



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, December 8, 2020, 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, December 8, 2020 at 6:00 PM** at Virtual Meeting, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

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

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

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

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

The Town Council and staff will participate in this meeting via videoconferencing or telephone conference. Members of the public may view the meeting online or by videoconferencing via the following:

To watch by videoconferencing:

<https://townofhorizoncity.my.webex.com/townofhorizoncity.my/j.php?MTID=mabbe9bfaca76b252d48da9930f46e6d4>

Meeting number (access code): 126 000 6628

Meeting password: MSxe3hfwe53

To Join by Phone

1-408-418-9388

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

CONSENT AGENDA

All matters listed under the CONSENT AGENDA are considered routine and will be enacted in one motion. There will be no separate discussion of these items unless a member(s) of the City Council requests one or

more items be removed from the CONSENT AGENDA to the REGULAR AGENDA for separate discussion and action prior to the City Council's vote to adopt the CONSENT AGENDA.

3. Approval of Minutes from: 5
11/23/2020 Special City Council Meeting.

4. Discussion and Action: 7
Mayor/CIP Manager
On an update on the Capital Improvement Program.

5. Request to Excuse Absent Council Members:
REGULAR AGENDA

6. Discussion and Action: 42
Mayor/CIP Manager

On the Articles of Incorporation and Bylaws for the El Paso Area Transportation Service, LGC, a public non-profit corporation and governmental unit organized as a local government corporation to encourage and assist local government to provide and deliver multimodal transportation in Greater El Paso County Area.

7. PUBLIC HEARING:

Mayor/Planning Director

On a Specific Use Permit application (SUB002458-2020) request to allow for a grocery store, a C-1 (Commercial) use in an M-1 (Industrial) zone, at 591 S. Darrington Rd. Horizon City, Texas 79928, legally described as being Lot 3, Block 8, Desert Palms Unit Three, Town of Horizon City, El Paso County, Texas. Application submitted by: Sallam Abdo Hafeed.

8. Discussion and Action: 64
Mayor/Planning Director

On a Specific Use Permit application (SUB002458-2020) request to allow for a grocery store, a C-1 (Commercial) use in an M-1 (Industrial) zone, at 591 S. Darrington Rd. Horizon City, Texas 79928, legally described as being Lot 3, Block 8, Desert Palms Unit Three, Town of Horizon City, El Paso County, Texas. Application submitted by: Sallam Abdo Hafeed.

9. PUBLIC HEARING:

Mayor/Planning Director

On a Specific Use Permit application (SUP002457-2020) request to allow for an elevated water storage tank on a property zoned C-1 (Commercial) located at 14100 Horizon Blvd., Horizon City, Texas, 79928, legally described as Lot 1, Block 12, Horizon Manor Unit One. Application submitted by TRE & Associates.

10. Discussion and Action: 73
Mayor/Planning Director

On a Specific Use Permit application (SUP002457-2020) request to allow for an elevated water storage tank on a property zoned C-1 (Commercial) located at 14100 Horizon Blvd., Horizon City, Texas, 79928, legally described as Lot 1, Block 12, Horizon Manor Unit One. Application submitted by TRE & Associates.

11. Discussion and Action: 83
Mayor/Planning Director

On the preliminary and final plat applications for the Rancho Desierto Bello Unit Thirteen subdivision (SUB002456-2020), legally described as a portion of Leigh Clark Survey 297, and Section 43, Block 78, Township 3, Texas and Pacific Railroad Company, Town of Horizon City, El Paso County, Texas and authorizing the Mayor to finalize negotiations on and execute the Developer Participation Agreement for the parkland dedication requirements. Application submitted by TRE & Associates, L.L.C.

12. Discussion and Action: 112
Mayor/Planning Director

On the final subdivision application for the Horizon Town Center Unit Two subdivision (SUB002455-2020; 4th submittal), legally described as being a portion of CD Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas and authorizing the Mayor to finalize negotiations on and execute the Developer Participation Agreement for the parkland dedication requirements and the Subdivision Construction Agreement. Application submitted by Conde, Inc.

13. PUBLIC HEARING:

Mayor/CIP Manager

2nd Reading of Ordinance _____, An Ordinance of the City Council of the Town of Horizon City, Texas designating a geographic area within the city as a reinvestment zone pursuant to the Chapter 311 of the Texas Tax Code to be known as Reinvestment Zone Number One Town of Horizon City; describing the boundaries of the zone; creating a board of directors for the zone; establishing a tax increment fund for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; immediately upon passage of the ordinance; providing a severability clause and providing an effective date.

14. Discussion and Action: 134

Mayor/CIP Manager

2nd Reading of Ordinance _____, An Ordinance of the City Council of the Town of Horizon City, Texas designating a geographic area within the city as a reinvestment zone pursuant to the Chapter 311 of the Texas Tax Code to be known as Reinvestment Zone Number One Town of Horizon City; describing the boundaries of the zone; creating a board of directors for the zone; establishing a tax increment fund for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; immediately upon passage of the ordinance; providing a severability clause and providing an effective date.

15. Discussion and Action: 212

Mayor/CIP Manager

On a Construction Management Contract with Huitt Zollars for the Desmond Corcoran (Corky) Park Improvements project.

16. Discussion and Action: 230

Mayor/CIP Manager

On an agreement with Huitt-Zollars for Environmental Assessment services required by U.S. Department of Agriculture for Municipal Facilities Phase 1.

17. Discussion and Action: 239

Mayor/Asst. City Atty

On two Applications of El Paso Electric Company to Amend its Certificate(s) of Convenience and Necessity for the Proposed Pine Substation to Seabeck Substation 115-kV Transmission Line in El Paso County, Texas. PUC Docket No. 51476 and for the Proposed Seabeck Substation to San Felipe Substation 115-kV Transmission Line in El Paso County, Texas. PUC Docket No. 5180.

18. Executive Session

The City Council of the Town of Horizon City may recess into EXECUTIVE SESSION pursuant to the Texas Government Code, Chapter 551, Subchapter D, under Article 551.071 – Consultation with Attorney; 551.072 – Deliberation Regarding Real Property; 551.073 – Deliberation Regarding Gifts and Donations; 551.074 – Personnel Matters; 551.076 – Deliberation Regarding Security Devices and 551.087 – Deliberation Regarding Economic Development Negotiations.

A. Discussion and Action:

On Pending Litigation: TMD Defense and Space, LLC vs City of Horizon, Texas and RKM Land Partners, LLC, Case No. 2020DCV3759. [551.071]

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 12/4/2020

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, 12/4/2020 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
SPECIAL CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Monday, November 23, 2020, 6:00 PM**

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas was held on **Monday, November 23, 2020 at 6:00 PM**, at City Government Office, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

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

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

All City Council Members present. Quorum established.

2. Open Forum:

No one signed up to speak under 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:

11/10/2020 Regular City Council Meeting.

4. Request to Excuse Absent Council Member:

A motion was made by Alderman Corral and seconded by Alderman Duran to approve the Consent Agenda. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

REGULAR AGENDA

5. Presentation:

Mayor/Alderman Corral

On a presentation by Texas Workforce Solutions Borderplex regarding grants available to small businesses.

Workforce Solutions Borderplex Digital Transformation Specialist, Edwin Dominguez spoke regarding this item.

6. Discussion and Action:

Mayor/Alderman Corral

On an update to Town project options for expending Federal Coronavirus Relief Funds and authorize the Mayor to sign any agreements necessary to implement any of the coronavirus projects.

Planning Director, Michelle Padilla, Asst. City Attorney, Bertha Ontiveros, ESD #1 Fire Chief, Chris Menendez and City Clerk, Elvia Schuller spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Renteria to approve the Town projects discussed by City Staff for expending Federal Coronavirus Relief Funds and authorize the Mayor to sign any agreements necessary to implement any of the coronavirus projects. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

7. Discussion and Action:

Mayor/Asst. City Atty

On a Second Amendment to Interlocal Subrecipient Grant Agreement with the County of El Paso for the distribution of Federal Coronavirus Relief Funds.

Asst. City Atty, Bertha Ontiveros spoke regarding this item.

A motion was made by Alderman Corral and seconded by Alderman Renteria to approve the Second Amendment to Interlocal Subrecipient Grant Agreement with the County of El Paso for the distribution of Federal Coronavirus Relief Funds. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

8. Discussion and Action:

Mayor/CIP Manager

On Change Order #8 to the construction contract with Hawk Construction for the Golden Eagle Park Improvements Solicitation No. CIP 2018-001 and authorizing the Mayor to execute documents.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Renteria and seconded by Alderman Corral to approve Change Order #8 to the construction contract with Hawk Construction for the Golden Eagle Park Improvements Solicitation No. CIP 2018-001 and authorizing the Mayor to execute documents. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

9. Executive Session

The City Council of the Town of Horizon City may recess into EXECUTIVE SESSION pursuant to the Texas Government Code, Chapter 551, Subchapter D, under Article 551.071 – Consultation with Attorney; 551.072 – Deliberation Regarding Real Property; 551.073 – Deliberation Regarding Gifts and Donations; 551.074 – Personnel Matters; 551.076 – Deliberation Regarding Security Devices and 551.087 – Deliberation Regarding Economic Development Negotiations.

ADJOURNMENT

A motion was made by Alderman Corral and seconded by Alderman Duran to adjourn at 7:00 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor

Town of Horizon City Capital Improvement Program

Council Meeting
December 8, 2020

Oxbow & Pawling Street Improvements

- Have begun 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
- Reviewing plans

Ryderwood Extension

Images from
June 5, 2020



Ryderwood Extension

Next steps

- Verify completion for acceptance
 - Coordinating with County for completion
 - Council accepted street and improvements November 10, 2020.
- Confirm costs
- Coordinate with school to address concerns expressed

Municipal Facilities – Phase 1

- Total square footage increased to accommodate permanent PW Department, Municipal Court requests, and entry requirements – will impact Phase 1 costs
- Staff continuing to work on final application for USDA which requires a department-specific environmental document

Municipal Facilities – Phase 1

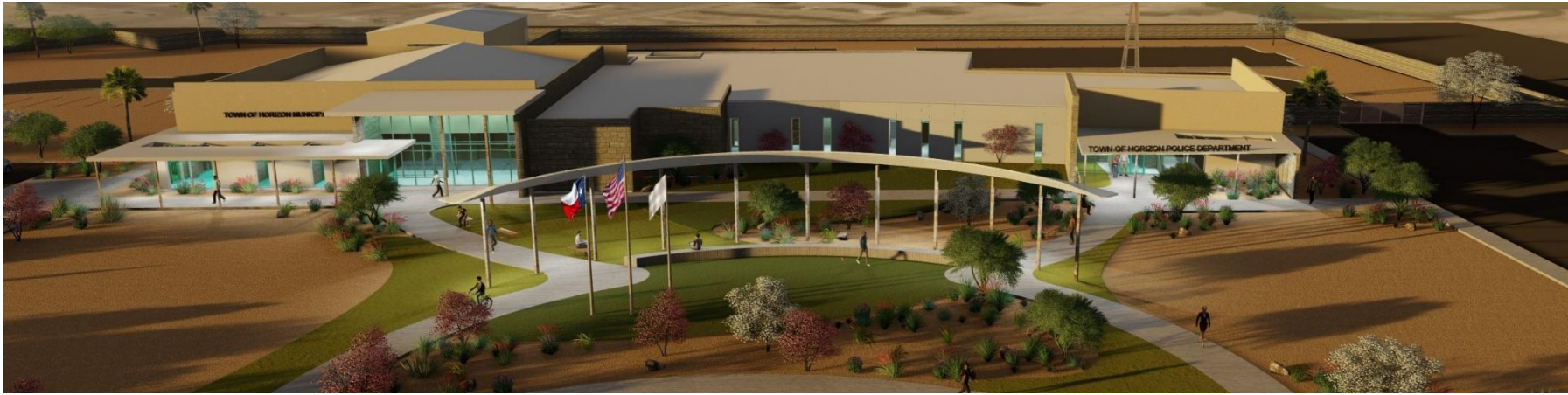
To meet USDA Requirements, staff is working on the following:

- Public meeting – scheduled for **January 2021**
- Council approval of the letter of intent outlining loan conditions – programmed for **Spring 2021**
- Bond ordinance – coordinating with bond counsel
- USDA review of final plans and specifications – coordinating with consultant and USDA

Municipal Facilities – Phase 1

- Staff reviewing specifications
- Coordinating with TXDOT and design team for drainage work required in connection with N. Darrington Reconstruction
- Schedule is to advertise early in 2021 and award a construction project in the spring 2021
- Schedule is contingent on USDA loan approval

Municipal Facilities – Phase 1



Rendering from Exigo Architecture – December 2020

Golden Eagle Park

Construction

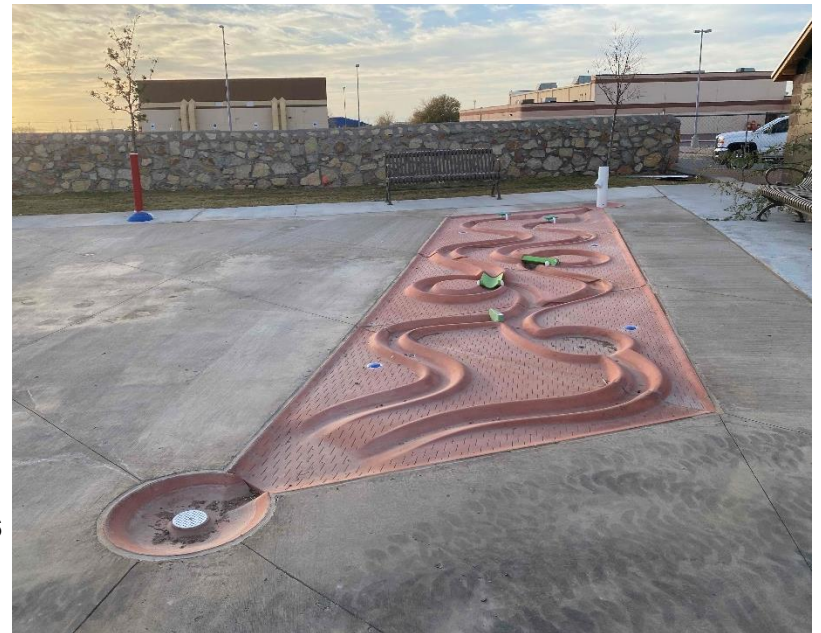
- Construction contract awarded September 16, 2019
- Construction Start – Fall 2019
- Projected completion date – Fall 2020
- Contractor not on schedule and has been advised of contractual liquidated damages
- Per contractor project will be completed in December 2020.

Golden Eagle Park

Spray Park



Images from MCI,
construction manager



Golden Eagle Park



Images from MCI,
construction manager

Golden Eagle Park



Images from MCI,
construction manager

Horizon Mesa Park

- Notice to Proceed for Construction scheduled for January 20, 2020.
- Completion date – Fall 2020.
- Project delays due to delayed canopy structure and other factors.
- Meeting with contractor during the week of December 7, 2020 to develop close-out plan.

Horizon Mesa Park



Horizon Mesa Park



Horizon Mesa Park



Corcoran (Corky) Park

Bidding & Construction

- Construction start - Fall/Winter 2020
- Pre-construction meeting during week of December 7, 2020.

Street Maintenance Fund

N. Darrington

- City staff had begun considering interim measures before the reconstruction project was approved
- Given wet winter, City staff re-evaluating an interim treatment for the riding surface
- Preliminary estimates total \$750,000 to \$1 million
- Re-evaluating treatment that will address pavement between now and 2022 when reconstruction project is scheduled for award and construction start

Other Streets

Reviewing available funding to develop a pipeline for maintenance of other eligible streets

- **Breaux** – to be packaged with Oxbow & Pawling
- **Duanesburg**
- **S. Kenazo**
- **Acra**

2020 Street Maintenance Program

- Finalizing specifications for requirements contract to address
 - **N. Darrington**
 - **Duanesburg from McMahan to S. Kenazo**
 - **Acra**
- Updated Schedule
 - Review and revise contractual language – Fall/Winter 2020
 - Award Spring 2021

Funding Updates

N. Darrington Reconstruction

- Transportation Policy Board (TPB) approved the 2019 Mobility Plan at its December 13, 2019 meeting.
- Project is scheduled for construction award in **FY 2022**
- Town staff continues working with TXDOT and design team to develop project
- Drainage requires property acquisition in TOD area
- Town will request authorization to begin acquisition prior to EPA approval of environmental document to keep project on schedule.

Transit

- The 2019 El Paso Mobility Plan also includes County Transit.
- Projects/routes not defined.
- Inclusion in plan identifies transit in the county, outside the El Paso city limits, as a priority for the region.

Transit

- Local Government Corporation with County and other partners on today's Council agenda for Council's consideration
 - Bylaws
 - Articles of Incorporation

TOD

Staff, in conjunction with EDC is reviewing grants for planning efforts from

Economic Development Administration (EDA) and
Department of Transportation (DOT)

Next steps will be to include project in region's 2050 Master Transportation Plan (MTP) – the long-term plan at the MPO to make the project eligible for DOT funding.

TASA Application

- Town submitted application to MPO for Transportation Alternatives Set Aside funding for Shared Use Path along N. Darrington
- Selection will be based on competitive process at MPO
- MPO evaluating applications submitted and will have project recommendations by early 2021
- Town's application ranked 2nd for FY 2023.
- Only approximately \$280K is available for the project – Town requested \$1.2 million
- Staff evaluating options

Funding Updates – 2050 MTP

2050 Metropolitan Transportation Plan (MTP)

Horizon City Staff submitted projects to MPO as presented to Council at the June 9, 2020 Meeting.

Next steps are to go through project evaluation and selection at the MPO.

Proposed MTP Projects

Project	City Design	TIRZ	City /County Funding
S. Darrington Rd. Repaving (Oxbow to Alberton)	X		
N.. Kenazo Ave. Reconstruction (Eastlake to Horizon)	X		
Alberton Ave/Antwerp Rd. Construction	X		
Dilley & Delake (TOD Phase 1 Roadways)		X	
Transit Plaza with park & ride (TOD)		X	
Horizon City – Socorro Circulator Bus Route			X
Horizon City – UTEP Express Route			X

Safety Projects

- Town submitted several projects for safety funding consideration through TXDOT
- Preliminary review indicates 2 projects are being considered for next round of evaluation
 - **S. Darrington Safety Lighting** from Alberton to LTV Rd.
 - **N. Kenazo Safety Lighting** from Eastlake to Horizon Blvd.
- If selected, funding agreements and participation must be developed and funding identified

TIRZ Update

Horizon City's Proposed TIRZ

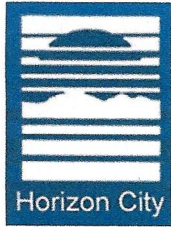


Current Activities

- Preliminary Financing Plan Developed to include
 - Estimates for projects
 - Financial feasibility
- Public Hearing held November 10, 2020 Council meeting
- Ordinance creating TIRZ introduced at November 10, 2020 meeting
- Final adoption scheduled for December 8, 2020 Council Meeting

Town of Horizon City Capital Improvement Program

Council Meeting
December 8, 2020



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 4, 2020

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager *Teresa Quezada 12/4/2020*

SUBJECT: **Articles of Incorporation and Bylaws for the El Paso Transportation Service, LGC (Local Government Corporation)**

At Council's April 14, 2020 Council meeting, staff presented an update report regarding the County's proposed expanded transit service and Horizon City's participation in the proposed Local Government Corporation (LGC). The presentation included the County's request for Horizon City to allocate funding for its proportionate share of the costs to operate a county transit service in the unincorporated areas of the County as well as in several municipalities: San Elizario, Vinton, Socorro, and Horizon City. The mechanism to allow for multiple jurisdictions to participate and direct the transit service is the creation of a Local Government Corporation.

Since then, Horizon City staff have been working with County staff to develop the attached Articles of Incorporation that form the Local Government Corporation (LGC) and will be filed with the State Secretary of State. The Bylaws would then serve as the governing document for the LGC. Staff participated in the development of these documents and the City's legal counsel also provided feedback to the County which has been incorporated into the final documents.

The **Articles of Incorporation** for the El Paso Area Transportation Service, LGC provide the foundational information required by the State Secretary of State for the LGC:

LGC's Name:	El Paso Area Transportation Service LGC
LGC's registered office:	County Planning Department Offices
Registered Agent:	Jose M. Landeros, Planning Director for County of El Paso
Board of Directors:	5 members total with the Chair to be selected by the County
Duration:	Perpetual
Property:	Exempt from taxation

The purpose of the corporation allows for the corporation to expand its duties should it become advantageous for it do so.

The **Bylaws** for the LGC establish the authority and duties of the corporation, the membership and directors of the corporation, the board officers, fiscal year for the corporation and the financing of the corporation.

The membership of the Board of the LGC includes either employees or contracted consultants of the participating municipalities. As indicated on the Articles of Incorporation, Horizon City has submitted Ms. Michelle Padilla, Planning Director as the Town's founding director.

The Town allocated funding for Mass Transit in the FY 2020-2021 budget in anticipation of the LGC's creation, and is prepared to participate in the LGC to provide much-needed transit service to the Horizon City community. The 2020 Regional Mobility Strategy plan as endorsed by Horizon City, other participating entities and the MPO has designated \$6 million for County transit which will support the capital and operating costs for the first 3 years of the County transit program. As the budgets are finalized for the first year of operations, the Town's cost-sharing amount will be determined. Cost-sharing amounts will also fluctuate as other entities may elect to participate in the LGC. The founding members are the County of El Paso, Horizon City, San Elizario and the Village of Vinton. However, the City of Socorro is expected to consider participation once their new council is seated in January 2021.

Transit services for Horizon City have been part of the Town's transit and transportation plan, are included in the update to the Town's Comprehensive Plan adopted by Council in February 2020, and serve as the backbone to the Transit Oriented Development and TIRZ program considered by the Council. The LGC will allow transit services to be provided to Horizon City residents effectively.

Staff recommends approval.

**ARTICLES OF INCORPORATION OF
EL PASO AREA TRANSPORTATION SERVICE, LGC**

We, the undersigned natural persons, each of whom is at least eighteen (18) years of age or more, and a resident of the service area of El Paso Area Transportation Service (“EPATS”) do hereby adopt the following Articles of Incorporation for such local government corporation:

ARTICLE I

The name of the local government corporation is El Paso Area Transportation Service, LGC (the “Corporation”). The Corporation is a public nonprofit corporation and a Texas governmental unit.

ARTICLE II

The street address of the initial registered office of the Corporation is 800 E. Overland, Ave. Rm. 200, El Paso, Texas 79901 and the name of its initial registered agent such address is Jose M. Landeros.

ARTICLE III

The Corporation shall be governed by a Board of Directors, (the “Board”) consisting of five (5) Directors and as set by the bylaws of the Corporation. The names and street addresses of the initial Directors, each of whom shall serve until replaced, as provided by the Corporation bylaws, are:

<u>NAME</u>	<u>ADDRESS</u>
To Be Selected by Commissioners Court	COUNTY-Chair
Jose M. Landeros	800 E. Overland Ste 200, El Paso, TX 79901
Michelle Padilla	14999 Darrington Rd, Horizon City, TX 79928
Maya Sanchez	PO Box 1723, San Elizario, TX 79849
Andrea Carrillo	436 E. Vinton Rd, Vinton, TX 79821

The Board of the Corporation shall be elected or appointed as set by the bylaws of the Corporation.

ARTICLE IV

The Corporation shall have no members.

ARTICLE V

The purpose of the corporation is to engage in any lawful activity for which corporations may be incorporated in this state.

ARTICLE VI

The names and street addresses of the incorporator who works or resides within the EPATS service area, are:

<u>NAME</u>	<u>ADDRESS</u>
Jose M. Landeros	800 E. Overland Ste 200, El Paso, TX 79901

**ARTICLE
VII**

The period of duration of the Corporation shall be perpetual.

**ARTICLE
VIII**

A resolution approving the form of these Articles of Incorporation has been adopted by the EPATS Board on **TBD**.

ARTICLE IX

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except as is authorized by Texas or Federal law for public officials of a Texas governmental entity.

ARTICLE X

The property of the Corporation, and a transaction to acquire the property, is exempt from taxation.

ARTICLE XIII

These Articles of Incorporation may not be changed or amended unless approved by the Board.

IN WITNESS WHEREOF, these Articles of Incorporation are executed this 4th day of January, 2021.

Jose M. Landeros, Incorporator

[Insert Notary Public signature line]

BYLAWS OF EL PASO AREA TRANSPORTATION SERVICE, LGC

ARTICLE I PURPOSES

El Paso Area Transportation Service, LGC (the “Corporation”) is organized for the purpose of encouraging and assisting local units of government to join and cooperate with one another to provide and deliver regional multimodal transportation solutions for the residents of the Greater El Paso community.

The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of the State of Texas to non-profit corporations incorporated under the Local Government Corporation Act, including, without limitation, the Texas Transportation Code Section 431.01, *et seq.*, the Texas Nonprofit Corporation Law, Chapter 22, Business Organizations Code, Section 22.001, *et seq.*

The Corporation shall not create a legal obligation for any Members, as defined in Article 3 or local units of government that are a Member of the Corporation (“Local Government Units”) save and except with the express consent of a Member or Local Government Unit. The Corporation shall comply, when applicable, with all Federal Transit Administration (“FTA”) requirements.

The Corporation shall have the power to acquire real property, subject to the approval of the Board of Directors. The Corporation may, except as prohibited in any interlocal agreement with a Local Government Unit, contract with any qualified and appropriate person, association, corporation or governmental entity to acquire personal property or to perform and discharge designated tasks which will aid or assist the Corporation in the performance of its duties.

The Corporation shall have the power to accept any contribution or donation from any source and shall have the power to request and accept any appropriation, grant, or other form of aid from the federal government or the State or from any other source.

ARTICLE II AUTHORITY AND DUTIES OF THE CORPORATION

Section 2.01. Board Functions and Authority. In order to accomplish its objectives and purposes, the Board of Directors shall perform the following functions:

- a. Adopt and revise the Bylaws of the Corporation.
- b. Elect Corporation Officers.
- c. Adopt an Annual Budget.

In addition to the above functions, the Board of Directors has the authority to:

1. Prepare periodic reports as may be required by the Bylaws of the Corporation and Federal and State legislation or regulations.
2. Receive and expend gifts, contributions, and donations which may be made to the Corporation to accomplish its purposes.
3. Apply and contract for, receive and expend for Corporation purposes, funds or grants from the State of Texas, the Federal Government, or any other source.
4. Receive and expend funds from Corporation Members, as provided in these Bylaws, to finance the cost of operations, except that the Corporation shall not have the authority to levy taxes of any kind.
5. Coordinate and assist in planning and development for countywide public transit and provide assistance to Local Government Units in the implementation of their planning.

ARTICLE III MEMBERS

Eligible governmental units within El Paso County may become members of the Corporation by passage of an ordinance, minute order, resolution or other appropriate and legal action of the governing body of such governmental units adopting these Bylaws and appropriating the funds required to pay their share of the dues of the Corporation as set forth by Article VII of these Bylaws.

Governmental units eligible to become members of the Corporation shall be:

1. Incorporated cities and towns.
2. Independent and Common School Districts, and Junior College Districts.

A member of the Council may, by ordinance, minute order, resolution or other appropriate and legal action of that governing body, withdraw from the Corporation. Governmental units which withdraw from the Council may subsequently apply for readmission as new members. In the event of withdrawal by a member of the Council, said member shall not be entitled to a return of any portion of previously paid annual dues.

Advisory membership in the Corporation may be permitted by action of the Board of Directors. In no event shall advisory membership entitle voting representation or voice in the governing body of the Corporation.

ARTICLE IV DIRECTORS

Section 4.01. Board of Directors. All powers of the Corporation shall be vested in the Board of Directors (the “Board”). The Board shall consist of five (5) persons. Each Local Government Unit member shall have one (1) Director whom shall be appointed by that Local Government Unit by an ordinance, minute order, resolution or other appropriate and legal action of that governing body. Additionally, the County shall appoint the Chair of the Board and shall

unilaterally adopt the appropriate criteria for serving in that capacity. Any Members added, in accordance with Article III of these bylaws and excluding advisory membership, shall be entitled to appoint an additional Director to represent their member agency on the Board.

Each Director, with exception of the Chair, must be an employee or contracted consultant of the appointing Local Government Unit. Additionally, the Director shall not be a member of the Local Government Unit's governing body. Any Director may be removed from office at any time, with or without cause, by the Local Government Unit which appointed that Director.

At the first annual meeting, the Directors shall be divided into three equal groups and designated by the Board to serve one, two, or three year terms. Thereafter, the term of office of each Director shall be two years. Each Director, including a Director elected to fill a vacancy, shall hold office until the expiration of the term for which he or she was elected and until the election and qualification of a successor, or until that Director's earlier resignation or removal in accordance with these Bylaws. Upon the expiration of the term of office of any such Director appointed by resolution of the appointing Local Government Unit, or upon removal or resignation of such Director, the applicable Local Government Unit shall appoint a successor Director, and the term of office for each such successor Director shall also be two (2) years. Notwithstanding anything to the contrary in these Bylaws, each Director serves at the pleasure of Corporation. The removal of any Director shall be for cause, and shall be by a majority vote of the entire Board.

To the extent allowed under Tex. Const. art. XVI, §17 (Officers to Serve Until Successors Qualified), in the event that a Director resigns, is removed or, is separated from his or her employment by their appointing Local Government Unit or, otherwise is no longer qualified to serve as a Director, then such Director shall be considered removed from the Board of Directors and the Member or Local Government Unit that appointed the Director shall provide for the appointment of a new Director to complete the unexpired term of such Director.

Any Director or officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the Chair or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Vacancies on the Board shall be filled by the Member or Local Government Unit affiliated with that vacancy. An interim appointment may be made by the Member or Local Government Unit affiliated with that vacancy.

Section 4.02. Meetings of Directors. The Directors may hold their meetings and may have an office and keep the books of the Corporation at such place or places as the Board may

from time to time determine: provided, however, in the absence of any such determination, such places shall be the registered office of the Corporation in the State of Texas.

The Board and any committee of the Board exercising the powers of the Board shall meet in accordance with and file notices of each meeting of the Board as is required by Chapter 551 of the Texas Government Code (the “Open Meetings Act”).

Section 4.03. Annual Meetings. The first regular meeting of the Board following the start of each federal fiscal year shall be the Annual Meeting. The Annual Meeting shall be held at the registered office of the Corporation and shall be for the purpose of transacting such business as may be brought before the meeting.

Section 4.04. Regular Meetings. Regular meetings of the Board shall be held at such times and places as shall be designated, four times per year, by a resolution of the Board.

Section 4.05. Special Meetings. Special meetings of the Board shall be held whenever called by the Chair of the Board or by a majority of the Directors and shall be in accordance with the provisions of the Texas Open Meetings Act.

Each Director shall be given reasonable notice of each Special Meeting in person by telephone, electronic transmission (e.g., facsimile transmission or electronic mail) or mail at least seventy-two (72) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a Special Meeting.

Section 4.06. Quorum. A majority of the Board (which must include an El Paso County Director) shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. The act of a majority of the Directors present (which must include an El Paso County Director) and voting at a meeting at which a quorum is in attendance shall constitute the act of the Board. The Board of Directors shall exercise a one person-one vote policy for the membership that he or she represents. The Chair shall only exercise voting privileges in the event of a tie or as explicitly required by these Bylaws.

The affirmative votes of all six Directors shall be required to approve the following:

1. The amendment of the Articles of Incorporation;
2. The amendment of these Bylaws

A proposal to alter, amend, or repeal these Bylaws shall be made by the affirmative vote of all the Directors at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. However, any proposed change or

amendment to the Bylaws must be approved by the El Paso County Commissioners Court to be effective.

Section 4.07. Conduct of Business. At the meetings of the Board, matters pertaining to the purposes of the Corporation shall be considered in such order as from time to time the Board may determine.

At all meetings of the Board, the Chair shall preside, and in the absence of the Chair, the Vice-Chair shall preside. In the absence of the Chair and the Vice-Chair, an acting presiding officer shall be chosen by the Board from among the Directors present.

The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting. The Secretary of the Corporation shall be a member of be of the El Paso County staff.

Section 4.08. Compensation of Directors; Reimbursement for Expenses. Directors shall not receive any salary or compensation for their services as Directors. Directors shall be reimbursed for their actual expenses incurred in the performance of their duties as Directors.

Section 4.09. Director's Liability. No Director shall be liable to the Corporation for monetary damages for an act or mission in the Director's capacity as a Director, except as is authorized by Texas or Federal law for public officials of a Texas governmental entity.

Section 4.10. Director's Reliance on Consultant Information. Unless there is an established rule of law to the contrary, a Director shall not be liable if while acting in good faith and with ordinary care, the Director relies on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person that were prepared or presented by:

- (a) one or more officers or Directors of the Corporation or employees of the Members or Local Government Units; or
- (b) legal counsel, public accountants, or other persons as to matter the Director reasonably believes are within the person's professional or expert competence.

ARTICLE V OFFICERS

Section 5.01. Titles and Term of Office. The officers of the Corporation shall be a Chair, a Vice-Chair, and other officers determined to be necessary by the Board. The Chair shall not be elected but shall be appointed by the Commissioners Court as outlined in Section

5.02. Other officers shall be elected at the annual meeting. The initial term of the officers of the Corporation shall be two (2) years.

Any vacancy in the office of an officer shall be filled by a majority vote of the Board.

Section 5.02. Powers and Duties of the Chair. The Chair shall be appointed by the County Commissioners Court, will act as the principal executive officer of the Corporation and shall be in general charge of the properties and affairs of the Corporation. In furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, the Chair or the Vice-Chair may sign and execute all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, notes, contracts and other obligations in the name of the Corporation. The Chair shall have such other duties as are assigned by the Board. The Chair may call special meetings of the Board.

Section 5.03. Powers and Duties of the Vice-Chair. The Vice-Chair shall perform the duties and exercise the powers of the Chair upon the Chair's death, absence, disability, or resignation, or upon the Chair's inability to perform the duties of his or her office. Any action taken by the Vice-Chair in the performance of the duties of the Chair shall be conclusive evidence of the absence or inability to act of the Chair at the time such action was taken. The Vice-Chair shall have such other powers and duties as may be assigned to him or her by the Board or the Chair.

Section 5.04. Compensation and Staff. Officers are not entitled to compensation.

Section 5.05. Officer's Liability. No officer shall be liable to the Corporation for monetary damages for an act or omission in the officer's capacity as an officer, except as is authorized by Texas or Federal law for public officials of a Texas governmental entity.

Section 5.06. Officer's Reliance on Consultant Information. Unless there is an established rule of law to the contrary, an officer shall not be liable if while acting in good faith and with ordinary care, the officer relies on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person that were prepared or presented by:

- (a) one or more other officers or Directors of the Corporation or employees of the Members or Local Government Units; or
- (b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

Section 5.07. Removal from Office. Any officer may be removed from office at any time, with or without cause, by the Board of Directors.

Section 5.8. Non-Officer Staff. Staff functions for the Corporation may be performed by El Paso County staff and the Corporation shall pay costs for such services as from time to time shall be billed to the Corporation by El Paso County. The staff functions shall include, but not be limited to, the following:

- Secretary - The Secretary shall keep or cause to be kept the minutes of all meetings of the Board in books provided for that purpose and he or she shall attend to the giving and serving of all notices. He or she shall have charge of the Corporation's books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Corporation during business hours and he or she shall, in general, perform all duties incident to the office of Secretary subject to the control of the Board.
- Treasurer. The Treasurer shall have custody of all the funds and securities of the Corporation which come into his or her hands. When necessary or proper, he or she may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; he or she may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such other officer as is designated by the Board; whenever required by the Board, he or she shall render a statement of his or her cash account; he or she shall enter or cause to be entered regularly in the books of the Corporation to be kept by him or her for that purpose full and accurate accounts of all moneys received and paid out on account of the Corporation; and he or she shall perform all acts incident to the position of Treasurer subject to the control of the Board.

ARTICLE VI BUDGET AND FISCAL YEAR

The fiscal year of the Corporation shall commence on October 1 of each year and end on September 30 of the following year. By the first Monday in October of each year, the Board shall prepare and adopt a proposed budget of expected revenues and proposed expenditures for the next ensuing fiscal year. The budget shall be considered adopted upon formal approval of the Board of Directors.

ARTICLE VII FINANCE

Section 7.01. Member Annual Dues. Upon recommendation of the Board of Directors, annual dues of the Members for the next ensuing fiscal year shall be adopted at the Annual Board of Directors Meeting in July of each year. This action shall require a two-thirds (2/3) majority of

the voting representatives present and is tied directly to the implementation of County transit expansion. This action shall require membership dues to become due and payable on January 1 of each year. An eligible Local Government Unit joining the Corporation during the year shall have its annual dues prorated to the nearest beginning month for the remainder of the fiscal year. A Member that is more than six months in arrears in its dues as set forth in Section A of this Article may be denied its voting privileges by action of the Executive Committee until such time as dues are paid. A member which is more than one year in arrears in its dues may be expelled by action of the Executive Committee. To allow for further project development and collaboration, additional funds may be pledged by a Local Government Unit to the Corporation for a specific project or purpose upon approval of the Board. These projects are not subject to the payment deadlines or requirements otherwise established by this Article as they are tied to project milestones and other relevant deadlines.

Section 7.02. Corporation Funds. Funds of the Corporation shall be deposited in a depository to be designated at least every five (5) years by the Board of Directors. Funds may be expended only for budgeted items approved by the Board of Directors. Payments are to be made subject to the [Financial Policies and Procurement Policies], as adopted or revised by the Board of Directors.

Section 7.03. Corporation Fiscal Year. The fiscal year of the Corporation shall be October 1 through September 30 of the following year.

ARTICLE VIII AUDIT AND ANNUAL REPORT

The Corporation shall have an annual audit performed by a qualified independent auditor or auditing firm. This audit shall be performed as soon after the conclusion of the Corporation's fiscal year as applicable and reflect the financial accounts and transactions of the preceding fiscal year.

Following the conclusion of each fiscal year, the Corporation shall prepare and present an annual report to each Local Governmental Unit that reflects the activities and progress of the Corporation for the preceding year by April 1. This report shall include a summary budget or financial report and shall be distributed to all Members, all required Stated and Federal Agencies and any other agencies, governmental units or organizations deemed beneficial by this Corporation.

ARTICLE IX INDEMNIFICATION

Section 9.01. Indemnification. Given that the Corporation has been created as a local government corporation pursuant to the LGC Act and therefore is a Texas governmental unit whose operations are all governmental and not proprietary functions for any purposes, to the maximum extent allowed by Texas law for local governmental entities, the Corporation may indemnify current and former directors, officers, and employees (“Indemnified Person”) for

acts and/or omissions that occur within the scope and course of their duties with the Corporation.

Section 9.02. Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any Indemnified Person.

ARTICLE X CODE OF ETHICS

Section 10.01. Policy and Purposes.

- A. It is the policy of the Corporation that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain the public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation, fairly, impartially, and without discrimination.
- B. This Code of Ethics included in Exhibit A has been adopted as part of the Board's Bylaws for the following purposes: (a) to encourage high ethical standards in official conduct by Directors and corporate officers; and (b) to establish guidelines for such ethical standards of conduct.

Section 10.02. Unlawful Acts. In addition to any unethical conduct prohibited by Texas or Federal law and/or regulation for a Texas governmental officer or public official, a Director or officer shall not intentionally or knowingly offer, confer or agree to confer on another, or solicit, or agree to accept from another:

- (a) Any benefit as consideration for the Director or officer's decision, opinion, recommendation, vote, or other exercise of discretion as a Director or officer; or
- (b) Any benefit as consideration for a violation of a duty imposed by law on the Director or officer.

ARTICLE XI ALLOCATION OF NET INCOME

To allow for further project development and collaboration, any net income of the Corporation identified at the end of the fiscal year that is not needed to pay Corporation's expenses or obligations may be used by the Corporation for a specific project or purpose upon approval of the Board.

**ARTICLE XII
MISCELLANEOUS PROVISIONS**

Section 12.01. Notice and Waiver of Notice. Whenever any notice whatever is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at this or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 12.02. Amendments. A proposal to alter, amend, or repeal these Bylaws shall be made by the affirmative vote of all the Directors at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. However, any proposed change or amendment to the Bylaws must be approved by the El Paso County Commissioners Court to be effective.

Section 12.03. Gender. References herein to the masculine gender shall also refer to the feminine in all appropriate cases, and vice versa.

EXHIBIT A

EL PASO AREA TRANSPORTATION SERVICE, LGC ETHICS POLICY

I. Policy

All members of the Board of Directors (“Board”) for the El Paso Area Transportation Service, Local Government Corporation (“Corporation”) have a fiduciary duty to be ethical in fulfilling their responsibilities. Ethical conduct includes, but is not limited to, behavior that is in compliance with applicable local, state, and federal laws.

II. Purpose

A. Ethical conduct is motivated by sources inside and outside the law. The Texas Local Government Code and the Texas Transportation Code regulate aspects of the conduct of members of the Board. However, as ethical conduct means more than complying with state and federal laws, the Board strongly encourages all of its members to maintain the highest personal values and standards. While it is impossible to establish specific and exhaustive standards for all situations, the standards established in this policy reflect minimum standards below which no conduct of a member of the Board should fall. This Policy has the following purposes:

1. To maintain and improve standards of public service;
2. To improve public confidence in the integrity of the Corporation and its Board;
3. To provide a process by which members of the Board may identify and resolve ethical issues;
4. To avoid conflicts between the personal interest and the public responsibilities of Board members;
5. To establish minimum standards of conduct to be adhered to by Board members;
6. To require disclosure of private financial interests by members of the Board;
7. To require reporting of certain gifts received by members of the Board; and,
8. To provide for complaints and resolution of ethical issues and concerns.

B. This chapter is cumulative of and supplemental to all applicable provisions of state and federal laws and regulations. Compliance with this Ethics Policy does not excuse or relieve any person from any obligation imposed by any applicable state or federal laws or regulations.

III. Definitions

For purposes of this Ethics Policy, the following definitions shall apply. Terms not defined in this policy, but defined in the Texas Local Government Code and the Texas Transportation Code, shall have the meanings assigned to them in those statutes.

“Benefit” means anything reasonably regarded as economic gain or economic advantage to a member of the Board, or to a relative of a member of the Board . “Benefit” does not include:

1. Political contributions made or received and reported in accordance with law;

2. Awards, such as plaques, certificates, trophies or similar mementos, publicly presented in recognition of public service;
3. A gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient as a member of the Board;
4. Gifts or other tokens of recognition presented by representatives of governmental bodies or political subdivisions who are acting in their official capacities;
5. Commercially reasonable loans made to a member of the Board in the ordinary course of the lender's business;
6. Complimentary copies of trade publications;
7. Reasonable hosting, including travel and expenses, entertainment, meals or refreshments furnished in connection with public events, appearances or ceremonies related to official Board or Corporation business, if furnished by the sponsor of such public event; or in connection with speaking engagements, teaching or rendering other public assistance to an organization or another governmental entity;
8. Any economic gain or economic advantage, excluding cash or a negotiable instrument as described by Section 3.104, Texas Business and Commerce Code, conferred by any one person or organization if the economic value totals less than fifty dollars per calendar year; or
9. An honorarium, transportation or lodging, the acceptance of which is not prohibited under Sections 36.07 and 36.08, Texas Penal Code.

"Board" means the Board;

"Committee" means any committee established or created by the Board; "Business days" means the weekdays excluding city holidays.

"Confidential information" means any written information that could be excepted from disclosure pursuant to the Texas Public Information Act, if such disclosure has not been authorized; or any non-written information which, if it were written, could be excepted from disclosure under that Act, unless disclosure has been authorized.

"Contribution" means a direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit. The term does not include an expenditure required to be reported under Section 35.006(b), Texas Government Code.

"Contributor" means a person making a contribution and the person's spouse.

"In-kind expenses" means the value of personal services provided without compensation by any person on behalf of a member of the Board and includes incidental vehicular travel expenses incurred in conjunction with the provision of the personal services.

"Official business" means a purpose or function related to the duties or activities of the Board or the Corporation.

"Person" means an individual, corporation, partnership, labor union or labor organization, or any unincorporated association, firm, committee, club, or other organization or group of persons, excluding political committee organized pursuant to the Texas Election Code.

"Public event, appearances or ceremonies" means those functions, activities and ceremonies conducted by or for the benefit of any governmental entity; a function, activity or ceremony conducted by a non-profit corporation or similar organization formed for educational, scientific, community-betterment or economic

development purposes which relates to the purpose for which the non-profit corporation or organization was formed; or a function, activity or ceremony which honors or recognizes the accomplishments of a political, prominent or public figure.

“Quasi-judicial proceeding” means a hearing or proceeding held by a public administrative officer, to include but not be limited to a hearing officer, arbitrator or administrative law judge, who is required to hear or investigate facts and to draw conclusions from them as a basis for his or her official action and to exercise discretion of a judicial nature.

“Relative” means a person who is related to a Board member as spouse or as any of the following, whether by marriage, blood or adoption: parent, child, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, step son-in-law, stepdaughter, step daughter-in-law, stepbrother, stepsister, half-brother, half-sister, brother-in-law or sister-in-law.

IV. Standards of Conduct

Members of the Board:

A. Shall not accept or solicit for personal financial gain, any benefit that might reasonably tend to influence them to act improperly in the discharge of official duties, or that may tend to give the appearance of improper influence;

B. Shall not use their official positions improperly to secure unwarranted privileges or exemptions for themselves, relatives, or others. This provision does not preclude members from acting in any manner consistent with their official duties or from zealously providing public services to anyone who is entitled to them;

C. Shall not participate in making or influencing any Board decision or action in which they know that they have any financial interest distinguishable from that of the public generally or from that of other members generally;

D. Shall not give reasonable basis by their conduct for the impression that any person can improperly influence, or unduly enjoy their favor in, the performance of their official duties, or that they are unduly affected by the kinship, rank, position or influence of any person;

E. Shall not use his or her position to secure official information about any person or entity for any purpose other than the performance of official responsibilities;

F. Shall not use or disclose, other than in the performance of their official duties or as may be required by law, confidential information gained in the course of or by reason of their positions. This provision applies to former members as well as to current ones;

G. Shall not knowingly perform or refuse to perform any act in order to deliberately thwart the execution of the policies, rules or regulations of the Board or the Corporation;

H. Shall not utilize Board and Corporation resources for personal benefit or the personal benefit of a relative, friend or business associate, except to the extent that the benefit received is strictly incidental to the performance of official duties, or to the extent that the person is entitled by law to obtain public services from the Board or the Corporation;

I. Shall not transact any business (other than ministerial acts) on behalf of the Board or the Corporation with any business entity of which they are officers, agents, members, or employees, or in which they have a financial interest. A Board member is considered to have a financial interest in a business entity if a person related to the Board member in the first degree by consanguinity or affinity has a financial interest in the business entity. In the event such a circumstance arises, then the Board member shall make known their interest, and:

1. Abstain from voting on the matter and refrain from discussion of the matter at any time with the other Board member.

J. Shall not personally provide services for compensation, directly or indirectly, to a person or organization who is requesting an approval, investigation, or determination from the Board or the Corporation. This restriction does not apply to outside employment of a member if the employment is the member's primary source of income;

K. Shall not accept employment or engage in outside activities incompatible with the full and proper discharge of their duties and responsibilities with the Board or the Corporation, or which might impair their independent judgment in the performance of their duties;

L. Shall not personally participate in a decision in a matter if the member is negotiating or has an arrangement concerning prospective employment with a person or organization that has a financial interest in a matter under consideration by or within the jurisdiction of the Board or the Corporation. For purposes of this section, the term "decision" shall mean a decision, approval, disapproval, recommendation, investigation or rendering of advice, and the term "matter" shall include but not be limited to a matter, proceeding, application, request for ruling or determination, contract or claim which involves the Board or the Corporation. In such instance, the member shall:

1. Immediately notify the Chair of the Board of the nature of the negotiation or arrangement, file an affidavit with the Board Chair describing the nature of the negotiation or arrangement and:

- a. Refrain from discussing the matter at any time with other Board members; and,

- b. Abstain from voting on the matter.

M. Shall not receive any fee or compensation for their services as Board members. This shall not prohibit their performing the same or other services for a public or private organization that they perform for the Corporation if there is no conflict with their duties and responsibilities;

N. Shall not personally represent or appear in behalf of the private interest of another before the Board; or, if the represented person's interest is adverse to that of the Board or the Corporation, represent any person:

1. In any quasi-judicial proceeding involving the Board or Corporation; or

2. In any judicial proceeding to which the Board or the Corporation is a party.

Nothing in this subsection shall preclude:

- a. A Board member from speaking or appearing without compensation before the Board, any governmental body, or any board or department on behalf of constituents in the course of his or her duties as an elected official;

- b. Any Board member from appearing before any governmental body, board, or department, in a manner consistent with other Board and Corporation policies and rules, to discuss any general Board or Corporation policies or public issues, including the presentation of viewpoints or petitions of other members;

- c. A Board member from testifying as a witness under subpoena in a judicial or quasi-judicial proceeding.

O. Shall not personally represent or appear in behalf of the private interests of another:

1. Before the Board, unless the member discloses his or her status as a Board member and the representation or appearance does not relate to a matter that was heard or decided by the Board; or

2. In a judicial or quasi-judicial proceeding to which the Board or the Corporation is a party, if the interest of the person being represented is adverse to that of the Board or the Corporation and the subject of the proceeding involves the Board or the Corporation.

P. Shall not use for their personal benefit and shall not disclose, except as may be required by law, confidential information gained in the course of or by reason of their positions. This provision shall not prohibit the disclosure of such information to incumbent public officials or employees to whose duties such information may be pertinent.

Q. Each Board member shall acknowledge in writing receipt of this Ethics Policy.

V. Reporting requirements

A. Financial Disclosure

1. Each Board member, excluding officials whose financial disclosure requirements are governed by local, state, or federal law, shall file with the Board Chair, within ten business days after the date of his or her appointment to the Board, a signed, sworn statement disclosing:

a. Where, by whom and in what specific capacity that person is employed or self-employed;

b. Membership on boards of directors of corporations, whether organized for profit or not;

c. Partnership interest in any business conducting business with the Board or the Corporation;

2. Each person submitting a statement of financial disclosure required under this section shall utilize a form provided by the Board Chair.

3. No person submitting such a statement of financial disclosure must indicate therein the extent of financial involvement in any investments.

4. Each person subject to this section shall thereafter file with the Board Chair a signed and sworn financial disclosure statement, on or before January 15 of each year while a member of the Board, or at any other time in which the person changes his or her primary employment or has made changes in financial investments which require disclosure under this section. Those persons who have no changes to report regarding the information required to be reported, may, in lieu of filing a complete financial disclosure form, file a short form annual report, provided that they have filed a complete financial disclosure form within the previous five years.

5. The Board Chair shall, no later than March 15 of each year, prepare a report which notes whether each person subject to the filing requirement of this section has filed the required financial disclosure statement as of the date of the report. In the event that a person subject to the filing requirement has not filed his or her financial disclosure statement by the date of the completion of the report or in the event that a person fails to file his or her financial disclosure form within ten business days after the date of their appointment and they do not already have a current financial disclosure form on file, the Board Chair shall send a written notice by certified mail, return receipt requested, with a copy sent by regular mail, to the person to advise the person that the Board Chair's records indicate that the person is subject to the requirement of this section, the person has not filed a financial disclosure statement as required by this section and that the person has fifteen days from the date of the letter to file

his or her financial disclosure statement. The Board Chair will also advise the board member that the intentional or deliberate failure to timely file the financial disclosure statement shall result in formal notice being submitted to the member agency, and, possible removal upon majority vote by the Board.

6. In the event that a Board member fails to file his or her financial disclosure statement by the deadlines calculated in paragraph 5 above, the Board Chair shall prepare and send a notice of the failure to each member of the Board for their review and consideration regarding the possible removal of the Board member as a member of the Board. A Board member who fails to file his or her financial disclosure statement as required by this section forfeits his or her voting rights on the Board until he or she complies with such financial disclosure requirements.

B. Reporting of Gifts

It is the policy of the Board that all Board members shall be careful about accepting gifts from any source, particularly from those sources who may transact business with the Board or the Corporation.

1. Each Board member, excluding officials who are required to report the receipt of gifts by local, state or federal law, shall keep a written record of all reportable gifts received during his or her term of office as a Board member.

2. Such record shall be made on a quarterly basis each year. The record shall include a description of the reportable gift received; the name of the person and organization giving the reportable gift; the relationship of the donor to the reporter, if any; the value or estimated value of the reportable gift; and the immediate or intended disposition of the reportable gift. A reportable gift consisting of a certificate or admission ticket to a future event or activity shall be deemed to have been received on the date on which the certificate or admission ticket was received.

3. Such record shall be submitted to the Board Chair on a form prepared by the Board Chair no later than the tenth day of the month following the end of the quarter. If a Board member has no gift to report for a quarter, a statement to that effect shall be included on the reporting form.

4. If a gift is returned to the sender or donated to a suitable charity immediately upon its receipt, reporting of the gift is unnecessary. Any gift, the receipt of which is prohibited by this policy, shall be returned to its source.

5. In no event shall any Board member accept a gift, if the source of the gift is not identified. If the source of any gift cannot be ascertained, the gift shall be donated to a suitable charitable organization.

6. Door prizes are not reportable as gifts unless (a) the likelihood of winning a prize of some sort is at least one chance in ten or (b) the combined value of all prizes is greater than \$10 multiplied by the number of persons eligible to win.

7. Except as provided herein, no Board member shall accept any expenses related to travel from an outside source. Acceptance of such expenses shall be made only if:

- a. The Board specifically authorizes receipt of the expenses; and,
- b. A public record of that action is maintained in the minutes of the Board.

8. Reportable gifts shall mean the following:

- a. Any thing of value, including edibles, if the fair market value exceeds \$50;
- b. Any hosting, such as travel and expenses, entertainment, meals or refreshments, that has a value of more than fifty dollars, other than hosting provided on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient;

- c. Any honorarium with a value of more than fifty dollars; and
 - d. Any other economic gain or economic advantage that has a value of more than fifty dollars and which was conferred on account of the official status of the recipient or in connection with official Board or Corporation business.
5. Any hosting, honorarium or other economic gain or economic advantage that is refused and returned to the sender within seventy-two hours of receipt shall not constitute a reportable gift under this section.
6. For purposes of this section, "honorarium" shall mean a payment, other than reimbursement for meals, travel or lodging expenses, for services provided in connection with addressing an audience or engaging in a seminar.

VI. Complaints

A. Any person may submit matters concerning an ethical issue under the provisions of this Ethics Policy to the Board Chair. Upon receipt of such written complaint, the complaint shall be referred to the Board for its review and consideration. "Just cause" means such cause as is found to exist upon a reasonable inquiry that would induce a reasonably intelligent and prudent person to believe that a person has committed an act or acts constituting an ethical violation under this policy.

B. The Board will schedule a review of the matter at the next Board meeting. The person submitting the complaint and any persons named in the complaint will be sent written notice of the date, time and place of the meeting by the Board Chair so that these persons may have the opportunity to attend the meeting at which the review will take place.

C. If the Board finds just cause in support of the complaint, the Board shall file a report with the Board Chair identifying in the report the particular provision or provisions of this Ethics Policy found to have been violated, and issue one or more of the following sanctions:

1. Letter of Notification. When the Board finds that a violation of the Ethics Policy was clearly unintentional or when the action or conduct found to have been a violation of the Ethics Policy was performed by the Board member in reliance on a written opinion of legal counsel the Board may issue a letter of notification advising the Board member of any steps to be taken to avoid future violations.

2. Letter of Admonition. When the Board finds that a violation of the Ethics Policy was minor and/or may have been unintentional, but where the circumstances merit a more substantial response, the Board may issue a Letter of Admonition.

3. Letter of Reprimand. When the Board finds that a violation of the Ethics Policy was committed intentionally or through reckless disregard of the provisions of the Ethics Policy, the Board may issue a letter of Reprimand.

4. Removal from Office. When the Board finds that a violation of the Ethics Policy was committed intentionally or through deliberate disregard of the provisions of the Ethics Policy, the Board may take action to remove the Board member as a member of the Board.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 4, 2020

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a Specific Use Permit application (SUB002458-2020) request to allow for a grocery store, a C-1 (Commercial) use in an M-1 (Industrial) zone, at 591 S. Darrington Rd. Horizon City, Texas 79928, legally described as being Lot 3, Block 8, Desert Palms Unit Three, Town of Horizon City, El Paso County, Texas. Application submitted by: Sallam Abdo Hafeed.

On November 16, 2020, the Planning and Zoning Commission voted 4-1 to recommend that the City Council approve a Specific Use Permit to allow for a grocery store to be located at 591 S. Darrington Road with the staff's recommended conditions. The M-1 zone that the property currently maintains does not specifically allow for the proposed use as it is considered a Commercial use in accordance with the City's Code. However, Section 703.2.H of Chapter 14 in the Zoning Ordinance (Exhibit A of Chapter 14 Zoning) permits for all uses listed for C-1 and C-2 to operate within an M-1 zone by a Specific Use Permit.

Staff has not received any correspondence in support or in opposition of the request. Staff recommends approval of the request with the condition that the structure and lot be brought up to compliance with the minimum requirements for the M-1 Industrial Zoning District. The staff report that was presented to the Planning and Zoning Commission is attached.



**TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report**

Case No.: SUP002458-2020
Application Type: Specific Use Permit (SUP)
P&Z Hearing Date: November 16, 2020
Staff Contact: Michelle Padilla, Planning Director
915-852-1046 ext.105; mpadilla@horizoncity.org

Address/Location: 591 S. Darrington Rd., Horizon City, TX 79928
Legal Description: Lot 3, Block 8, Desert Palms Unit Three, an addition in El Paso County
Acreage: Approximately .078 acres±
Existing Use: Vacant Building
Existing Zoning: M-1 (Industrial)
Request: SUP for a C-1 use in an M-1 zone to allow for a grocery store use
Owner: Contreras, Alejandro & Ana
Applicant: Sallam Abdo Hafeed

Surrounding Zoning and Land Use:

North: M-1 (Light Industrial) – Vacant
South: M-1 (Light Industrial) – Commercial and Industrial Development
East: County of El Paso-Residential
West: M-1 (Light Industrial) – Vacant

Future Land Use Designation: Light Industrial/Warehouse
Nearest Park: Golden Eagle Park (approximately 1/2 mile)
Nearest School: Frank Macias Elementary School (approximately 1/2 mile)

Application Description:

The applicant is requesting a Specific Use Permit to allow for a grocery store on a property that is zoned M-1 (Light Industrial). The use as proposed is considered a commercial use in the City's Municipal Code's Zoning Ordinance (Section 603.2 O). As a result, the applicant is requesting a Specific Use Permit to allow for C-1 (Commercial) use on a property that is zoned M-1 (Industrial).

Notice:

In accordance with Section 211.007 of the Texas Local Government Code, notices of the November 16, 2020 public hearing were mailed to those property owners within 200 feet of the subject property on October 23, 2020.

Staff Recommendation:

Staff recommends **approval** of the request for a Specific Use Permit for a grocery store, a C-1 use in an M-1 zone, with the condition that both the lot and structure be brought up to a conformance as outlined in the Zoning Ordinance for M-1 Zones and any requirements listed in the International Building Codes.

Section 703.2 allows for C-1 and C-2 businesses to be located in an M-1 zone with a specific use permit for consideration by the Planning and Zoning Commission and approval by the City Council. Although this area is designated as M-1 (Light Industrial) on the future land use map, the commercial land uses along Darrington Road show that this corridor is transitioning into a commercial corridor.

Planning Comments:

Staff recommends approval of the request for a *Specific Use Permit* for the grocery store, subject to the condition requiring that the structure and lot be brought up to compliance as outlined in the Industrial District of the Zoning Ordinance (Exhibit A of Chapter 14 of the Municipal Code), as follows:

1. The site shall conform to all standards set forth in Chapter 7 of the Zoning Ordinance and all other pertinent ordinances, to include access, paved areas, landscaping, fencing, storage, and drainage. Such improvements shall be shown on the site plan submitted with the plans submitted for building permits and shall require approval from the Town Engineer and Building Official.
2. Signs, if any, shall conform to the requirements set forth in Chapter 10 of the Zoning Ordinance.
3. Property owner or developer shall submit site development plans for approval prior to a building permit being issued for any portion of the project. Provisions for proper drainage shall be stated in the site development plans. Such plans must include depiction of access to and from Darrington Road and/or other streets.
4. The Building Official and Public Works Director may require additional improvements, plans, and facilities to ensure code adherence.
5. Prior to the issuance of a Certificate of Completion/Occupancy, the Emergency Service District #1 shall inspect building for compliance to applicable codes.

Vision 2030 – Future Land Use Map Designation:

The Future Land Use Map designates this area as Central Industrial Park. The area expresses aspirations for a blend between Light Industrial and Heavy Commercial. Uses are described as warehouses, research and development, the manufacturing and/or assembly of goods to be sold off-site, and related accessory and ancillary uses included in this land use designation.

Options available to the Planning and Zoning Commission:

The Planning and Zoning Commission may consider the following options and additional requirements that it identifies when reviewing this Specific Use Permit application:

1. Recommend approval of the request for Specific Use Permit in an M-1 Zoning District as stated.
2. Recommend approval of the request for Specific Use Permit in an M-1 Zoning District as stated, including any modifications to bring the Specific Use Permit into conformance with the Zoning Ordinance and the Vision 2020: Comprehensive and Strategic Plan.
3. Recommend denial of the Applicant's request for Specific Use Permit finding that it is not in conformance with the Zoning Ordinance and/or the Vision 2020: Comprehensive and Strategic Plan.

Attachments:

Attachment 1 – Zoning Map

Attachment 2 – Aerial

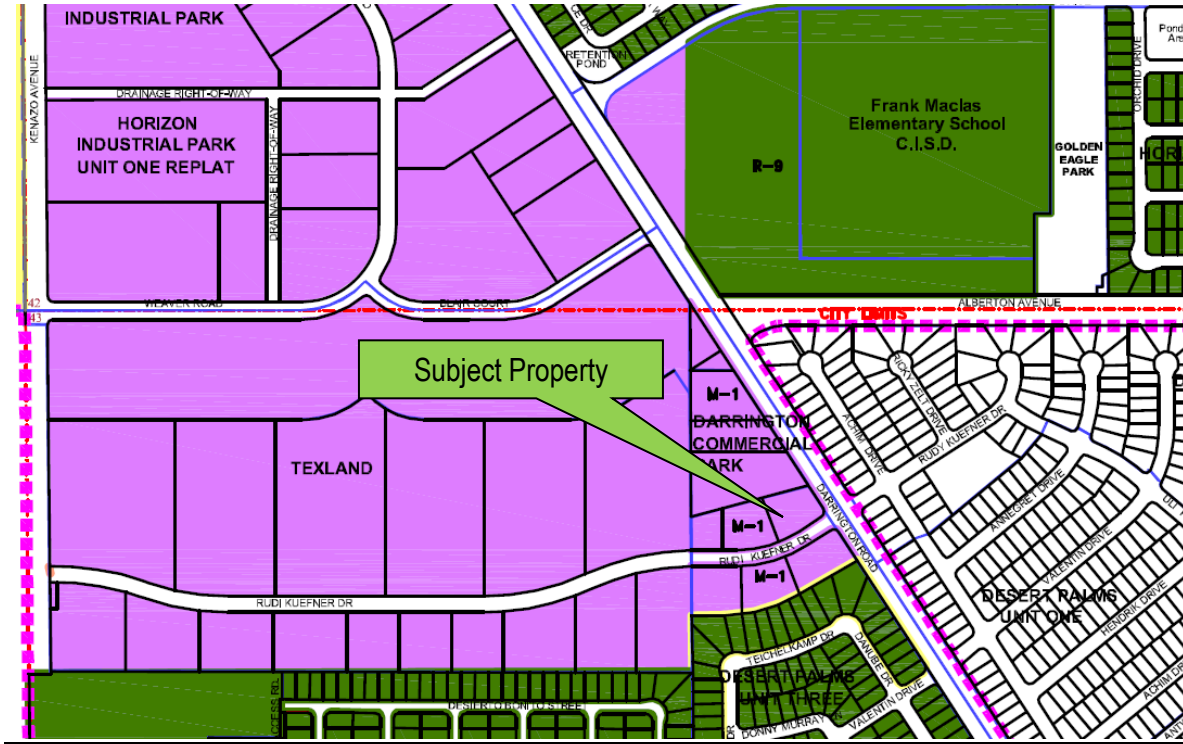
Attachment 3 – Site Plan

Attachment 4 - Plat of Survey

Attachment 5 – Letter to Board

Attachment 6 – Application

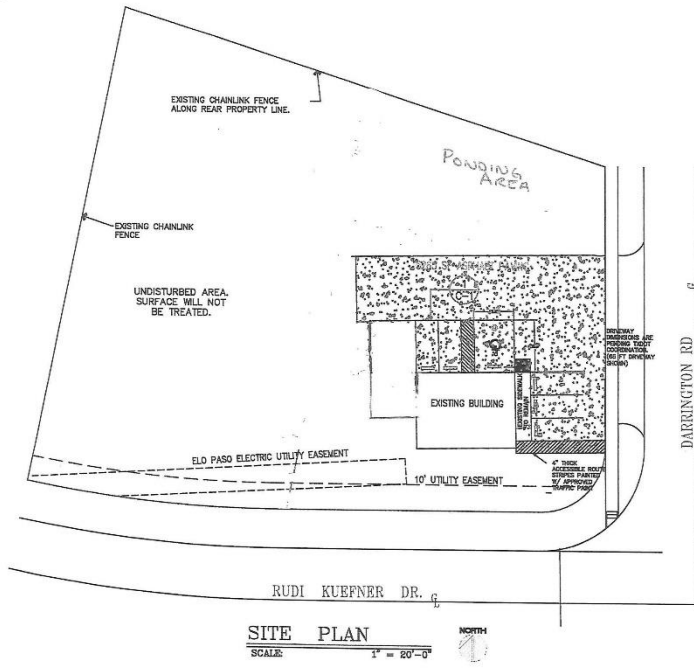
Attachment 1: Zoning Map



Attachment 2: Aerial

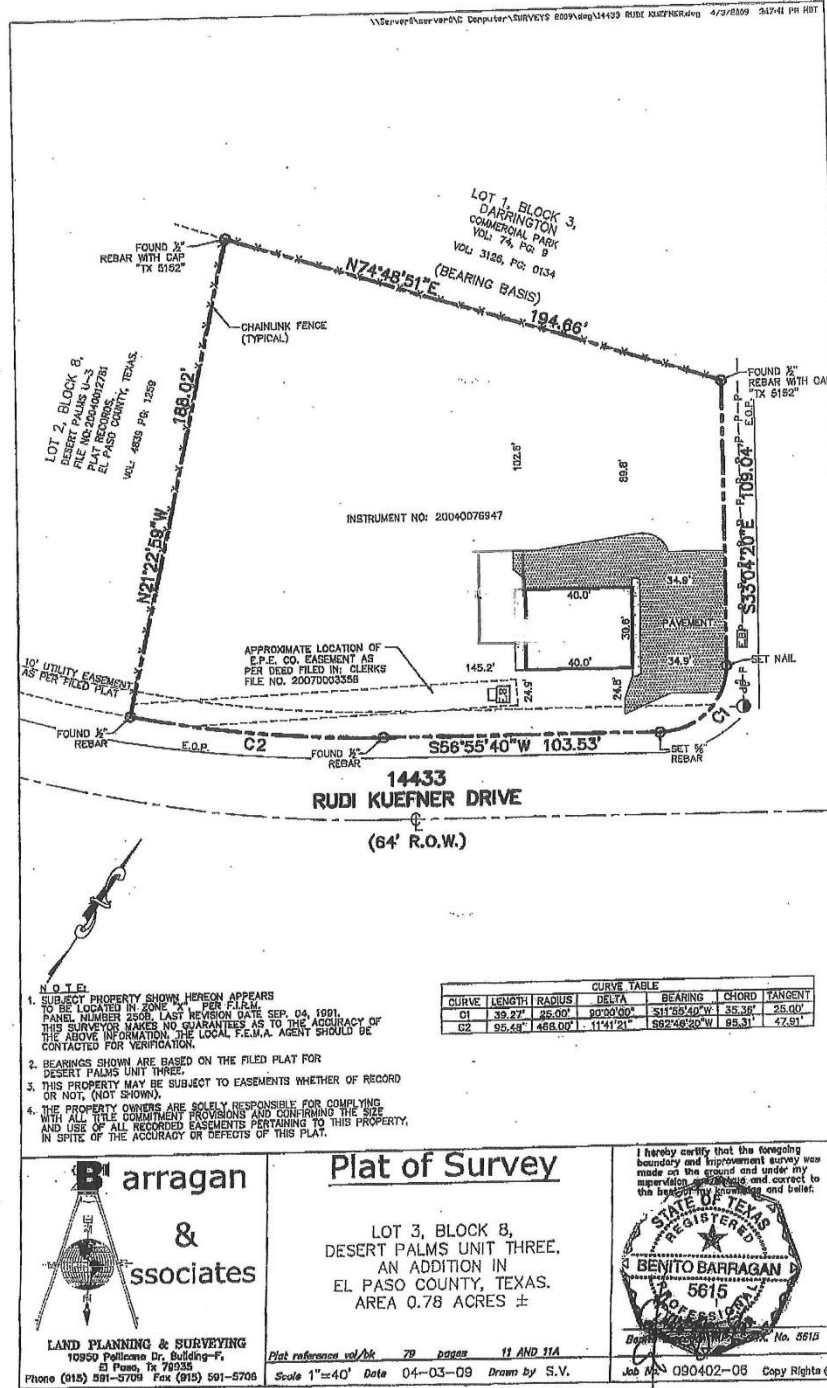


Attachment 3 - Site Plan



1:2

Attachment 4: Plat of Survey



Attachment 5: Letter to Board

ANA E. BOJORQUEZ
12388 Joe Gómez,
El Paso, TX 79928

RE: 591 Darrington Road

HORIZON CITY
P&Z Commission
TO WHOM IT MAY CONCERN
Horizon City, TX

October 23, 2020

Dear Sir or Madam;

This is to request a special use permit for the above reference property. The purpose is to open a grocery and tobacco store that falls under Zoning C-1

Mr. Sallam Abdo Hafeed will be leasing this property with the option to buy in two years. He will be the tenant and responsible for the process of the special use permit.

If you have any questions, please do not hesitate to direct them to me during the P&Z Commission meeting.

Best Regards,



Ana E. Bojorquez
Property Owner.

Attachment 4: Application

SUP 002458-2020



TOWN OF HORIZON CITY
 14999 Darrington Road
 Horizon City, Texas 79928
 Phone 915-852-1046 Fax 915-852-1005

**SPECIFIC USE PERMIT
 APPLICATION**

1. Property Owner of Record: ANA ELSA BOJORQUEZ
 (ADDRESS) 12388 JOE GOMEZ AVE. 79928 (ZIP) (915) 355-9544 (PHONE) anaelsarealtor@yahoo.com (EMAIL)

2. Applicant SALAM ABDO HAFEED Is applicant also the Owner? Yes No
 Contact Person ANA ELSA BOJORQUEZ Is applicant also the Contractor? Yes No
 (ADDRESS) 12388 JOE GOMEZ AVE. 79928 (ZIP) (915) 355-9544 (PHONE) anaelsarealtor@yahoo.com (EMAIL)

3. Contractor N/A
 (ADDRESS) (ZIP) (PHONE) (EMAIL)

4. Site Address/Location 591 DARRINGTON ROAD, HORIZON CITY, TX 79928
 Legal Description: 3 (Lot) 8 (Block) DESERT PALMS #3 (Subdivision Name)
 If the legal description of the complete tracts or if plat is not available, the required Metes & Bounds Description with a survey map is attached? Yes No

5. Briefly explain why you request a Specific Use Permit? SEE LETTER

6. Land's Presents Use: VACANT BUILDING Zone M1
 Land Vacant Lot size _____ Structure Structure's size 1280 Last known date the structure was occupied? AUGUST 30, 2020
 Land's Proposed Use: COMMERCIAL Proposed Zone Use C-1
 Will you be making any improvements to the existing lot or structure? Yes No This request includes Site Improvements for approval? Yes No

Building Official Findings & Pre Licensing Consultation for Non-Conforming Use & Site Improvements

7. Non-Conforming use of a lot, uses, land & structures, uses of structures, premises & characteristics of use or site improvements, necessitates that the applicant and/or contractor consult with the Town's Building Official on the proposed project & Business to discuss any requirements for this request.

A field inspection on (date) _____ determined the lot is: Not Applicable Legal Non-Conforming Non-Conforming and Requires the following: _____

 Building Official Signature Date

NOTICE: Applicant is responsible for all expenses incurred by the City in connection with the Specific Use Permit Application request, including but not limited to attorney's fees, engineering fees and publication. Additional charges will be invoiced separately and shall be paid to the Town prior to City Council action. Applicant's Signature Salam Hafeed

8. Signatures: ASBY (OWNER'S SIGNATURE) ANA ELSA BOJORQUEZ (OWNER'S PRINTED NAME)
Salam Hafeed (APPLICANT'S SIGNATURE) SALAM ABDO HAFEED (APPLICANT'S PRINTED NAME)

Application & Submittals Due Date: 10/19 TO 10/23/2020
 P&Z Scheduled Mtg. Date: NOV 2020 5th Monday
 City Council Scheduled Date: Dec 2020 2nd Tues.
 Application Received By: _____
 Date Application Rec'd: 10/23/2020

FEES:	
EL PASO TIMES PUBLISHING FEE	APPROXIMATELY \$280
ENGINEER FEES	\$60 PER EACH 1/2 HOUR

Please see reverse side for list of items required at time of submitting SUP application.

Revised 04May2020

Schedule appointment with Building Official



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 4, 2020

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a Specific Use Permit application (SUP002457-2020) request to allow for an elevated water storage tank on a property zoned C-1 (Commercial) located at 14100 Horizon Blvd., Horizon City, Texas, 79928, legally described as Lot 1, Block 12, Horizon Manor Unit One. Application submitted by TRE & Associates.

On November 16, 2020, the Planning and Zoning Commission voted unanimously to recommend that the City Council approve a Specific Use Permit to allow for the construction of an elevated water storage tank at 14100 Horizon Boulevard with the staff's recommended conditions. The C-1 zone that the property currently maintains does not specifically allow for the proposed use. However, Section 603.4- Prohibited Uses of Chapter 14 in the Zoning Ordinance (Exhibit A of Chapter 14 Zoning) in the Municipal Code prohibits all uses other than permitted uses and permitted accessory uses unless presented to and approved by the City Council as a Specific Use Permit (SUP).

Staff did not receive any correspondence in support or in opposition of the request ahead of the Planning and Zoning Commission meeting; however, on December 3, 2020, staff received an email from the abutting property owner explaining his opposition to the request. The email is attached. Staff recommends approval of the request with the condition that the property and structure be developed in conformance with all zoning and any other applicable requirements.

The staff report that was presented to the Planning and Zoning Commission is attached.

Michelle Padilla

From: Bruce Ponzio <bruceponzio@aol.com>
Sent: Thursday, December 3, 2020 1:32 PM
To: ltroncoso@tr-eng.com
Cc: Elizabeth Luna
Subject: RE: Public Hearing of a Specific Use Permit for 14100 Horizon Blvd for Elevated Storage Tank

Linda,

I received notice of a Public Hearing of a Specific Use Permit for 14100 Horizon Blvd for an Elevated Storage Tank.

My entity, BBF2 LLC, is the owner of the vacant land (2.60 acres) adjacent to the subject property on Horizon Blvd.

I do not want you to erect an Elevated Storage Tank as I feel that it will reduce the value of my Property.

The aesthetics for my Property along with all adjacent bordering property will be negatively affected with a storage tank adjacent to it.

I believe that public “negative” perception of a large storage tank affects my Property poorly.

Also, what about noise from the operation of the tank when it is filling?

I plan on attending the virtual meeting next Tuesday but wanted to put my objection in writing to you in advance.

Sincerely,
Bruce Ponzio
BBF2 LLC

Respectfully,

Bruce Ponzio

Ponzio Properties, LLC.
600 Sunland Park Dr. Bldg. 1 Suite 1-400
El Paso, TX 79912
915-533-3099 Office

[Texas Real Estate Information About Brokerage Services](#)
[Texas Real Estate Commission Consumer Protection Notice](#)

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TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: SUP-002457-2020
Application Type: Specific Use Permit
P&Z Hearing Date: November 16, 2020
Staff Contact: Michelle Padilla, Planning Director
[915-852-1046 ext.105](tel:915-852-1046); mpadilla@horizoncity.org

Address/Location: 14100 Horizon Blvd., Horizon City, Texas 79928
Legal Description: 12 Horizon Manor #1 Replat WLY PT OF BLK
Property ID: 230349
Acreage: 2.56 acres
Existing Use: HRMUD's Administration Building/Offices
Existing Zoning: C-1 Commercial Use
Request: Specific Use Permit to allow a use not listed in the Municipal Code.
Owner: Horizon Regional Municipal Utility District (District)
Applicant: TRE & Associates, Nadia Ganser

Surrounding Zoning and Land Use:

North: R-2 (Residential)-Single Family Units
South: A-1 (Apartments) – Apartment Complex
East: C-1 (Commercial) - Church
West: C-1 (Commercial) – Commercial Development

Future Land Use Designation: Commercial Use
Nearest Park: David Ortiz Park
Nearest School: Horizon High School

Application Description:

The applicant is requesting a Specific Use Permit to erect, manage and operate a 1.5-million-gallon elevated storage tank for potable water, measuring approximately 170 feet in height, within a fenced area adjacent to the existing HRMUD Administration building currently zoned C-1 (Commercial). The use is not specifically listed in the zoning municipal code of ordinances. Section 603.4- Prohibited Uses of Chapter 14 in the Zoning Ordinance (Exhibit A of Chapter 14 Zoning) in the Municipal Code prohibits all uses other than permitted uses and permitted accessory uses unless presented to and approved by the City Council as a Specific Use Permit (SUP). If the SUP is approved, the developer will need to submit for all applicable permits and ensure that the site and structures comply with all standards, to include zoning regulations.

Notice:

In accordance with Section 211.007 of the Texas Local Government Code, notices of the November 16, 2020 public hearing were sent to those property owners within 200 feet of the subject property on October 23, 2020. Any responses received by staff, will be presented to the Commission at the Planning and Zoning meeting.

Staff Recommendation:

Staff recommends **approval** of the request for a Specific Use Permit for elevated storage tank in a commercial zone, with the condition that the property and structure be developed in conformance with all zoning and any other applicable requirements.

Planning Comments:

If approved, the storage tank and site will need to be improved to meet all applicable requirements.

Shaping Our Horizon 2030 – Future Land Use Map Designation:

The Future Land Use Map designates this area as Commercial, the land use classification includes retail, offices, business, personal and professional services, restaurants, banks and financial institutions, doctor, dentist and other medical offices, and related accessory and ancillary uses.

Options available to the Planning and Zoning Commission:

The Planning and Zoning Commission may consider the following options and additional requirements that it identifies when reviewing this rezoning application:

1. Recommend approval of the request for Specific Use Permit in a C-1 Zoning District as stated.
2. Recommend approval of the request for Specific Use Permit in a C-1 Zoning District as stated, including any modifications to bring the Specific Use Permit into conformance with the Horizon City Municipal Code and Shaping Our Horizon 2030: Comprehensive and Strategic Plan.
3. Recommend denial of the Applicant’s request for Specific Use Permit finding that it is not in conformance with the Horizon City Municipal Code and/or Shaping Our Horizon 2030: Comprehensive and Strategic Plan.

Attachments:

Attachment 1 – Zoning Designation

Attachment 2 – Aerial View

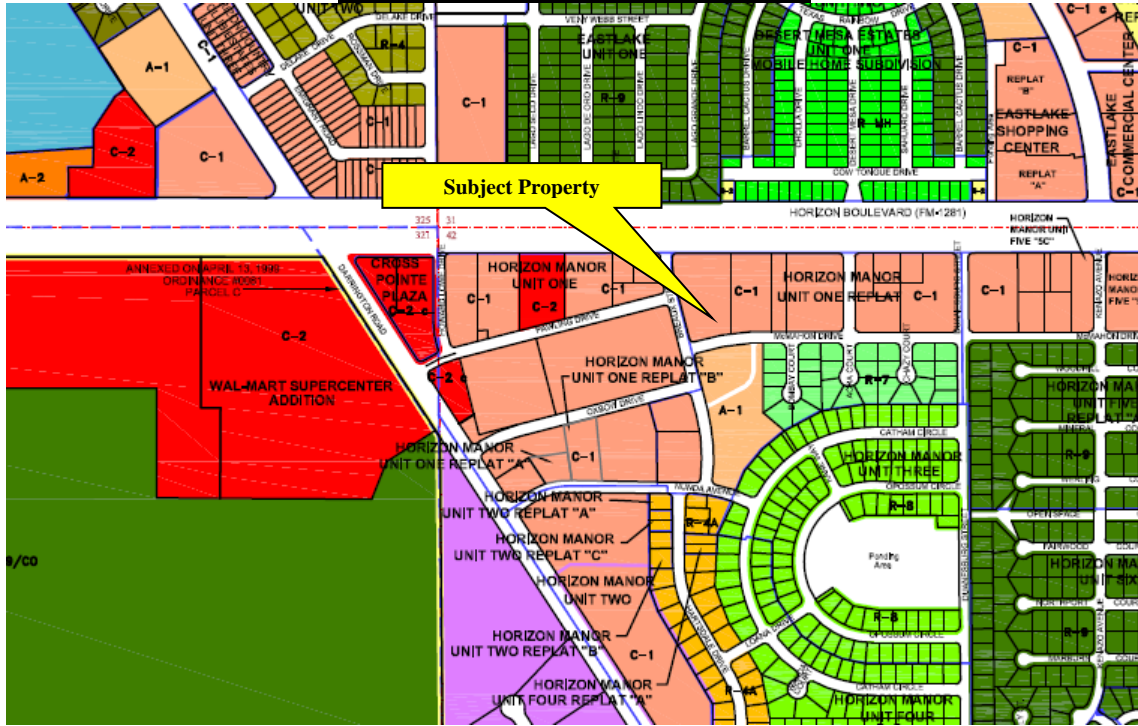
Attachment 3 – Location Map

Attachment 4 – Site Plan

Attachment 5 – Letter from Applicant

Attachment 6 – Application

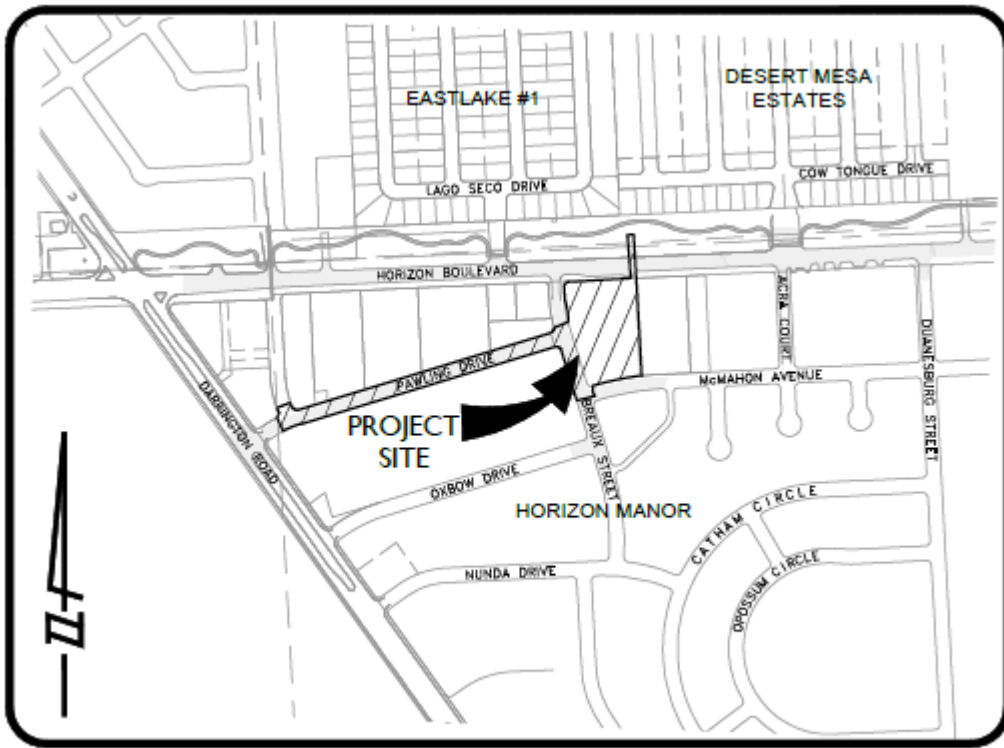
Attachment 1: Zoning Designation



Attachment 2: Aerial



Attachment 3- Location Map



LOCATION MAP
1" = 200'

Attachment 4: Applicant's Letter



Engineering Solutions

October 27, 2020

Email

Ms. Michelle Padilla
Planning Director
Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

**Re: Special use Permit – Use Description
Elevated Storage Tank No. 5
TRE No.: 1277-11718-32**

Dear Ms. Padilla:

Horizon Regional Municipal Utility District (HRMUD), the property owner of 14100 Horizon Boulevard, Horizon City, Texas, is respectfully requesting the ability to construct, manage and operate a 1.5 million gallon elevated storage tank for potable water within the fenced area adjacent to the existing HRMUD administration building.

This property is a 2.5592 acre tract of land legally described as Lot 1, Block 12 of Horizon Manor #1. Should you have any questions or desire additional information, please contact me at 512-358-4049 or at nganser@tr-eng.com or Karen Barraza at 915-852-9093.

Sincerely,

TRE & Associates, LLC

A handwritten signature in blue ink that reads 'Nadia E. Ganser'.

Nadia E. Ganser, P.E.
Project Manager

NG:kb

Cc: Ms. Karen Barraza; TRE & Associates, LLC

Attachment 5: Application



TOWN OF HORIZON CITY
 14999 Darrington Road
 Horizon City, Texas 79928
 Phone 915-852-1046 Fax 915-852-1005

SPECIFIC USE PERMIT APPLICATION

1. **Property Owner of Record:** Horizon Regional Municipal Utility District
 14100 Horizon Blvd Horizon City, TX 79928
 (ADDRESS) (ZIP) (PHONE) (EMAIL)
 2. **Applicant** TRE & Associates, LLC Is applicant also the Owner? Yes No
 Contact Person Nadia Ganser Is applicant also the Contractor? Yes No
 110 Mesa Park Dr. Suite 200 El Paso, TX 79912 (512) 358-4049 nganser@gmail.com
 (ADDRESS) (ZIP) (PHONE) (EMAIL)
 3. **Contractor** TBD
 (ADDRESS) (ZIP) (PHONE) (EMAIL)
 4. **Site Address/Location** 14100 Horizon Blvd
Legal Description: 1 12 Horizon Manor #1
 (Lot) (Block) (Subdivision Name)
 If the legal description of the complete tracts or if plat is not available, the **required** Metes & Bounds Description with a survey map is attached? Yes No
 5. Briefly explain why you request a Specific Use Permit? Elevated Water Storage Tank
 6. **Land's Presents Use:** offices, ponding Zone _____
 Land Vacant Lot size _____ Structure Structure's size _____ Last known date the structure was occupied? N/A
Land's Proposed Use: ponding, elevated water storage tank Proposed Zone Use N/A
 Will you be making any improvements to the existing lot or structure? Yes No This request includes *Site Improvements* for approval? Yes No

Schedule appointment with Building Official

Building Official Findings & Pre Licensing Consultation for Non-Conforming Use & Site Improvements

7. **Non-Conforming use of a lot, uses, land & structures, uses of structures, premises & characteristics of use or site improvements, necessitates that the applicant and/or contractor consult with the Town's Building Official on the proposed project & Business to discuss any requirements for this request.**

A field inspection on (date) _____ determined the lot is: Not Applicable Legal Non-Conforming Non-Conforming and Requires the following: _____

Building Official Signature _____
Date

NOTICE: Applicant is responsible for all expenses incurred by the City in connection with the Specific Use Permit Application request, including but not limited to attorney's fees, engineering fees and publication. Additional charges will be invoiced separately and shall be paid to the Town prior to City Council action. Applicant's Signature: Nadia E. Ganser

8. **Signatures:**

 (OWNER'S SIGNATURE)

 (APPLICANT'S SIGNATURE)

G.L. Jarvis
 (OWNER'S PRINTED NAME)
Nadia E. Ganser
 (APPLICANT'S PRINTED NAME)

FEES:

EL PASO TIMES PUBLISHING FEE	APPROXIMATELY \$280
ENGINEER FEES	\$60 PER EACH 1/2 HOUR

Application & Submittals Due Date: _____
 P&Z Scheduled Mtg. Date: _____
 City Council Scheduled Date: _____
 Application Received By: _____
 Date Application Rec'd: _____

Please see reverse side for list of items required at time of submitting SUP application.

Revised 04May2020



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 4, 2020

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On the preliminary and final plat applications for the Rancho Desierto Bello Unit Thirteen subdivision (SUB002456-2020), legally described as a portion of Leigh Clark Survey 297, and Section 43, Block 78, Township 3, Texas and Pacific Railroad Company, Town of Horizon City, El Paso County, Texas and authorizing the Mayor to finalize negotiations on and execute the Developer Participation Agreement for the parkland dedication requirements. Application submitted by TRE & Associates, L.L.C.

On November 16, 2020, the Planning and Zoning Commission voted unanimously to recommend approval of the preliminary plat application for Phases I and II of the Rancho Desierto Bello Unit Thirteen subdivision and the final plat for Phase I of the subdivision with the condition that all staff comments be addressed prior to City Council action.

Phase I of the development includes a 5.022-acre park that the developer will improve with amenities above and beyond the minimum requirements and is requesting that the additional acreage and improvements be credited to future units of the remaining development. Units 12 and 13 require a 1.5 acre park to be dedicated. A credit of 3.522 acres will remain for future units of the development.

It is requested that the City Council authorize the Mayor to finalize the terms of the Developer Participation Agreement for the park improvements to allow the developer to utilize the credits for future units and install improvements beyond the minimum improvements in lieu of paying park fees.

Attached for your review is a revised version of the staff report that was presented to the Planning and Zoning Commission.



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report
REVISED

Case No.: SUB002456-2020 - Rancho Desierto Bello Unit Thirteen
Application Type: Preliminary Plat Resubmittal with Final Plat Phase 1
P&Z Hearing Date: November 16, 2020
Staff Contact: Michelle Padilla, Planning Director
915-852-1046 ext.105; mpadilla@horizoncity.org

Address/Location: The vacant parcel is located to the west of Darrington Road, east of Ricardo Estrada Middle.

Legal Description: A portion of Leigh Clark Survey No. 297, Section 43, Block 78, Township 3, Texas and Pacific Railroad Company, Town of Horizon City, El Paso County, Texas

Acreage: Approximately 47.164 ± Acres

Existing Use: Vacant

Existing Zoning: R-9 and R-2 (Residential)

Owner: SDC Development, LTD.

Applicant/: TRE & Associates, L.L.C.

Surrounding Zoning and Land Use:

North: R-9 (Residential)

South: R-9 (Residential)

East: R-9 (Residential)

West: R-2 (Residential)- Clint ISD School

Future Land Use Designation: Single Family Detached Homes

Nearest Park: Golden Eagle Park

Nearest School: Ricardo Estrada Middle School

Application Description:

PRELIMINARY PLAT: The proposed subdivision includes 165 lots for single-family residential development, the smallest lot measuring approximately 6,105 square feet and the largest lot measuring approximately 12,962 square feet in size. The preliminary plat identifies two phases of development and this application includes the final plat for Phase I of the Unit 13 development.

In accordance with Section 2.8.1 of the Subdivision Ordinance, the proposed subdivision will require dedicating a minimum of ~~4-acre~~ **1.5 acres** of parkland with Rancho Desierto

Bello Unit 13. Parkland fees for the 88 lots over the cumulated lot count amount to \$35,200. Parkland fees shall be paid prior to filing the final plat.

FINAL PLAT PHASE I: The proposed final subdivision includes 82 lots for single-family residential development, the smallest lot measuring approximately 6,105 square feet and the largest lot measuring approximately 12,962 square feet in size. **The proposed park is 5.022 acres, so the development will carry a credit of 3.522 acres of parkland to be utilized for future units of the development.**

Staff Recommendation:

Staff recommends *conditional approval* of the proposed preliminary plat with the following conditions:

1. The traffic impact analysis (TIA) is required for the remaining subdivisions within the remaining Rancho Desierto Bello Development (approximately 236 acres). The developer has been asked to coordinate scope of the required TIA with the Town Engineer. The TIA shall be submitted prior to or with the final plat applications for the remaining units of the overall development.
2. The approval of the subdivision plat is contingent upon the approval of the vacation application for a portion of LTV Road by City Council.

Planning Comments:

- Using a table, please list all revised dates on the face of the plat.
- The required park fees shall be paid prior to recordation.

Public Works Director Comments:

On October 23, 2020, the following review comments were received for the final plat phase 1:

1. Address review/approval by the El Paso County 9-1-1 District is required.
2. Provide a copy of the restrictions and covenants to be recorded, if any.

Preliminary Plat was deemed approved as of March 2020.

Town Engineer Comments:

On November 4, 2020 the following review comments were received:

1. Label POC and POB on plat corresponding to metes and bounds description.
2. Provide closure reports for the subdivision and the individual lot to ensure closure.

El Paso County 9-1-1 District:

As of date, the District has not provided review comments.

Additional Requirements:

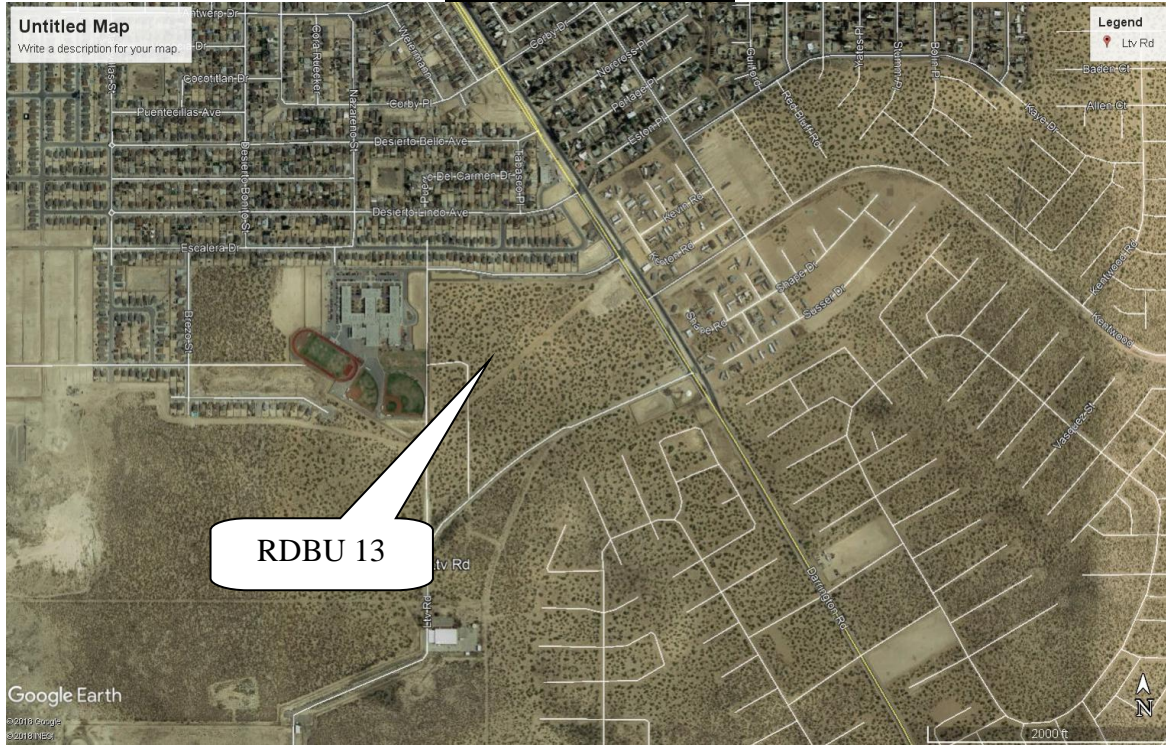
Failure of the subdivider to submit a recording plat within twelve (12) months of approval of the final plat by the City Council will nullify the approval of the final plat and obligate the subdivider to reapply for preliminary plat approval should the subdivider wish to pursue the subdivision. (§4.11.2 Subdivision Municode Chapter 10)

Attachments:

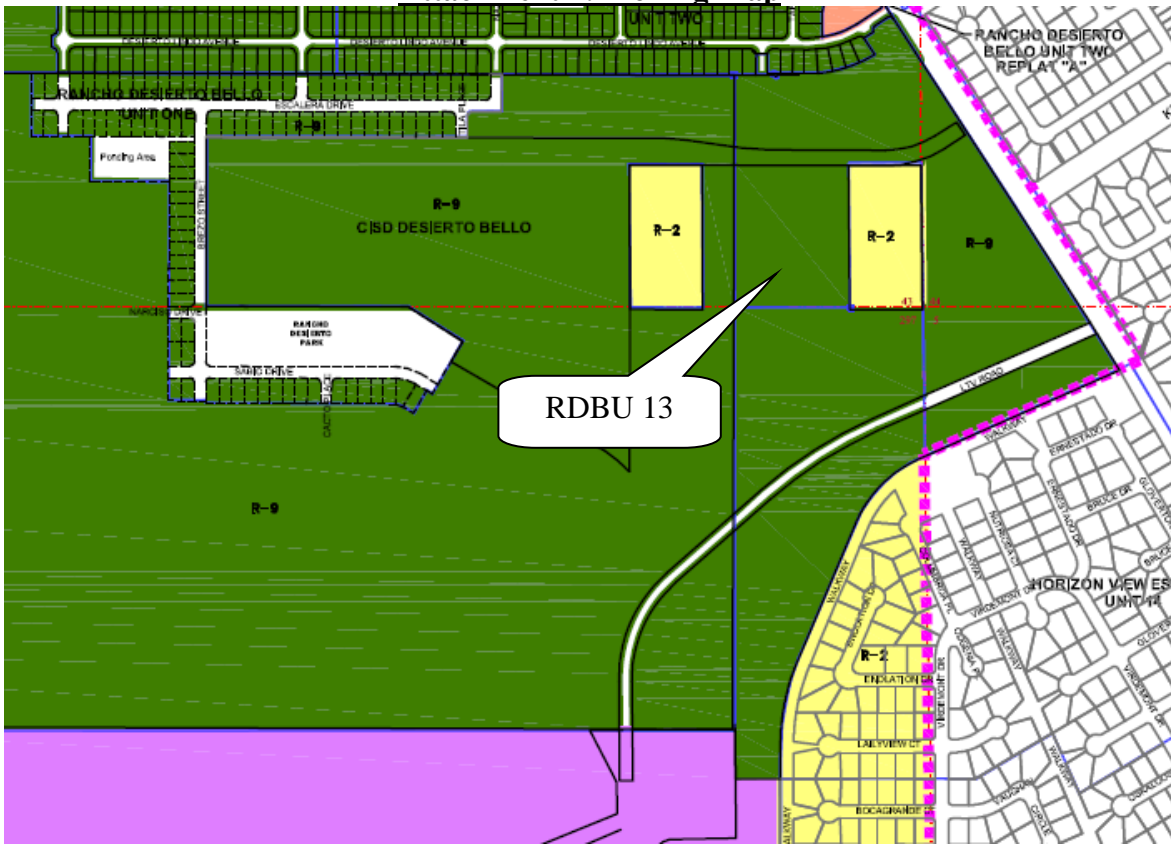
1 - Aerial

- 2 - Zoning Map
- 3 - Location Map
- 4 - Preliminary Plat
- 5- Final Plat Phase 1
- 6- Plat Applications

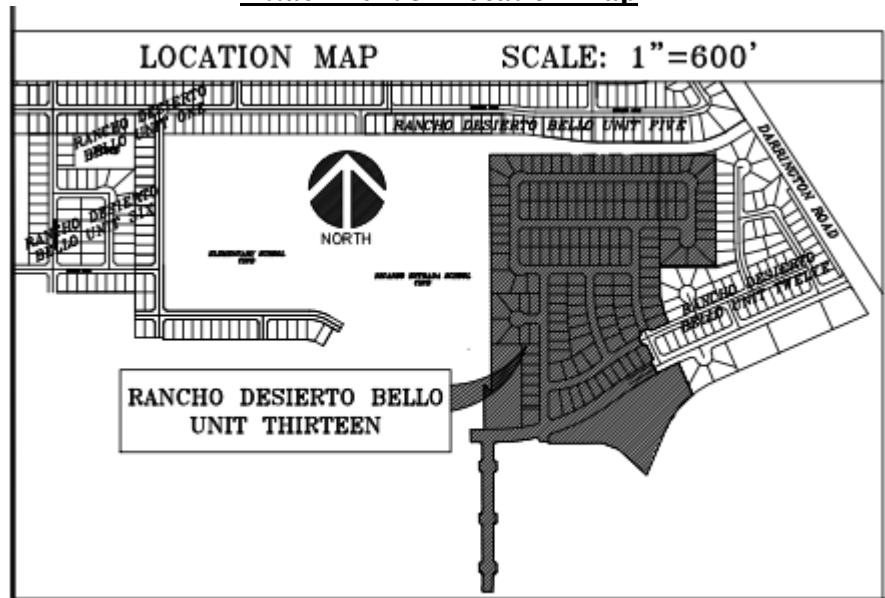
Attachment 1: Aerial



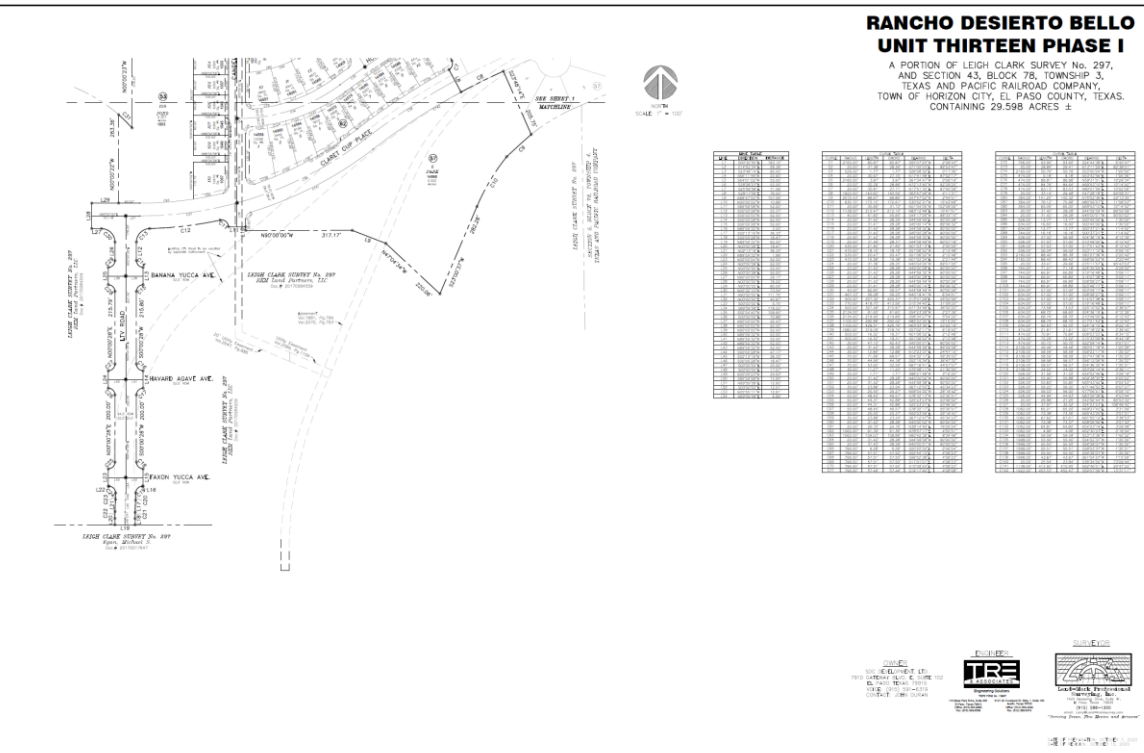
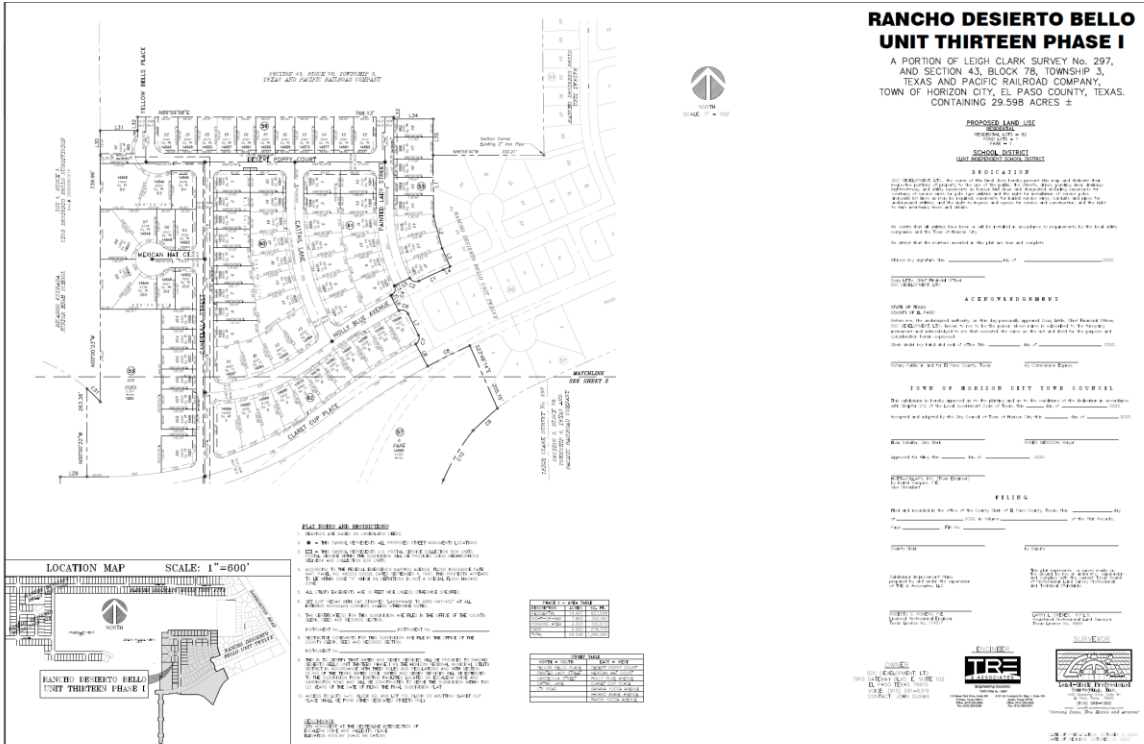
Attachment 2: Zoning Map



Attachment 3- Location Map



Attachment 5 – Final Plat (10/15/2020)



Attachment 6 - Applications

SUB002456 2020



TOWN OF HORIZON CITY
 14999 Darrington Road
 Horizon City, Texas 79928
 Phone 915-852-1046 Fax 915-852-1005

**MAJOR SUBDIVISION
 PRELIMINARY APPLICATION**

SUBDIVISION PROPOSED NAME: Rancho Desierto Belle Unit 13 SUBMITTAL DATE: 10/07/2020

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
A PORTION OF LEIGH CLARK SURVEY No. 297, AND SECTION 43, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAIROAD COMPANY, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS, CONTAINING 47.164 ACRES +/-.

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	<u>28.276</u>	<u>165</u>	OFFICE		
DUPLEX			STREET & ALLEY	<u>11.558</u>	
APARTMENT			PONDING & DRAINAGE	<u>2.307</u>	<u>1</u>
MOBILE HOME			INSTITUTIONAL		
P.U.D.			OTHER		
PARK (Min 1 acre)	<u>5.022</u>	<u>1</u>			
SCHOOL					
COMMERCIAL			TOTAL NO. SITES		<u>167</u>
INDUSTRIAL			TOTAL (GROSS) ACREAGE	<u>47.164</u>	

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? R-9, R-2 PROPOSED ZONING N/A
4. WILL THE RESIDENTIAL SITES, AS PROPOSED, PERMIT DEVELOPMENT IN FULL COMPLIANCE WITH ALL ZONING REQUIREMENTS OF THE EXISTING RESIDENTIAL ZONE(S)? YES NO
5. WHAT TYPE OF UTILITY EASEMENTS ARE PROPOSED? UNDERGROUND OVERHEAD COMBINATION
6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Underground storm sewer system to Retention Pond.
7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES N/A
8. ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? YES NO
9. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES NO
 IF ANSWER IS "YES", PLEASE EXPLAIN THE NATURE OF THE MODIFICATION _____
10. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY MEDIANS OTHER N/A
11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: _____
12. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES NO N/A INITIALS KB
 IF YES, submit REQUIRED GUARANTEE (SECTION 4.10.3 & 8.1.7, Municode Chapter 10) OR Improvement Cost Estimates & Construction Agreement _____
13. WILL ANY RESTRICTIONS AND COVENANTS BE RECORDED WITH PLAT? YES NO INITIALS KB IF YES, PLEASE SUBMIT COPY.
14. OWNER OF RECORD SDC Development, LTD 7910 Gateway Blvd E. Suite 102, El Paso, Tx 79915 jduran@desertviewhomes.com (915) 591-5319
 (NAME & ADDRESS) (EMAIL) (PHONE)
15. DEVELOPER SDC Development, LTD 7910 Gateway Blvd E. Suite 102, El Paso, Tx 79915 jduran@desertviewhomes.com (915) 591-5319
 (NAME & ADDRESS) (EMAIL) (PHONE)
16. ENGINEER TRE & Associates, LLC 110 Mesa Park Drive Suite 200 kbarraza@tr-eng.com (915) 852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)
17. APPLICANT TRE & Associates, LLC 110 Mesa Park Drive Suite 200 kbarraza@tr-eng.com (915) 852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)
18. REP/POINT OF CONTACT Karen Barraza/ TRE & Associates, LLC 110 Mesa Park Drive Suite 200 kbarraza@tr-eng.com (915) 852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)

NOTE:
 Applicant is responsible for all expenses incurred by the City in connection with the Preliminary Plat approval request, including but not limited to attorney's fees, engineering fees and publication. Charges exceeding deposit will be invoiced separately. Initials KB.

Applicant Signature [Signature] EMAIL kbarraza@tr-eng.com

APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
 Acceptance of fee does not grant acceptance of application.
 Non Refundable Deposit \$500.00 | Application Fee: \$100

Planning Department
 Date Rec'd: 10/22/2020

SUB002456-2020



TOWN OF HORIZON CITY
14999 Darrington Road
Horizon City, Texas 79928
Phone 915-852-1046 Fax 915-852-1005

MAJOR SUBDIVISION
FINAL PLAT APPLICATION

SUBDIVISION PROPOSED NAME: Rancho Desierto Bello Unit 13 Phase I SUBMITTAL DATE: 10/07/2020

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
A PORTION OF LEIGH CLARK SURVEY No. 297, AND SECTION 43, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD COMPANY, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS, CONTAINING 29.598 ACRES +/-.

Table with 4 columns: PROPERTY LAND USES, ACRES, SITES, ACRES, SITES. Rows include SINGLE-FAMILY, DUPLEX, APARTMENT, MOBILE HOME, P.U.D., PARK (Min 1 Acre), SCHOOL, COMMERCIAL, INDUSTRIAL, OFFICE, STREET & ALLEY, PONDING & DRAINAGE, INSTITUTIONAL, OTHER, and TOTAL NO. SITES / TOTAL (GROSS) ACREAGE.

- 3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? R-9, R-2 PROPOSED ZONING N/A
4. WILL THE RESIDENTIAL SITES, AS PROPOSED, PERMIT DEVELOPMENT IN FULL COMPLIANCE WITH ALL ZONING REQUIREMENTS OF THE EXISTING RESIDENTIAL ZONE(S)? YES [] NO []
5. WHAT TYPE OF UTILITY EASEMENTS ARE PROPOSED? UNDERGROUND [] OVERHEAD [] COMBINATION [x]
6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Underground storm sewer system to Retention Pond.
7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES N/A
8. ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? YES [] NO [x]
9. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES [] NO [x]
10. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY [] MEDIANS [] OTHER [] N/A

11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES:
12. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? [] YES [x] NO [] N/A INITIALS KB
IF YES, submit REQUIRED GUARANTEE (SECTION 4.10.3 & 8.1.7, Municode Chapter 10) OR Improvement Cost Estimates & Construction Agreement

- 13. WILL ANY RESTRICTIONS AND COVENANTS BE RECORDED WITH PLAT? YES [] NO [x] INITIALS KB IF YES, PLEASE SUBMIT COPY.
14. OWNER OF RECORD SDC Development, LTD iduran@desertviewhomes.com (915) 591-5319
15. DEVELOPER SDC Development, LTD iduran@desertviewhomes.com (915) 591-5319
16. ENGINEER TRE & Associates, LLC kbarraza@tr-eng.com (915) 852-9093
17. APPLICANT TRE & Associates, LLC kbarraza@tr-eng.com (915) 852-9093
18. REP/POINT OF CONTACT TRE & Associates, LLC kbarraza@tr-eng.com (915) 852-9093

NOTE: Applicant is responsible for all expenses incurred by the City in connection with the Final plat approval request, including but not limited to attorney's fees, engineering fees and publication. Charges exceeding deposit will be invoiced separately. Initials KB
Applicant Signature [Signature] EMAIL kbarraza@tr-eng.com

APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
Acceptance of fee does not grant acceptance of application.
Non Refundable Deposit \$500.00 | Application Fee: \$150

Planning Department
Date Rec'd 10/06/2020
By [Signature]

PARKLAND DEVELOPER PARTICIPATION AGREEMENT

RANCHO DESIERTO BELLO UNIT #13

**BETWEEN THE TOWN OF HORIZON CITY
AND
RANCHOS REAL XV, LLC**

This Parkland Developer Participation Agreement (the "Agreement") is made and entered into as of the ____ day of _____ 2020 (the "Effective Date"), by and between the TOWN OF HORIZON CITY ("City"), and SDC Development, LTD, a _____ company ("Developer").

RECITALS

A. Developer owns property described as Rancho Desierto Bello Unit #13 on Exhibit "A" attached hereto (the "Developer Property")

C. Developer is required by the approved preliminary plat for the Developer Property to dedicate certain parkland ("Dedicated Park") and/or pay certain in-lieu park fees pursuant to Horizon City Code Chapter 10, Article 10.02, Section 2.8 in connection with the development of the Developer Property pursuant to the rules and regulations of the City and dedicate the required parkland to the City for use as a public park.

D. The Developer has requested that in lieu of making certain in-lieu park fees to the City, that it be allowed to use the required funds to construct additional improvements to the Dedicated Park ("Additional Park Improvements") and receive credit for the expenditure of the additional funds in lieu of payment of the required park fees to the City.

E. The Developer will enter into a Construction Agreement with the City with regard to the public improvements that the subdivision of the Developer Property is required to provide under the Horizon City Code Chapter 10, Article 10.02, Section 8.

E. As provided in Texas Local Government Code §212.071 and §232.105, a municipality may contract with a developer to construct public improvements and participate in the cost of the additional improvements not exceed thirty (30%) percent of the total contract price and participate at a level not to exceed one hundred (100%) percent of the total cost of any oversized improvements required by the municipality.

F. Developer and City desire that the Developer shall construct the additional improvements to the dedicated park property concurrent with the Developer's construction of the adjacent Subdivision improvements and acknowledge that the amount of the cost of the additional improvements does not exceed thirty percent (30%) of the total cost of public improvements being required by the City for such Subdivision.

NOW, THEREFORE, for and in consideration of the promises, mutual agreements and in-kind services set forth, the parties mutually agree as follows:

1. PARTIES' OBLIGATIONS

(a) Developer Obligations. Developer shall be responsible to plan, design, engineer, plat and construct all improvements to the Dedicated Park as required by the City in its approval of the Final Plat for Rancho Desierto Bello Unit #13 (concurrent with this Agreement) depicted in the attached Exhibit B. The cost estimate for construction of all of the public improvements for the Developer Property is attached to this Agreement as Exhibit C, including the costs of the additional improvements to the Dedicated Park (the "Cost Estimate"). All work shall be done in consultation with The City staff to assure that all aspects of the work to be performed are consistent with the City Final Plat approval and requirements.

Developer and City agree that concurrent with the planning, design, engineering and construction of the Developer Property, the Developer shall construct the Additional Park Improvements.

(b) Construction Costs. Developer shall be solely responsible for the payment of any and all costs and expenses related to the planning, designing, engineering, platting and constructing the entire Developer Property, the Dedicated Park and the Additional Park Improvements as shown on Exhibit C.

The City will give the Developer credit in lieu of park fees for a portion of the total contract price of the public improvements constructed under this Agreement to the extent of thirty (30%) of the total cost of the public improvements being required by the City for the portion described herein as the Additional Park Improvements. The remaining improvements constructed above the required 30% shall be credited to future new development in another subdivision development application that the Developer submits and such credit shall be equal to 3.522 acres of future new development units.

(c) Party Coordination; Platting. Developer shall consult with the City's designated representatives to assure that all work is done consistent with and in compliance with City rules, regulations, and conditions including inspection on the on-going work, and applicable federal and state laws and requirements. City designated representative may, at reasonable times, observe or inspect all work done and materials furnished for the Developer Property, the Dedicated Park and the Additional Park Improvements. If City designated representative reasonably believes the Developer Property, the Dedicated Park and the Additional Park Improvements is not being constructed as per the approved plans and specifications, the parties' designated representatives shall meet to discuss appropriate actions to ensure that any defects in the Developer Property, the Dedicated Park and the Additional Park Improvements or deviations in the approved designs are remedied. After final completion of the construction of the Developer Property, the Dedicated Park and the Additional Park Improvements and the Dedicated Park, including the Additional Park Improvements, shall be dedicated and accepted as required by the City's subdivision ordinance.

(d) Time for Completion. All work to be performed under this Agreement (excluding maintenance and repair after acceptance) shall be substantially completed in no more than two (2) years from the Effective Date, concurrent with the Subdivision Construction Agreement. Upon achieving substantial completion, Developer shall notify City, who shall promptly inspect Developer's work and either accept the work or notify Developer of deficiencies that must be corrected before the work can be accepted.

(e) Invoice. Upon satisfactory completion and acceptance of the improvements, the Developer shall submit to City an invoice detailing the cost of planning, designing, engineering and constructing the Additional Park Improvements for an amount not to exceed the approved amount of the in-lieu park fees of **\$194,000.**

(f) The Developer agrees to provide City with copies of all subcontractor and consultant agreements used by the Developer in the construction of the Dedicated Park and the Additional Park Improvements. The City shall also have the right to inspect the Developer's books and records related to the construction of the Dedicated Park and the Additional Park Improvements during regular business hours and after reasonable written notice.

2. TERM. This Agreement shall automatically terminate after the construction of the Developer Property, the Dedicated Park and the Additional Park Improvements is completed, the City Public Works Director has inspected the project to assure that the City Design Standards have been met and the City has accepted the dedication of the Dedicated Park, including the Additional Park Improvements.

3. BOND REQUIRED. The Developer must execute or cause its contractor to execute a performance bond for one hundred percent (100%) of the amount of the in-lieu park fees to secure fulfillment of all the Developer's obligations under this Agreement. The bond or bonds must be in the form attached hereto as Exhibit "D" and incorporated herein for all purposes. The bond must be executed by a corporate surety in accordance with Chapter 2253, Government Code, Vernon's Annotated Civil Statutes. The bond(s) shall identify the City as an additional named Obligee.

4. INSURANCE. During construction, Developer shall carry and maintain, or cause to be carried and maintained by its contractors, in full force and effect the following insurance coverage:

(a) Workers' compensation insurance as provided by law on Developer's and its contractor's employees;

(b) Commercial general liability insurance written on an occurrence basis, including independent contractors, products, completed operations and premises liability with broad form endorsement including blanket contractual liability and personal injury liability with combined single limits of not less than \$1,000,000.00 each occurrence/and \$2,000,000.00 aggregate;

(c) Comprehensive automobile liability insurance of not less than \$300,000.00.

7. THIRD PARTY RIGHTS OR OBLIGATIONS. No person or entity not a party to this Agreement shall have any third-party beneficiary or other rights under this Agreement.

8. MAINTENANCE WARRANTY. Developer hereby covenants and warrants that the public improvements being constructed under this Agreement will be free from defective materials, construction defects, or defects in workmanship for a period of one (1) year following acceptance by the City of all required improvements. Developer shall also provide a maintenance bond, as depicted in Exhibit “E”, in the amount of fifty percent (50%) of the costs of the public improvements for such period. In the event of the maintenance or repair of a defect in the improvements during the initial guarantee period, the Developer shall provide a one-year extended maintenance guarantee in favor of the City for the entire defect area, with the one year period to commence upon completion of the maintenance or repair. The extended maintenance guarantee period shall be repeated until the defect within the affected area has been satisfactorily remedied. Notwithstanding any other provision in this Agreement, this paragraph shall survive the expiration of this Agreement.

9. NOTICES. All notices, communications and reports under this Agreement shall be either hand-delivered or mailed, postage prepaid in the United States Postal Service, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

HORIZON CITY: Town of Horizon City
Attn: Mayor
14999 Darrington Rd.
Horizon City, TX 79928

Copy to: Town of Horizon City
Attn: Planning Director
14999 Darrington Rd.
Horizon City, TX 79928

DEVELOPER: SDC Development, LTD
Attn: [REDACTED]
7910 Gateway East Blvd., Suite 102
El Paso, Texas 79915

10. CUMULATIVE RIGHTS. All remedies, either under this Agreement or at law or in equity or otherwise available to a party, are cumulative and not alternative and may be exercised or pursued separately or collectively in any order, sequence or combination. the City do not waive any rights, immunities, or defenses which either has or may have under law or in equity.

11. GOVERNING LAW. All questions concerning the validity, operation, and interpretation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

12. ASSIGNMENT. The Developer shall have the right to assign its rights and obligations in this Agreement. In the event that the Developer does assign its rights under this Agreement, the

assignee shall execute an assignment agreeing that it will be responsible for all of the obligations of Developer, a copy of which shall be sent to the City.

13. RELATIONSHIP. It is expressly understood and agreed by and between the parties that Developer is not an officer, agent or employee of either the City and is not subject to the direct or continuous supervision and control of the City. The City and Developer acknowledge and agree that the parties have not formed, and are not hereby forming a partnership, joint venture or any other similar entity and this Agreement is not intended, and shall not be construed, to create any such entity or relationship.

14. CONSTRUCTION STANDARDS. All work performed by the Developer or its agents shall be done in a good and workmanlike manner in accordance with the City's codes and regulations and the City's Subdivision Regulations and Design Standards. Any contractor or consultant hired by the Developer shall have sufficient skills and experience to properly perform the work required of it and shall provide adequate supervision to assure competent performance of the work.

15. CONSTRUCTION CONTRACTS. Developer agrees to furnish the City a copy of each written agreement entered into with a contractor or consultant retained to complete the construction of the improvements the subject of this Agreement. All of the books and records related to the construction of the project shall be available for inspection by the City upon written request. All work performed by a contractor or consultant of the Developer will not under any circumstances, relieve the Developer of its responsibilities and obligations under this Agreement.

16. ENTIRE AGREEMENT. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. This Agreement may not be modified except by an instrument in writing signed by all of the parties.

17. AUTHORIZED SIGNATURE. The person executing this Agreement on behalf of the Developer warrants to the City that the Developer is a duly authorized and existing limited partnership, that Developer is qualified to do business in the State of Texas, that Developer has full right and authority to enter into this Agreement, and that every person signing on behalf of Developer is authorized to do so.

EXECUTED in El Paso, El Paso County, Texas as of the Effective Date.

TOWN OF HORIZON CITY

By: _____
Ruben Mendoza, Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Bertha A. Ontiveros
Assistant City Attorney

Michelle Padilla, CNU
Planning Director

DEVELOPER

SDC Development, LTD

By: _____

DRAFT

Exhibit A
Developer Property

DRAFT

Exhibit B

Final Plat Approvals

DRAFT

Exhibit C
Cost Estimate and Total Costs

DRAFT

Exhibit D
Form of Performance Bond

DRAFT

Exhibit E
Maintenance Bond

DRAFT



December 1, 2020

Sent via email

Ms. Michelle Padilla
Planning Director, Horizon City
14999 Darrington Rd.
Horizon City, TX. 79928

RE: Park land dedication and improvements in lieu of Park Fees for Rancho Desierto Bello.

Dear Michelle,

As a follow up to our most recent conversation regarding the park improvements in lieu of fees for the Rancho Desierto Bello project. We offer the following information.

At build out the total project will consist of up to 969 single family residential lots. Based on our previous conversations with ToHC the calculation appears to result in a total park land dedication of 5-acres and \$194,000 in park fees. The full 5.022-acre parkland dedication is part of current plat for Rancho Desierto Bello Unit 13 and will be recorded upon Unit 13 acceptance. As noted in my November 25, 2020 letter we value the land at replacement costs of \$40K to \$50K per acre. For the purpose of this letter we will use the lesser value of \$40K per acre or \$200,000.

Park improvements, already approved by the ToHC, including grounds and equipment and exclusive of the land, total \$702,667.00 which breakdown as follows. Copies of these estimates are attached.

Land Improvements	\$ 258,066.50
Topsoil, Concrete mow strips, sidewalks, patios, wall cap, playground rock wall, rock retaining walls, concrete curb	
Irrigation	\$ 368,943.70
Sod, trees, plants, rock and screening, tuff shed, power for pumps and controls, fertilizer, tilling, compost, additional topsoil as needed.	
Playground Equipment	\$ 75,656.80
Signage, picnic tables, pedestals, seats, trash receptacles, bike racks, Play booster, Kay Park w/mutt mitt dispenser, signs, and hardware	
TOTAL	\$ 702,667.00

We understand the above requests must be approved by the ToHC City Council. If you feel the above meets the Towns requirements for this request, please let us know when we may be included on the Council agenda for approval. Again, thank you for your assistance.

Sincerely,
David Ballard
David Ballard

cc: Mr. Patrick Woods Jr.
Mr. John Duran
Ms. Irene Schweitz



Paso, TX 79913 915.494.8617

Jose Hita Jr.
Hita Group, Inc. P.O. Box 13765
El

*Sept 1 2020
May 1 2021*

July 20, 2020

Desert View Homes

John Duran,

We propose to do the following for the project of Desierto Rancho Bello Park:

e Spread out topsoil - \$25,000

- Topsoil trucked in - 3,500cy @ \$30 ea. - \$105,000
- Concrete mow strip - 708 lf@ \$20 ea. - \$14,160
- Concrete sidewalks and patio — 18,234 sq. ft. @\$4.25 - \$77,494.50
- Wall cap - 120 25 - \$3,000
- Playground rock wall - 35 perch @ \$100 - \$3,500
- Rock retaining wall - 200 perch @100 - \$20,000
- Concrete curb 708 lf@ \$14 — 9,912

The total price is \$258,066.50. This includes labor and material. If you have any questions, please feel free to contact me.

Sincerely,

Jose Hita Jr.
Enclosure



MRD
LANDSCAPING & IRRIGATION CONTRACTORS

FROM: ROBERTO DIAZ
MRD LANDSCAPING AND MAINTENANCE CORP
DATE: AUGUST 5, 2020
SUBJECT: DESIERTO BELLO PARK

COMPLETE IRRIGATION			\$83,500.00
SOD	110,682 SQFT	\$.87 PER SQFT	\$96,300.00
TREES	105	\$330.00 EA	\$34,650.00
PLANTS	114	\$24.50 EA	\$3,528.00
ROCK AND SCREENING	95,130 SQFT	\$.89 PER SQFT	\$84,665.70
TUFF SHED			\$6,400.00
POWER FOR PUMP AND CONTROLLER			\$4,500.00
FERTILIZER			\$1,000.00
TILLING			\$4,800.00
COMPOST	110,682 SQFT	\$.25 PER SQFT	\$28,000.00
TOP SOIL AS REQUIRED			\$21,600.00
TOTAL:			\$368,943.70

EXCLUSIONS:
**LIGHT POLE, LEVELING, GRADING, , ELECTRIC METER, CONCRETE, PLAYGROUND
AND AMENITIES, TOP SOIL, ANY DEMOLITION, TRAFFIC CONTROL, WATER
METER, TUNNELING, BREAKING AND/OR CUTTING ANY HARD SURFACE,
DAMAGES TO THE IRRIGATION AND/OR LANDSCAPING CAUSED BY OTHERS.**



PO Box 1160
 Cedar Crest, NM 87008-1160
 Fax 505.281.0155
 Toll Free 800.457-5444
 www.exerplay.com



DATE NUMBER
 10/15/2020 MM101520-2

QUOTATION

Quote Prepared for:

Purchase Order to be Issued To:

The Town of Horizon City
 Rancho Desierto Bello Park

Exerplay, Inc
 PO Box 1160
 Cedar Crest, NM 87008
 Fax copy of PO to 505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Net 30	NT	Horizon City,	6 - 8 Wks ARO

ITEM	DESCRIPTION	QTY	COST	TOTAL
	Rancho Desierto Bello Park Horizon City, TX			
	LANDSCAPE STRUCTURES			
PlayBooster	Per Drawing #172919D	1	37,910.00	37,910.00
182503C	Welcome Sign, 5-12 Yrs, DB	1	0.00	0.00
Freight	Freight/shipping charges (150-20-405)		2,460.00	2,460.00
	MYTCOAT			
MyTC	TSQ46-B-13-000, 46" Square Pedestal Picnic Table, Surface Mount	2	1,208.00	2,416.00
MyTC	TSQ46-B-15-013, 46" Square Pedestal Picnic Table, 3 Seats, Accessible, Surface Mount	2	1,254.00	2,508.00
MyTC	BRT06-B-19-000, 5' Bench with Back, Punched Steel	4	470.10	1,880.40
MyTC	RRD32-B-00-000, 32 Gallon Receptacle	6	339.60	2,037.60
MyTC	RFT32-S-00-000, 32 Gallon Flat Top Lid	6	105.60	633.60
MyTC	RLN32-P-00-000, 32 Gallon Liner	6	36.30	217.80
MyTC	RSM32-S-00-000, Receptacle Surface Mount	6	53.90	323.40
MyTC	BKW25-238-AD-SM, 2-Hump, 5-Bike Wave Rack, Surface Mount	1	231.00	231.00
Freight	Freight/shipping charges ((21915R1)		832.00	832.00
	KAY PARK			
MMKIT	COMPLETE STATION MUTT MITT DISPENSER, POST, MITTS, SIGN, HDWR	3	289.00	867.00
MM10GAL	10 GAL - 10 GALLON WASTE RECEPTICLE W/ LID	3	266.00	798.00
Freight	Freight/shipping charges (10152001NM)		190.00	190.00
	SAFETY SURFACING			
Wood Mulch	Playground Quality Wood Mulch, 140 CuYds, Delivered		5,087.00	5,087.00
Install	Installation of Playground Equipment		12,322.00	12,322.00
Install	Installation of Site Furnishings		2,830.00	2,830.00
Install	Installation of Wood Mulch		1,925.00	1,925.00
Offloading	Offload equipment and transport to site		188.00	188.00

Quote prepared by Michelle McKean
 michelle@exerplay.com

Page 1

TOTAL



PO Box 1160
 Cedar Crest, NM 87008-1160
 Fax 505.281.0155
 Toll Free 800.457-5444
 www.exerplay.com



DATE NUMBER
 10/15/2020 MM101520-2

QUOTATION

Quote Prepared for:	Purchase Order to be Issued To:
The Town of Horizon City Rancho Desierto Bello Park	Exerplay, Inc PO Box 1160 Cedar Crest, NM 87008 Fax copy of PO to 505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Net 30	NT	Horizon City,	6 - 8 Wks ARO

ITEM	DESCRIPTION	QTY	COST	TOTAL
Notes 1	Pricing is for the above listed equipment and installation only and does not include security, site preparation, security fencing, or any applicable taxes, bonds or permits. To obtain a performance/payment bond, please add 3.5% of the total to this quote.			0.00

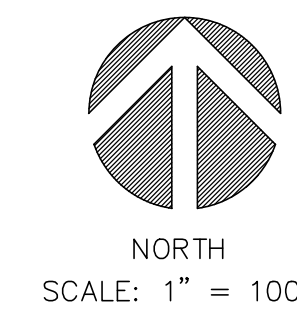
Pricing is good for 30 days.
 There will be a 3.5% fee added to your invoice if you choose to pay by credit card

Quote prepared by Michelle McKean
 michelle@exerplay.com Page 2

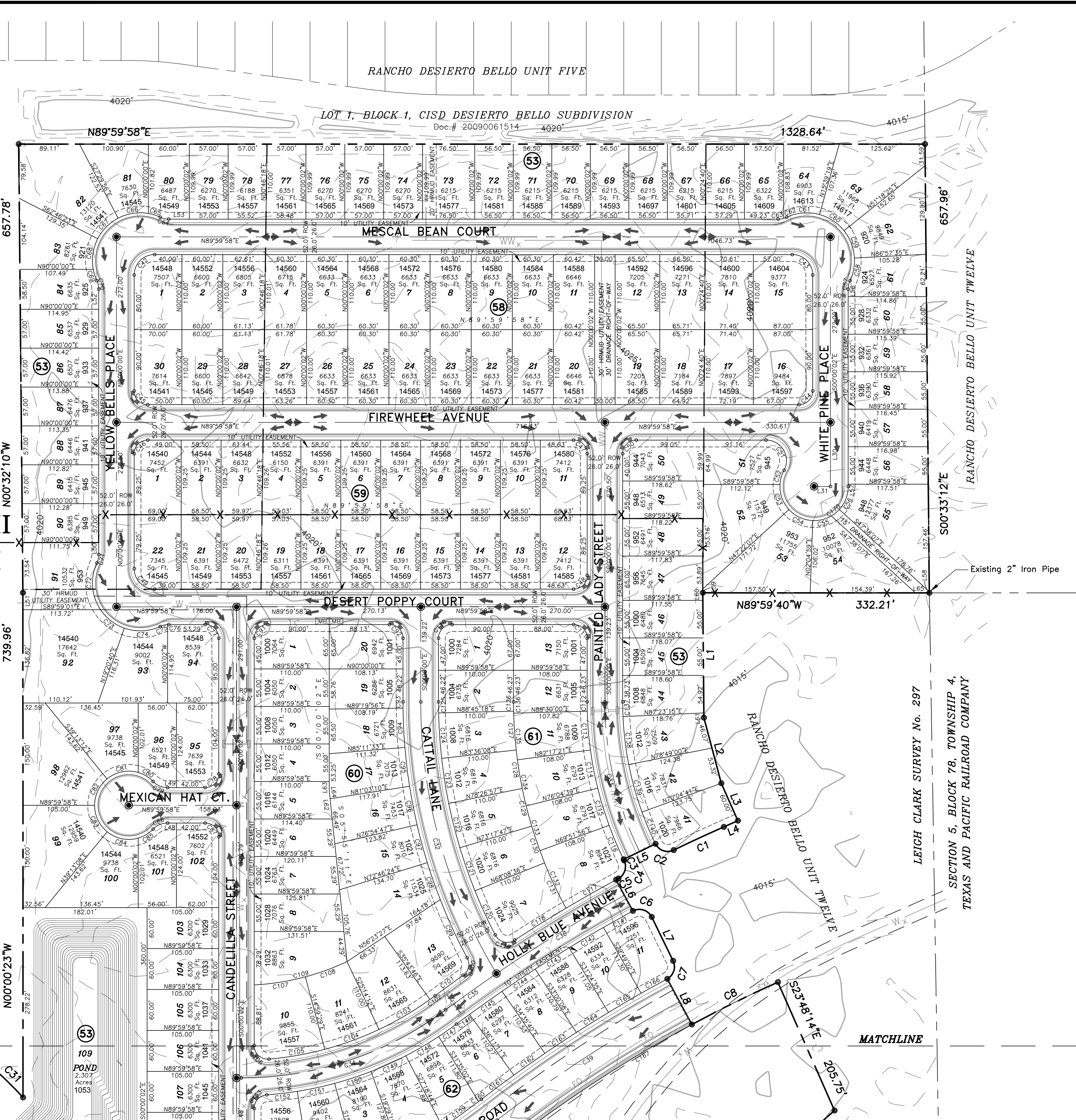
TOTAL \$75,656.80

RANCHO DESIERTO BELLO UNIT THIRTEEN

A PORTION OF LEIGH CLARK SURVEY No. 297,
AND SECTION 43, BLOCK 78, TOWNSHIP 3,
TEXAS AND PACIFIC RAILROAD COMPANY,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 47.164 ACRES ±



PHASE II
PHASE I



SCHOOL DISTRICT QUINT INDEPENDENT SCHOOL DISTRICT

- X- PHASE I AND II
- - - SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- - - STREET CENTERLINE
- - - EASEMENT LINE
- - - OVERHEAD ELECTRIC LINE
- - - SEWER LINE
- - - WATER LINE
- - - WASTEWATER LINE
- - - GAS LINE
- - - FIBER OPTIC LINE
- - - EXISTING 12" WATER LINE
- - - EXISTING 12" WASTEWATER LINE
- DBU U.S. POSTAL SERVICE COLLECTION BOX UNITS
- 56 BLOCK NUMBER
- 12 LOT NUMBER
- 14309 ADDRESS
- 4020 EXISTING GROUND CONTOUR LINES
CONTOUR INTERVAL = 1.0 FOOT
- PROPOSED CITY MONUMENT
- R-2 ZONING

STREET TABLE	
NORTH - SOUTH	EAST - WEST
YELLOW BELLS PLACE	MESCAL BEAN COURT
WHITE PINE PLACE	FIREWHEEL AVENUE
PAINTED LADY STREET	DESERT POPPY COURT
CANDELLILLA STREET	MEXICAN HAT COURT
CATALINA LANE	HOLLY BLUE AVENUE
LTV ROAD	CLARET CUP PLACE
	BANANA YUCCA AVENUE
	HAWARD AGAVE AVENUE
	FAXON YUCCA AVENUE

PHASE I - AREA TABLE		
DESCRIPTION	ACRES	SQ. FT.
RESIDENTIAL	14.407	627,548
RIGHT-OF-WAY	7.862	342,461
PONDING AREA	2.307	100,513
PARK	5.022	218,773
TOTAL	29.598	1,289,295

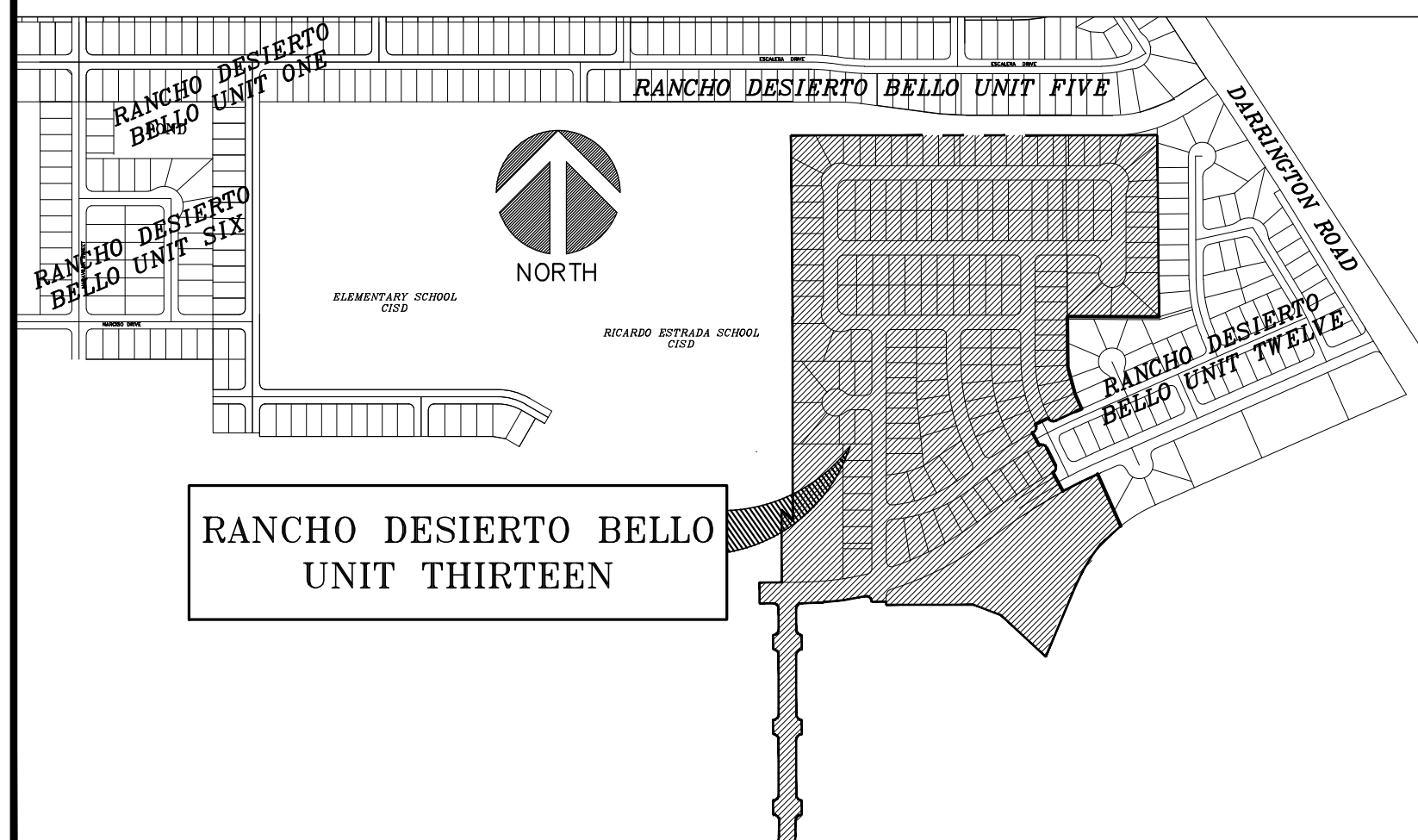
PHASE II - AREA TABLE		
DESCRIPTION	ACRES	SQ. FT.
RESIDENTIAL	13.869	604,134
RIGHT-OF-WAY	3.696	160,978
TOTAL	17.565	765,112

PROPOSED LAND USE RESIDENTIAL

PHASE I RESIDENTIAL LOTS = 82
POND LOTS = 1
PARK = 1

PHASE II RESIDENTIAL LOTS = 83

LOCATION MAP SCALE: 1"=600'



PLAT NOTES AND RESTRICTIONS

- BEARINGS ARE BASED ON UNDERLYING DEEDS.
- = THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENTS LOCATIONS.
- DBU = 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 DEFINITION 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 TX 4869 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. _____
- THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO RANCHO DESIERTO BELLO UNIT THIRTEEN BY THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT IN ACCORDANCE WITH THEIR RULES AND REGULATIONS AND WITH SECTION 16.343 OF THE TEXAS WATER CODE. WATER AND SEWER SERVICES WILL BE EXTENDED TO THE SUBDIVISION FROM EXISTING FACILITIES LOCATED ON ESCALERA DRIVE AND DARRINGTON ROAD AND WILL BE CONSTRUCTED TO SERVE THE SUBDIVISION WITHIN TWO (2) YEARS OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
- ACCESS TO LOTS 1-11, BLOCK 62, AND LOT 110, BLOCK 53 ABUTTING CLARET CUP PLACE SHALL BE FROM OTHER DEDICATED STREETS ONLY.

OWNER

SDC DEVELOPMENT, LTD.
7910 GATEWAY BLVD. E, SUITE 102
EL PASO, TEXAS 79915
VOICE: (915) 591-6319
CONTACT: JOHN DURAN

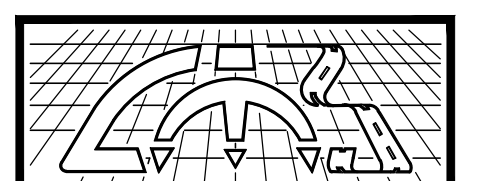
ENGINEER



TRE FIRM No. 12987
110 Mesa Park Drive, Suite 200 El Paso, Texas 79912
Office: (915) 852-9920 Fax: (915) 629-8508

1100 W. Courtyard Dr., Bldg. 1, Suite 100 Austin, Texas 78730
Office: (512) 358-4040 Fax: (512) 366-0374

SURVEYOR

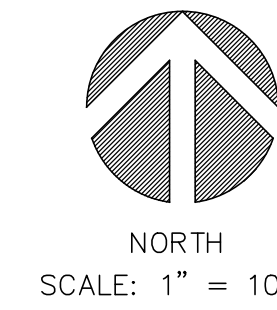


Land-Mark Professional Surveying, Inc.
1420 Bessemer Drive, Suite 'A', El Paso, Texas 79935
(915) 598-1300
email: Larry@land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

DATE OF PREPARATION: FEBRUARY 18, 2020
DATE OF REVISION: OCTOBER 15, 2020

RANCHO DESIERTO BELLO UNIT THIRTEEN

A PORTION OF LEIGH CLARK SURVEY No. 297,
AND SECTION 43, BLOCK 78, TOWNSHIP 3,
TEXAS AND PACIFIC RAILROAD COMPANY,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 47.164 ACRES ±



LINE TABLE

LINE	DIRECTION	DISTANCE
L1	S00°32'55"E	183.12'
L2	S14°52'34"E	99.39'
L3	S23°48'14"E	60.00'
L4	S66°11'46"W	22.60'
L5	S84°01'02"W	52.00'
L6	S28°28'23"E	52.00'
L7	S25°58'58"E	71.58'
L8	S28°17'59"E	76.00'
L9	N88°47'52"W	107.58'
L10	N00°00'02"W	10.88'
L11	S89°59'58"W	52.00'
L12	S00°00'28"W	55.37'
L13	S00°00'50"W	52.00'
L14	S00°00'28"W	52.00'
L15	S00°00'28"W	52.00'
L16	N89°59'32"E	2.00'
L17	S02°13'16"W	36.33'
L18	S00°00'28"W	18.47'
L19	N89°59'32"E	60.00'
L20	N00°00'28"E	18.47'
L21	N02°13'16"E	36.33'
L22	N89°59'32"E	1.99'
L23	N00°00'04"W	52.00'
L24	N00°00'28"E	52.00'
L25	N00°00'50"E	52.00'
L26	N00°00'28"E	52.00'
L27	N90°00'00"W	29.17'
L28	N00°00'00"E	76.00'
L29	N90°00'00"E	86.09'
L30	S00°00'02"E	94.00'
L31	N89°59'58"E	24.00'
L32	N90°00'00"E	101.18'
L33	N90°00'00"E	42.43'
L34	S00°00'02"E	70.88'
L35	N90°00'00"E	52.00'
L36	N90°00'00"E	52.00'
L37	S89°59'32"E	52.00'
L38	S89°59'32"E	52.00'
L39	S89°59'32"E	52.00'
L40	S89°59'32"E	52.00'
L41	N00°00'28"E	47.17'
L42	N02°13'16"E	36.33'
L43	N00°00'28"E	18.47'
L44	S00°00'02"E	34.65'
L45	N90°00'00"W	63.52'
L46	S00°00'02"E	20.00'
L47	N00°00'02"W	20.00'
L48	N89°59'58"E	12.90'
L49	S89°59'58"W	12.90'
L50	S00°00'00"E	17.57'
L51	N00°00'23"W	24.93'
L52	S00°00'00"E	28.51'
L53	S89°59'58"W	30.08'
L54	S89°59'58"W	20.00'
L55	N89°59'58"E	20.00'
L56	N00°00'02"W	10.88'
L57	N00°00'02"W	3.30'
L58	S00°28'08"E	1.78'
L59	N00°06'39"W	5.69'
L60	S00°32'55"E	11.11'
L61	S00°32'55"E	7.09'
L62	S05°55'11"E	42.71'
L63	S00°00'02"E	12.51'
L64	N05°55'11"W	12.91'
L64	N89°59'40"W	20.32'

CURVE TABLE

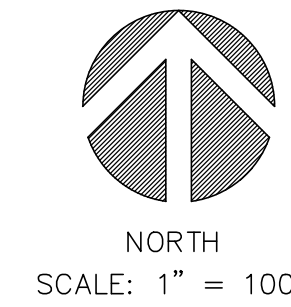
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	2160.00'	80.87'	80.87'	S69°07'25"W	2°08'43"
C2	20.00'	31.38'	28.28'	S71°00'03"E	89°33'47"
C3	526.00'	1.77'	1.77'	S26°08'32"E	0°11'36"
C4	20.00'	30.67'	27.75'	N17°41'48"E	87°52'17"
C5	2160.00'	3.97'	3.97'	S67°34'47"W	0°08'19"
C6	20.00'	32.29'	28.89'	N72°13'40"W	92°29'25"
C7	20.00'	30.61'	27.71'	N17°51'32"E	87°40'58"
C8	1922.00'	140.62'	140.59'	S63°47'46"W	471°31'
C9	2072.43'	98.87'	98.86'	S47°47'52"E	2°44'01"
C10	630.70'	173.15'	172.61'	S30°52'31"W	15°43'48"
C11	20.00'	35.85'	31.12'	N51°04'05"W	102°08'06"
C12	1138.00'	212.42'	212.16'	S87°12'48"W	109°54'11"
C13	40.00'	61.82'	55.85'	S44°17'06"W	88°33'15"
C14	20.00'	31.42'	28.28'	S44°59'46"E	90°00'28"
C15	20.00'	31.41'	28.28'	S45°00'14"W	89°59'32"
C16	20.00'	31.42'	28.28'	S44°59'32"E	90°00'00"
C17	20.00'	31.42'	28.28'	S45°00'28"W	90°00'00"
C18	20.00'	31.42'	28.28'	S44°59'32"E	90°00'00"
C19	20.00'	31.46'	28.31'	S44°59'49"W	90°00'18"
C20	530.00'	21.60'	21.60'	N01°03'13"E	2°20'06"
C21	470.00'	18.16'	18.16'	S01°06'52"W	2°12'48"
C22	190.00'	20.47'	20.47'	S01°06'52"W	2°12'48"
C23	470.00'	19.38'	19.38'	N01°02'24"E	2°21'44"
C24	20.00'	31.36'	28.25'	N45°00'00"W	89°51'05"
C25	20.00'	31.42'	28.28'	N45°00'28"E	90°00'00"
C26	20.00'	31.42'	28.28'	N44°59'32"E	90°00'00"
C27	20.00'	31.42'	28.28'	N45°00'28"E	90°00'00"
C28	20.00'	31.42'	28.28'	N44°59'46"W	90°00'28"
C29	20.00'	31.41'	28.28'	N45°00'14"E	89°59'32"
C30	40.00'	62.84'	56.57'	N44°59'46"W	90°00'28"
C31	467.33'	56.28'	56.25'	N45°19'41"W	6°54'01"
C32	418.70'	413.56'	413.56'	N10°00'00"W	31°09'20"
C33	500.00'	227.32'	225.37'	S13°01'28"E	26°02'56"
C34	500.00'	321.48'	315.97'	N71°34'48"E	36°50'20"
C35	2134.00'	81.65'	81.65'	S54°23'28"W	2°27'39"
C36	2134.00'	219.95'	219.86'	S58°34'27"W	5°54'20"
C37	1100.00'	292.89'	292.02'	N82°22'20"E	15°15'20"
C38	1100.00'	429.51'	428.79'	N63°33'30"E	22°22'19"
C39	1960.00'	319.09'	318.74'	S45°00'11"W	9°19'40"
C40	500.00'	19.32'	19.31'	S01°06'52"W	2°12'48"
C41	500.00'	19.32'	19.31'	S01°06'52"W	2°12'48"
C42	30.00'	47.12'	42.43'	S44°59'58"W	89°59'58"
C43	30.00'	47.12'	42.43'	N45°00'02"W	90°00'00"
C44	20.00'	31.42'	28.28'	N44°59'58"E	90°00'00"
C45	20.00'	31.42'	28.28'	S45°00'01"E	90°00'00"
C46	20.00'	31.42'	28.28'	S44°59'59"W	89°59'58"
C47	20.00'	31.42'	28.28'	N45°00'01"W	90°00'02"
C48	20.00'	31.42'	28.28'	N44°59'59"E	89°59'58"
C49	30.00'	47.12'	42.43'	S45°00'01"E	90°00'02"
C50	20.00'	31.42'	28.28'	S45°00'01"E	90°00'02"
C51	30.00'	61.97'	51.52'	N30°49'26"W	118°21'03"
C52	50.00'	21.78'	21.58'	S19°53'24"W	24°55'24"
C53	50.00'	40.19'	39.12'	S19°36'05"E	46°03'36"
C54	50.00'	39.52'	38.50'	S67°16'27"E	45°17'08"
C55	50.00'	28.15'	27.78'	N75°03'10"E	32°15'39"
C56	50.00'	36.97'	36.13'	N21°10'54"E	42°21'57"
C57	30.00'	12.98'	12.88'	S12°23'36"W	24°47'15"
C58	70.00'	24.00'	23.66'	N16°52'24"E	27°49'36"
C59	70.00'	43.56'	42.86'	N09°50'00"W	35°39'10"
C60	70.00'	43.56'	42.86'	N56°31'08"W	35°39'06"
C61	70.00'	49.41'	48.39'	S85°26'01"W	40°26'37"
C62	30.00'	4.60'	4.60'	N69°36'15"E	84°07'08"
C63	30.00'	8.38'	8.35'	N81°59'53"E	16°00'10"
C64	30.00'	12.98'	12.88'	S7°36'24"E	24°47'16"
C65	70.00'	18.22'	18.17'	N72°40'13"W	14°54'54"
C66	70.00'	45.66'	44.85'	S81°11'12"W	37°22'15"
C67	70.00'	43.10'	42.42'	S44°51'51"W	35°16'27"
C68	70.00'	46.77'	45.43'	S09°17'27"W	37°52'21"
C69	70.00'	17.28'	17.23'	S17°43'00"E	14°08'32"
C70	30.00'	12.98'	12.88'	N12°23'38"W	24°47'16"
C71	30.00'	12.98'	12.88'	N12°23'37"E	24°47'15"
C72	30.00'	71.66'	68.57'	S04°32'17"E	36°39'03"
C73	70.00'	44.95'	44.18'	S52°15'34"E	36°47'32"
C74	70.00'	53.92'	52.59'	N87°16'41"E	44°07'57"
C75	30.00'	11.27'	11.20'	S75°58'11"W	21°30'55"
C76	30.00'	1.71'	1.71'	S88°21'48"W	3°16'20"
C77	20.00'	31.42'	28.28'	N45°00'02"W	90°00'00"
C78	20.00'	31.42'	28.28'	N44°59'58"E	90°00'00"
C79	30.00'	23.86'	23.58'	S67°12'50"E	45°34'23"
C80	50.00'	25.55'	25.27'	N59°04'00"W	29°16'42"
C81	50.00'	48.45'	46.57'	S78°32'13"W	55°30'51"
C82	50.00'	44.31'	42.88'	S25°23'27"E	50°46'50"
C83	50.00'	44.31'	42.88'	S25°23'27"E	50°46'50"
C84	50.00'	48.45'	46.57'	S78°32'17"E	55°30'51"
C85	50.00'	28.55'	28.27'	N59°03'56"E	29°16'42"

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C86	30.00'	23.86'	23.24'	S67°12'47"W	45°34'23"
C87	20.00'	31.42'	28.28'	N45°00'02"W	90°00'00"
C88	20.00'	26.70'	24.76'	N38°14'40"E	76°29'24"
C89	1062.00'	91.39'	91.36'	N78°57'17"E	4°56'51"
C90	1062.00'	159.03'	158.89'	N85°42'36"E	8°34'48"
C91	20.00'	31.42'	28.28'	S44°59'58"W	90°00'00"
C92	20.00'	31.42'	28.28'	N45°00'01"W	90°00'02"
C93	796.00'	9.28'	9.28'	S00°20'02"E	0°40'04"
C94	796.00'	57.51'	57.50'	S02°44'15"E	4°09'23"
C95	796.00'	57.51'	57.50'	S06°52'38"E	4°08'23"
C96	796.00'	57.51'	57.50'	S11°01'01"E	4°08'23"
C97	796.00'	57.51'	57.50'	S15°09'24"E	4°08'23"
C98	796.00'	57.46'	57.44'	S19°17'40"E	4°08'08"
C99	796.00'	57.46'	57.44'	S24°44'38"E	4°08'08"
C100	20.00'	28.84'	28.41'	N13°11'59"W	82°38'01"
C101	2160.00'	50.79'	50.79'	S53°50'04"W	1°20'50"
C102	474.00'	9.18'	9.18'	N53°42'56"E	1°06'36"
C103	474.00'	86.81'	86.68'	N59°31'01"E	10°29'34"
C104	474.00'	84.76'	84.64'	N69°53'10"E	10°14'42"
C105	474.00'	83.03'	83.03'	N01°01'59"E	10°02'56"
C106	20.00'	33.14'	29.48'	S47°28'18"E	94°58'31"
C107	364.00'	76.12'	75.98'	N80°59'37"E	11°55'53"
C108	364.00'	65.09'	65.00'	N69°53'10"E	10°14'42"
C109	364.00'	141.20'	140.32'	N75°52'36"E	22°13'35"
C110	20.00'	31.42'	28.28'	S44°59'58"W	89°59'58"
C111	20.00'	31.42'	28.28'	N45°00'01"W	90°00'02"
C112	526.00'	13.77'	13.77'	S04°36'19"E	1°30'00"
C113	526.00'	57.02'	56.99'	S04°36'19"E	6°12'39"
C114	526.00'	57.02'	57.00'	S10°49'00"E	6°12'43"
C115	526.00'	57.00'	57.00'	S17°01'43"E	6°12'43"
C116	526.00'	56.04'	56.02'	S23°11'12"E	6°06'16"
C117	2160.00'	88.42'	88.40'	S02°44'15"E	2°20'44"
C118	2160.00'	88.42'	88.42'	S08°06'53"W	2°20'44"
C119	20.00'	33.41'	29.66'	S75°11'57"E	99°43'03"
C120	744.00'	71.21'	71.18'	S24°35'55"E	8°29'09"
C121	744.00'	66.91'	66.89'	S19°16'48"E	5°09'11"
C122	744.00'	66.91'	66.89'	S14°07'38"E	5°09'11"
C123	744.00'	66.91'	66.89'	S08°58'27"E	5°09'11"
C124	744.00'	66.91'	66.89'	S03°49'17"E	5°09'11"
C125	744.00'	16.16'	16.16'	S00°37'21"E	1°14'42"
C126	634.00'	13.77'	13.77'	S00°37'21"E	1°14'42"
C127	634.00'	57.02'	57.00'	S03°49'17"E	5°09'11"
C128	634.00'	57.02'	57.00'	S08°58'27"E	5°09'11"
C129	634.00'	57.02'	57.00'	S14°07'38"E	5°09'11"
C130	634.00'	57.02'	57.00'	S19'16'48"E	5°09'11"
C131	634.00'	73.58'	73.53'	S25'10'52"E	6°38'57"
C132	634.00'	92.63'	92.55'	S24°19'12"E	8°22'16"
C133	634.00'	66.74'	66.70'	S17°01'43"E	6°12'43"
C134	634.00'	66.74'	66.70'	S10°49'00"E	6°12'43"
C135	634.00'	66.72'	66.69'	S04°36'19"E	6°12'39"
C136	634.00'	16.60'	16.60'	S00°45'00"E	1°30'00"
C137	634.00'	16.61'	16.61'		

RANCHO DESIERTO BELLO UNIT THIRTEEN PHASE I

A PORTION OF LEIGH CLARK SURVEY No. 297,
AND SECTION 43, BLOCK 78, TOWNSHIP 3,
TEXAS AND PACIFIC RAILROAD COMPANY,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 29.598 ACRES ±



PROPOSED LAND USE
RESIDENTIAL
RESIDENTIAL LOTS = 82
POND LOTS = 1
PARK = 1
SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT

DEDICATION

SDC DEVELOPMENT, LTD., 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.

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 _____ 2020.

Doug Little, Chief Financial Officer
SDC DEVELOPMENT, LTD.

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared Doug Little, Chief Financial Officer, SDC DEVELOPMENT, LTD., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he 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 _____ 2020.

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 _____ 2020.

Accepted and adopted by the City Council of Town of Horizon City this _____ day of _____ 2020.

Elvia Schuller, City Clerk

RUBEN MENDOZA, Mayor

Approved for filing this _____ day of _____ 2020.

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 _____ 2020, in Volume _____ of the Plat Records,
Page _____, File No. _____.

County Clerk

by Deputy

Subdivision Improvement Plans prepared by and under the supervision of TRE & Associates, LLC

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 Surveying Professional and Technical Standards.

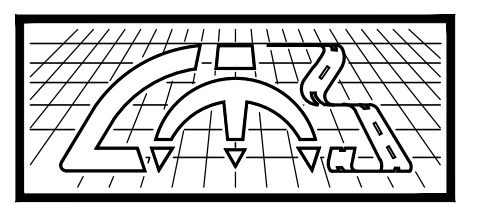
ROBERTO S. ROMERO, P.E.
Licensed Professional Engineer
Texas License No. 114517

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

OWNER
SDC DEVELOPMENT, LTD.
7910 GATEWAY BLVD. E, SUITE 102
EL PASO TEXAS 79915
VOICE: (915) 591-6319
CONTACT: JOHN DURAN



SURVEYOR



110 Mesa Park Drive, Suite 200
El Paso, Texas 79912
Office: (915) 852-6903
Fax: (915) 629-8506

6101 W. Courtyard Dr., Bldg. 1, Suite 100
Arling, Texas 76010
Office: (512) 354-4049
Fax: (512) 366-6374

"Serving Texas, New Mexico and Arizona"

DATE OF PREPARATION: OCTOBER 7, 2020
DATE OF REVISION: OCTOBER 15, 2020



PLAT NOTES AND RESTRICTIONS

- BEARINGS ARE BASED ON UNDERLYING DEEDS.
- = THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENTS LOCATIONS.
- ☐ = 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 02505, 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 TX 4869 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. _____
- THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO RANCHO DESIERTO BELLO UNIT THIRTEEN PHASE I BY THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT IN ACCORDANCE WITH THEIR RULES AND REGULATIONS AND WITH SECTION 16.343 OF THE TEXAS WATER CODE. WATER AND SEWER SERVICES WILL BE EXTENDED TO THE SUBDIVISION FROM EXISTING FACILITIES LOCATED ON ESCALERA DRIVE AND DARRINGTON ROAD AND WILL BE CONSTRUCTED TO SERVE THE SUBDIVISION WITHIN TWO (2) YEARS OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
- ACCESS TO LOTS 1-11, BLOCK 62, AND LOT 110, BLOCK 53 ABUTTING CLARET CUP PLACE SHALL BE FROM OTHER DEDICATED STREETS ONLY.

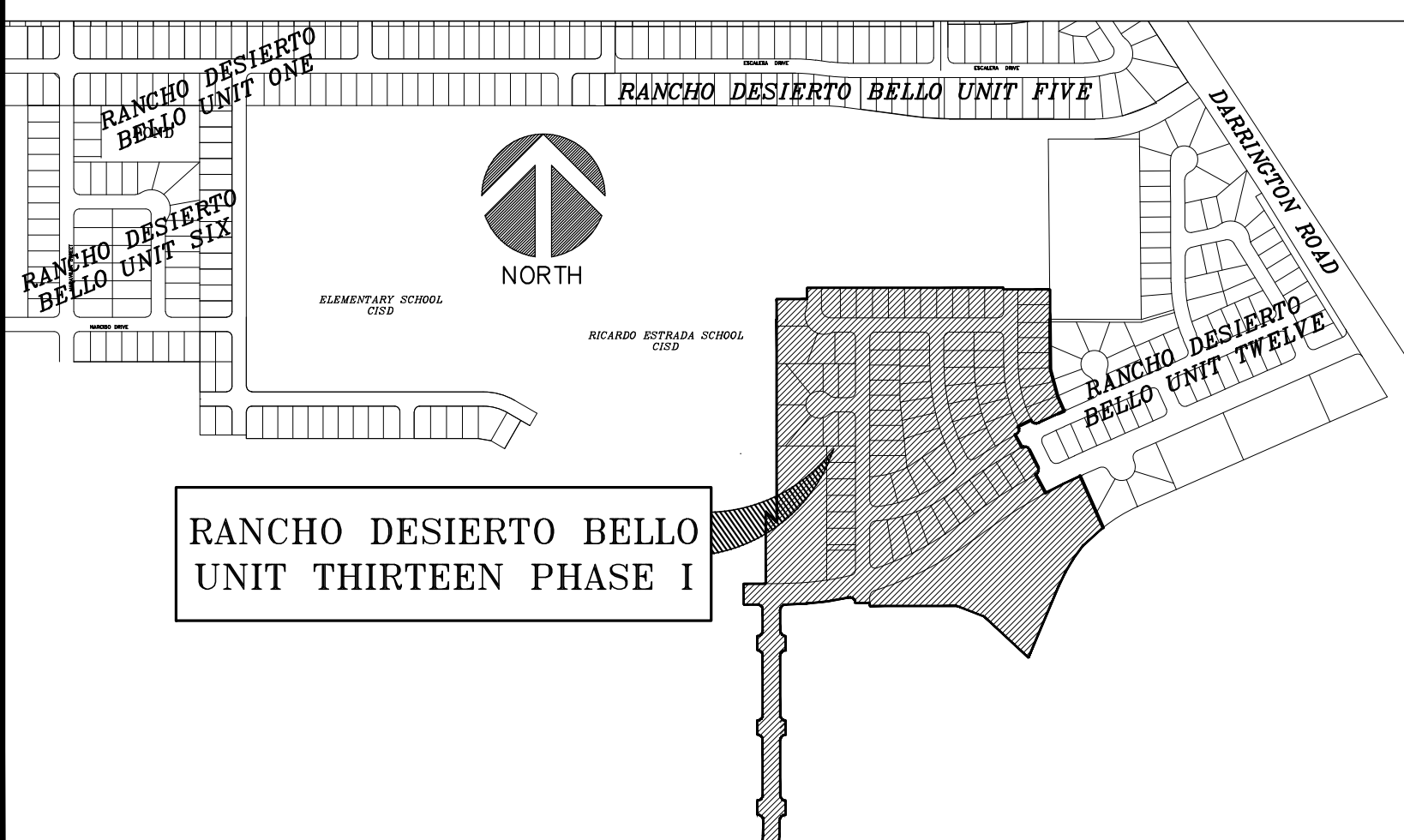
PHASE I - AREA TABLE		
DESCRIPTION	ACRES	SQ. FT.
RESIDENTIAL	14.407	627,548
RIGHT-OF-WAY	7.862	342,461
POUNDING AREA	2.307	100,513
PARK	5.022	218,773
TOTAL	29.598	1,289,295

STREET TABLE	
NORTH - SOUTH	EAST - WEST
YELLOW BELLS PLACE	DESERT POPPY COURT
PAINTED LADY STREET	MEXICAN HAT COURT
CANDELLA STREET	HOLLY BLUE AVENUE
CATTLE LANE	CLARET CUP PLACE
LTV ROAD	BANANA YUCCA AVENUE
	HAVARD AGAVE AVENUE
	FAXON YUCCA AVENUE

BENCHMARK
CITY MONUMENT AT THE CENTERLINE INTERSECTION OF
ESCALERA DRIVE AND VALLEGO PLACE.
ELEVATION 4016.99' (NAVD 88 DATUM)

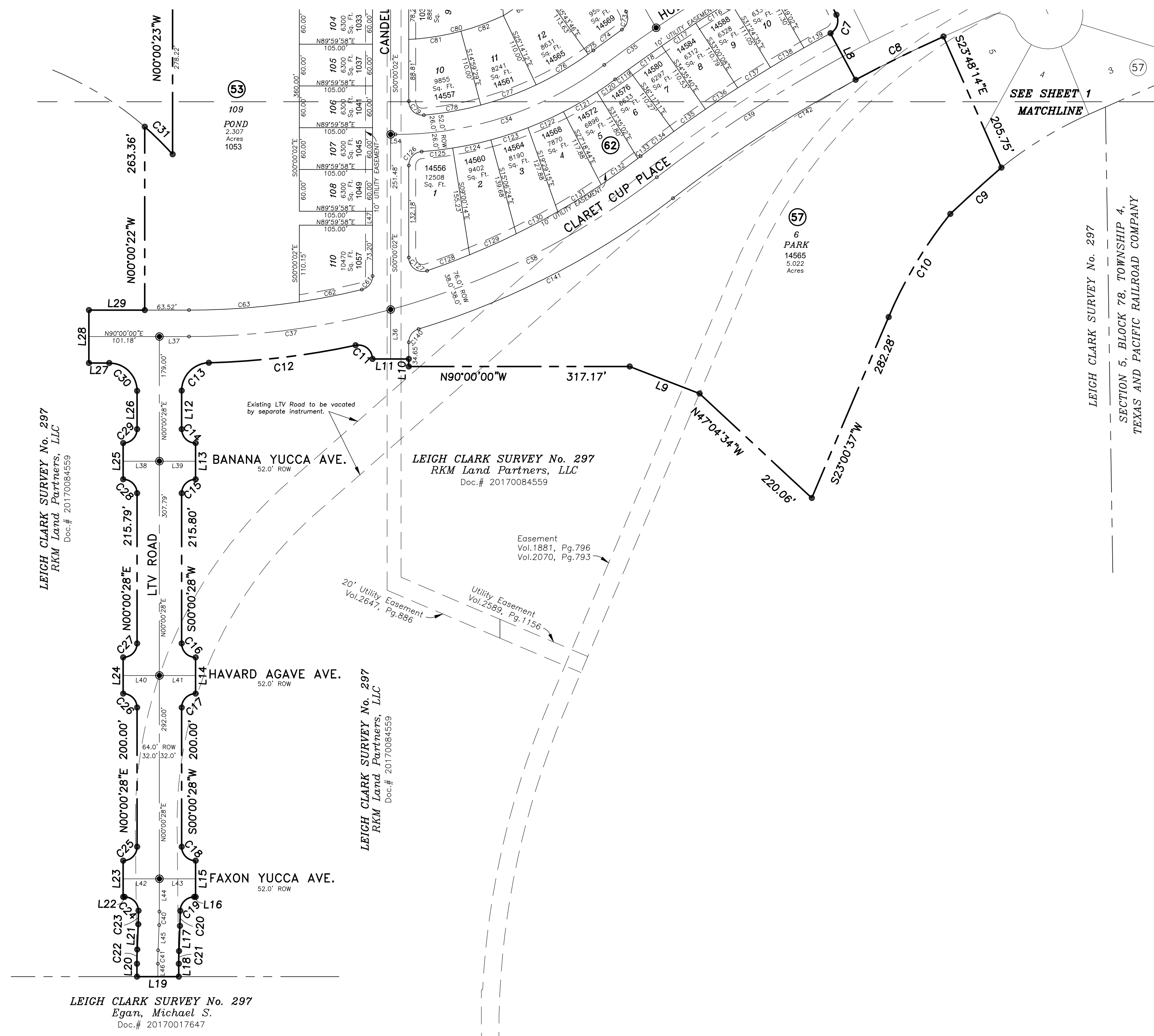
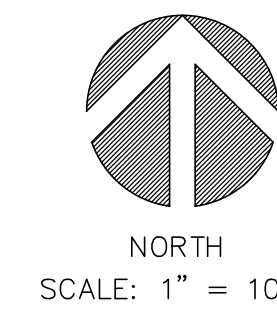
LOCATION MAP

SCALE: 1"=600'



RANCHO DESIERTO BELLO UNIT THIRTEEN PHASE I

A PORTION OF LEIGH CLARK SURVEY No. 297,
AND SECTION 43, BLOCK 78, TOWNSHIP 3,
TEXAS AND PACIFIC RAILROAD COMPANY,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 29.598 ACRES ±



LINE	DIRECTION	DISTANCE
L1	S00°32'55"E	183.12'
L2	S14°52'34"E	99.39'
L3	S23°48'14"E	60.00'
L4	S66°11'46"W	22.60'
L5	S64°01'02"W	52.00'
L6	S28°28'32"E	52.00'
L7	S25°58'58"E	71.58'
L8	S28°17'59"E	76.00'
L9	N68°47'52"W	107.59'
L10	N00°00'02"W	15.88'
L11	S89°59'58"W	52.00'
L12	S00°00'28"W	55.37'
L13	S00°00'50"W	52.00'
L14	S00°00'28"W	52.00'
L15	S00°00'28"W	52.00'
L16	N89°59'52"W	2.00'
L17	S02°13'16"W	36.33'
L18	S00°00'28"W	18.47'
L19	N89°59'52"W	3.99'
L20	N00°00'28"E	18.47'
L21	N02°13'16"E	36.33'
L22	N89°59'52"W	3.99'
L23	N00°00'04"W	52.00'
L24	N00°00'28"E	52.00'
L25	N00°00'50"E	52.00'
L26	N00°00'28"E	55.00'
L27	N00°00'00"W	29.17'
L28	N00°00'00"W	76.00'
L29	N90°00'00"E	80.09'
L30	N00°19'10"W	73.54'
L31	N90°00'00"E	111.75'
L32	N00°00'00"E	40.97'
L33	S00°00'00"E	3.75'
L34	S89°59'58"E	118.22'
L35	S00°24'40"W	108.90'
L36	S00°00'02"E	70.88'
L37	N90°00'00"W	42.43'
L38	N90°00'00"W	52.00'
L39	N90°00'00"W	52.00'
L40	N89°59'52"W	52.00'
L41	N89°59'52"W	52.00'
L42	N89°59'52"W	52.00'
L43	N89°59'52"W	52.00'
L44	S00°00'28"W	47.17'
L45	S02°13'16"W	36.33'
L46	S00°00'28"W	18.47'
L47	S00°00'02"E	20.00'
L48	S00°00'00"E	17.57'
L49	N00°00'23"W	24.93'
L50	S89°59'58"W	12.90'
L51	N89°59'58"E	12.90'
L52	S00°00'02"E	12.51'
L53	N05°51'11"W	12.91'
L54	N89°59'58"E	6.89'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	2160.00'	80.87'	80.87'	S65°07'25"W	2°08'43"
C2	20.00'	31.38'	28.26'	S71°00'03"E	89°53'47"
C3	526.00'	1.77'	1.77'	S28°08'32"E	0°11'36"
C4	20.00'	30.67'	27.75'	N17°41'48"E	87°52'17"
C5	2160.00'	3.97'	3.97'	S61°34'47"W	0°06'19"
C6	20.00'	32.29'	28.97'	N72°34'00"W	92°29'25"
C7	20.00'	30.61'	27.71'	N17°51'32"E	87°40'58"
C8	1922.00'	140.62'	140.59'	S63°47'46"W	4°11'31"
C9	2072.43'	98.97'	98.86'	S47°25'27"W	2°44'01"
C10	630.70'	173.15'	172.61'	S30°52'31"W	15°43'48"
C11	20.00'	35.65'	31.12'	N51°04'05"W	102°08'06"
C12	1138.00'	212.47'	212.16'	N83°12'48"E	10°41'51"
C13	40.00'	61.92'	59.65'	S44°17'06"W	86°13'15"
C14	20.00'	31.42'	28.28'	S45°59'46"E	90°00'28"
C15	20.00'	31.41'	28.28'	S45°00'14"W	89°59'32"
C16	20.00'	31.42'	28.28'	S44°59'52"E	90°00'00"
C17	20.00'	31.42'	28.28'	S45°00'28"W	90°00'00"
C18	20.00'	31.42'	28.28'	S44°59'52"E	90°00'00"
C19	20.00'	31.46'	28.31'	S44°58'47"W	90°07'18"
C20	530.00'	21.60'	21.60'	N01°03'13"E	2°20'06"
C21	470.00'	18.16'	18.16'	S01°06'52"W	2°12'48"
C22	530.00'	20.47'	20.47'	S01°06'52"W	2°12'48"
C23	470.00'	19.38'	19.38'	N01°02'24"E	2°21'44"
C24	20.00'	31.36'	28.25'	N45°04'00"W	89°51'05"
C25	20.00'	31.42'	28.28'	N45°00'28"E	90°00'00"
C26	20.00'	31.42'	28.28'	N44°59'52"E	90°00'00"
C27	20.00'	31.42'	28.28'	N45°00'28"E	90°00'00"
C28	20.00'	31.42'	28.28'	N44°59'46"W	90°00'28"
C29	20.00'	31.41'	28.28'	N45°00'14"W	89°59'32"
C30	40.00'	62.84'	59.57'	N44°59'46"W	90°00'28"
C31	467.33'	56.28'	56.25'	N45°19'41"W	6°54'01"
C32	500.00'	222.32'	225.37'	S13°01'28"E	26°02'56"
C33	770.00'	418.70'	413.56'	S19°34'05"E	31°09'20"
C34	500.00'	321.48'	315.97'	N71°34'48"E	36°50'20"
C35	2134.00'	91.65'	91.65'	S54°23'28"W	2°27'39"
C36	2134.00'	219.95'	219.86'	S58°42'27"W	5°54'20"
C37	1100.00'	282.89'	282.02'	N82°22'20"E	15°15'20"
C38	1100.00'	429.51'	426.79'	N63°33'30"E	22°22'19"
C39	1960.00'	319.09'	318.74'	S57°02'11"W	9°19'40"
C40	500.00'	19.32'	19.31'	N01°06'52"E	2°12'48"
C41	500.00'	19.32'	19.31'	S01°06'52"W	2°12'48"
C42	30.00'	47.12'	42.43'	S45°00'01"E	90°00'02"
C43	20.00'	31.42'	28.28'	N44°59'52"E	89°59'58"
C44	30.00'	11.27'	11.20'	S75°58'11"W	21°30'55"
C45	70.00'	71.66'	66.57'	S04°32'17"E	58°39'03"
C46	70.00'	44.95'	44.18'	S52°15'42"E	36°47'32"
C47	70.00'	53.92'	52.59'	N87°16'41"E	44°07'57"
C48	30.00'	11.27'	11.20'	S75°58'11"W	21°30'55"
C49	30.00'	1.71'	1.71'	S68°11'46"W	0°11'36"
C50	20.00'	31.42'	28.28'	N45°00'02"W	90°00'00"
C51	20.00'	31.42'	28.28'	N44°59'58"E	90°00'00"
C52	30.00'	23.86'	23.24'	S67°12'50"E	45°34'23"
C53	50.00'	25.55'	25.27'	N89°04'00"W	29°16'42"
C54	50.00'	48.45'	46.57'	S78°32'13"W	55°30'51"
C55	50.00'	44.31'	42.88'	S25°23'23"W	50°46'50"
C56	50.00'	44.31'	42.88'	S25°23'27"E	50°46'50"
C57	50.00'	48.45'	46.57'	S78°32'17"E	55°30'51"
C58	50.00'	25.55'	25.27'	N89°03'56"E	29°16'42"
C59	30.00'	23.86'	23.24'	S67°12'47"W	45°34'23"
C60	20.00'	31.42'	28.28'	N45°00'02"W	90°00'00"
C61	20.00'	26.70'	24.76'	N38°14'40"E	76°29'24"
C62	1062.00'	91.39'	91.36'	N78°57'17"E	4°55'51"
C63	1062.00'	159.03'	158.68'	N85°42'36"E	8°34'48"
C64	20.00'	31.42'	28.28'	S44°59'58"W	90°00'00"
C65	20.00'	31.42'	28.28'	N45°00'01"W	90°00'02"
C66	796.00'	9.28'	9.28'	S02°02'02"E	0°40'04"
C67	796.00'	57.51'	57.50'	S02°44'15"E	4°08'23"
C68	796.00'	57.51'	57.50'	S06°52'38"E	4°08'23"
C69	796.00'	57.51'	57.50'	S11°01'01"E	4°08'23"
C70	796.00'	57.51'	57.50'	S15°09'24"E	4°08'23"
C71	796.00'	57.46'	57.44'	S19°17'40"E	4°08'08"

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C72	796.00'	93.96'	93.90'	S24°44'38"E	6°45'47"
C73	20.00'	28.84'	26.41'	N13°11'29"E	82°38'01"
C74	2160.00'	56.79'	56.79'	S33°00'04"W	1°29'50"
C75	474.00'	9.18'	9.18'	N53°42'56"E	1°06'36"
C76	474.00'	86.81'	86.68'	N59°31'01"E	10°29'34"
C77	474.00'	84.76'	84.64'	N69°53'10"E	10°14'42"
C78	474.00'	83.13'	83.03'	N80°01'59"E	10°02'56"
C79	20.00'	33.14'	29.48'	S47°28'18"E	94°56'31"
C80	364.00'	141.20'	140.70'	N75°52'36"E	2°21'35"
C81	364.00'	76.12'	75.88'	N80°59'57"E	11°58'53"
C82	364.00'	65.09'	65.00'	N69°53'10"E	10°14'42"
C83	20.00'	31.42'	28.28'	S44°59'59"W	89°59'58"
C84	634.00'	31.42'	28.28'	N45°00'01"W	90°00'02"
C85	526.00'	13.77'	13.77'	S00°45'00"E	1°30'00"
C86	634.00'	16.60'	16.60'	S00°45'00"E	1°30'00"
C87	634.00'	13.77'	13.77'	S00°37'21"E	1°14'42"
C88	744.00'	16.16'	16.16'	S00°37'21"E	1°14'42"
C89	526.00'	57.02'	56.99'	S04°36'19"E	6°12'39"
C90	526.00'	57.03'	57.00'	S10°49'00"E	6°12'43"
C91	526.00'	57.03'	57.00'	S17°01'43"E	6°12'43"
C92	526.00'	56.04'	56.02'	S23°11'12"E	6°06'16"
C93	2160.00'	88.40'	88.39'	S60°27'36"W	2°20'44"
C94	2160.00'	88.42'	88.42'	S38°06'53"W	2°20'44"
C95	20.00'	33.41'	29.66'	S75°11'57"E	95°43'03"
C96	744.00'	71.21'	71.18'	S24°35'55"E	5°29'02"
C97	744.00'	66.91'	66.91'	S09°16'48"E	5°09'11"
C98	744.00'	66.91'	66.89'	S14°07'38"E	5°09'11"
C99	744.00'	66.91'	66.89'	S08°58'27"E	5°09'11"
C100	744.00'	66.91'	66.89'	S03°49'17"E	5°09'11"
C101	634.00'	57.02'	57.00'	S03°49'17"E	5°09'11"
C102	634.00'	57.02'	57.00'	S08°58'27"E	5°09'11"
C103	634.00'	57.02'	57.00'	S14°07'38"E	5°09'11"
C104	634.00'	57.02'	57.00'	S19°16'48"E	5°09'11"
C105	634.00'	73.58'	73.53'	S25°10'52"E	6°38'57"
C106	634.00'	68.72'	68.69'	S04°36'19"E	6°12'39"
C107	634.00'	68.74'	68.70'	S10°49'00"E	6°12'43"
C108	634.00'	68.74'	68.70'	S17°01'43"E	6°12'43"
C109	634.00'	68.74'	68.70'	S24°36'19"E	6°12'39"
C110	474.00'	21.61'	21.61'	S01°19'22"E	2°36'45"
C111	474.00'	70.91'	70.84'	S05°53'53"E	6°34'51"
C112	474.00'	72.29'	72.22'	S15°33'09"E	6°44'18"
C113	474.00'	50.72'	50.70'	S22°59'14"E	6°07'51"
C114	2108.00'	49.46'	49.46'	S60°51'18"W	1°20'39"
C115	2108.00'	58.59'	58.59'	S59°23'11"W	1°35'33"
C116	2108.00'	58.59'	58.59'	S57°47'38"W	1°35'33"
C117	2108.00'	58.58'	58.57'	S56°12'06"W	1°35'32"
C118	2108.00'	58.57'	58.57'	S54°36'35"W	1°35'31"
C119	2108.00'	24.02'	24.02'	S53°29'14"W	0°39'11"
C120	526.00'	31.56'	31.55'	N54°52'46"E	3°21'68"
C121	526.00'	55.90'	55.88'	N59°38'35"E	6°05'22"
C122	526.00'	55.83'	55.80'	N65°43'42"E	6°04'53"
C123	526.00'	56.22'	56.20'	N71°49'52"E	6°07'27"
C124	526.00'	56.03'	56.00'	N77°56'41"E	6°05'10"
C125	526.00'	44.94'	44.93'	N83°26'38"E	4°53'44"
C126	20.00'	29.98'	27.25'	S42°56'44"W	85°53'35"
C127	20.00'	32.97'	32.52'	S54°23'23"E	108°46'42"
C128	1062.00'	65.21'	65.20'	N69°27'43"E	3°31'06"
C129	1062.00'	73.38'	73.36'	N65°43'25"E	3°57'31"
C130	1062.00'	67.62'	67.61'	N61°55'12"E	3°38'53"
C131	1062.00'	73.38'	73.37'	N58°06'59"E	3°57'33"
C132	1062.00'	64.81'	64.80'	N54°23'19"E	3°29'48"
C133	1062.00'	4.96'	4.96'	S22°30'23"E	0°16'04"
C134	1998.00'	59.59'	59.59'	S53°13'36"W	1°42'30"
C135	1998.00'	55.50'	55.50'	S54°52'37"W	1°35'30"
C136	1998.00'	55.50'	55.50'	S56°28'07"W	1°35'30"
C137	1998.00'	55.51'	55.51'	S58°03'37"W	1°35'31"
C138	1998.00'	55.50'	55.50'	S59°39'07"W	1°35'30"
C139	1998.00'	43.67'	43.67'	S61°04'27"W	1°15'09"
C140	20.00'	25.54'	23.84'	S36°34'50"W	3°39'44"
C141	1138.00'	412.92'	410.65'	N62°46'01"E	20°47'22"
C142					



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 4, 2020

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On the final subdivision application for the Horizon Town Center Unit Two subdivision (SUB002455-2020; 4th submittal), legally described as being a portion of CD Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas and authorizing the Mayor to finalize negotiations on and execute the Developer Participation Agreement for the parkland dedication requirements and the Subdivision Construction Agreement. Application submitted by Conde, Inc.

On November 16, 2020, the Planning and Zoning Commission unanimously voted to recommend that the City Council approve the final plat application for the Town Center Unit Two subdivision. The applicant has resubmitted the final plat application as they now wish to record the plat ahead of the roadway, drainage, and park improvements being constructed and accepted by the City. The applicant will be required to submit a construction bond in the amount of \$1,753,922.00. The applicant is also requesting to provide additional park amenities in the amount of \$26,000.00 in lieu of the park fees they owe in the amount of \$18,800.00. Two picnic tables with canopies, four benches and two trash receptacles will be provided in addition to the minimum park improvements.

It is requested that the City Council authorize the Mayor to finalize the terms of the Developer Participation Agreement for the park improvements and the Subdivision Construction Agreement for the roadway and drainage improvements.

Staff continues to work with the Texas Department of Transportation and the Developer to ensure that a traffic signal will be installed at the intersection of Horizon Boulevard and Horizon Crossing Street.

Attached for your review is the staff report that was presented to the Planning and Zoning Commission.



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: SUB002455-2020
Subdivision Name: Horizon Town Center Unit 2 Subdivision (v4)
Application Type: **Re-Submittal** Final Plat Subdivision Application
P&Z Hearing Date: November 16, 2020
Staff Contact: Michelle Padilla, Planning Director
915-852-1046 ext.105; mpadilla@horizoncity.org

Address/Location: Subdivision is south west of the Wal-Mart Supercenter development
Legal Description: Being a portion of C.D Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas
Acreage: 60.134 Acres ±
Existing Use: Vacant
Existing Zoning: R-9/CO (Residential – Conditional Overlay)

Owner/Applicant: Ranchos Real Land Holding, LLC
Engineer: Conde Inc.

Surrounding Zoning and Land Use:

North: C-2 (Commercial) – Vacant
South: R-9/CO (Residential) - Vacant
East: C-1 (Commercial) - Businesses
West: C-2 (Commercial) – Vacant

Future Land Use Designation: Mixed Use, Town Center
Nearest Park: Desmond “Corky” Corcoran Park
Nearest School: Region 19 Head Start Program

Application Description:

The developer is proposing a 288-lot subdivision for single-family development, the smallest lot measuring approximately 6,017 square feet in size and the largest lot measuring approximately 12,292 square feet in size. The ponding area measures approximately 83,525 square feet in size. The conditional overlay on this property requires that all single-family residences be at least 1,100 square feet in size, have at least a two-car garage, and have a two-car wide driveway.

The developer is dedicating one park with Unit Two. As depicted on the plat, the park is divided by Town Center Dr. and is located along the southern boundary of the roundabout at Horizon Crossing Street. The westerly portion of the park measures .7362 acres and the easterly portion measures .5645, total of 1.30 acres. The cumulative single-family unit (SFU) count including Unit One is 497 with a parkland dedication requirement of 3 acres (Ord. No.

0248 Section 2.8.3B). When combining the proposed parkland for Units One and Two, the developer carries a parkland overage of .55 acres. Parkland fees for 47 units over 450 SFU cumulative count is \$18,800. Parkland fees are due prior to the recording of the final plat.

History

On December 13, 2016, City Council approved an initial request of a preliminary plat for Horizon Town Center Unit Two (v1) with the condition that a Traffic Impact Analysis (TIA) and Master Development Plan be submitted to TXDOT for review prior to the submittal of a final plat application for review. A TIA was submitted on December 18, 2017 and the study calls for a traffic signal at the intersection of Horizon Boulevard and the future Horizon Crossing Street.

On November 5, 2018, staff and the developer met with TXDOT to discuss the traffic signal for Horizon Boulevard as per the TIA. City staff continues to work with the developer and TXDOT to secure the remaining funds for the installation of the signal.

The Horizon Town Center Master Development Plan has been revised to include the proposed school (Submitted as Horizon Town Center Unit Three), therefore an updated TIA has been submitted to account for a different land use.

On March 25, 2019, the developer submitted a revised TIA dated 03/12/19 via email. The Town Engineer and TXDOT are reviewing the revisions and we are pending their comments. Per the TIA, the developer is responsible for 40% of the cost of the signal improvements. The Town Engineer is reviewing this percentage for accuracy.

In May 2020, the final plat (SUB002139-2019) was reaffirmed at the regular City Council meeting; however, the developer has decided to file the plat prior to subdivision improvements being complete.

On October 21, 2020 the developer resubmitted the final plat (SUB002455-2020) application. The developer has indicated they intend on filing the plat prior to subdivision improvements being complete.

Staff Recommendation:

Staff recommends ***APPROVAL*** of the proposed subdivision with the condition that all plat and TIA comments are addressed prior to City Council action.

Planning Comments:

1. Provide an updated master drainage plan for the development, if required by the City Engineer.
2. Plat note #1: Original Tax Certificate required for plat filing. If there are more than one instruments, please add additional lines in plat note #1 for each parcel.
3. Plat note #2: Submit CCR to Town for review
4. Parkland Fees with Unit Two SFU Count: \$18,800
5. Request for additional parkland improvements in lieu of parkland fees must be requested in writing prior to submittal of the final application for City Council approval. Approval of additional parkland improvements in lieu of fees may require a Developer Participation Agreement (DPA).

6. Using a table, list revision dates on the face of the submitted revised plats

Public Works Director Comments:

On October 23, 2020 the Public Works Director comments were received and had no additional comments for the plat as the plat had previously been approved in 2019.

Town Engineer Comments:

On November 4, 2020 the engineer comments were received for the final plat. Comments are as follows:

1. Provide certification that all utilities have approved locations of easements and that service will be provided to development.
2. The number of lots in the subdivision application differs from the number of lot shown on plat. Verify number of units.

COST ESTIMATES COMMENTS:

1. Does the landscaping cost include an irrigation system?

Engineer Comments for TIA Revised 03/12/19:

On April 5, 2019, an updated revised TIA dated 03/12/19 was received via email. The review comments are as follows:

REVIEW COMMENT AND RESOLUTION LOG



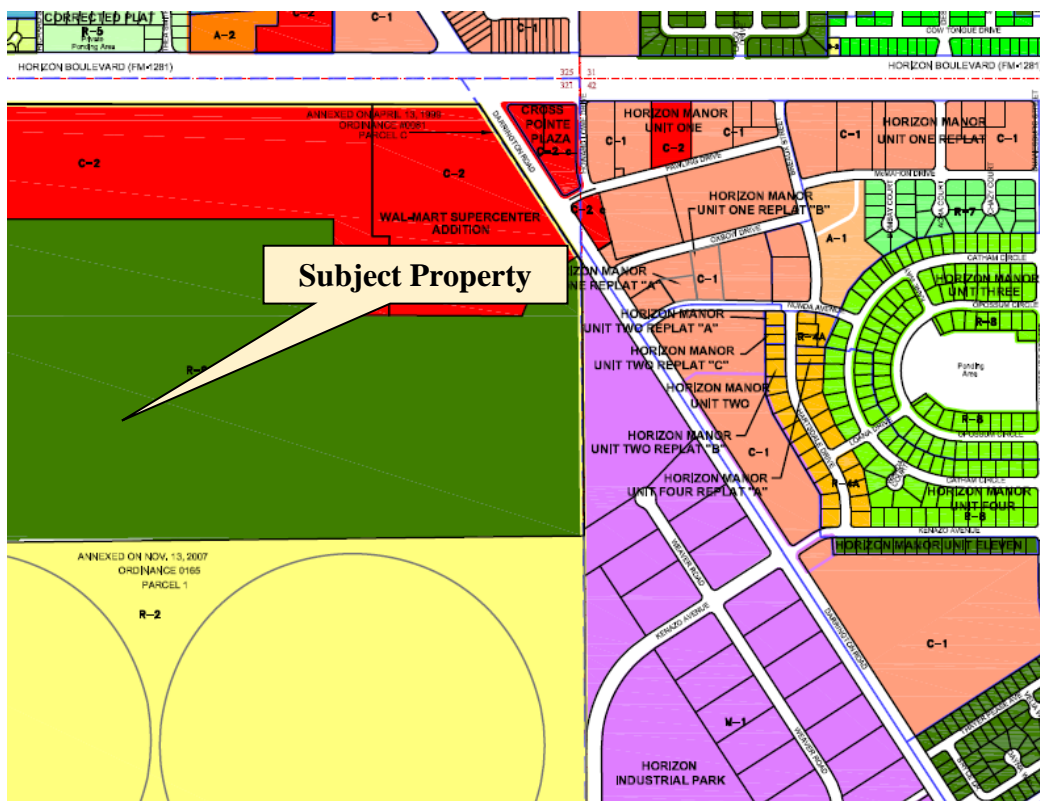
Project Name: Town of Horizon – General
 Client: Town of Horizon
 Submittal being Reviewed: Horizon Town Center Units One & Two Traffic Report, Reviewer-RM, 04/04/19

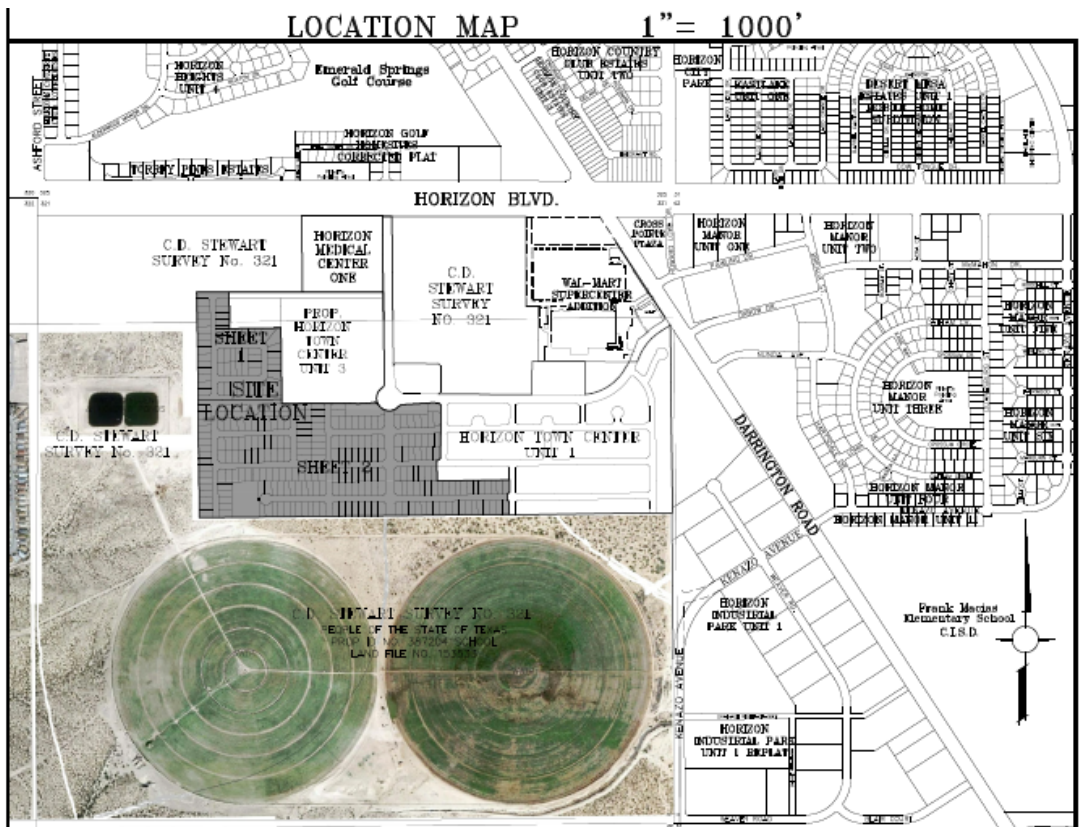
Date:
 Page: 1 of 2 pages

Response Codes: A – Accept, Add or Correct D – Dismiss Comment & Resolve prior to Next Submittal

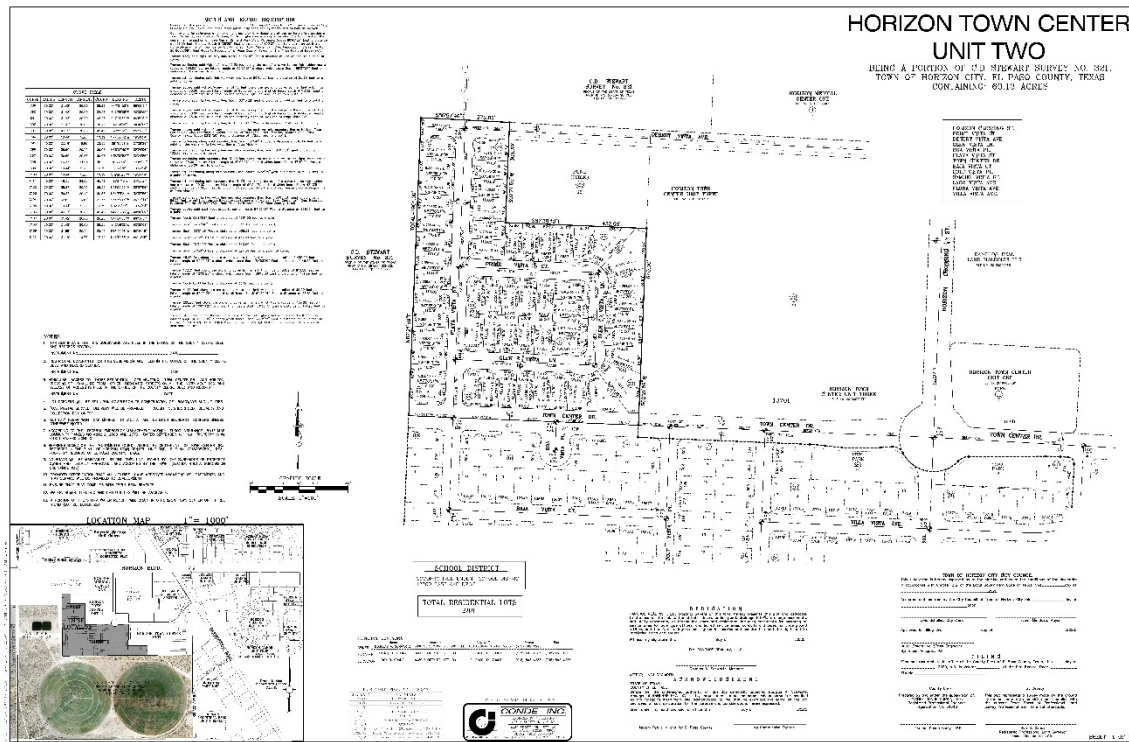
Item No.	Report Section	Report Sub-Section	Reviewer Comment	Huitt-Zollars, Inc.		Conde, Inc.		Comment Resolution	
				Initial Response Code	Response	Final Response Code	Date		
1	Appendix A	Trip Generation Summary	Trip Generation calculations show internal capture and pass-by. Remove from table to avoid confusion.						
2	Introduction	Introduction	Synchro AM and PM peak hour models need to be re-run to verify the LOS and delay due to the new distributions and volumes, regardless if the total traffic did not change.						
3	3.0	Table 5	Update the percentages entering and exiting for Horizon Crossing St., Pawling Dr., and Town Center based on Figures 3A and 3B. Recalculate AM and PM Peak Hour volumes based on the proposed distribution.						
4	5.0	Proportional Share Analysis	Use the new volumes in Table 5 based on the approved distribution to calculate the proportional share. The Town of Horizon does not agree with the method used to calculate the proportional share. Use the following one of the following methods to determine the proportional share: (Trips Generated/ Existing Traffic)*100; or (Trips Generated/(Increased capacity – existing capacity))*100						

Attachment 1: Aerial View, Zoning & Location Map

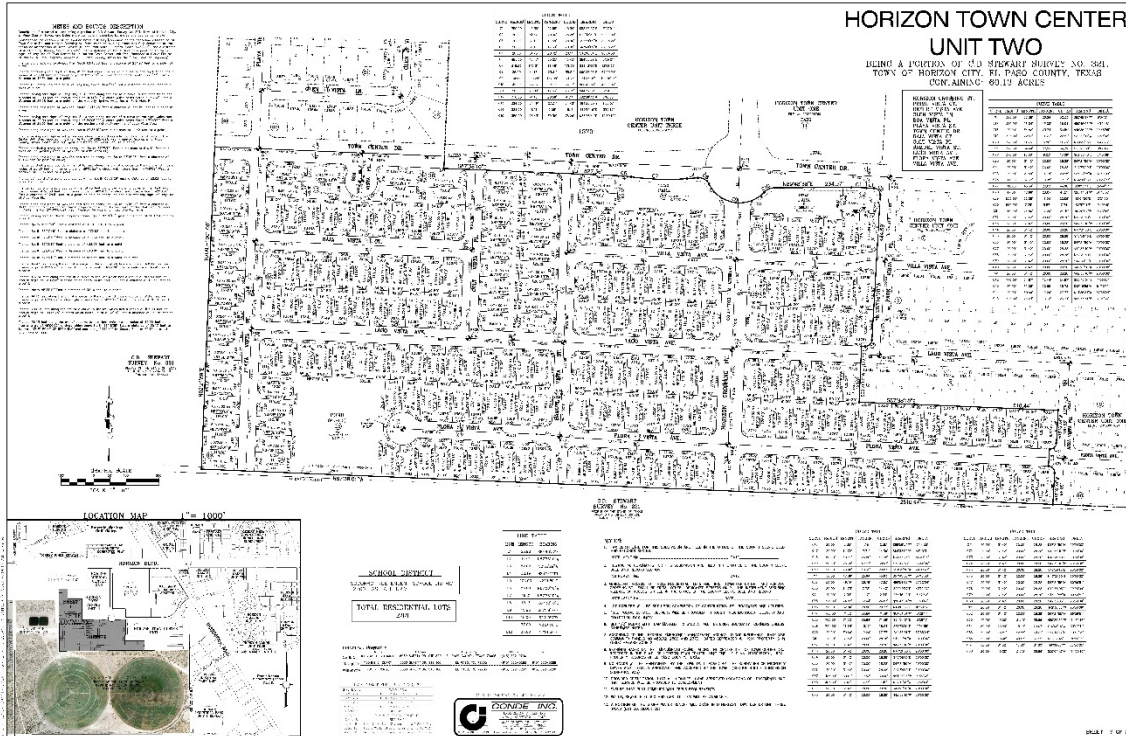




Attachment 2: Plats-Final Sheet 1 Revised 4/11/19



Attachment 2: Plats-Final Sheet 2 Revised 4/11/19



Attachment 3: Application

SUB 002455-2020



TOWN OF HORIZON CITY
 14999 Darrington Road
 Horizon City, Texas 79928
 Phone 915-852-1046 Fax 915-852-1005

**MAJOR SUBDIVISION
 FINAL PLAT APPLICATION**

SUBDIVISION ASSIGNED NAME: Horizon Town Center Unit 2 (v4) DATE: October 12, 2020

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
Being a Portion of Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	<u>50.177</u>	<u>308</u>	OFFICE		
DUPLEX			STREET & ALLEY	<u>14.468</u>	<u>1</u>
APARTMENT			PONDING & DRAINAGE	<u>5.114</u>	<u>3</u>
MOBILE HOME			INSTITUTIONAL		
P.U.D.			OTHER		
PARK (Min 1 Acre)	<u>2.583</u>	<u>1</u>			
SCHOOL					
COMMERCIAL			TOTAL NO. SITES		<u>313</u>
INDUSTRIAL			TOTAL (GROSS) ACREAGE	<u>73.342</u>	

3. WHAT IS THE EXISTING ZONING OF THE ABOVE DESCRIBED PROPERTY? R-4 PROPOSED ZONING N/A
4. WILL THE RESIDENTIAL SITES, AS PROPOSED, PERMIT DEVELOPMENT IN FULL COMPLIANCE WITH ALL ZONING REQUIREMENTS OF THE EXISTING RESIDENTIAL ZONE(S)? YES NO
5. WHAT TYPE OF UTILITY EASEMENTS ARE PROPOSED? UNDERGROUND OVERHEAD COMBINATION
6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Lots to street to drainage structures
7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES 1,500 sq. ft.
8. PRICE RANGE: _____ TO _____, FINANCED UNDER FHA VA CONVENTIONAL
9. ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? YES NO
10. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES NO
11. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY MEDIANS OTHER
12. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: _____
13. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES NO INITIALS CC
 IF YES, PROVIDE THE REQUIRED GUARANTEE PER SECTION 4.10.3 & 8.1.7, Municode Chapter 10 (Please attach documents)
14. WILL ANY RESTRICTIONS AND COVENANTS BE RECORDED WITH PLAT? YES NO INITIALS _____ IF YES, PLEASE ATTACH COPY.
15. OWNER OF RECORD Ranchos Real Land Holdings, LLC 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
(NAME & ADDRESS) (ZIP) (PHONE)
16. OPTIONEE Ranchos Real Land Holdings, LLC 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
(NAME & ADDRESS) (ZIP) (PHONE)
17. DEVELOPER Ranchos Real Land Holdings, LLC 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
(NAME & ADDRESS) (ZIP) (PHONE)
18. ENGINEER Conde, Inc. 6080 Surety Dr., Ste. 100 El Paso, TX 79905 (cconde@condeinc.com) 915-592-0283
(NAME & ADDRESS) (ZIP) (PHONE)
19. APPLICANT Ranchos Real Land Holdings, LLC 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
(NAME & ADDRESS) (ZIP) (PHONE)

NOTE: Applicant is responsible for all expenses incurred by the City in connection with the Final plat approval request, including but not limited to attorney's fees, engineering fees and publication. Charges will be invoiced separately. Initials CC

Applicant Signature _____ EMAIL cconde@condeinc.com

APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
 Acceptance of fee does not grant acceptance of application.
 Non Refundable Deposit \$500.00 Fee: \$300.00 (\$150 Final Plan & \$150 Improvement Plan)

Planning Department
 Date Rec'd: 10/12/2020
 By: _____

DEVELOPER PARTICIPATION AGREEMENT**HORIZON TOWN CENTER UNIT #2****BETWEEN THE TOWN OF HORIZON CITY
AND
RANCHOS REAL XV, LLC**

This Developer Participation Agreement (the "Agreement") is made and entered into as of the ____ day of _____ 2020 (the "Effective Date"), by and between the TOWN OF HORIZON CITY ("City"), and Ranchos Real XV, LLC, a Texas limited liability company ("Developer").

RECITALS

A. Developer owns property described as Horizon Town Center Unit #2 on Exhibit "A" attached hereto (the "Developer Property")

C. Developer is required by the approved preliminary plat for the Developer Property to dedicate certain parkland ("Dedicated Park") and/or pay certain in-lieu park fees pursuant to Horizon City Code Chapter 10, Article 10.02, Section 2.8 in connection with the development of the Developer Property pursuant to the rules and regulations of the City and dedicate the required parkland to the City for use as a public park.

D. The Developer has requested that in lieu of making certain in-lieu park fees to the City, that it be allowed to use the required funds to construct additional improvements to the Dedicated Park ("Additional Park Improvements") and receive credit for the expenditure of the additional funds in lieu of payment of the required park fees to the City.

E. The Developer will enter into a Construction Agreement with the City with regard to the public improvements that the subdivision of the Developer Property is required to provide under the Horizon City Code Chapter 10, Article 10.02, Section 8.

E. As provided in Texas Local Government Code §212.071 and §232.105, a municipality may contract with a developer to construct public improvements and participate in the cost of the additional improvements not exceed thirty (30%) percent of the total contract price and participate at a level not to exceed one hundred (100%) percent of the total cost of any oversized improvements required by the municipality.

F. Developer and City desire that the Developer shall construct the additional improvements to the dedicated park property concurrent with the Developer's construction of the adjacent Subdivision improvements and acknowledge that the amount of the cost of the additional improvements does not exceed thirty percent (30%) of the total cost of public improvements being required by the City for such Subdivision.

NOW, THEREFORE, for and in consideration of the promises, mutual agreements and in-kind services set forth, the parties mutually agree as follows:

1. PARTIES' OBLIGATIONS

(a) Developer Obligations. Developer shall be responsible to plan, design, engineer, plat and construct all improvements to the Dedicated Park as required by the City in its approval of the Final Plat for Horizon Town Center Unit #2 (on May 14, 2019 and reaffirmed on June 9, 2020) depicted in the attached Exhibit B. The cost estimate for construction of all of the public improvements for the Developer Property is attached to this Agreement as Exhibit C, including the costs of the additional improvements to the Dedicated Park (the "Cost Estimate"). All work shall be done in consultation with The City staff to assure that all aspects of the work to be performed are consistent with the City Final Plat approval and requirements.

Developer and City agree that concurrent with the planning, design, engineering and construction of the Developer Property, the Developer shall construct the Additional Park Improvements.

(b) Construction Costs. Developer shall be solely responsible for the payment of any and all costs and expenses related to the planning, designing, engineering, platting and constructing the entire Developer Property, the Dedicated Park and the Additional Park Improvements as shown on Exhibit C.

The City will give the Developer credit in lieu of park fees for a portion of the total contract price of the public improvements constructed under this Agreement to the extent of thirty (30%) of the total cost of the public improvements being required by the City for the portion described herein as the Additional Park Improvements. The remaining improvements constructed above the required 30% shall be credited to future new development in another subdivision development application that the Developer submit and such credit shall be equal to .55 acre of future new development.

(c) Party Coordination; Platting. Developer shall consult with the City's designated representatives to assure that all work is done consistent with and in compliance with City rules, regulations, and conditions including inspection on the on-going work, and applicable federal and state laws and requirements. City designated representative may, at reasonable times, observe or inspect all work done and materials furnished for the Developer Property, the Dedicated Park and the Additional Park Improvements. If City designated representative reasonably believes the Developer Property, the Dedicated Park and the Additional Park Improvements is not being constructed as per the approved plans and specifications, the parties' designated representatives shall meet to discuss appropriate actions to ensure that any defects in the Developer Property, the Dedicated Park and the Additional Park Improvements or deviations in the approved designs are remedied. After final completion of the construction of the Developer Property, the Dedicated Park and the Additional Park Improvements and the Dedicated Park, including the Additional Park Improvements, shall be dedicated and accepted as required by the City's subdivision ordinance.

(d) Time for Completion. All work to be performed under this Agreement (excluding maintenance and repair after acceptance) shall be substantially completed in no more than two (2) years from the Effective Date, concurrent with the Subdivision Construction Agreement. Upon achieving substantial completion, Developer shall notify City, who shall promptly inspect Developer's work and either accept the work or notify Developer of deficiencies that must be corrected before the work can be accepted.

(e) Invoice. Upon satisfactory completion and acceptance of the improvements, the Developer shall submit to City an invoice detailing the cost of planning, designing, engineering and constructing the Additional Park Improvements for an amount not to exceed the approved amount of the in-lieu park fees of **\$18,800.00**.

(f) The Developer agrees to provide City with copies of all subcontractor and consultant agreements used by the Developer in the construction of the Dedicated Park and the Additional Park Improvements. The City shall also have the right to inspect the Developer's books and records related to the construction of the Dedicated Park and the Additional Park Improvements during regular business hours and after reasonable written notice.

2. TERM. This Agreement shall automatically terminate after the construction of the Developer Property, the Dedicated Park and the Additional Park Improvements is completed, the City Public Works Director has inspected the project to assure that the City Design Standards have been met and the City has accepted the dedication of the Dedicated Park, including the Additional Park Improvements.

3. BOND REQUIRED. The Developer must execute or cause its contractor to execute a performance bond for one hundred percent (100%) of the amount of the in-lieu park fees to secure fulfillment of all the Developer's obligations under this Agreement. The bond or bonds must be in the form attached hereto as Exhibit "E" and incorporated herein for all purposes. The bond must be executed by a corporate surety in accordance with Chapter 2253, Government Code, Vernon's Annotated Civil Statutes. The bond(s) shall identify the City as an additional named Obligee.

4. INSURANCE. During construction, Developer shall carry and maintain, or cause to be carried and maintained by its contractors, in full force and effect the following insurance coverage:

(a) Workers' compensation insurance as provided by law on Developer's and its contractor's employees;

(b) Commercial general liability insurance written on an occurrence basis, including independent contractors, products, completed operations and premises liability with broad form endorsement including blanket contractual liability and personal injury liability with combined single limits of not less than \$1,000,000.00 each occurrence/and \$2,000,000.00 aggregate;

(c) Comprehensive automobile liability insurance of not less than \$300,000.00.

7. THIRD PARTY RIGHTS OR OBLIGATIONS. No person or entity not a party to this Agreement shall have any third-party beneficiary or other rights under this Agreement.

8. MAINTENANCE WARRANTY. Developer hereby covenants and warrants that the public improvements being constructed under this Agreement will be free from defective materials, construction defects, or defects in workmanship for a period of one (1) year following acceptance by the City of all required improvements. Developer shall also provide a maintenance bond, as depicted in Exhibit "F", in the amount of fifty percent (50%) of the costs of the public improvements for such period. In the event of the maintenance or repair of a defect in the improvements during the initial guarantee period, the Developer shall provide a one-year extended maintenance guarantee in favor of the City for the entire defect area, with the one year period to commence upon completion of the maintenance or repair. The extended maintenance guarantee period shall be repeated until the defect within the affected area has been satisfactorily remedied. Notwithstanding any other provision in this Agreement, this paragraph shall survive the expiration of this Agreement.

9. NOTICES. All notices, communications and reports under this Agreement shall be either hand-delivered or mailed, postage prepaid in the United States Postal Service, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

HORIZON CITY: Town of Horizon City
Attn: Mayor
14999 Darrington Rd.
Horizon City, TX 79928

Copy to: Town of Horizon City
Attn: Planning Director
14999 Darrington Rd.
Horizon City, TX 79928

DEVELOPER: Ranchos Real XV, LLC
Attn: Douglas A. Schwartz
6080 Surety Drive, Suite 300
El Paso, Texas 79905

10. CUMULATIVE RIGHTS. All remedies, either under this Agreement or at law or in equity or otherwise available to a party, are cumulative and not alternative and may be exercised or pursued separately or collectively in any order, sequence or combination. the City do not waive any rights, immunities, or defenses which either has or may have under law or in equity.

11. GOVERNING LAW. All questions concerning the validity, operation, and interpretation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

12. ASSIGNMENT. The Developer shall have the right to assign its rights and obligations in this Agreement. In the event that the Developer does assign its rights under this Agreement, the

assignee shall execute an assignment agreeing that it will be responsible for all of the obligations of Developer, a copy of which shall be sent to the City.

13. RELATIONSHIP. It is expressly understood and agreed by and between the parties that Developer is not an officer, agent or employee of either the City and is not subject to the direct or continuous supervision and control of the City. The City and Developer acknowledge and agree that the parties have not formed, and are not hereby forming a partnership, joint venture or any other similar entity and this Agreement is not intended, and shall not be construed, to create any such entity or relationship.

14. CONSTRUCTION STANDARDS. All work performed by the Developer or its agents shall be done in a good and workmanlike manner in accordance with the City's codes and regulations and the City's Subdivision Regulations and Design Standards. Any contractor or consultant hired by the Developer shall have sufficient skills and experience to properly perform the work required of it and shall provide adequate supervision to assure competent performance of the work.

15. CONSTRUCTION CONTRACTS. Developer agrees to furnish the City a copy of each written agreement entered into with a contractor or consultant retained to complete the construction of the improvements the subject of this Agreement. All of the books and records related to the construction of the project shall be available for inspection by the City upon written request. All work performed by a contractor or consultant of the Developer will not under any circumstances, relieve the Developer of its responsibilities and obligations under this Agreement.

16. ENTIRE AGREEMENT. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. This Agreement may not be modified except by an instrument in writing signed by all of the parties.

17. AUTHORIZED SIGNATURE. The person executing this Agreement on behalf of the Developer warrants to the City that the Developer is a duly authorized and existing limited partnership, that Developer is qualified to do business in the State of Texas, that Developer has full right and authority to enter into this Agreement, and that every person signing on behalf of Developer is authorized to do so.

EXECUTED in El Paso, El Paso County, Texas as of the Effective Date.

TOWN OF HORIZON CITY

By: _____
Ruben Mendoza, Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Bertha A. Ontiveros
Assistant City Attorney

Michelle Padilla, CNU
Planning Director

DEVELOPER

RANCHOS REAL XV, LLC

By: _____
Douglas A. Schwartz
Manager

DRAFT

Exhibit A
Developer Property

DRAFT

Exhibit B
Final Plat Approvals

DRAFT

Exhibit C
Cost Estimate and Total Costs

DRAFT

Exhibit D
Form of Performance Bond

DRAFT

Exhibit E
Maintenance Bond

DRAFT

HORIZON TOWN CENTER UNIT TWO

BEING A PORTION OF C.D STEWART SURVEY NO. 321,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS
CONTAINING: 60.13 ACRES

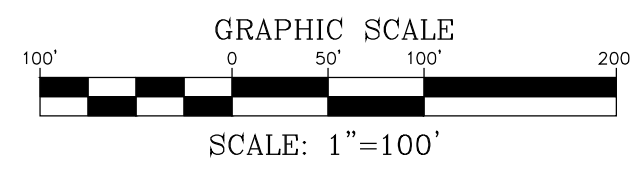
METES AND BOUNDS DESCRIPTION

Description of a portion of said being a portion of C.D Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas, and being more particularly described by metes and bounds as follows:
Commencing for reference on an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Horizon Crossing St., from which an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Park Vista Pl. bears South 86°43'32" East a distance of 611.5 feet thence, South 02°21'59" East a distance of 123.07 feet to a point on southern right-of-way line of Town Center Dr. in Horizon Town Center Unit One, Recorded in Deeds File No. 20180057691, Real Property Records of El Paso County, Texas for the "True Point of Beginning".
Thence along said right-of-way line, North 89°48'38" East a distance of 234.97 feet to a point of curve.
Thence continuing said right-of-way line, 45.35 feet along the arc of a curve to the right which has a radius of 750.00 feet an interior angle of 03°27'51" a chord which bears South 88°27'27" East a distance of 45.34 feet to a point.
Thence still continuing said right-of-way line, South 86°43'32" East a distance of 23.90 feet to a point of curve.
Thence along said right-of-way line, 31.42 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 89°05'22" a chord which bears South 47°49'09" West a distance of 28.28 feet to a point on the westerly right-of-way line of Park Vista Pl.;
Thence along said right-of-way line, South 03°16'28" West a distance of 444.59 feet to a point of curve.
Thence leaving said right-of-way line, 31.10 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 89°05'22" a chord which bears South 47°49'09" West a distance of 28.06 feet to a point on the northerly right-of-way line of Laga Vista Ave.;
Thence along said right-of-way line, North 87°38'10" West a distance of 11.42 feet to a point.
Thence leaving said right-of-way line and along the southeasterly boundary line of Horizon Town Center Unit One, recorded in Deeds File No. 20180057691, Real Property Records of El Paso County, Texas, South 02°21'59" West a distance of 172.00 feet to a point.
Thence continuing along said boundary line, South 87°38'10" East a distance of 610.44 feet to a point on the westerly right-of-way line of Arzo Vista Pl.;
Thence along said right-of-way line and also boundary line, South 03°16'28" West a distance of 100.33 feet to a point of curve.
Thence continuing said boundary line, 31.10 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 89°05'22" a chord which bears South 47°49'09" West a distance of 28.06 feet to a point.
Thence still continuing along said boundary line, South 03°58'29" West a distance of 52.02 feet to a point of curve.
Thence still continuing said boundary line, 31.73 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 89°05'22" a chord which bears South 47°49'09" West a distance of 28.51 feet to a point on said boundary line and also westerly right-of-way line of Arzo Vista Pl.;
Thence leaving said southwest property corner, North 87°38'10" West a distance of 2610.94 feet to a point.
Thence, North 02°21'59" East a distance of 1901.00 feet to a point.
Thence, South 86°57'46" East a distance of 272.02 feet to a point.
Thence, South 02°21'59" West a distance of 306.39 feet to a point.
Thence, South 87°38'10" East a distance of 432.58 feet to a point.
Thence, South 02°21'59" East a distance of 640.00 feet to a point.
Thence, South 87°38'10" East a distance of 527.36 feet to a point of curve.
Thence, 46.47 feet along the arc of a curve to the right which has a radius of 485.00 feet an interior angle of 05°29'21" a chord which bears South 84°53'29" East a distance of 46.45 feet to a point.
Thence, 172.31 feet along the arc of a curve to the left which has a radius of 815.50 feet an interior angle of 12°06'23" a chord which bears South 81°31'59" East a distance of 171.99 feet to a point.
Thence, North 85°44'49" East a distance of 33.19 feet to a point.
Thence, 41.13 feet along the arc of a curve to the right which has a radius of 35.00 feet an interior angle of 67°02'07" a chord which bears South 60°35'06" East a distance of 38.81 feet to a point.
Thence, 200.25 feet along the arc of a curve to the left which has a radius of 100.00 feet an interior angle of 109°16'25" a chord which bears South 81°31'59" East a distance of 171.26 feet to a point.
Thence, 36.13 feet along the arc of a curve to the right which has a radius of 45.00 feet an interior angle of 48°00'00" a chord which bears North 68°48'35" East a distance of 35.17 feet to the "TRUE POINT OF BEGINNING" and containing 2,619.4164 Square Feet or 60.13 acres of land more or less.

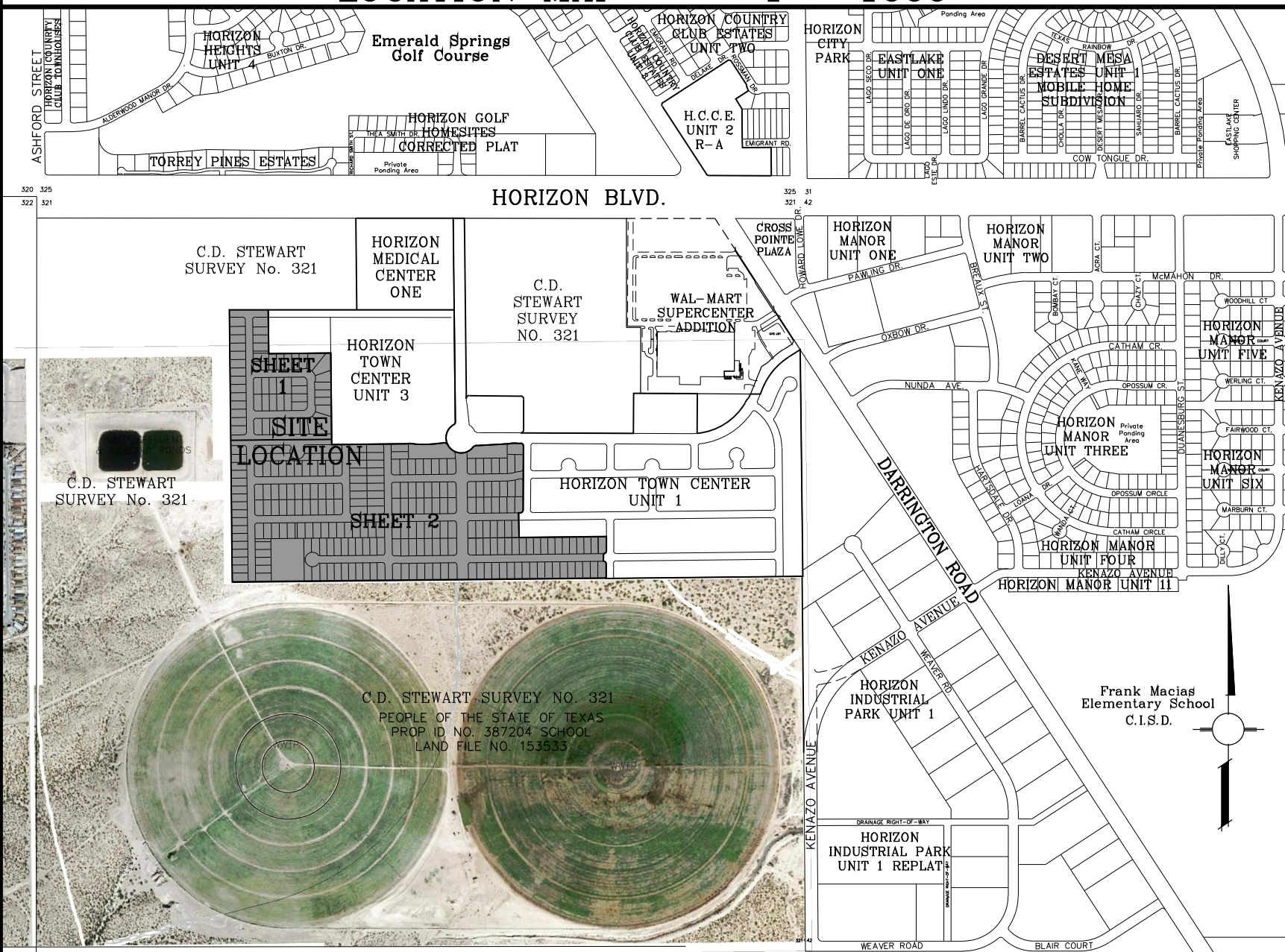
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C89	20.00'	31.42'	20.00'	28.28'	N47°21'55"E	89°59'51"
C90	20.00'	31.42'	20.00'	28.28'	S42°38'05"E	90°00'09"
C91	20.00'	31.42'	20.00'	28.28'	S47°21'55"W	89°59'51"
C92	20.00'	31.42'	20.00'	28.28'	S42°38'05"E	90°00'09"
C93	30.00'	47.12'	30.00'	42.43'	N47°21'55"E	89°59'51"
C94	30.00'	10.44'	5.28'	10.39'	N77°39'42"W	19°56'54"
C95	70.00'	33.16'	16.90'	32.85'	S81°15'29"E	27°08'28"
C96	70.00'	39.60'	20.35'	39.08'	N69°57'49"E	32°24'56"
C97	70.00'	39.60'	20.35'	39.08'	N36°32'53"E	32°24'56"
C98	70.00'	46.33'	24.05'	45.49'	N12°24'45"E	37°55'21"
C99	30.00'	10.44'	5.28'	10.39'	S7°36'28"E	19°56'54"
C100	30.00'	10.44'	5.28'	10.39'	S12°20'26"W	19°56'54"
C101	70.00'	46.33'	24.05'	45.49'	N32°11'31"E	37°55'21"
C102	70.00'	39.60'	20.35'	39.33'	N31°55'25"W	32°37'56"
C103	70.00'	39.60'	20.35'	39.33'	N64°33'21"W	32°37'56"
C104	70.00'	32.64'	16.62'	32.34'	S85°46'18"W	26°42'44"
C105	30.00'	10.44'	5.28'	10.39'	N82°23'23"E	19°56'54"
C106	30.00'	47.13'	30.00'	42.43'	N42°38'06"W	90°00'09"
C107	20.00'	31.42'	20.00'	28.28'	S47°21'55"W	89°59'51"
C108	20.00'	31.42'	20.00'	28.28'	S42°38'05"E	90°00'09"
C109	20.00'	31.65'	20.24'	28.45'	S47°42'06"W	90°40'15"
C110	20.00'	31.18'	19.77'	28.12'	N42°17'53"W	89°14'45"

NOTES:

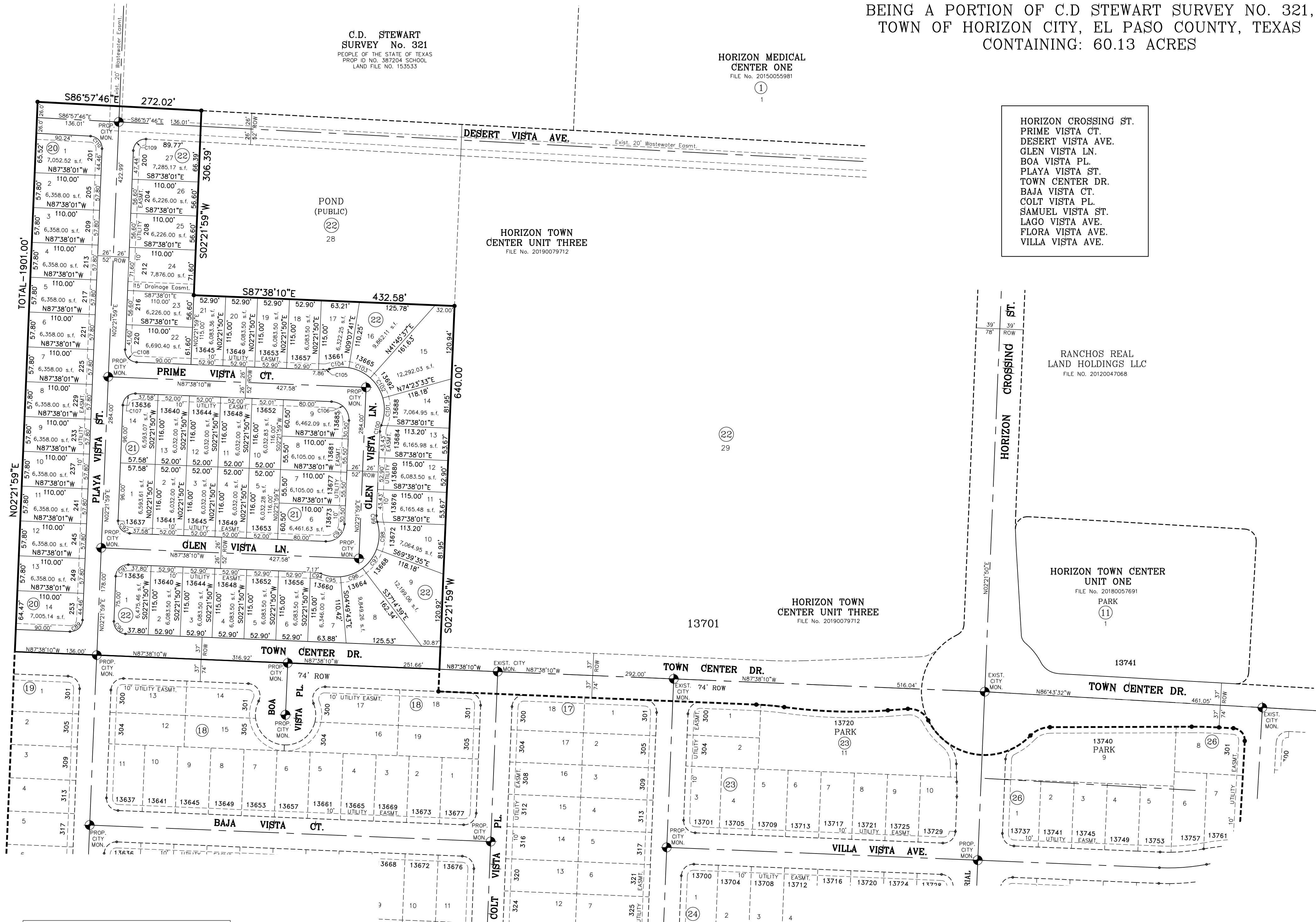
- TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. _____ DATE _____
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
INSTRUMENT No. _____ DATE _____
- VEHICULAR ACCESS TO THOSE RESIDENTIAL LOTS ABUTTING, TOWN CENTER DR. AND HORIZON CROSSING ST. SHALL BE FROM OTHER DEDICATED STREETS ONLY. THE INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
INSTRUMENT No. _____ DATE _____
- LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
- "U.S. POSTAL SERVICE DELIVERY WILL BE PROVIDED THROUGH NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS".
- SET 1/2" REBAR WITH CAP MARKED TX 5152 AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48022-250B AND 237B, DATED SEPTEMBER 4, 1991 PROPERTY IS IN FLOOD HAZARD ZONE X.
- BEARINGS BASED ON THE MONUMENTS FOUND ALONG THE CENTERLINE OF TOWN CENTER DR., RECORDED IN THE PLAT OF HORIZON TOWN CENTER UNIT ONE, FILE NO. 20180057691, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
- NO ROADS WILL BE MAINTAINED BY THE TOWN UNTIL PAVED BY THE SUBDIVIDER OR PROPERTY OWNER AND LEGALLY APPROVED AND ACCEPTED BY THE TOWN (SECTION 4.9.1.7, SUBDIVISION ORDINANCE #35)
- PROVIDED CERTIFICATION THAT ALL UTILITIES HAVE APPROVED LOCATIONS OF EASEMENTS AND THAT SERVICE WILL BE PROVIDED TO DEVELOPMENT.
- ENSURE THAT PLAT COMPLIES WITH TBPLS REQUIREMENTS.
- WATER, SEWER, ELECTRIC AND GAS UTILITIES WILL BE AVAILABLE.
- A PORTION OF THE STORM WATER RUNOFF WILL DRAIN INTO HORIZON TOWN CENTER UNIT THREE POND (LOT 28, BLOCK 22)



LOCATION MAP 1" = 1000'



C.D. STEWART
SURVEY No. 321
PEOPLE OF THE STATE OF TEXAS
PROP ID NO. 387204 SCHOOL
LAND FILE NO. 153533



SCHOOL DISTRICT
SOCORRO INDEPENDENT SCHOOL DISTRICT
12300 EASTLAKE DRIVE

TOTAL RESIDENTIAL LOTS
288

PRINCIPAL CONTACTS:
Name Address City & Zip Phone Fax
OWNER: DOUGLAS A. SCHWARTZ 6080 SURETY DR. STE 300 EL PASO COUNTY, TEXAS 79905 (915) 592-0290
ENGINEER: YVONNE C. CURRY 6080 SURETY DR. STE 100 EL PASO, TX. 79905 (915) 592-0283 (915) 592-0286
SURVEYOR: RON R. CONDE 6080 SURETY DR. STE 100 EL PASO, TX. 79905 (915) 592-0283 (915) 592-0286

REV.	DATE	COMMENTS
05/23/17		PUBLIC WORKS COMMENTS
05/30/17		TEXAS GAS COMMENTS
06/27/17		SEND REVISED COPY
07/10/17		PUBLIC WORKS COMMENTS
11/28/17		RESUBMIT
1/15/18		PLANNING REVIEW COMMENTS
10/11/18		RESUBMIT
1/14/19		Town Of Horizon City comments (12/18/18)
3/26/19		Public Works Director comments (3/18/19)
4/11/19		PW Director comments 2nd review (4/11/19)

DATE OF PREPARATION: MAY 29, 2020
CONDE INC.
ENGINEERING / PLANNING
GPS / SURVEYING / CAD
6080 SURETY DR. STE 100
EL PASO, TEXAS 79905
PHONE: (915) 592-0283
FAX: (915) 592-0286 FIRM# 10078100

Notary Public in and for El Paso County My Commission Expires _____

DEDICATION
RANCHOS REAL XV, L.L.C. property owners of this land, hereby presents this plat and dedicates to the use of the public, the streets, drives, parks, pond, drainage P.O.W., drainage easements, and utility easements, as hereon laid down and designated, including easements for overhead of service wires for pole type utilities, and 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.
Witness my signature this _____ day of _____, 2020.

By: RANCHOS REAL XV, L.L.C.

ATTEST: NOT REQUIRED
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF EL PASO
Before me, the undersigned authority, on this day personally appeared Douglas A. Schwartz, Manager of RANCHOS REAL XV, L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purpose and considerations herein expressed.
Given under my hand and seal of office this _____ day of _____, 2020.

TOWN OF HORIZON CITY CITY 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 _____, 2020.

Accepted and adopted by the City Council of Town of Horizon City this _____ day of _____, 2020.

Elvio Schuller, City Clerk Ruben Mendoza, Mayor
Approved for filing this _____ day of _____, 2020.

Huitt-Zollars inc. (Town Engineer)
By: Isobel Vasquez, P.E.
FILING
Filed and recorded in the office of the County Clerk of El Paso County, Texas, this _____ day of _____, 2020, A.D. in Volume _____ of the Plat Record, Page _____
File No. _____

County Clerk By Deputy
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.
Yvonne Conde Curry, P.E. Registered Professional Engineer Registration No. 64648
Ron R. Conde Registered Professional Land Surveyor Texas License No. 5152

HORIZON TOWN CENTER

UNIT TWO

BEING A PORTION OF C.D. STEWART SURVEY NO. 321,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS
CONTAINING: 60.13 ACRES

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of C.D. Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Horizon Crossing St., from which an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Park Vista Pl. bears South 86°43'32" East a distance of 461.05 feet; thence South 87°38'01" East a distance of 123.07 feet to a point on southerly right-of-way line of Town Center Dr. in Horizon Town Center Unit One, Recorded in Deeds File No. 2018057691, Real Property Records of El Paso County, Texas for the "True Point of Beginning";

Thence along said right-of-way line, North 89°48'38" East a distance of 234.97 feet to a point of curve;

Thence continuing said right-of-way line, 45.35 feet along the arc of a curve to the right which has a radius of 750.00 feet on interior angle of 0°27'51" a chord which bears South 88°27'27" East a distance of 45.34 feet to a point;

Thence still continuing said right-of-way line, South 86°43'32" East a distance of 234.97 feet to a point of curve;

Thence leaving said right-of-way line, 31.42 feet along the arc of a curve to the right which has a radius of 20.00 feet on interior angle of 90°00'00" a chord which bears South 41°43'32" East a distance of 28.26 feet to a point on the westerly right-of-way line of Park Vista Pl.;

Thence along said right-of-way line, South 03°16'28" West a distance of 444.59 feet to a point of curve;

Thence leaving said right-of-way line, 31.10 feet along the arc of a curve to the right which has a radius of 20.00 feet on interior angle of 89°05'22" a chord which bears South 47°49'09" West a distance of 28.36 feet to a point on the westerly right-of-way line of Arzo Vista Pl.;

Thence continuing said boundary line, North 87°38'01" East a distance of 114.42 feet to a point of curve;

Thence leaving said right-of-way line and along the southeasterly boundary line of Horizon Town Center Unit One, recorded in Deeds File No. 2018057691, Real Property Records of El Paso County, Texas, South 02°21'50" West a distance of 172.00 feet to a point;

Thence continuing along said boundary line, South 87°38'01" East a distance of 610.44 feet to a point on the westerly right-of-way line of Arzo Vista Pl.;

Thence along said right-of-way line and also boundary line, South 03°16'28" West a distance of 444.59 feet to a point of curve;

Thence continuing said boundary line, 31.10 feet along the arc of a curve to the right which has a radius of 20.00 feet on interior angle of 89°05'22" a chord which bears South 47°49'09" West a distance of 28.36 feet to a point on the westerly right-of-way line of Arzo Vista Pl.;

Thence still continuing along said boundary line, South 87°38'01" West a distance of 52.02 feet to a point of curve;

Thence still continuing said boundary line, 31.73 feet along the arc of a curve to the right which has a radius of 20.00 feet on interior angle of 90°00'00" a chord which bears South 42°19'51" East a distance of 28.51 feet to a point on said boundary line and also westerly right-of-way line of Arzo Vista Pl.;

Thence, North 02°21'59" East a distance of 190.01 feet to a point;

Thence, South 86°57'46" East a distance of 272.02 feet to a point;

Thence, South 02°21'59" West a distance of 336.39 feet to a point;

Thence, South 87°38'01" East a distance of 432.58 feet to a point;

Thence, South 02°21'59" West a distance of 640.00 feet to a point;

Thence, South 87°38'01" East a distance of 527.36 feet to a point of curve;

Thence, 46.47 feet along the arc of a curve to the right which has a radius of 485.00 feet on interior angle of 05°29'21" a chord which bears South 88°12'00" East a distance of 46.45 feet to a point;

Thence, 172.31 feet along the arc of a curve to the left which has a radius of 815.50 feet on interior angle of 12°06'23" a chord which bears South 88°12'00" East a distance of 171.99 feet to a point;

Thence, North 85°44'49" East a distance of 33.19 feet to a point;

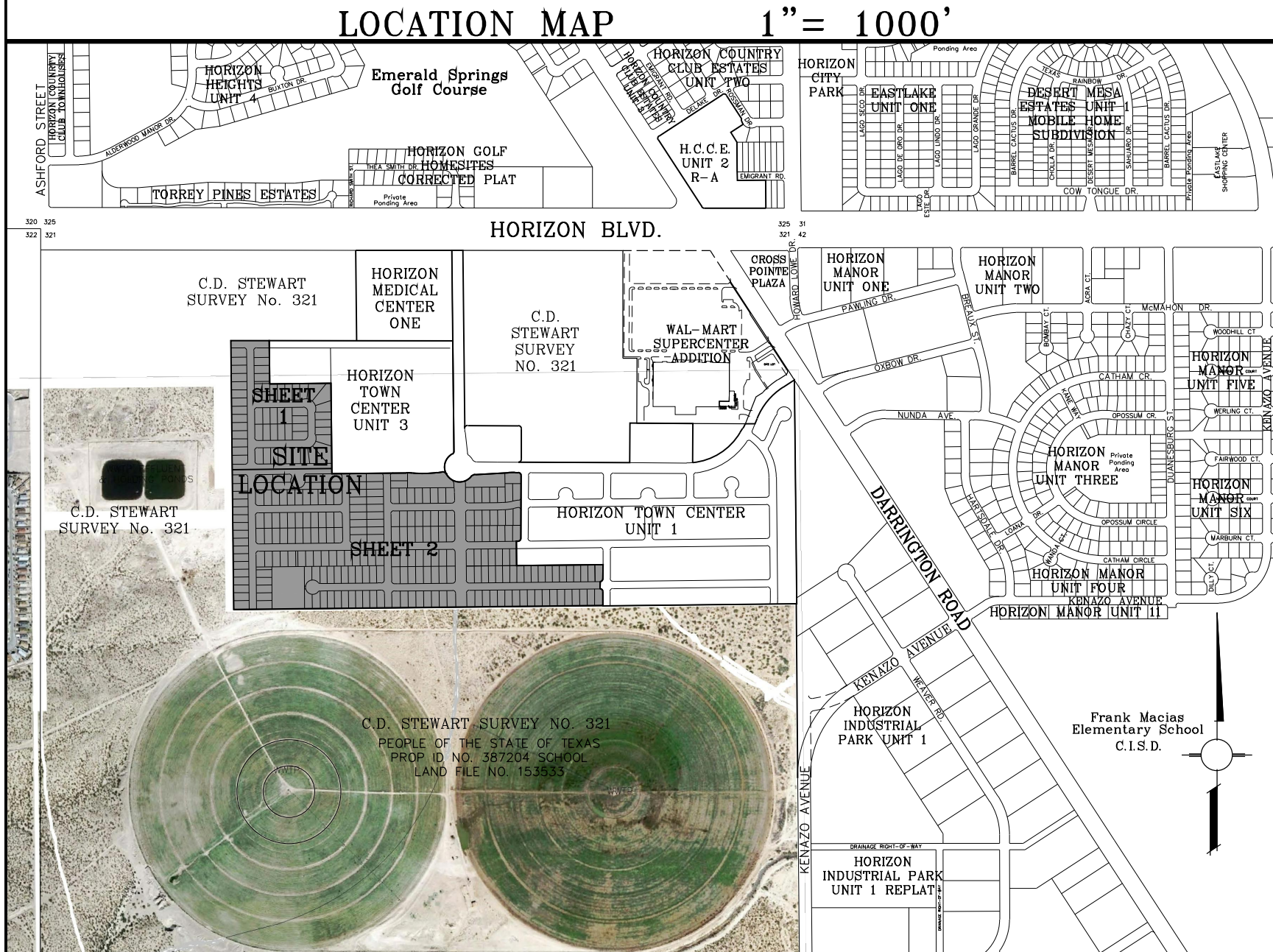
Thence, 41.13 feet along the arc of a curve to the right which has a radius of 35.00 feet on interior angle of 67°20'09" a chord which bears South 60°55'06" East a distance of 38.81 feet to a point;

Thence, 200.25 feet along the arc of a curve to the left which has a radius of 105.00 feet on interior angle of 109°16'25" a chord which bears South 81°35'15" East a distance of 171.26 feet to a point;

Thence, 36.13 feet along the arc of a curve to the right which has a radius of 45.00 feet on interior angle of 48°00'00" a chord which bears North 64°58'29" East a distance of 35.17 feet to the "TRUE POINT OF BEGINNING" and containing 2,619,419.64 Square Feet or 60.13 acres of land more or less.

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	750.00'	45.35'	22.68'	45.34'	S88°27'27"E	327°51"
C2	20.00'	31.42'	20.00'	28.28'	S41°43'32"E	90°00'00"
C3	20.00'	31.10'	19.68'	28.06'	S47°49'09"W	89°05'22"
C4	20.00'	31.10'	19.68'	28.06'	S47°49'09"W	89°05'22"
C5	20.00'	31.73'	20.32'	28.51'	S42°19'51"E	90°54'38"
C6	485.00'	46.47'	23.25'	46.45'	S88°12'00"E	529°21"
C7	815.50'	172.31'	86.48'	171.99'	S88°12'00"E	12°06'23"
C8	35.00'	41.13'	23.31'	38.81'	S60°55'06"E	67°20'09"
C9	105.00'	200.25'	147.95'	171.26'	S81°35'15"E	109°16'25"
C10	45.00'	36.13'	19.10'	35.17'	N64°58'29"E	46°00'00"
C11	20.00'	28.80'	17.55'	26.38'	N44°32'02"E	82°31'06"
C12	376.00'	41.13'	20.59'	41.11'	S82°39'33"E	61°03'31"
C13	324.00'	54.49'	27.31'	54.42'	N84°20'35"E	93°80'17"
C14	324.00'	18.11'	9.06'	18.11'	S89°14'16"E	371°21"
C15	350.00'	78.43'	39.38'	78.26'	N85°05'41"E	123°01'19"

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C16	350.00'	52.38'	26.24'	52.33'	S87°48'47"W	85°31'31"
C17	350.00'	26.04'	13.03'	26.04'	N89°46'03"W	41°04'48"
C18	20.00'	34.82'	23.74'	30.99'	S81°03'03"W	99°45'55"
C19	324.00'	22.53'	11.27'	22.52'	S81°03'03"W	359°02'
C20	376.00'	11.75'	5.88'	11.75'	N82°05'15"E	147°26"
C21	376.00'	54.44'	27.27'	54.39'	N82°05'15"E	81°45'
C22	376.00'	18.06'	9.03'	18.06'	S89°00'43"E	245°08"
C23	20.00'	31.42'	20.00'	28.28'	S42°19'51"E	90°00'00"
C24	20.00'	31.42'	20.00'	28.28'	S42°19'51"E	90°00'00"
C25	20.00'	21.58'	11.98'	20.55'	S31°16'55"W	61°50'08"
C26	105.00'	37.37'	18.88'	37.17'	N54°00'16"E	207°23'27"
C27	105.00'	45.34'	23.03'	44.98'	S39°17'11"E	244°41'17"
C28	47.50'	42.96'	23.07'	41.51'	N34°51'51"E	51°58'37"
C29	55.00'	22.09'	11.05'	22.07'	S10°12'02"E	221°55"
C30	55.00'	7.75'	3.87'	7.74'	S23°17'11"E	04°48'44"
C31	260.00'	24.60'	12.26'	24.49'	N02°10'07"W	52°35'44"
C32	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C33	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C34	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C35	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C36	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C37	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C38	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C39	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C40	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C41	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C42	776.00'	24.87'	12.44'	24.87'	S88°43'04"E	91°50'12"
C43	20.00'	32.06'	20.65'	28.73'	S48°15'56"W	91°50'12"
C44	20.00'	30.69'	19.29'	27.77'	N41°35'51"E	87°58'24"
C45	724.00'	26.24'	13.12'	26.24'	N86°35'51"W	27°04'36"



LOCATION MAP 1" = 1000'

SCHOOL DISTRICT
SOCORRO INDEPENDENT SCHOOL DISTRICT
12300 EASTLAKE DRIVE

TOTAL RESIDENTIAL LOTS
288

LINE	LENGTH	BEARING
L1	23.90	S86°43'32"E
L2	11.42	N87°38'10"W
L3	52.02	S3°58'29"W
L4	33.19	N85°44'49"E
L5	105.00	N22°15'00"E
L6	56.69	N87°38'10"W
L7	46.01	N87°38'10"W
L8	10.13	S87°38'10"E
L9	15.95	S87°38'10"E
L10	10.00	S22°15'00"E
L11	37.00	N22°15'00"E
L12	37.00	N22°15'00"E

CONDE INC.
ENGINEERING / PLANNING
GPS / SURVEYING / CAD
6080 SURETY DR. STE 100
EL PASO, TEXAS 79905
PHONE: (915) 682-0288
FAX: (915) 682-0286 (915) 682-0288

- NOTES:
- TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT NO. _____ DATE _____
 - RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT NO. _____ DATE _____
 - VEHICULAR ACCESS TO THOSE RESIDENTIAL LOTS ABUTTING, TOWN CENTER DR. AND HORIZON CROSSING ST. SHALL BE FROM OTHER DEDICATED STREETS ONLY. THE INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD.
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 - LOT CORNERS WILL BE SET UP ON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
 - "U.S. POSTAL SERVICE DELIVERY WILL BE PROVIDED THROUGH NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS".
 - SET 1/2" REBAR WITH CAP MARKED TX 5152 AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
 - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO. 480212-2508 AND 2376, DATED SEPTEMBER 4, 1991 PROPERTY IS IN FLOOD HAZARD ZONE X.
 - BEARINGS BASED ON THE MONUMENTS FOUND ALONG THE CENTERLINE OF TOWN CENTER DR., RECORDED IN THE PLAT OF HORIZON TOWN CENTER UNIT ONE, FILE NO. 2018057691, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
 - NO ROADS WILL BE MAINTAINED BY THE TOWN UNLESS PAID BY THE SUBDIVIDER OR PROPERTY OWNER AND LEGALLY APPROVED AND ACCEPTED BY THE TOWN. (SECTION 4.8.1.7, SUBDIVISION ORDINANCE #35)
 - PROVIDED CERTIFICATION THAT ALL UTILITIES HAVE APPROVED LOCATIONS OF EASEMENTS AND THAT SERVICE WILL BE PROVIDED TO DEVELOPMENT.
 - ENSURE THAT PLAT COMPLETS WITH TBPLS REQUIREMENTS.
 - WATER, SEWER, ELECTRIC AND GAS UTILITIES WILL BE AVAILABLE.
 - A PORTION OF THE STORM WATER RUNOFF WILL DRAIN INTO HORIZON TOWN CENTER UNIT THREE (POND LOT 28, BLOCK 22).

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C46	20.00'	2.35'	1.18'	2.35'	S88°59'34"W	64°43'31"
C47	20.00'	14.72'	7.71'	14.39'	S64°32'02"W	42°10'31"
C48	50.00'	29.11'	26.80'	47.25'	N71°38'24"E	56°23'14"
C49	50.00'	75.69'	47.23'	68.67'	S36°47'56"E	86°44'06"
C50	50.00'	20.98'	10.65'	20.83'	S18°35'28"W	24°02'43"
C51	50.00'	47.39'	25.64'	45.63'	S57°45'50"W	54°18'00"
C52	50.00'	49.19'	26.79'	47.23'	N66°54'08"W	56°22'04"
C53	20.00'	14.73'	7.72'	14.40'	S59°49'17"E	42°12'22"
C54	20.00'	2.34'	1.17'	2.34'	S84°16'49"E	64°42'42"
C55	776.00'	24.87'	12.44'	24.87'	N86°43'04"W	15°01'12"
C56	20.00'	32.06'	20.65'	28.73'	N48°15'56"W	91°50'12"
C57	750.00'	46.47'	23.25'	46.45'	N88°45'01"W	52°81'17"
C58	20.00'	71.62'	35.84'	71.59'	S84°49'01"E	52°81'17"
C59	724.00'	26.24'	13.12'	26.24'	S86°35'51"W	27°04'36"
C60	20.00'	30.69'	19.29'	27.77'	S41°35'51"E	87°58'24"
C61	20.00'	31.42'	20.00'	28.28'	S42°19'51"E	90°00'00"
C62	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C63	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C64	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C65	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C66	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C67	485.00'	39.01'	19.52'	39.00'	N84°29'04"W	43°36'32"
C68	485.00'	7.45'	3.73'	7.45'	N87°11'45"W	05°24'48"
C69	20.00'	31.42'	20.00'	28.28'	S42°19'51"E	90°00'00"
C70	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C71	20.00'	31.42'	20.00'	28.28'	S42°19'51"E	90°00'00"
C72	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C73	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C74	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C75	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C76	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C77	20.00'	31.42'	20.00'	28.28'	S42°19'51"E	89°59'51"
C78	20.00'	31.42'	20.00'	28.28'	S42°19'51"E	89°59'51"
C79	20.00'	31.42'	20.00'	28.28'	S42°19'51"E	89°59'51"
C80	20.00'	31.42'	20.00'	28.28'	S42°19'51"E	89°59'51"
C81	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C82	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	89°59'51"
C83	20.00'	40.00'	31.15'	33.64'	N30°20'32"W	114°35'16"
C84	50.00'	29.49'	15.09'	29.07'	S10°03'16"W	134°47'41"
C85	50.00'	70.51'	42.55'	64.81'	S47°14'22"E	80°47'35"
C86	50.00'	68.48'	40.83'	63.25'	N53°07'45"E	78°28'11"
C87	50.00'	31.52'	16.30'	31.00'	N49°05'53"W	36°07'05"
C88	20.00'	40.00'	31.15'	33.64'	S35°04'13"W	114°35'16"



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: November 5, 2020
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager *T. Quezada 11/5/2020*
SUBJECT: Public Hearing on Intent to Create TIRZ and introduction of ordinance to create TIRZ

At the June 9, 2020 Council meeting, staff presented a proposed Tax Increment Reinvestment Zone (TIRZ) as a strategy to proceed with activating the 82 acres on the northeast quadrant of the intersection of N. Darrington Road and Horizon Blvd., the Transit Oriented Development as identified on the Town's Comprehensive Plan. Since that time, staff has been following the steps outlined in that presentation to establish a TIRZ.

The Public Hearing scheduled for November 10, 2020 was advertised in the El Paso Times on November 3, 2020 as required by statute. This hearing provides the public an opportunity "to speak for or against the creation of the zone, its boundaries or the concept of tax increment financing in general."

At the close of the public hearing, Council will consider the introduction of the ordinance that establishes Horizon City's TIRZ No. 1. The public hearing for the ordinance adopting the TIRZ will be scheduled for December 8, 2020.

As required by state statute, the Town has estimated the program of work for the various candidate projects to be funded with the incremental tax revenues generated by the proposed TIRZ and has conducted a financial feasibility study. This information is presented in the preliminary financing plan which is attached to the draft ordinance.

Staff will provide a presentation as part of the public hearing to review TIRZ concepts, the applicability of TIRZ to the proposed zone, and the preliminary program of work and financial analysis.

As part of the public outreach for the TIRZ, staff presented the proposed TIRZ to the Horizon Regional Municipal Utility District (HRMUD) Board on October 22, 2020 at their regular Board meeting. The Board unanimously committed to supporting the projects in the TIRZ and the Town's efforts to create the TIRZ. Staff has also met with County of El Paso Management. Once the preliminary financing plan is finalized, we will share the documents with both the HRMUD Board and El Paso County officials and staff.

A copy of the Notice of Public Hearing and Ordinance are attached for Council's use.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, TEXAS DESIGNATING A GEOGRAPHIC AREA WITHIN THE CITY AS A REINVESTMENT ZONE PURSUANT TO THE CHAPTER 311 OF THE TEXAS TAX CODE TO BE KNOWN AS REINVESTMENT ZONE NUMBER ONE TOWN OF HORIZON CITY; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Horizon City, Texas (“City”) pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act;

WHEREAS, the Act provides that the governing body of the municipality by ordinance may designate a geographic area that is in the corporate limits of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future;

WHEREAS, the City Council desires to promote the development of a certain geographic area in the City, which is more specifically described in **Exhibits “A” and “B”** of this Ordinance (the “Zone”), through the creation of the new reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified in Chapter 311 of the Texas Tax Code; and

WHEREAS, pursuant to and required by the Act, the City has prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number One, Town of Horizon City*, attached as **Exhibit “C”** (the “Preliminary Project and Finance Plan”) for the proposed tax increment reinvestment zone containing the real property within the Zone;

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in a newspaper having general circulation in the City on November 3, 2020, which date is before the seventh (7th) day before the public hearing held on November 10, 2020, attached **Exhibit “D”**;

WHEREAS, at the public hearing on November 10, 2020, interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of the property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act;

WHEREAS, evidence was received and presented at the public hearing on November 10, 2020, and in favor of the creation if the Zone;

WHEREAS, after all the comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on November 10, 2020;

WHEREAS, the City has taken all actions required to create the Zone including but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act, and all other laws applicable to the creation of the Zone;

WHEREAS, the percentage of the property in the proposed zone, excluding property that is publicly owned, that is currently used for residential purposes is less than thirty (30) percent; and

WHEREAS, the preliminary project and finance plan has been prepared for the proposed reinvestment zone.

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

SECTION 1. RECITALS INCORPORATED

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. FINDINGS

That the City Council, after conducting the above described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings:

- (a) That the public hearing on creation of the proposed reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law;
- (b) That the creation of the proposed reinvestment zone with boundaries as described and depicted in **Exhibits "A" and "B"** will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone;

- (c) That the proposed reinvestment zone, as defined in **Exhibits “A”** and **“B”**, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:
1. It is located completely within City limits and the improvements in the proposed zone will be of general benefit to the City;
 2. The development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonably foreseeable future.
 3. The proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because:
 - a. It substantially arrests or impairs the sound growth of the City, retards the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use because of the presence of faulty lot layout in relation to size, adequacy, accessibility or usefulness;
 - b. It is predominantly open and, because of obsolete platting, deterioration of the structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City.
 4. The proposed zone does not violate the restrictions of the Section 311.006 of the Texas Tax Code because:
 - a. (30) percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes;
 - b. The total appraised value of all taxable real property on the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed fifty (50) percent of the current total appraised value of all taxable real property in the City and in the industrial districts created by the City or County;

SECTION 3. DESIGNATION AND NAME OF THE ZONE.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City council hereby designates the area described and depicted in **Exhibits “A”** and **“B”** hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is *Reinvestment Zone Number One Town of Horizon City, Texas* (the “Zone”).

SECTION 4. BOARD OF DIRECTORS.

That a board of directors for the Zone (“Board”) is hereby created. The Board shall consist of (8) members comprised of Town of Horizon City Council members from Places 1 through 7 and the Mayor. The Mayor shall serve as chair of the Board and the Board may elect a vice chairman and such other officers as the Board sees fit. Additionally, each taxing unit that levies taxes within the Zone and chooses to contribute all or part of the tax increment produced by the unit into the tax increment fund may appoint one member of the Board. A contributing taxing entity may waive its right to appoint a director. The number of directors on the Board shall be increased by one for each taxing unit that appoints a director to the Board; provided, that the maximum number of directors shall not exceed fifteen (15). All appointments to the Board must be made in accordance of Section 311.009 of the Act. The powers and duties of the board of directors are set forth in Section 311.010 of the Act.

SECTION 5. DURATION OF THE ZONE.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2050; or (ii) at an earlier time designated by subsequent ordinance; or (iii) at such time, subsequent and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with section 311.017 of the Act.

SECTION 6. TAX INCREMENT BASE AND TAX INCREMENT.

The tax increment fund for the Zone (the “TIF Fund”) is hereby established. The TIF Fund may be divided into additional accounts and sub-accounts authorized by resolution or ordinance of the City Council. The TIF fund shall consist of:

- (i) the percentage of the tax increment, as defined by Section 311.012(a), Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the TIF Fund under agreement with the City authorized by Section 311.013(f), Texas Tax Code; plus
- (ii) 100% percent of the City’s portion of the tax increment, as defined by section 311.013(f), Texas Tax Code, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment. The TIF Fund shall be maintained in an account at the depository bank of the City and shall be secured in the manner prescribed by law for Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues

dedicated to and used in the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b), Texas Tax Code.

SECTION 7. TAX INCREMENT FUND.

There is hereby created and established a “Tax Increment Fund” for the Zone in the depository bank of the City called, “**Reinvestment Zone Number One Town of Horizon City, Texas, Tax Increment Fund** (the “TIF Fund”). Money in the TIF Fund, from whatever source, may be disbursed, invested and paid as permitted by the Act or by any agreements entered in accordance with the Act, or as otherwise authorized by applicable law.

SECTION 8. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 9. OPEN MEETINGS

It is hereby found, determined and declared that sufficient written notice of the date, hours, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting as required by Chapter 551 of the Texas Government code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City council further ratifies, approves and confirms such written notice and the contents of posting thereof.

SECTION 10 EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

PASSED AND ADOPTED on this _____ day of December 2020.

TOWN OF HORIZON CITY

By: _____
Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth
Special Project Attorney

**EXHIBIT "A" - TIRZ NUMBER
BOUNDARY DESCRIPTION
PID NUMBERS**

Geographic ID	Property ID	Owner Name	Street #	Street Name
H79100100200020	221233	UNITED STATES OF AMERICA (TR)		OXBOW
H7910010010001A	348273	LOWE RICHARD M.	14011	PAWLING
C95500000100300	583526	HORIZON / DARRINGTON LLC	150	DARRINGTON
H7910010010001B	354566	KIWANIS CLUB OF HORIZON CITY EL PASO COMMUNITY SERVICE	1539	PAWLING
H7910010010001D	338386	DIVERSIFIED RECYCLING SERVICE INC	14032	HORIZON
H7910010010001G	73613	MAST PARTNERS LP	14026	HORIZON
H7910010010001F	361689	MULLEN DOCHOM		PAWLING
C95500000100200	583525	HORIZON/DARRINGTON LLC	13998	HORIZON
H78100202100120	337423	BELTRAN & EDGE LTD	13809	HORIZON
H78100202100130	132067	BELTRAN & EDGE LTD		DARRINGTON
H78100202100040	177345	BELTRAN REV TRUST & EDGE LTD		HORIZON
H78100202100050	406137	BELTRAN REV TRUST & EDGE LTD		HORIZON
H78100202100060	309662	BELTRAN REV TRUST & EDGE LTD		HORIZON
H78100202100070	215964	BELTRAN REV TRUST & EDGE LLC		HORIZON
H78100202100110	104090	BELTRAN & EDGE LTD		HORIZON
H78100202100080	15525	BELTRAN REV TRUST & EDGE LLC		HORIZON
H78100202100090	159554	BELTRAN REV TRUST & EDGE LLC		HORIZON
H78100202100100	198887	BELTRAN & EDGE LTD		HORIZON
H78100202100140	413018	BELTRAN & EDGE LTD		DARRINGTON
X32500000000675	395346	TOWN OF HORIZON CITY	15000	DARRINGTON
H78100202100150	52688	BELTRAN & EDGE LTD		DARRINGTON
H78100202100170	139383	BELTRAN & EDGE LTD		DARRINGTON
H78100202100180	160518	BELTRAN & EDGE LTD		DARRINGTON
H78100202100190	228880	BELTRAN & EDGE LTD		DARRINGTON
H78100202000090	379662	BELTRAN & EDGE LTD		EMIGRANT
H78100202100200	162601	BELTRAN REV TRUST & EDGE LLC		DARRINGTON
H78100202000100	389791	BELTRAN & EDGE LTD		EMIGRANT
H78100202100210	96398	BELTRAN REV TRUST & EDGE LLC		DARRINGTON
H78100202000010	359080	MELINE ARLENE & JANIS C		EMIGRANT
H78100202000020	64806	COLLINS GREGORY W		EMIGRANT
H78100202000030	256723	MIKULA JOHN E		
H78100202000040	79719	DEAN WARD		EMIGRANT
H78100202000050	375481	COLLINS GREGORY W		EMIGRANT
H78100202000060	162158	QUINONEZ NATALIE & JACQUELINE J		EMIGRANT
H78100202000070	357910	HORIZON GROWTH PROPERTIES LLC		EMIGRANT
H78100202000080	134072	HORIZON GROWTH PROPERTIES LLC		EMIGRANT
H78100202000110	413699	BELTRAN & EDGE LTD		EMIGRANT
H78100202100220	124995	BELTRAN REV TRUST & EDGE LLC		
H78100202000120	121593	BELTRAN & EDGE LTD		EMIGRANT
H78100202100230	277718	BELTRAN REV TRUST & EDGE LLC		DARRINGTON

Geographic ID	Property ID	Owner Name	Street #	Street Name
H78100202000130	242362	BELTRAN & EDGE LTD		EMIGRANT
H78100202100240	251107	BELTRAN REV TRUST & EDGE LLC		DARRINGTON
H78100202000250	70226	ESQUEDA SANDRA		ROSSMAN
H78100202000240	299066	ESQUEDA SANDRA		ROSSMAN
H78100202000140	103408	BELTRAN & EDGE LTD		EMIGRANT
H78100202100250	31931	BELTRAN REV TRUST & EDGE LLC		
H78100202000230	281691	ESQUEDA SANDRA		ROSSMAN
H78100202000150	229669	BELTRAN & EDGE LTD		EMIGRANT
H78100202000160	97679	BELTRAN & EDGE LTD		EMIGRANT
H78100202000170	336829	BELTRAN & EDGE LTD		EMIGRANT
H78100202000180	79806	BELTRAN & EDGE LTD		EMIGRANT
H78100202000210	211704	BELTRAN & EDGE LTD		ROSSMAN
H78100201800010	38989	SARINANA MARIO & DORA E		ROSSMAN
H78100201800020	111588	SARINANA MARIO & DORA E		ROSSMAN
H78100201800030	223356	SARINANA MARIO & DORA E		
H78100202000190	117688	BELTRAN & EDGE LTD		
H78100302200020	69714	SANDERA ROBERT E & SHARON (REV TR		DARRINGTON
H78100302200030	181363	BELTRAN & EDGE LTD		DARRINGTON
H78100302200040	44383	BELTRAN & EDGE LTD		DARRINGTON
H78100201900010	60535	CASEY MAE INVESTMENTS LLC		EMIGRANT
H78100302200050	396656	BELTRAN & EDGE LTD		DARRINGTON
H78100201800060	322235	COLLINS GREGORY W		
H78100201800040	203320	SOTO NANCY		DELAKE
H78100302200060	179604	BELTRAN & EDGE LTD		DARRINGTON
H78100201900020	101351	CASEY MAE INVESTMENTS LLC		
H78100302200070	218560	BELTRAN & EDGE LTD		
H78100201900090	154037	CASEY MAE INVESTMENTS LLC		FALLON
H78100201700060	221267	ESQUEDA SANDRA		FALLON
H78100302200080	99380	BELTRAN & EDGE LTD		DARRINGTON
H78100201900030	254374	CASEY MAE INVESTMENTS LLC		EMIGRANT
X32500000000700	175803	TOWN OF HORIZON CITY		
H78100201700010	84826	CUESTA DEL SOL INC		DELAKE
H78100201700020	231987	ESQUEDA SANDRA		DELAKE
H78100201700030	29162	ESQUEDA SANDRA		DELAKE
H78100201700050	146805	VELASQUEZ JORGE A & AREVALO MERCEDES L		DELAKE
H78100201700040	384863	HORIZON GROWTH PROPERTIES LLC		DELAKE
H78100302200100	339797	BELTRAN & EDGE LTD		DARRINGTON
H78100201900080	140998	CASEY MAE INVESTMENTS LLC		
H78100201700070	215227	ESQUEDA SANDRA		FALLON
H78100201900040	401604	CASEY MAE INVESTMENTS LLC		EMIGRANT
H78100201900070	360951	CASEY MAE INVESTMENTS LLC		FALLON

Geographic ID	Property ID	Owner Name	Street #	Street Name
H78100201700170	71735	VARGAS MARIA		CROSS RIVER
H78100201700080	207785	ESQUEDA SANDRA		FALLON
H78100201700160	25006	MASUCCI THOMAS M		CROSS RIVER
H78100201700150	403938	THE MASSUCCI/HOLLAND 2009 REV TRUST		CROSS RIVER
H78100201700140	52395	UNES NATALIE A		CROSS RIVER
H78100100100010	314689	HORIZON PINES CAPITAL LP		
H78100201900050	170933	CASEY MAE INVESTMENTS LLC		EMIGRANT
H78100201700130	240438	UNES NATALIE A		
H78100201700090	16591	ESQUEDA SANDRA		
H78100100100020	198400	HORIZON PINES CAPITAL LP		
H78100100100110	309201	HORIZON PINES CAPITAL LP		
H78100100200010	219037	NERI DANTE		EMIGRANT
H78100100100030	96478	HORIZON PINES CAPITAL LP		
H78100201600010	13488	STRUVE ERIK S & 1		CROSS RIVER
H78100201700100	175438	ESQUEDA SANDRA		FALLON
H78100201600020	343695	REVOCABLE TRUST OF BARBARA L BALLINGER		CROSS RIVER
H78100201600030	159315	CUESTA DEL SOL INC		CROSS RIVER
H78100201600040	332495	CUESTA DEL SOL INC		
H78100201600050	120432	ANDERMAN FAMILY TRUST		CROSS RIVER
H78100100100100	168557	HORIZON PINES CAPITAL LP		
H78100100200020	260038	HORIZON PINES CAPITAL LP		EMIGRANT
H78100100100040	173480	HORIZON PINES CAPITAL LP		
H78100100200110	333587	HORIZON GROWTH PROPERTIES LLC		
H78100100100090	227569	HORIZON PINES CAPITAL LP		
H78100201600100	74597	CUESTA DEL SOL INC		DILLEY
H78100201600090	98789	TIERRA INVESTMENT PROPERTIES INC		
H78100201600060	118947	CUESTA DEL SOL INC		DILLEY
H78100201600080	20606	CUESTA DEL SOL INC		DILLEY
H78100201600070	225603	CUESTA DEL SOL INC		
H78100100200030	59233	HORIZON PINES CAPITAL LP		
H78100100100050	44308	HORIZON PINES CAPITAL LP		
H78100100300120	331610	CUESTA DEL SOL INC		
H78100100200100	98352	NERI DANTE		
H78100100100080	331754	HORIZON PINES CAPITAL LP		
H78100100300020	205881	BRAY WILLIAM J III		FALLON
H78100100200040	246814	CERUTI ALFREDO M		EMIGRANT
H78100100100060	62293	HORIZON PINES CAPITAL LP		
H78100100300110	361206	ROGAN JACK		
H78100100100070	119622	HORIZON PINES CAPITAL LP		
H78100100200090	366209	NERI DANTE		
H78100101100260	333874	RAMBAUD EUGENE F		

Geographic ID	Property ID	Owner Name	Street #	Street Name
H78100100300030	344733	RODRIGUEZ CAROL J & BEJARANO ADRIANA I		FALLON
H78100101100010	354972	AGUILAR HECTOR		OROVILLE
H78100100200050	269415	CERUTI ALFREDO M		
H78100101500070	18362	HORIZON GROWTH PROPERTIES LLC		DILLEY
H78100101500050	202730	HORIZON PINES CAPITAL LP		DILLEY
H78100101500060	369840	COLLINS GREGORY W		DILLEY
H78100100300100	200049	CUESTA DEL SOL INC		
H78100100200080	299170	NERI DANTE		
H78100100300040	378798	CUESTA DEL SOL INC		FALLON
H78100101100250	399121	DUARTE BRISelda		
H78100100200060	356921	CERUTI ALFREDO M		
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H78100101100020	146490	KASHI PROPERTIES LLC		
H78100101500010	215812	HORIZON GROWTH PROPERTIES LLC		LAKEVILLE
H78100100400190	47521	CONTRERAS ALEJANDRO & ANA E		BENTON
H78100100200070	238717	HORIZON GROWTH PROPERTIES LLC		
H78100100300090	117198	CUESTA DEL SOL INC		
H78100101500020	374367	INVESTOR LAND SERVICES LLC		
H78100101500040	337749	INVESTOR LAND SERVICES LLC		
H78100100300050	75274	CUESTA DEL SOL INC		
H78100101500030	314803	INVESTOR LAND SERVICES LLC		
H78100100400180	300409	GONZALEZ LORENZO C & MIREYA P		BENTON
H78100101100240	376648	CUESTA DEL SOL		
H78100101100030	35608	SIGLOW NORMAN H JR		OROVILLE
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H78100101100040	21071	WISMAR INVESTMENT CO		
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H78100101400130	154655	ROBERTSON LETA		
H78100100300070	177512	VILLANUEVA MARCELINO C & 4		
H78100100400040	178238	UNKNOWN OWNER		GEARHART
H78100101400120	224805	HORIZON GROWTH PROPERTIES LLC		
H78100100400140	394639	WRLD ENTERPRISES LTD		BENTON
H78100101400080	30047	HUTCHINSON WILLIAM E		
H78100101400110	101409	HORIZON GROWTH PROPERTIES LLC		
H78100101400090	73370	HOMESTEAD EQUITY LLC		

Geographic ID	Property ID	Owner Name	Street #	Street Name
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H78100101100050	84105	VILLANUEVA MARCELINO C & 4		OROVILLE
H78100100400130	81500	HORIZON GROWTH PROPERTIES LLC		
H78100101400010	385585	RODRIGUEZ ELENA & ISABEL		BENTON
H78100100400060	208159	MARTINEZ ENRIQUE A		GEARHART
H78100100500190	44382	COLLINS GREGORY W		
H78100100400120	194897	HORIZON GROWTH PROPERTIES LLC		BENTON
H78100101400020	389917	COHAN RICHARD M & DELIA D		BENTON
H78100100400070	289780	HORIZON GROWTH PROPERTIES LLC		GEARHART
H78100100500180	85462	FARLAND A G		
H78100101100210	114274	CUESTA DEL SOL INC		
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H78100101400030	51464	SMITH ALTON & MARJORIE H		BENTON
H78100100500010	143913	ALVAREZ BERTHA		DARRINGTON
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H78100101400040	385101	SMITH ALTON & MARJORIE H		
H78100101400070	313833	HORIZON GROWTH PROPERTIES LLC		BENTON
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H78100101400050	236658	PETERS CURTIS C		BENTON
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H78100100400090	140041	HORIZON GROWTH PROPERTIES LLC		GEARHART
H78100100500160	230783	RASCON OSCAR D		GEARHART
H78100101100200	253524	BRIONES GUILLERMINA		
H78100101100070	275136	NERI GABRIELLA		
H78100100500030	298646	SANCHEZ PETER & SARA		HIGHWEED
H78100101300160	383980	HORIZON GROWTH PROPERTIES LLC		
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H78100100600010	12312	BRAY WILLIAM J III		DARRINGTON
H78100101100190	288463	BRIONES ESPERANZA & 3		
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Geographic ID	Property ID	Owner Name	Street #	Street Name
H78100100500130	11225	CUESTA DEL SOL INC		
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H78100101300130	144797	HORIZON GROWTH PROPERTIES LLC		BENTON
H78100101300120	265779	DOWD GEORGE E & RUBY F		
H78100101300110	239225	DOWD GEORGE E & RUBY F		BENTON
H78100100500060	365964	FARLAND A G		
H78100100600170	234817	HORIZON GROWTH PROPERTIES LLC		
H78100100500120	283376	CUESTA DEL SOL INC		
H78100100600020	129994	ERNST JAMES & JANE		DARRINGTON
H78100101300020	398835	COLLINS GREGORY W		GEARHART
H78100100500070	60604	DANIELS CHERYL		HIGHWEED
H78100101100180	283291	ESQUEDA SANDRA L		
H78100101100090	259216	NERI GABRIELLA		
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H78100100600030	96884	ERNST JAMES & JANE		
H78100100700010	177804	SITGRAVES DARCY D		ETHERIDGE
H78100101300050	400193	CUESTA DEL SOL INC		
H78100101300090	232744	BODKER WELBORNE C & MILDRED		
H78100101300060	327971	CITY OF EL PASO		GEARHART
H78100101300080	267849	HORIZON GROWTH PROPERTIES LLC		
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H78100101100100	101542	NERI GABRIELLA		
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H78100100700110	147302	BALL JAMES A		FERNHILL
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H78100101100110	39132	NERI GABRIELLA		
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Geographic ID	Property ID	Owner Name	Street #	Street Name
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H78100101200010	330973	ESTRADA JOSE		HIGHWEED
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H78100101200170	339035	GONZALEZ LORENZO C & MIREYA P		
H78100100600130	122367	HORIZON GROWTH PROPERTIES LLC		
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H78100101200120	31080	ARTEAGA VENERANDA		
H78100101200150	174704	MYRICK AUTUMN		
H78100101200140	370811	CUESTA DEL SOL INC		
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H78100100800070	321491	HALL MARY J		
H78100101100150	23490	SPADINI ELDA		RODMAN
H78100101100120	133739	NERI GABRIELLA		
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H78100101200030	249936	CALLUENG ALBERT		
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H78100100600120	72303	HORIZON GROWTH PROPERTIES LLC		
H78100101200040	116774	CARDONA CESAR		
H78100100800060	352610	ARNOLD MARGARET A & 2		
H78100101200050	408133	MAY WILLIE E & MABLE L		
H78100100800030	324473	CUESTA DEL SOL INC		
H78100100600070	301094	FARLAND A G		
H78100101200060	370875	YOUNG KIN-CHING		HIGHWEED
H78100100700080	10919	NERI GABRIELLA		FERNHILL
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H78100101000040	34483	HORIZON GROWTH PROPERTIES LLC		CROSS RIVER
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H78100101200090	266191	CRUZ ROLANDO		
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H78100100600110	253976	HORIZON GROWTH PROPERTIES LLC		
H78100100600080	68454	LOPEZ JOEL J		DARRINGTON
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H78100100800050	182723	BEJARANO JAIME		

Geographic ID	Property ID	Owner Name	Street #	Street Name
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H78100101000180	372929	BONILLA VELIA V		
H78100101000170	35938	HERRERA RENE		
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H78100100900100	215846	TAYLOR HOWARD V		
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H78100100900050	157650	ORDONEZ MARTHA		
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H78100100900030	357931	DANIELS CHERYL		KINGSTON
H78100100900020	316097	BEJARANO JAIME		KINGSTON
H78100100900010	191763	LOWE DERRICK K		DARRINGTON
H79100100200015	122178	OGLETREE WENDELL	170	DARRINGTON
H79100100200010	221026	BEJARANO JAIME P	160	DARRINGTON
H79100100200030	372358	HARDEN DOYLE B	1538	PAWLING
H7910010010001C	359603	ALUSA (TX) LTD PARTNERSHIP	14034	HORIZON
H7910010010001E	135312	MORALES LUZ A	14000	HORIZON

Geographic ID	Property ID	Owner Name	Street #	Street Name
C95500000100100	584146	MC DONALD'S REAL ESTATE CO	13990	HORIZON
X32100000000150	599152	PEOPLE OF THE STATE OF TEXAS		
H78100202100010	19612	ZAMORA OSVALDO & GARCIA LOURDES	13899	HORIZON
H78100202100160	394180	BELTRAN & EDGE LTD		DARRINGTON
H78100202000260	302879	RYAN GLORIA		ROSSMAN
H78100202100260	243276	BELTRAN REV TRUST & EDGE LLC		DARRINGTON
H78100202000220	158707	BELTRAN & EDGE LTD		ROSSMAN
H78100302200010	53743	SANDERA ROBERT E & SHARON (REV TR		DARRINGTON
H78100202000200	262328	BELTRAN & EDGE LTD		ROSSMAN
H78100201800070	378610	SARINANA MARIO & DORA E		DELAKE
H78100201800050	91357	YOUNG KIN-CHING & 1		DELAKE
H78100201900100	383120	CASEY MAE INVESTMENTS LLC		FALLON
H78100302200110	190442	ALMERAZ SAUL L & CYNTHIA A		DARRINGTON
H78100201700180	288746	JOHNSON DAVID M		CROSS RIVER
H78100100100120	128604	HORIZON PINES CAPITAL LP		
H78100201900060	332727	CASEY MAE INVESTMENTS LLC		FALLON
H78100201700120	57192	ESQUEDA SANDRA		CROSS RIVER
H78100100200120	253353	HORIZON GROWTH PROPERTIES LLC		
H78100201700110	151115	ESQUEDA SANDRA		
H78100201600110	47099	CUESTA DEL SOL INC		
H78100100300010	120676	CUESTA DEL SOL INC		FALLON
H76500000100200	671219	KIDSMAR LLC	14999	DARRINGTON

EXHIBIT “B” - TRZ BOUNDARY MAP

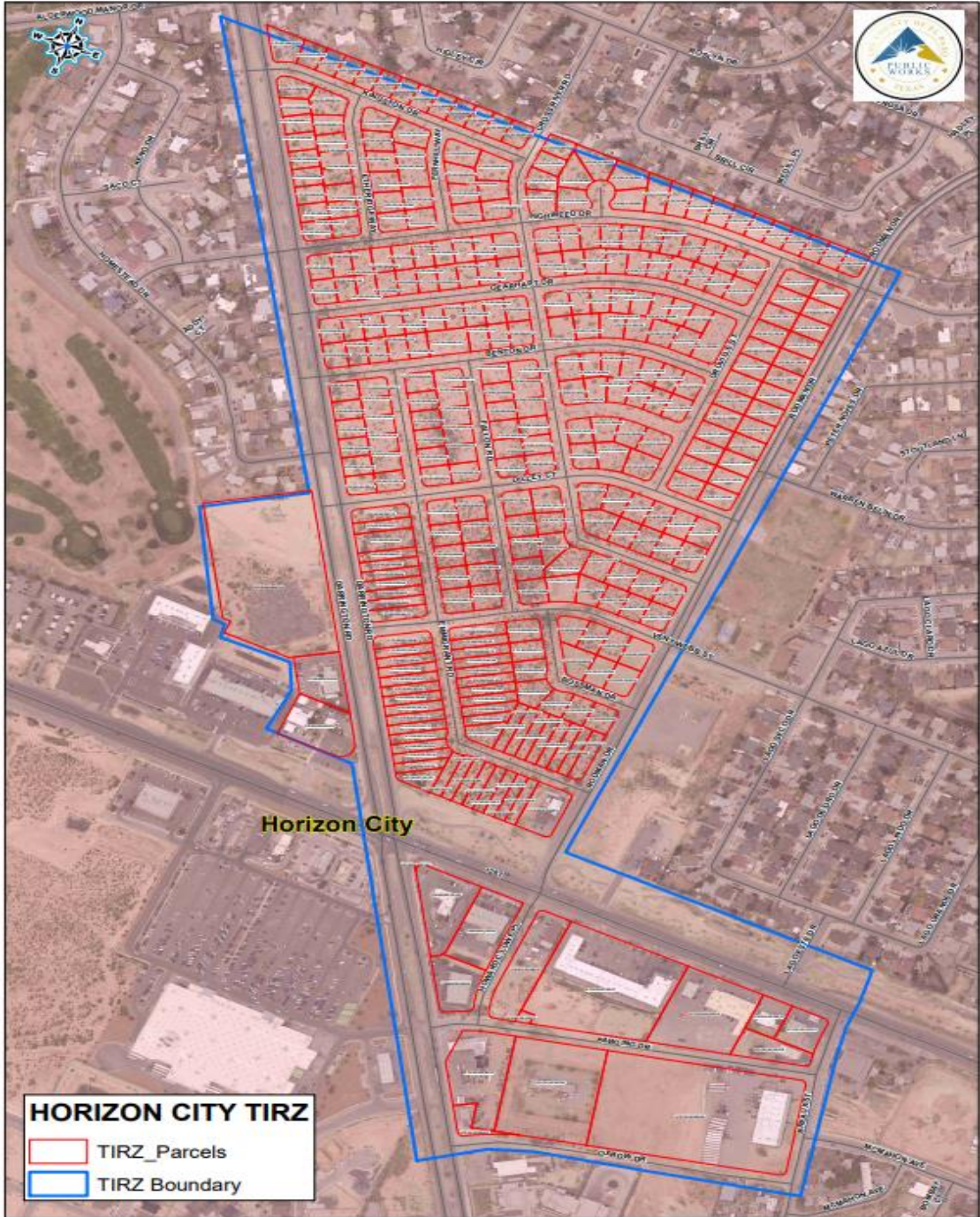


EXHIBIT “C”
PRELIMINARY TIRZ PROJECT AND FINANCING PLAN

**TOWN OF HORIZON CITY
TRANSIT ORIENTED DEVELOPMENT/TOWN CENTER
TAX INCREMENT REINVESTMENT ZONE ONE
PRELIMINARY PROJECT & FINANCING PLAN**

DECEMBER 8, 2020



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Section 1 – Project Plan

Overview

The Town of Horizon City does not have a central district. There are 94.5 developable acres in the geographic center of the city suitable for a central district, but they have remained undeveloped because of dispersed land ownership.

In 2019, the Town of Horizon City hired Pegasus Planning and Development to analyze the fiscal impacts of constructing a Transit Oriented Development (TOD)/Town Center. The TOD/Town Center Fiscal Impact Report is attached as Addendum 1.

After reviewing the findings of the Fiscal Impact Report, the City has decided to create a “center” of social and economic activity in Horizon City, thereby establishing a central district promoting mixed use development, to provide settings for active community life, social interaction, and increased economic activity. The intent is to encourage a walkable, multi-modal development conducive to increased transit usage.

In order to create a catalyst for further development the City has committed to relocate City Hall into the proposed TOD/Town Center and to create a Tax Increment Financing and Reinvestment Zone (TIRZ District Number One). The city proposes to construct the following within the boundaries of proposed TIRZ Number One:

- City Hall – Administrative Offices
- Municipal Court
- Transit Plaza with surface parking and pedestrian amenities – Phase 1A
- Transit Plaza and parking garage – Phase 1B
- Open space • Stormwater harvesting facilities
- Drainage Facilities – Underwater Storm System, Ponding areas as necessary
- Street Construction – to include pedestrian amenities for mixed use land use
- Water and Wastewater infrastructure to meet projected demands

Description of Tax Increment and Reinvestment Zone No. 1 (TIRZ 1)

The Town of Horizon City has designated approximately 94.5 developable acres of land located in the center of the City bounded by Horizon Heights Unit 10 subdivision on the northern boundary, Oxbow Drive to the south and Rodman Street and Breaux Street on the east and Darrington Road west.

There are approximately 350 separate parcels in the area proposed to be TIRZ Number One and there is no water or sewer service available to the site. These conditions have impaired the ability to develop the area. It is predominately open and much of the platting is obsolete.

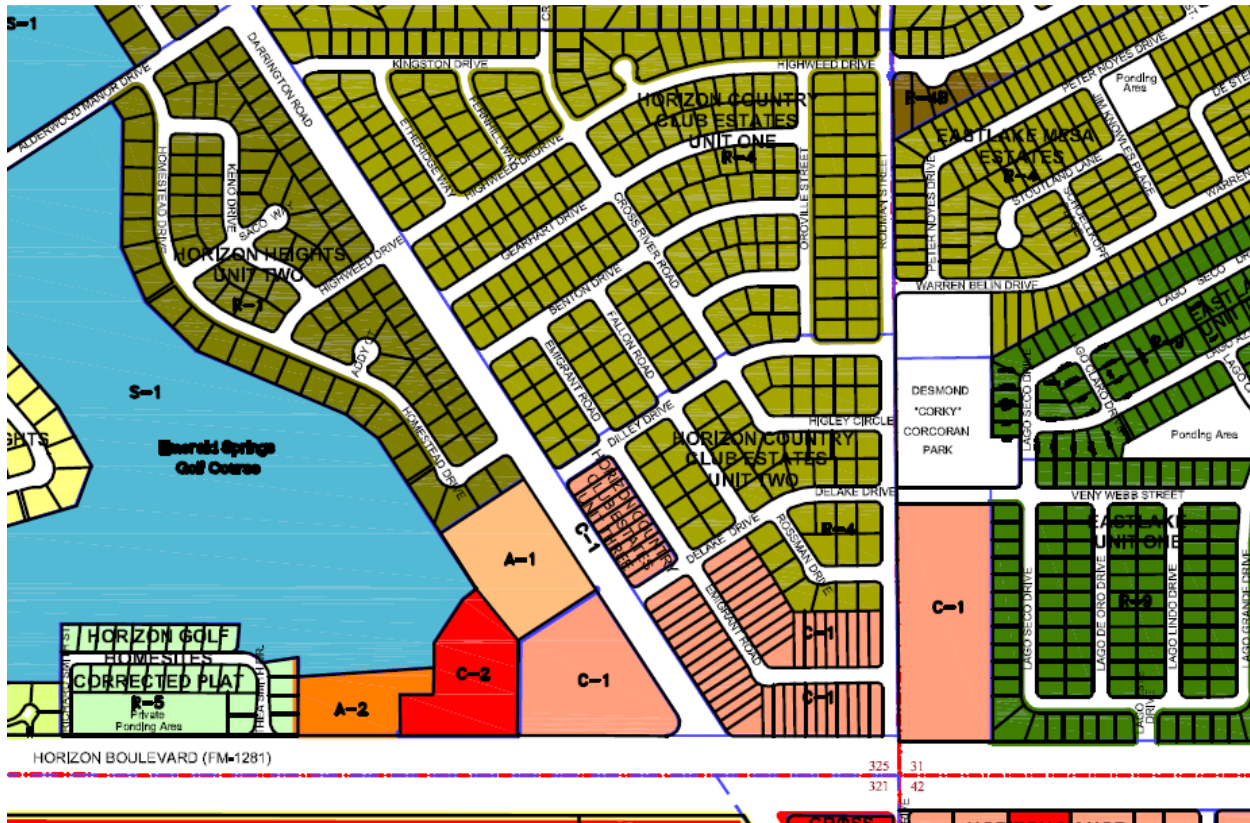
The City Council has determined that development or redevelopment of the proposed TIRZ Number One site is not likely through private development in the foreseeable future without intervention and the creation of the reinvestment zone.

Boundaries of Proposed TIRZ 1



Existing Zoning and Land Use Guidelines

The area is currently zoned for single-family residential development (R-4) with some commercially zoned (C-1) parcels along the Darrington Road and Horizon Boulevard frontages.



Proposed Changes in Master Plans, Zoning Ordinances And Building Codes. The proposed changes are contained in the “Transit Oriented Development Regulating Plan approved by the Town of Horizon City Council in November 2019 and attached to this document as Appendix 3.

Taxing Jurisdictions Applicable to TIRZ 1. The governmental entities with taxing jurisdiction of the proposed area of TIRZ 1 are:

El Paso County

University Medical Center

City of Horizon

ISD – Socorro

ISD - Clint

Horizon Regional MUD

El Paso County Emergency Services District No. 1

Relocation of Displaced Persons. There will be no persons displaced as a result of the creation of TIRZ 1 or the implementation of the Preliminary Project or Finance Plan.

Section 2 - Project Plan Improvements

Definition of Eligible Project Costs.

"Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations.

"Project costs" include:

- (A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of

- public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
- (B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
 - (C) real property assembly costs;
 - (D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
 - (E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
 - (F) relocation costs;
 - (G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
 - (H) interest before and during construction and for one year after completion of construction, whether or not capitalized;
 - (I) the cost of operating the reinvestment zone and project facilities;
 - (J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
 - (K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
 - (L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone. Texas Tax Code Section 311.002

Anticipated Project Plan Improvements

TIRZ Number One will require significant public infrastructure in order to activate development in the zone. It is anticipated the primary emphasis of investments from TIRZ Number One will be streets, water, sanitary sewer, utilities, roadway and street improvements. If the resources are available, additional infrastructure and enhancement projects may be added as future projects and related opportunities present themselves. It is anticipated that there will be a short delay in implementing

projects as the Board secures necessary financing and undertakes design. Once commenced it is expected the infrastructure will be substantially completed within 4- 5 years.

Eligible Project Costs

1. Infrastructure Improvements include water, sanitary sewer and storm water improvements, roadway and street intersection enhancements, public transportation, utilities, sidewalks, etc.
2. Parks & Streetscape Enhancements include landscaping, lighting and public plazas, etc.
3. Non-Project Costs such as consultants, engineers, surveyors, and other costs in connection with the creation of the zone and implementation of the projects will also be eligible.
4. Administration Expenses including reasonable charges for the time spent by City employees will be eligible for reimbursement as project costs. Administration expenses are estimated to be \$25,000.00 per year.

Summary of Project Costs

The estimated cost of TIRZ Number One public infrastructure is \$25,950,000.00. The chart below summarizes the project costs.

Project	Estimated Project Costs
Dilley and Delake Drainage Infrastructure	\$2,700,000
Dilley and Delake Street Infrastructure	\$4,200,000
Dilley and Delake Water and Waste Water Infrastructure	\$1,800,000
Transit Center and Parking Lot	\$3,200,000
Shared Use Path along Darrington Rd.	\$650,000
Municipal Court	\$4,700,000
City Hall	\$8,700,000
TOTAL	\$25,950,000

Section 3 – Financing Plan

Financial Forecast Assumptions

The following factors were used to develop the financial forecast:

- 2020 base value of the proposed zone is \$12,431,005;
- 20 years for build out with a bell curve development schedule with projected development value starting in year 6;
- Annual valuation growth of 2%;

- Financial forecasts used the TOD/Town Center Fiscal Impact Report prepared by Pegasus Planning and Development in November 2019;
- 6% discount rate used to calculate the net present value of the projected revenue stream;
- 100% participation by 3 participating entities, Town of Horizon City, Horizon Regional Municipal Utility District (HRMUD), and the County of El Paso was assumed.

Development Scenarios

Development scenarios assume that the TIRZ #1 Board will develop street, drainage, water and wastewater infrastructure as the first priority to foster private development. This work is expected to take 4 to 5 years to develop. Thus, the development scenario assumes little development for the first 4 to 5 years of the TIRZ. Full development was calculated assuming a bell curve trend after the initial 5 years and taking 15 years for the final buildout. Development is anticipated to occur based on the recommended changes to the zoning which will include primarily commercial development and residential development of no more than 30% of the zone.

TIRZ Revenue Projections and Financial Forecast Summary

Financial and Economic Feasibility

Based upon the proposed project plan and the anticipated tax increment revenue, the plan is economically and financially feasible: TIRZ Number One should generate sufficient revenue to pay for the \$25,950,000 in public infrastructure and administrative costs.

Section 4 – Terms

Project Cost Estimates: All project costs listed in this document are estimates and shall not be considered limitations on allowed project expenditures.

TIRZ Number one has a term of 30 years and is scheduled to expire on December 31, 2050.

Section 5 – Compliance and Reporting

The Board policies will comply with all federal, state, and local laws, rules and regulations. The Board and will submit all reports as may be required by state law.

Section 6 - Conclusions

Based on the financial analysis for the proposed zone and the program of work, TIRZ Number One is financially feasible and is expected to foster development that complies with Horizon City's Comprehensive Plan and vision for the future. Absent public involvement and financing in this area, development is hindered by multiple property owners and significant development costs to install the necessary street, drainage, water and wastewater infrastructure. TIRZ Number One is expected to be the catalyst that allows the TIRZ Board to partner with other jurisdictions and the private sector to continue developing the zone.

APPENDIX 1- TRANSIT ORIENTED DEVELOPMENT
FISCAL IMPACT ANALYSIS

TOD/Town Center Fiscal Impact Report

By Pegasus Planning and Development

November, 2019



TOWN OF HORIZON CITY

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Executive Summary

The Town of Horizon City hired Pegasus Planning and Development to analyze the fiscal impacts of the buildout of the proposed TOD/Town Center. Earlier this year, Pegasus was hired by Horizon City to create a regulating plan for the TOD/Town Center, which involved numerous stakeholder engagements with developers, landowners, neighbors, and policymakers, and city staff. This Fiscal Impact Analysis is based on the zoning categories outlined in the TOD/Town Center Regulating Plan, and considers the impacts on population, employment, property values, and tax revenues under three development scenarios.

The Fiscal Impact Analysis outlines the estimated population growth and fiscal impacts (on property values, property tax revenue, and sales tax revenue) based on three scenarios: low, base, and high. The low and base scenarios assume developers will use entitlements to the greatest extent possible, but also includes an “underbuild” assumption, which incorporates an assumption as to what cannot be built due to site constraints. The base scenario assumes a standard underbuild assumption of 85% for mixed use and 80% for residential, while the low scenario assumes a 20% *greater than usual* underbuild (as compared to the base scenario). The underbuild percentages can be understood as follows: an 80% underbuild means building at 80% of capacity. The high scenario is equivalent to full buildout and also assumes that developers will use full entitlements, but differs, as it does not include an underbuild assumption.

It was found that for the low to high scenarios, ***the population capacity ranges from 4,415 to 5,742 people; the jobs range from 2,063 to 2,633; the property tax revenues range from \$2.08 million to \$2.68 million; and the sales tax revenue ranges from \$2.1 million to \$2.7 million.***

The purpose of this analysis is to provide the Town of Horizon City with the estimated population and fiscal impacts of the development of the TOD/Town Center. The buildout analysis serves to project the impacts that could occur and enables a community to test the reality of its development regulations.

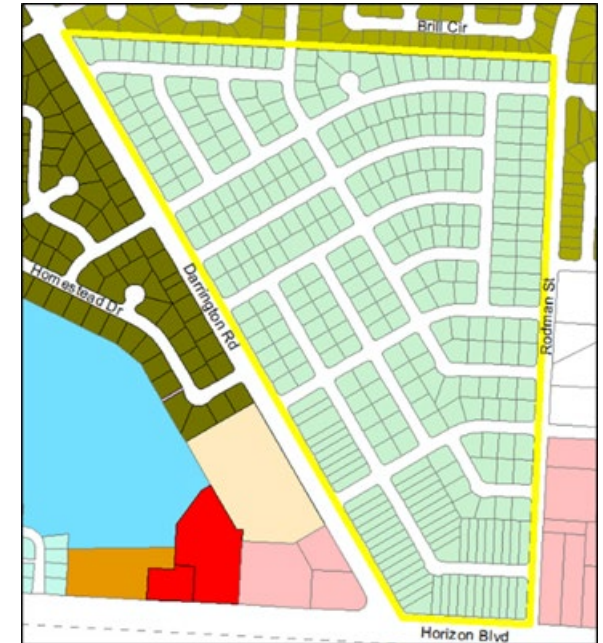


Illustration of TOD/Town Center Applicability, TOD/Town Center Regulating Plan, Pegasus 2019

Introduction

Context

The Town of Horizon City does not have a central district. When the city was created, 87 acres in the middle of the City was intended for this purpose. However, due to dispersed land ownership, these 87 acres of land have remained undeveloped in the heart of Horizon City. These parcels present an opportunity for Horizon City to create a central district, with new businesses and diverse housing options. In addition to the economic potential, the new central district will enhance community identity and provide much needed space for social interaction.

Process

Pegasus was hired by the Town of Horizon City in June 2019 to create a regulating plan for the TOD/Town Center. The Town of Horizon City desires to create a central district and foster transit-oriented development (TOD) in certain areas of the city, but their standing land development code did not allow for, encourage, or support TODs. The process was multifaceted and involved two public engagements (in July and August).

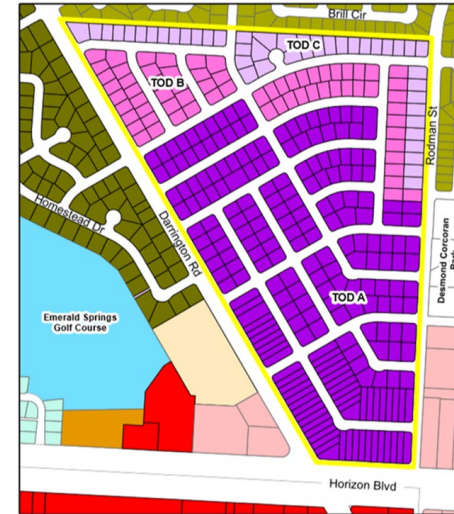
In July, Pegasus held three presentations and focus groups with neighbors, policymakers and city staff, and developers and landowners. These meetings focused on illustrating various TOD/Town Center building typologies and site development standards and culminated in an understanding of each groups' priorities for the TOD/Town Center's vision, goals, and standards. Shortly after these meetings, City Council approved the relocation of the City Hall into the TOD/Town Center.

Introduction (cont'd)

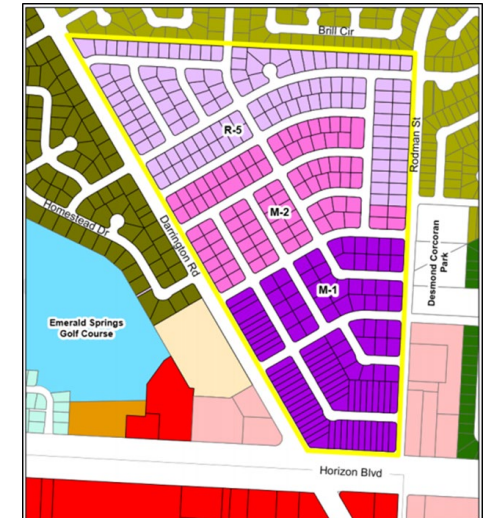
In August, Pegasus presented a draft of the TOD/Town Center regulating plan and a proposed zoning map to City Staff and Council. The first draft of the zoning map was denser and included more M-1 and less R-5. After incorporating comments and feedback from City Staff and Council, Pegasus submitted a second draft of the zoning map which included a larger residential buffer (R-5) to the north, with a more gradual transition of density to the south. Pegasus also incorporated feedback regarding the regulating plan and submitted a final draft of the plan and zoning map to the Town in late August.

In October, the Town hired Pegasus to perform a build-out analysis of the updated FLUM of the TOD/Town Center. This report quantifies the fiscal impacts of development, based on three development scenarios.

To accomplish this Fiscal Impact Analysis, Pegasus input population and employment assumptions for each zoning category (R-5, M-2, M-1), incorporated current sales and property tax rates, and utilized these inputs to determine impacts for the three scenarios: low, base, and high.



TOD/Town Center Zoning Map, Draft One



TOD/Town Center Zoning Map, Final Draft

The three districts in the final zoning map are briefly described as follows:

- M-1: high density mixed use
- M-2: medium density mixed use
- R-5: residential

Model Assumptions

The Fiscal Impact Analysis incorporates a number of assumptions, some which differ per scenario and others which remain the same. This section does not outline all of the assumptions incorporated in the model but serves to explain some of the key assumptions. Two key assumptions which *differ* per scenario are: development intensities (FAR) and underbuilding.

FAR (Floor Area Ratio)

The FAR is the ratio of a building’s total floor area, as compared to the size of the piece of land upon which it is built. FAR assumptions are based on various factors, such as height maximums, setback requirements, and underbuild assumptions (described below). The following chart outlines the FAR assumptions per scenario.

	FAR Per Scenario		
	Low	Base	High
R-5	.64	.74	.84
M-2	.85	1.04	1.46
M-1	1.41	1.62	1.99

FAR per Scenario, Fiscal Impact Report, Pegasus 2019

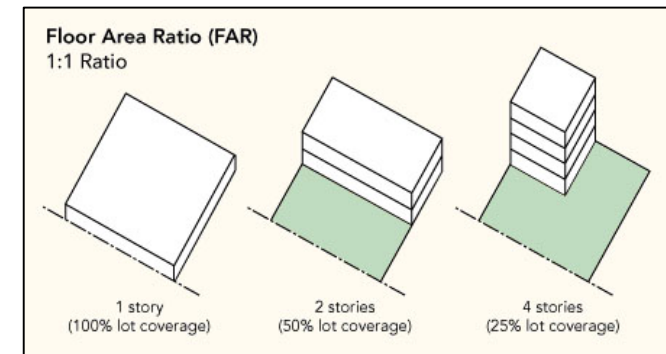


Illustration of 1:1 FAR Ratio

Underbuild

The underbuild assumption incorporates an assumption as to what cannot be built due to site constraints. The low and base scenarios assume developers will use entitlements to the greatest extent possible, but also includes underbuild assumptions. The base scenario assumes a standard underbuild assumption of 85% for mixed use and 80% for residential, while the low scenario assumes a 20% “greater than usual” underbuild (as compared to the base scenario). The underbuild percentages can be understood as follows: an 80% underbuild means building at 80% of capacity. The high scenario is equivalent to full buildout and assumes developers will use full entitlements, with no underbuild assumption.

Model Assumptions Continued

Various key assumptions remain the *same* throughout the scenarios, such as the mix of uses, the acreage breakdown (based on the finalized TOD zoning map), the sales tax and the property tax rates (based on 2019 figures), estimated household sizes, and estimated jobs per acre. This and the subsequent slide detail these assumptions. The chart below highlights the acreage and mix of uses per zoning category, which are consistent throughout the three scenarios.

Zoning Category	Acreage	Residential	Office	Retail
R-5	24.79	100%	0%	0%
M-2	17.55	75%	10%	15%
M-1	22.25	50%	30%	20%

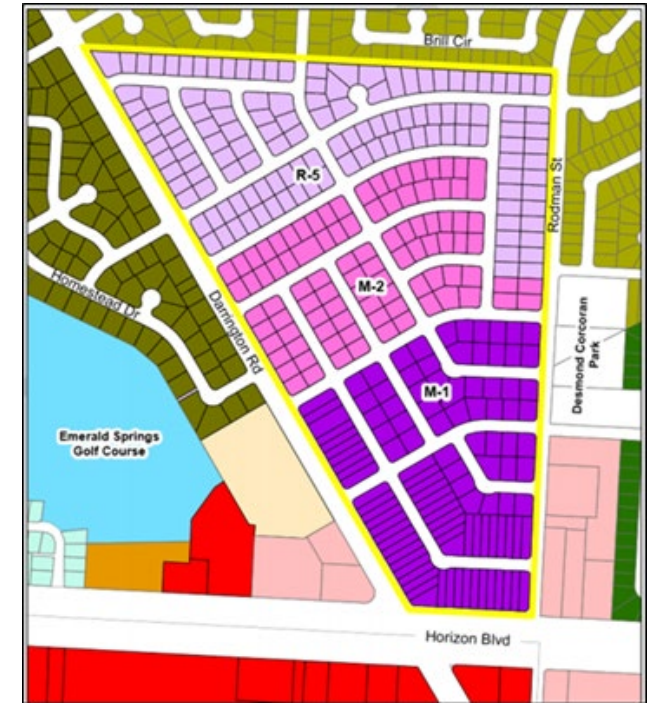
Acreage and Mix of Uses per Zoning Category, Fiscal Impact Report, Pegasus 2019

As highlighted in the chart, the R-5 zone will be 100% residential, providing a buffer for the existing residential to the north of the TOD/Town Center. M-2 will be a mixed-use zone with mostly residential (75%), some light office (10%) and retail (15%). Finally, M-1 will be the denser zoning category, with the highest percentage of office (30%) and retail (20%).

The following tax rates (2019) were used for the sales and property tax calculations:

Sales Tax
2% of \$285 of sales/s.f. of retail space

Property Tax 172
.49 per \$100 valuation



TOD/Town Center Final Zoning Map, TOD/Town Center Regulating Plan

Model Assumptions Continued

In addition to the aforementioned assumptions, the following assumptions on households and jobs also remain consistent throughout the scenarios, with differences being marked by *zoning category*.

Households

Zoning Category	Units/Acre	Average Unit S.F	Average People/Unit
R-5	16	1,400	3
M-2	29	1,000	2
M-1	24	1,000	2

Household Assumptions per Zoning Category, Fiscal Impact Report, Pegasus 2019

**Average household size per most recent ACS data is 3.52. We are assuming a smaller average household size per unit in the TOD/Town Center due to smaller unit sizes than the community average.*

Jobs

Zoning Category	Office Jobs/Acre	Retail Jobs/Acre
M-2	10.4	10.4
M-1	39	17.4

Job Assumptions per Zoning Category, Fiscal Impact Report, Pegasus 2019

Summary of Findings

The chart below provides an overview of the Fiscal Impact Analysis findings by scenario, which will be described in greater detail in the subsequent slides.

TOD/Town Center Population & Fiscal Impact	Population			Fiscal Impact		
	Households	People	Jobs	Property Value	Property Tax Revenue	Sales Tax Revenue
Base Scenario (standard underbuild)	2,180	5,160	2,402	\$ 496,707,122	\$ 2,433,865	\$ 2,469,711
High Scenario (no underbuild)	2,418	5,742	2,633	\$ 547,660,806	\$ 2,683,538	\$ 2,705,321
Low Scenario (underbuild 20% bigger than usual)	1,862	4,415	2,063	\$ 425,537,787	\$ 2,085,135	\$ 2,113,493

Fiscal Impact Analysis Summary of Findings, Fiscal Impact Report, Pegasus 2019

Base Scenario

The base scenario assumes a standard underbuild assumption of 85% for mixed use and 80% for residential. With these assumptions, Horizon City could anticipate approximately 2,180 households with 5,160 people and 2,402 jobs. The estimated property tax revenue would be \$2,433,865, and the estimated sales tax revenue would be \$2,469,711.

High Scenario

The high scenario includes no underbuild assumption. With this scenario, Horizon City could anticipate 2,418 households with approximately 5,742 people and 2,633 jobs. The estimated property tax revenue would be \$2,683,538, and the estimated sales tax revenue would be \$2,705,321.

Low Scenario

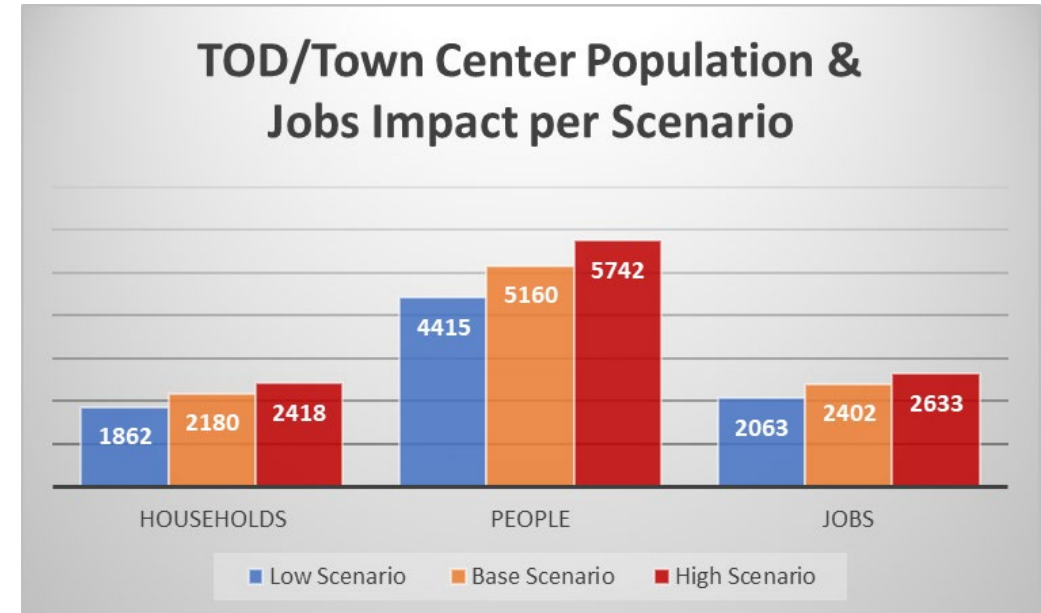
The low scenario assumes a 20% greater than usual underbuild than the base scenario. These assumptions considered, Horizon City could anticipate 1,862 households with approximately 4,415 people and 2,063 jobs. The estimated property tax revenue would be \$2,085,135, and the estimated sales tax revenue would be \$2,113,493.

Population & Jobs

The chart to the right demonstrates the anticipated impacts on population growth and jobs depending on the intensity of development. The population capacity ranges from 4415 to 5742 people and assumes 16 units/acre in R-5, 29 units/acre in M-2, and 24 units/acre in M-1. There are less units per acre in M-1 because this zoning category assumes 50% for residential, as compared to 75% in M-2, and 100% in R-5.

The household capacity ranges from 1862 to 2418 households and assumes an average of 3 people per unit in R-5 and 2 people per unit in M-2 and M-1. While the average household size from the most recent ACS data is 3.52 people, this model assumes a smaller average due to smaller than average unit sizes in the TOD/Town Center.

The capacity for jobs ranges from 2063 to 2633. The model assumes 10.4 office jobs and 10.4 retail jobs per acre in M-2. The mix of uses allows for significantly more jobs in M-1 (50%, versus 25% in M-2). As such, the model assumes 39 office jobs and 17.4 retail jobs per acre in M-1.



Population and Job Impacts per Scenario, Fiscal Impact Report, Pegasus 2019

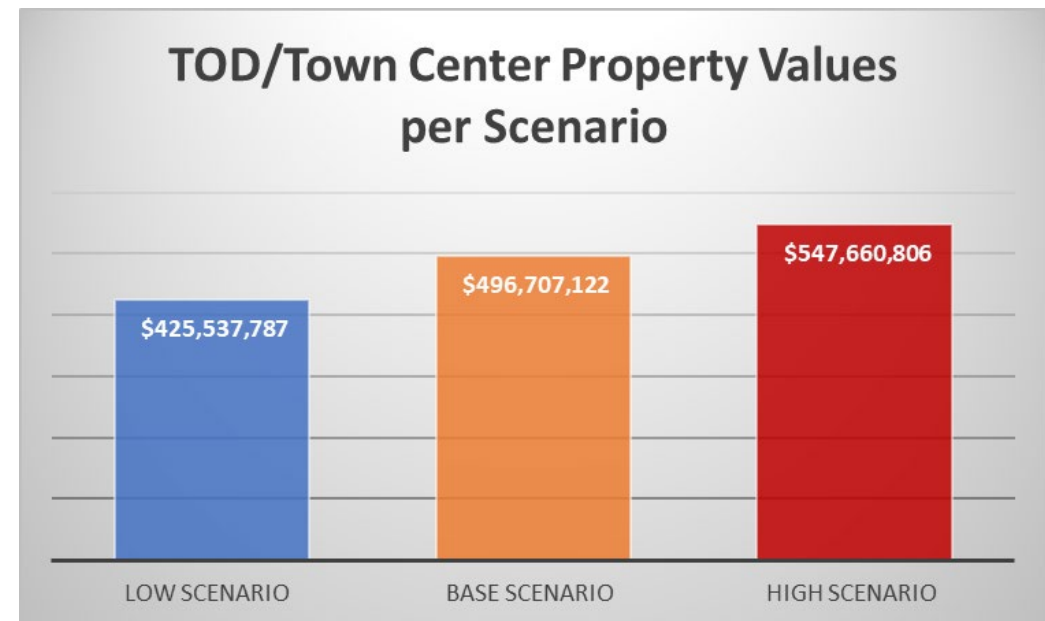
Property Values

Depending on the intensity of development, the approximate property values in the TOD/Town Center could range from \$425,527,787 to \$547,660,806.

These estimates look at various factors, such as the mix of uses and acreage per zoning category. The average price per s.f. used in these calculations were \$115/s.f. for residential and \$250/s.f. for commercial. The average price per s.f. of commercial used in these assumptions was derived from averages found from Loopnet’s listings for Horizon City. The residential price per s.f. was drawn from average listings on Zillow and Redfin in October 2019.

Zoning Category	Acreage	Residential	Office	Retail
R-5	24.79	100%	0%	0%
M-2	17.55	75%	10%	15%
M-1	22.25	50%	30%	20%

Acreage and Mix of Uses per Zoning Category, Fiscal Impact Report, Pegasus 2019

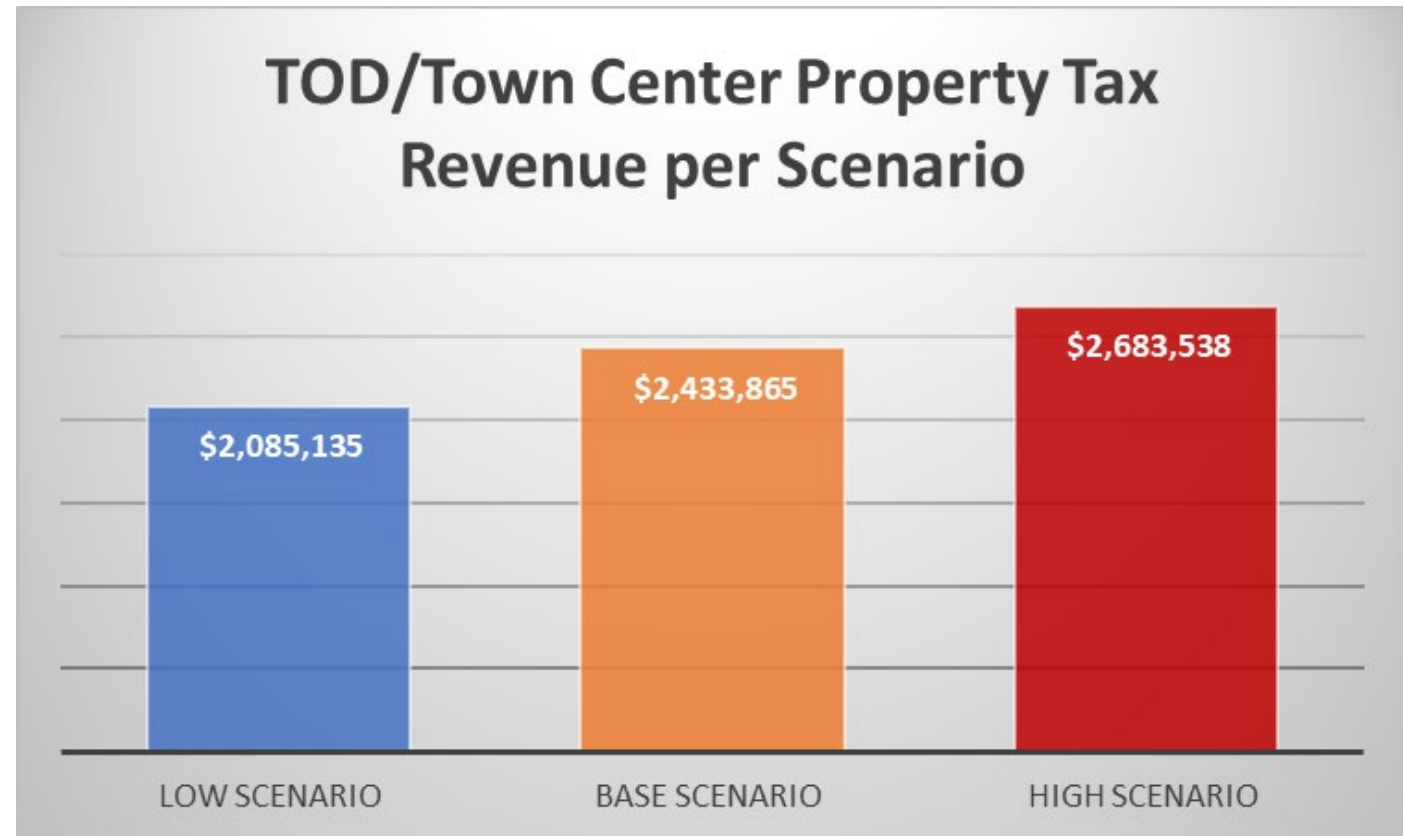


Property Values per Scenario, Fiscal Impact Report, Pegasus 2019

Property Tax Revenue

The chart to the right illustrates the estimated additional property tax revenue the Town of Horizon City could anticipate from the TOD/Town Center, per scenario. The estimated property tax revenue ranges from \$2,085,135 to \$2,683,538.

The estimated property tax revenue calculation takes the property value assumptions from the previous slide and multiplies this by Horizon City's property tax rate (.49 per \$100 valuation, 2019).

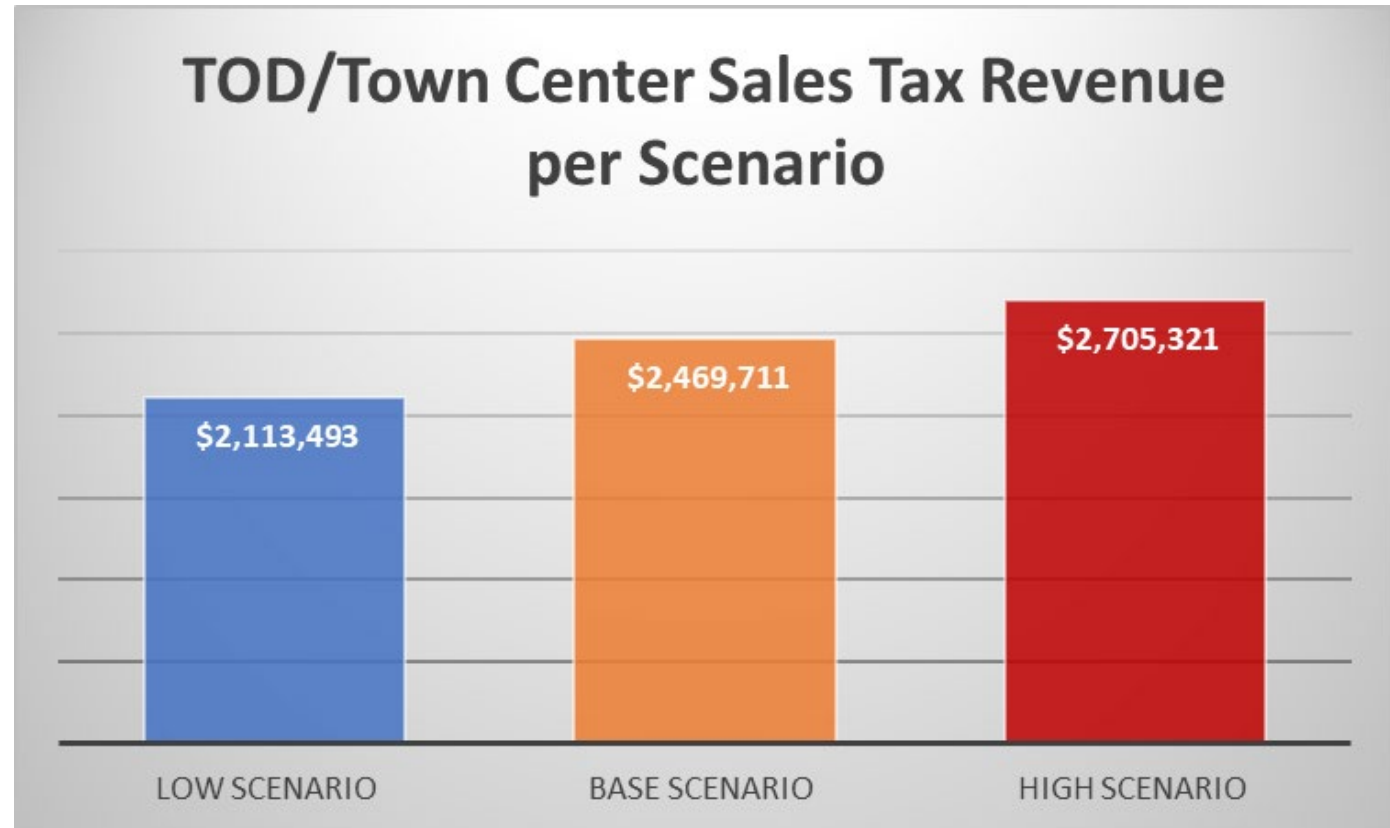


Property Tax Revenue per Scenario, Fiscal Impact Report, Pegasus 2019

Sales Tax Revenue

The chart to the right illustrates the estimated additional sales tax revenue the Town of Horizon City could anticipate from the TOD/Town Center, per scenario. The estimated sales tax revenue ranges from \$2,113,493 to \$2,705,321.

The anticipated sales tax revenue is calculated considering 2% of \$285 of sales per s.f. of retail space. The mix of uses breakdown estimates 15% retail in M-2 and 20% retail in M-1.



Sales Tax Revenue per Scenario, Fiscal Impact Report, Pegasus 2019

Strategic Considerations

In addition to the aforementioned assumptions, this fiscal impact analysis model assumes that developers will need to incorporate parking and detention in all proposed site plans. As a strategic consideration, if the City utilized a public improvement district (PID), or similar mechanism, to construct key infrastructure (such as a detention facility, roadways, and/or a parking facility) for the TOD/Town Center, the potential property and sales tax revenues could be greater, as more floor area could be dedicated to the revenue generating aspects of development.



Summary

This analysis explores the potential population and fiscal impacts of the future development of the TOD/Town Center. The numbers should be interpreted as approximations, not exact figures. It was found that depending on the level of intensity of development of the TOD/Town Center, the Town of Horizon City can expect population capacity ranges from 4,415 to 5,742 people, and approximately 2,063 to 2,633 jobs. The potential property tax revenues range from approximately \$2.08 million to \$2.68 million; and the potential sales tax revenues range from \$2.1 million to \$2.7 million. The purpose of this analysis is to provide the Town of Horizon City with the estimated population and fiscal impacts of the development of the TOD/Town Center. The buildout analysis serves to project the impacts that could occur and enables a community to test the reality of its development regulations.



APPENDIX 2- TRANSIT ORIENTED DEVELOPMENT
REGULATING PLAN

Transit Oriented Development Regulating Plan Horizon City, TX

Background

The Town of Horizon City does not have a central district. When the city was created, 87 acres in the middle of the City was intended for this purpose. However, due to dispersed land ownership, these 87 acres of land have remained undeveloped in the heart of Horizon City. These parcels present an opportunity for Horizon City to create a central district, with new businesses and diverse housing options. In addition to the economic potential, the new central district will enhance community identity and provide much needed space for social interaction. City council recently approved the relocation of the City Hall into the Transit Oriented Development (TOD)/central district. There is potential for a new transit service, with this central district serving as a transit hub.

Statement of Purpose

The purpose of the proposed TOD overlay is to create a “center” of social and economic activity in Horizon City, thereby establishing a central district promoting mixed use development, which provides settings for active community life, social interaction, and increased economic activity. The other purpose of the proposed overlay is to encourage walkable, multi-modal development which is conducive to increased transit usage.

TOD Applicability

The first applicability of the proposed TOD overlay applies to the undeveloped parcels located to the east of Darrington Rd, north of Horizon Blvd, and East of Rodman St. Figure 1 demonstrates the proposed zoning (p. 4). The proposed TOD overlay may be extended to other areas in the future.

TOD Eligibility

Parcels outside of the proposed TOD overlay may apply for conditional TOD re-zoning (M1, M2 or R-5) if the parcel(s) meet all the follow eligibility criteria:

1. Must have sidewalks conforming to TOD design guidelines
2. Must be on a corridor with transit service

General TOD Design Principles

The design of new projects shall promote pedestrian walkability, a bicycle friendly environment, and connectivity through design elements such as:

- A. Ground floor uses that are appealing to pedestrians through well-designed visibility and access;

- B. On primary pedestrian routes, climate and weather protection where possible, such as covered waiting areas, building projections and colonnades, planting of large trees and awnings;
- C. Streetscape and pedestrian amenities that contribute to the area's streetscape environment such as street trees, bulb outs, benches, landscape elements, and public art; and
- D. Bicycle amenities that contribute to the area's bicycle environment and safety needs, such as bike racks, storage or parking, or dedicated bike lanes or paths.

Street facades shall be designed to provide a strong relationship with the sidewalk and the street(s), to create an environment that supports and encourages pedestrian activity through design elements such as:

- A. Placement and orientation of doorways, windows, and landscape elements to create strong, direct relationships with the street; and
- B. Facades that include projecting eaves and overhangs, porches, and other architectural elements that provide human scale and help break up building mass.

TOD Design Guidelines

Street Design Elements	
Lane Width	10 ft
Standard Parking Lane Width	7-9 ft
Bike Lane	6 ft
Bike Lane Buffer – marked with 2 solid white lines	2 ft
Sidewalk – Residential	5-7 ft
Sidewalk – Commercial	8-12 ft

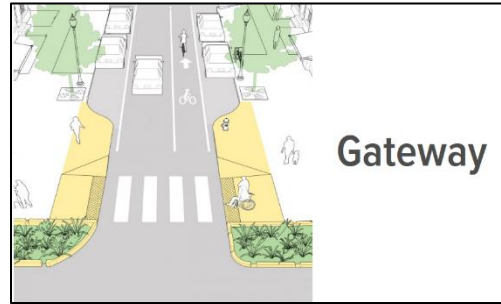
Signage

1. Wall signs that project from the wall shall be designed as individual letters and icons directly attached to a building façade, rather than as a “box” sign with a single background and frame attached to a building.
2. Signs should be designed to be easily legible. Legibility can be optimized by providing high contrast between the sign content and its background.
3. Signs attached to a building should be designed as integral components of the building in terms of size, shape, color, texture, and lighting, and should not cover or obscure the architectural features of a building.

Further Recommendations

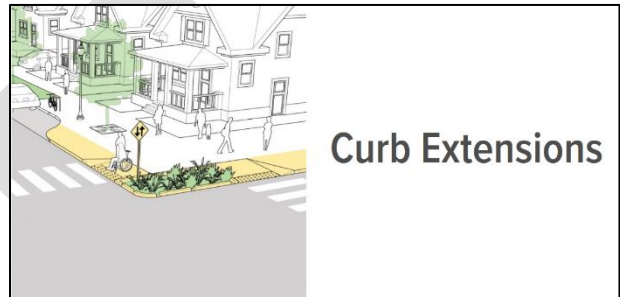
1. Add “gateway” treatment to mark the transition into the TOD.

Curb extensions are often applied at the mouth of an intersection. When installed at the entrance to a residential or low speed street, a curb extension is referred to as a “gateway” treatment and is intended to mark the transition to a slower speed street.



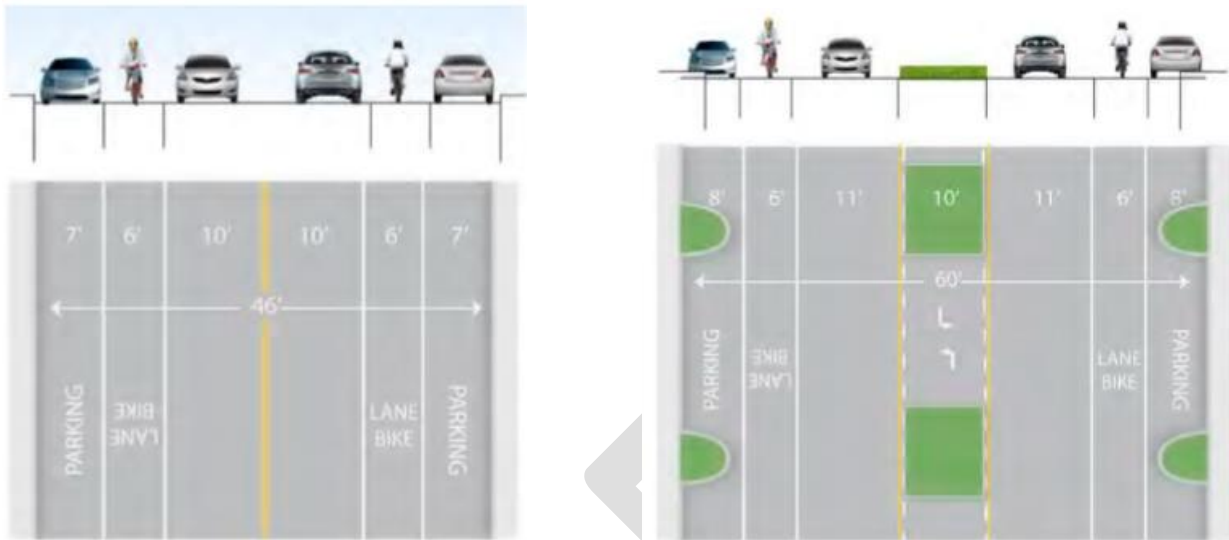
2. Add curb extensions to create shorter and safer crossings for pedestrians, where appropriate.

Curb extensions visually and physically narrow the roadway, creating safer and shorter crossings for pedestrians while increasing the available space for street furniture, benches, plantings, and street trees.



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Street Design Examples



TOD Sub-Districts

Taking into consideration the feedback from landowners within the TOD/Central District and surrounding residents, three Sub-Districts have been created, based on existing parcel sizes, proximity to existing single family residential, and proximity to other more intense zoning districts.

The three Sub-Districts are illustrated on the adjacent zoning map and are briefly described below:

1. M-1: high density mixed use
2. M-2: medium density mixed use
3. R-5: residential



Figure 1. Proposed Zoning for TOD District

Site Development Standards

Site development standards vary within the three TOD Sub-Districts. The following describes each sub-district’s specific standards.

M-1

Purpose

The purpose of this sub-district is to encourage office, mixed-use development and higher density housing types, such as multi-family, apartments, and townhomes, together with appropriate community facilities and permitted uses.

Setback Requirements

Minimum/Maximum Front Yard	Maximum Side Yard Abutting a Street	Maximum Side Yard	Minimum Rear Yard
0 FT/10 FT	10 FT	10 FT	15 FT

Dwelling Size/Height/Density Standards

	SF Minimum per Unit	Building Height Minimum/Maximum
Multi-Family	750 SF	2 story/5 story, or 50 feet
Apartments	750 SF	2 story/5 story, or 50 feet
All Other Uses	See Specific Standards	2 story/5 story, or 50 feet

Parking Requirements

There are no parking minimums except for the required ADA parking. Shared parking for non-residential uses is encouraged.



M-2

Purpose

The purpose of this sub-district is to encourage a variety of housing types at moderate population density together with appropriately scaled community facilities and limited commercial.

Setback Requirements

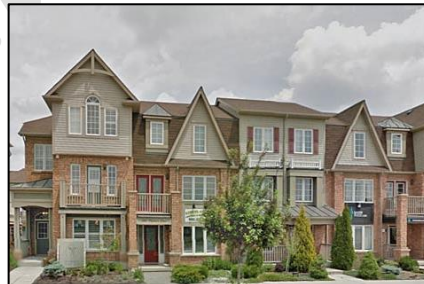
	Minimum/Maximum Front Yard	Minimum/Maximum Side Yard Abutting a Street	Minimum/Maximum Side Yard	Minimum Rear Yard
Townhomes	0 ft/15 ft	10 ft/15 ft	0 ft/15 ft	15 ft
Duplex, Triplex, Quadruplex	10 ft/15 ft	10 ft/15 ft	5ft/15ft	15 ft
All Other Uses	0 ft/10 ft	10 ft/ 15 ft	5 ft/ 15 ft	10 ft

Dwelling Size/Height/Density Standards

	SF Minimum per Unit	Height Maximum
Townhomes	750	3 story or 30 feet
Duplex, Triplex, Quadruplex (per unit)	750	2.5 story or 30 feet
All Other Uses	See Specific Standards	3 story or 30 feet

Parking Requirements

All residential units shall have parking for at least one (1) car. There are no parking minimums for other uses except for the required ADA parking. Shared parking for non-residential uses is encouraged.



R-5

Purpose

The purpose of this sub-district is to buffer existing single-family surrounding the TOD with compatible uses and scale of buildings with other single-family residential, duplexes, and small-scale multi-family that may be of a denser nature.

Setback Requirements

Minimum Front Yard	Minimum Side Yard Abutting a Street	Minimum Side Yard	Minimum Rear Yard
15 ft	10 ft	5 ft	20 ft

Dwelling Size/Height Standards

	SF Minimum per Unit	Height Maximum
Single-Family	750	2.5 story or 30 feet
Duplex, Triplex, Quadruplex (per unit)	750	2.5 story or 30 feet

Parking Requirements

All single-family homes and units within multi-family dwellings shall have parking for at least one (1) car.



Use Matrix

Table 1: USE MATRIX				
Approval Levels				
P = Permitted subject to standards				
C = Allowed with approval of a conditional use permit				
X = Not permitted				
Principal Use	TOD-A	TOD-B	TOD-C	Prescribed Conditions
Residential Uses				
Dwelling – Single-Family Detached	X	X	P	
Dwelling- Townhouse	P	P	P	
Dwelling- Duplex	X	P	P	
Dwelling- Three-Family (Triplex)	P	P	P	
Dwelling- Four-Family (Quadruplex)	P	P	P	
Dwelling- Multi-Family	P	X	X	
Adult Residential Care Facility	P	X	X	
Commercial Uses				
Administrative & Business Office	P	P	X	
Amusement Center	P	C	X	
Animal Care Facility	P	C	X	
Art Gallery	P	P	X	
Automotive Service & Repair	X	X	X	
Fitness Studio/ Gym	P	P	X	
Bar	P	C	X	
Bed and Breakfast	P	P	X	
Commercial Retail Sales and Services	P	P	X	
Car Wash	X	X	X	
Convention Center	P	X	X	
Day Care Center	P	P	X	
Day Care Home	P	P	X	
Art/ Design Studio with Retail	P	P	X	
Financial Institution	P	X	X	
Gas Station	X	X	X	
Hotel/Motel	P	C	X	
Dance Hall, Discotheque	P	C	X	
Lodge/Meeting Hall	P	P	X	
Medical/Dental Office	P	P	X	

Micro-Brewery/Distillery/Winery	P	C	X	
Mobile Food Vendors	P	P	X	
Open Air Market	P	P	X	
Outdoor Dining	P	P	X	
Personal Service Establishment	P	P	X	
Reception Facility	P	C	X	
Research and Development	P	C	X	
Restaurant	P	P	X	
Commercial, Light	P	P	X	
Self-Storage Facility: Enclosed	X	X	X	
Vehicle Dealership – Enclosed	X	X	X	
Vehicle Rental – Enclosed	X	X	X	
Vehicle Storage - Open	X	X	X	
Institutional & Government Uses	P	C	X	
Community Center	P	C	X	
Educational Facility – Pre-School/Kindergarten	P	P	P	
Educational Facility- Primary or Secondary	P	P	P	
Educational Facility- University or College	P	P	P	
Educational Facility- Vocational	P	P	P	
Government Office/Facility	P	C	X	
Place of Worship	X	X	X	
Transportation Uses				
Bicycle-Sharing Station	P	P	X	
Parking Lot (Principal Use)	C	C	X	
Structured Parking Facility (Principal Use)	P	C	X	
Structured Parking Facility/Parking Lot (Subsidiary Use)	P	P	C	
Transit Station	P	C	X	
Open Space Uses				
Community Garden	P	P	P	
Public Park	P	P	P	

Incentives

The purpose of the following incentives and criteria are to promote developments that also help the City reach its goals of providing quality economic development and housing for all. These may be incorporated via a resolution (and not found in this regulating plan):

Economic Development

The City of Horizon City and the Horizon City Economic Development Corporation may be able to incentivize businesses that want to locate within the proposed TOD overlay. These businesses may be office, medical or larger retail establishments. An incentives policy will be created to help guide both businesses and City/EDC officials in determining eligibility and potential incentives.

Housing

Eligibility

1. Developments must be within the proposed TOD overlay; only applicable in subdistricts M-1 and M-2
2. Must provide at least 20% of all residential units as affordable/workforce housing (defined by housing that is affordable to those making less 80% of the area's Median Family Income (MFI), defined by US Department of Housing and Urban Development (HUD)).

Affordability Requirements

1. Units must be affordable to households earning no more than 80% of the median family income (MFI) for Horizon City

Incentives

1. Maximum height allowed by base zoning increased by 1.5 times
2. Minimum dwelling size in all TODs decreased to 450 SF

Definitions

Personal Service Establishment. A business which provides services involving personal grooming or the care of a person's apparel, including, but not limited to, laundry (not including self-service laundromat) services, manicurists, tailors, tanning salons.

DRAFT

APPENDIX 3 - CHAPTER 9 OF HORIZON CITY'S COMPREHENSIVE PLAN -
TRANSIT SUPPORTED TOWN CENTER

Chapter 9

Transit Supported Town Center + Design Considerations

DESIGN CONCEPTS

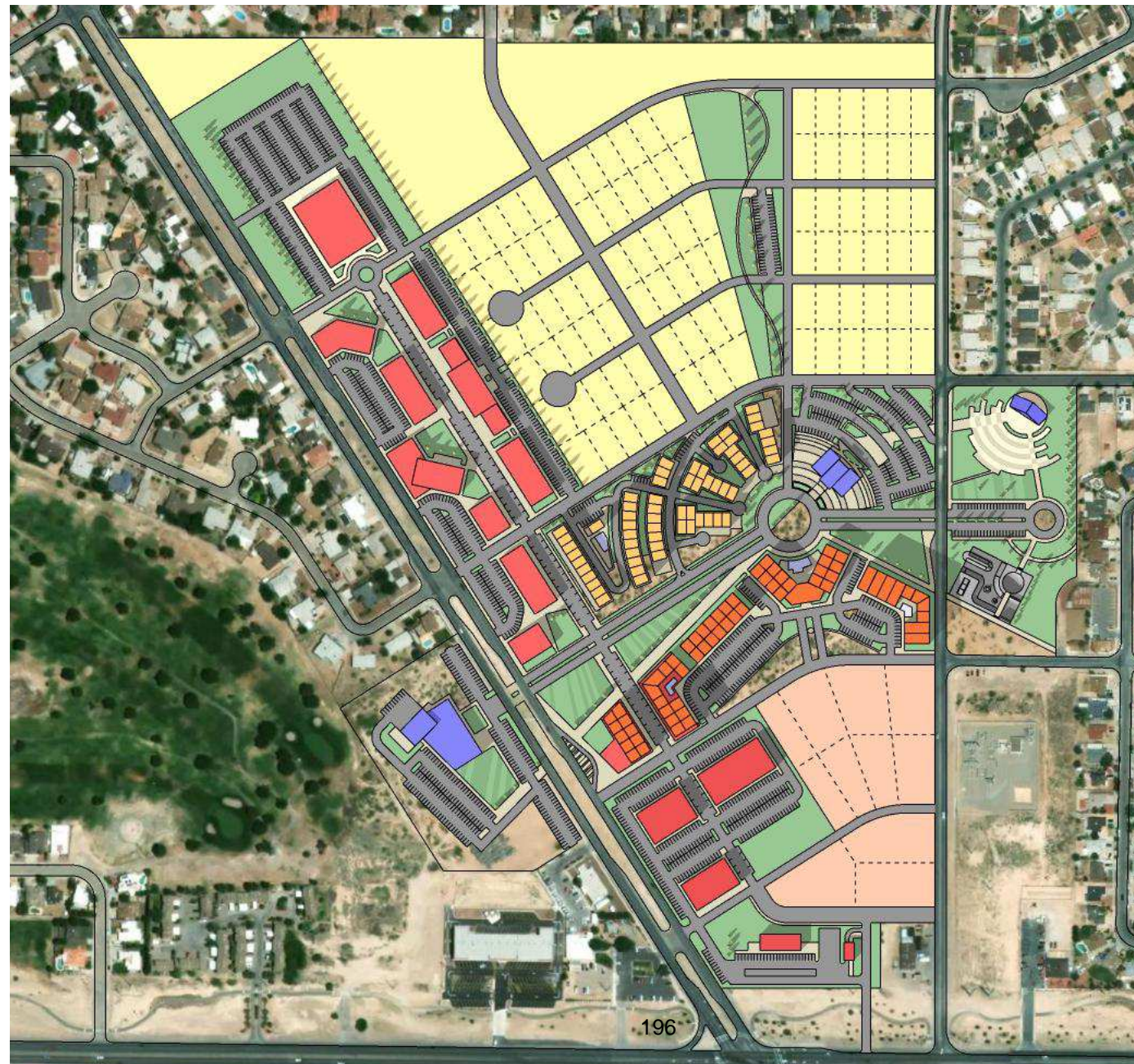
TRANSIT SUPPORTED TOWN CENTER RECOMMENDATIONS

TRANSIT-SUPPORTED TOWN CENTER + DESIGN CONSIDERATIONS ACTIONS

Transit Supported Town Center Location



Transit Supported Town Center Concept



Design Concepts Introduction

The Town of Horizon City does not have a town center. When the city was created, 64 acres in the middle of the City was intended for this purpose. However, due to dispersed land ownership, these 64 acres of land have remained undeveloped in the heart of Horizon City. These parcels present an opportunity for Horizon City to create a town center, with new businesses and diverse housing options. In addition to the economic potential, the new town center will enhance community identity and provide much needed space for social interaction. During a series of workshops and meetings held in 2019, key stakeholders (including neighbors, policymakers, city staff, developers, and landowners) helped to develop a “vision” for the Transit Supported Town Center. These meetings focused on Town Center building typologies and site development standards and culminated in an understanding of each groups’ priorities for the Town Center’s vision, goals, and standards. Shortly after these meetings, City Council approved the relocation of the City Hall into the Town Center.

This chapter presents principles and strategies for creating a vibrant Town Center, which integrate the community’s vision and aligns with the goals and objectives set forth in this comprehensive plan. The principles and recommendations in this chapter should be used to guide the land use and development of the Town Center.

Purpose

The purpose of a town center is to create a "center" of social and economic activity in Horizon City, thereby establishing a central district promoting mixed use development, which provides settings for active community life, social interaction, and increased economic activity. The other purpose of a town center is to encourage walkable, multi-modal development which is conducive to increased transit usage.

Transit-Supported Town Center Applicability

The proposed Transit-Supported Town Center district applies to the undeveloped parcels located to the east of Darrington Rd, north of Horizon Blvd, and west of Rodman St. The proposed Transit-Supported Town Center overlay may be extended to other areas in the future.

Transit Supported Town Center Concept



Street Design Example



TABLE 9
Street Design Elements:

Lane Width	10 ft
Standard Parking Lane Width	7-9 ft
Bike Lane	6 ft
Bike Lane Buffer – marked with 2 solid white line	2 ft
Sidewalk – Residential	5-7 ft
Sidewalk – Commercial	8-12 ft

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General Design Principles

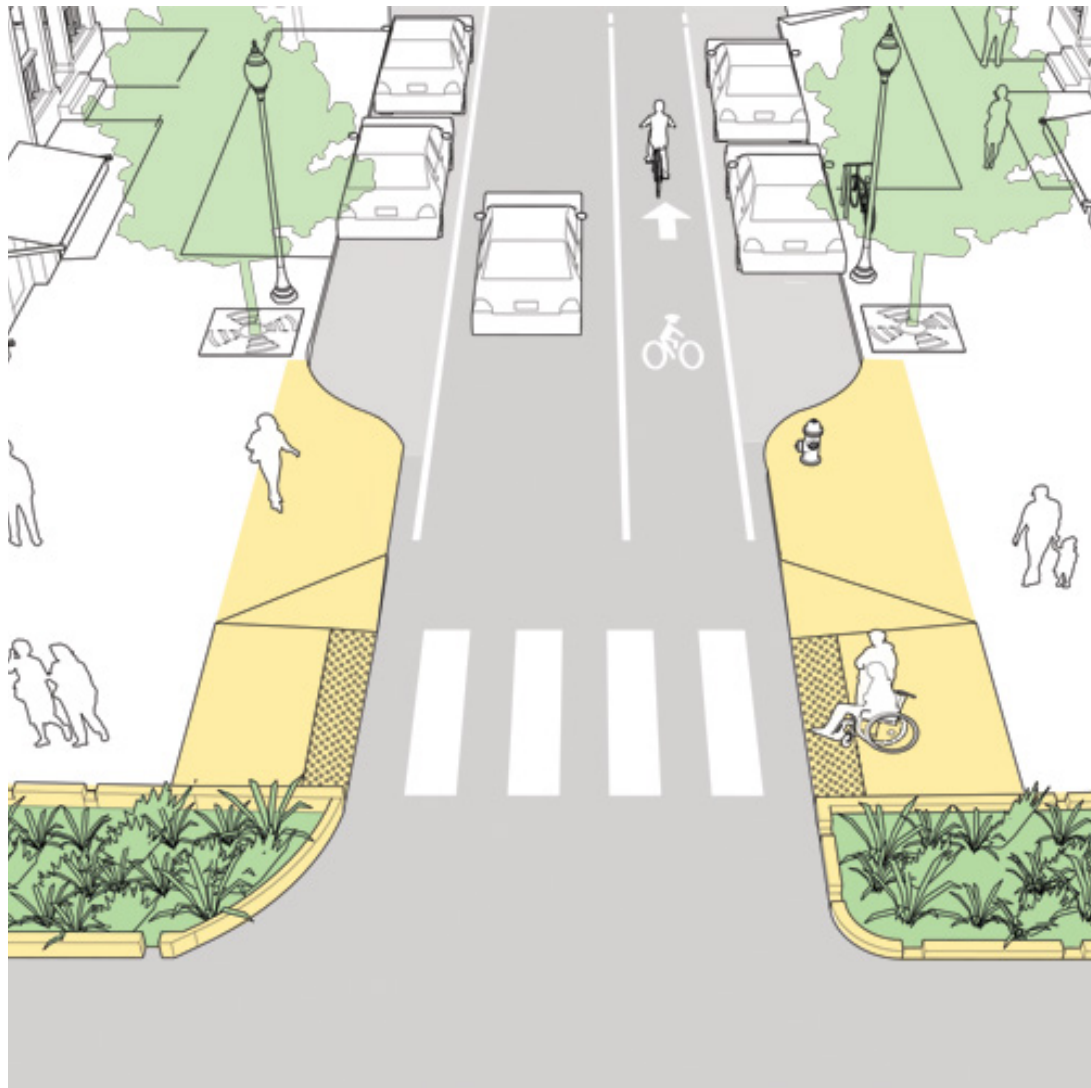
To achieve the above objectives, development in the town center should follow the subsequent principles. The town center should:

- Include an economically sustainable mix of land uses, such as retail and services, offices, and a range of housing types;
- Cluster high density residential development around commercial centers, providing opportunities for residents to walk to shops, services, and jobs. Medium density residential (such as townhomes and duplexes) should provide transitions between commercial and lower density residential areas.
- Be focused around at least one distinctive and attractive public space (e.g. mini-parks or plazas);
- Be compactly designed with short blocks (e.g., 400 feet or less is preferred) with buildings that face the streets and walkways;
- Include pedestrian facilities and amenities such as wide sidewalks, seating, designated crosswalks, trees and landscaping, ground level retail, and other features that help to foster a unique identity and encourage walking;
- Include climate and weather protection on primary pedestrian routes, such as covered waiting areas and awnings;
- Provide connected and convenient streets, sidewalks, bicycle lanes, and trail linkages from the town center to surrounding areas;
- Include Bike amenities that contribute to the area's bicycle environment and safety needs, such as bike racks, storage or parking, and dedicated bike lanes.

Street Design Guidelines

The following guidelines are not intended to be prescriptive but are provided as general recommendations.

Gateway



Curb Extensions



Town Center Area Recommendations Street Design Recommendations

- Add “gateway” treatment to mark the transition into the town center. Curb extensions are often applied at the mouth of an intersection. When installed at the entrance to a residential or low speed street, a curb extension is referred to as a “gateway” treatment and is intended to mark the transition to a slower speed street.
- Add curb extensions to create shorter and safer crossings for pedestrians, where appropriate. Curb extensions visually and physically narrow the roadway, creating safer and shorter crossings for pedestrians while increasing the available space for street furniture, benches, plantings, and street trees.

Street Design Example



Street Facades

Street facades shall be designed to provide a strong relationship with the sidewalk and the street(s), to create an environment that supports and encourages pedestrian activity through design elements such as:

- Placement and orientation of doorways, windows, and landscape elements to create strong, direct relationships with the street; and
- Facades that include projecting eaves and overhangs, porches, and other architectural elements that provide human scale and help break up building mass.

Signage

- Wall signs that project from the wall shall be designed as individual letters and icons directly attached to a building facade, rather than as a “box” sign with a single background and frame attached to a building.
- Signs should be designed to be easily legible. Legibility can be optimized by providing high contrast between the sign content and its background.
- Signs attached to a building should be designed as integral components of the building in terms of size, shape, color, texture, and lighting, and should not cover or obscure the architectural features of a building.

Strategic Recommendations

Currently, there is no key infrastructure in the town center, which may make private development challenging, due to substantial upfront costs. To facilitate the development of the town center, it is recommended that the Town of Horizon City utilize a Public Improvement District (PID) or similar mechanism to provide funding for key infrastructure (such as roadways, water, sewer, drainage, sidewalks, and off-street parking) to encourage private development.

Transit Supported Town Center + Design Considerations Actions

1. Consider who will serve as Master Developer. This may be the HCEDC, the City, a developer or a public-private partnership of the two
2. Prepare a master plan for civic /community facilities in the Transit-Supported Town Center
3. Establish funding mechanisms for the development of the Transit- Supported Town Center
4. Consider a Public Improvement District (PID) or other mechanism to fund the Transit-Supported Town Center infrastructure
5. Develop uniform design standards for site development across the Town
6. Develop town branding and wayfinding signage

APPENDIX 4 - PROPERTY IDENTIFICATION AND VALUATIONS

Appendix 4
Property Valuations

Geographic ID	Property ID	Street #	Street Name	Appraised Values
H79100100200020	221233		OXBOW	\$ 186,662
H7910010010001A	348273	14011	PAWLING	\$ 5,938
C95500000100300	583526	150	DARRINGTON	\$ 722,196
H7910010010001B	354566	1539	PAWLING	\$ 188,800
H7910010010001D	338386	14032	HORIZON	\$ 362,267
H7910010010001G	73613	14026	HORIZON	\$ 1,824,149
H7910010010001F	361689		PAWLING	\$ 3,250,750
C95500000100200	583525	13998	HORIZON	\$ 1,199,841
H78100202100120	337423	13809	HORIZON	\$ 500
H78100202100130	132067		DARRINGTON	\$ 500
H78100202100040	177345		HORIZON	\$ 500
H78100202100050	406137		HORIZON	\$ 500
H78100202100060	309662		HORIZON	\$ 500
H78100202100070	215964		HORIZON	\$ 500
H78100202100110	104090		HORIZON	\$ 500
H78100202100080	15525		HORIZON	\$ 500
H78100202100090	159554		HORIZON	\$ 500
H78100202100100	198887		HORIZON	\$ 500
H78100202100140	413018		DARRINGTON	\$ 500
X32500000000675	395346	15000	DARRINGTON	\$ 570,690
H78100202100150	52688		DARRINGTON	\$ 500
H78100202100170	139383		DARRINGTON	\$ 500
H78100202100180	160518		DARRINGTON	\$ 500
H78100202100190	228880		DARRINGTON	\$ 500
H78100202000090	379662		EMIGRANT	\$ 500
H78100202100200	162601		DARRINGTON	\$ 500
H78100202000100	389791		EMIGRANT	\$ 500
H78100202100210	96398		DARRINGTON	\$ 500
H78100202000010	359080		EMIGRANT	\$ 500
H78100202000020	64806		EMIGRANT	\$ 500
H78100202000030	256723			\$ 500
H78100202000040	79719		EMIGRANT	\$ 500
H78100202000050	375481		EMIGRANT	\$ 500
H78100202000060	162158		EMIGRANT	\$ 500
H78100202000070	357910		EMIGRANT	\$ 500
H78100202000080	134072		EMIGRANT	\$ 500
H78100202000110	413699		EMIGRANT	\$ 500
H78100202100220	124995			\$ 500
H78100202000120	121593		EMIGRANT	\$ 500
H78100202100230	277718		DARRINGTON	\$ 500
H78100202000130	242362		EMIGRANT	\$ 500
H78100202100240	251107		DARRINGTON	\$ 500
H78100202000250	70226		ROSSMAN	\$ 500
H78100202000240	299066		ROSSMAN	\$ 500
H78100202000140	103408		EMIGRANT	\$ 500
H78100202100250	31931			\$ 500

Appendix 4
Property Valuations

Geographic ID	Property ID	Street #	Street Name	Appraised Values
H78100202000230	281691		ROSSMAN	\$ 500
H78100202000150	229669		EMIGRANT	\$ 500
H78100202000160	97679		EMIGRANT	\$ 500
H78100202000170	336829		EMIGRANT	\$ 500
H78100202000180	79806		EMIGRANT	\$ 500
H78100202000210	211704		ROSSMAN	\$ 500
H78100201800010	38989		ROSSMAN	\$ 500
H78100201800020	111588		ROSSMAN	\$ 500
H78100201800030	223356			\$ 500
H78100202000190	117688			\$ 500
H78100302200020	69714		DARRINGTON	\$ 500
H78100302200030	181363		DARRINGTON	\$ 500
H78100302200040	44383		DARRINGTON	\$ 500
H78100201900010	60535		EMIGRANT	\$ 500
H78100302200050	396656		DARRINGTON	\$ 500
H78100201800060	322235			\$ 500
H78100201800040	203320		DELAKE	\$ 500
H78100302200060	179604		DARRINGTON	\$ 500
H78100201900020	101351			\$ 500
H78100302200070	218560			\$ 500
H78100201900090	154037		FALLON	\$ 500
H78100201700060	221267		FALLON	\$ 500
H78100302200080	99380		DARRINGTON	\$ 500
H78100201900030	254374		EMIGRANT	\$ 500
X32500000000700	175803			\$ 449,755
H78100201700010	84826		DELAKE	\$ 500
H78100201700020	231987		DELAKE	\$ 500
H78100201700030	29162		DELAKE	\$ 500
H78100201700050	146805		DELAKE	\$ 500
H78100201700040	384863		DELAKE	\$ 500
H78100302200100	339797		DARRINGTON	\$ 500
H78100201900080	140998			\$ 500
H78100201700070	215227		FALLON	\$ 500
H78100201900040	401604		EMIGRANT	\$ 500
H78100201900070	360951		FALLON	\$ 500
H78100201700170	71735		CROSS RIVER	\$ 500
H78100201700080	207785		FALLON	\$ 500
H78100201700160	25006		CROSS RIVER	\$ 500
H78100201700150	403938		CROSS RIVER	\$ 500
H78100201700140	52395		CROSS RIVER	\$ 500
H78100100100010	314689			\$ 500
H78100201900050	170933		EMIGRANT	\$ 500
H78100201700130	240438			\$ 500
H78100201700090	16591			\$ 500
H78100100100020	198400			\$ 500
H78100100100110	309201			\$ 500

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Property Valuations

Geographic ID	Property ID	Street #	Street Name	Appraised Values
H78100100200010	219037		EMIGRANT	\$ 2
H78100100100030	96478			\$ 500
H78100201600010	13488		CROSS RIVER	\$ 500
H78100201700100	175438		FALLON	\$ 500
H78100201600020	343695		CROSS RIVER	\$ 500
H78100201600030	159315		CROSS RIVER	\$ 500
H78100201600040	332495			\$ 500
H78100201600050	120432		CROSS RIVER	\$ 500
H78100100100100	168557			\$ 500
H78100100200020	260038		EMIGRANT	\$ 500
H78100100100040	173480			\$ 500
H78100100200110	333587			\$ 500
H78100100100090	227569			\$ 500
H78100201600100	74597		DILLEY	\$ 500
H78100201600090	98789			\$ 500
H78100201600060	118947		DILLEY	\$ 500
H78100201600080	20606		DILLEY	\$ 500
H78100201600070	225603			\$ 500
H78100100200030	59233			\$ 500
H78100100100050	44308			\$ 500
H78100100300120	331610			\$ 500
H78100100200100	98352			\$ 500
H78100100100080	331754			\$ 500
H78100100300020	205881		FALLON	\$ 500
H78100100200040	246814		EMIGRANT	\$ 500
H78100100100060	62293			\$ 500
H78100100300110	361206			\$ 500
H78100100100070	119622			\$ 500
H78100100200090	366209			\$ 500
H78100101100260	333874			\$ 500
H78100100300030	344733		FALLON	\$ 500
H78100101100010	354972		OROVILLE	\$ 500
H78100100200050	269415			\$ 500
H78100101500070	18362		DILLEY	\$ 500
H78100101500050	202730		DILLEY	\$ 500
H78100101500060	369840		DILLEY	\$ 500
H78100100300100	200049			\$ 500
H78100100200080	299170			\$ 500
H78100100300040	378798		FALLON	\$ 500
H78100101100250	399121			\$ 500
H78100100200060	356921			\$ 500
H78100100400200	65958		DARRINGTON	\$ 500
H78100101100020	146490			\$ 500
H78100101500010	215812		LAKEVILLE	\$ 500
H78100100400190	47521		BENTON	\$ 500
H78100100200070	238717			\$ 500

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Property Valuations

Geographic ID	Property ID	Street #	Street Name	Appraised Values
H78100100300090	117198			\$ 500
H78100101500020	374367			\$ 500
H78100101500040	337749			\$ 500
H78100100300050	75274			\$ 500
H78100101500030	314803			\$ 500
H78100100400180	300409		BENTON	\$ 500
H78100101100240	376648			\$ 500
H78100101100030	35608		OROVILLE	\$ 500
H78100100400010	72591		DARRINGTON	\$ 500
H78100100400170	176929		BENTON	\$ 500
H78100100300080	74301			\$ 500
H78100100400020	37984		GEARHART	\$ 500
H78100100300060	117023			\$ 500
H78100100400160	54344		BENTON	\$ 500
H78100101100230	31432			\$ 500
H78100101100040	21071			\$ 500
H78100100400030	72536		GEARHART	\$ 500
H78100101400130	154655			\$ 500
H78100100300070	177512			\$ 500
H78100100400040	178238		GEARHART	\$ 500
H78100101400120	224805			\$ 500
H78100100400140	394639		BENTON	\$ 1,000
H78100101400080	30047			\$ 500
H78100101400110	101409			\$ 500
H78100101400090	73370			\$ 500
H78100101400100	331303			\$ 500
H78100101100220	178769			\$ 500
H78100100400050	290859		GEARHART	\$ 500
H78100100500200	349318			\$ 500
H78100101100050	84105		OROVILLE	\$ 500
H78100100400130	81500			\$ 500
H78100101400010	385585		BENTON	\$ 500
H78100100400060	208159		GEARHART	\$ 500
H78100100500190	44382			\$ 500
H78100100400120	194897		BENTON	\$ 500
H78100101400020	389917		BENTON	\$ 500
H78100100400070	289780		GEARHART	\$ 500
H78100100500180	85462			\$ 500
H78100101100210	114274			\$ 500
H78100101100060	321806			\$ 500
H78100101400030	51464		BENTON	\$ 500
H78100100500010	143913		DARRINGTON	\$ 500
H78100100400110	288127		BENTON	\$ 500
H78100101400040	385101			\$ 500
H78100101400070	313833		BENTON	\$ 500
H78100101400060	328979		BENTON	\$ 500

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Property Valuations

Geographic ID	Property ID	Street #	Street Name	Appraised Values
H78100101400050	236658		BENTON	\$ 500
H78100100400080	303750		GEARHART	\$ 500
H78100100500170	379434		GEARHART	\$ 500
H78100100500020	110013		HIGHWEED	\$ 500
H78100100400090	140041		GEARHART	\$ 500
H78100100500160	230783		GEARHART	\$ 500
H78100101100200	253524			\$ 500
H78100101100070	275136			\$ 500
H78100100500030	298646		HIGHWEED	\$ 500
H78100101300160	383980			\$ 500
H78100100400100	352646		GEARHART	\$ 500
H78100100500150	335823		GEARHART	\$ 500
H78100100500040	32619			\$ 500
H78100101300150	251993		BENTON	\$ 500
H78100100500140	158144		GEARHART	\$ 500
H78100100600010	12312		DARRINGTON	\$ 500
H78100101100190	288463			\$ 500
H78100100500050	47990			\$ 500
H78100101100080	324726			\$ 500
H78100101300140	14200			\$ 500
H78100100500130	11225			\$ 500
H78100101300010	200896		GEARHART	\$ 500
H78100101300130	144797		BENTON	\$ 500
H78100101300120	265779			\$ 500
H78100101300110	239225		BENTON	\$ 500
H78100100500060	365964			\$ 500
H78100100600170	234817			\$ 500
H78100100500120	283376			\$ 500
H78100100600020	129994		DARRINGTON	\$ 500
H78100101300020	398835		GEARHART	\$ 500
H78100100500070	60604		HIGHWEED	\$ 500
H78100101100180	283291			\$ 500
H78100101100090	259216			\$ 500
H78100101300030	116861		GEARHART	\$ 500
H78100100500110	334341			\$ 500
H78100100600160	275442			\$ 500
H78100100500080	111751		HIGHWEED	\$ 500
H78100101300040	75976		GEARHART	\$ 500
H78100100600030	96884			\$ 500
H78100100700010	177804		ETHERIDGE	\$ 500
H78100101300050	400193			\$ 500
H78100101300090	232744			\$ 500
H78100101300060	327971		GEARHART	\$ 9,887
H78100101300080	267849			\$ 500
H78100101300070	198333		GEARHART	\$ 500
H78100100500090	182858			\$ 500

Appendix 4
Property Valuations

Geographic ID	Property ID	Street #	Street Name	Appraised Values
H78100101100170	17852			\$ 500
H78100101100100	101542			\$ 500
H78100100600150	406790			\$ 500
H78100101200210	274470			\$ 500
H78100100700110	147302		FERNHILL	\$ 500
H78100100500100	404201			\$ 500
H78100100600040	257672			\$ 500
H78100100700020	266520		ETHERIDGE	\$ 500
H78100101200200	157270			\$ 500
H78100100600140	355078			\$ 500
H78100101100160	368975			\$ 500
H78100101200190	173969			\$ 500
H78100101100110	39132			\$ 500
H78100100700100	197235			\$ 500
H78100100600050	55734			\$ 500
H78100100800010	18676			\$ 500
H78100101200010	330973		HIGHWEED	\$ 500
H78100101200180	403744			\$ 500
H78100100700030	114523			\$ 500
H78100101200170	339035			\$ 500
H78100100600130	122367			\$ 500
H78100101200020	170638			\$ 500
H78100101200160	346201			\$ 500
H78100101200120	31080			\$ 500
H78100101200150	174704			\$ 500
H78100101200140	370811			\$ 500
H78100101200130	142958		GEARHART	\$ 500
H78100100800070	321491			\$ 500
H78100101100150	23490		RODMAN	\$ 500
H78100101100120	133739			\$ 500
H78100100600060	398821			\$ 500
H78100100800020	44764			\$ 500
H78100100700090	351086			\$ 500
H78100101200030	249936			\$ 500
H78100100700040	344961			\$ 500
H78100100600120	72303			\$ 500
H78100101200040	116774			\$ 500
H78100100800060	352610			\$ 500
H78100101200050	408133			\$ 500
H78100100800030	324473			\$ 500
H78100100600070	301094			\$ 500
H78100101200060	370875		HIGHWEED	\$ 500
H78100100700080	10919		FERNHILL	\$ 500
H78100101100140	340861		RODMAN	\$ 500
H78100101100130	242475			\$ 500
H78100101000040	34483		CROSS RIVER	\$ 500

Appendix 4
Property Valuations

Geographic ID	Property ID	Street #	Street Name	Appraised Values
H78100101200070	326519		HIGHWEED	\$ 500
H78100101200110	63160			\$ 500
H78100101200080	68473			\$ 500
H78100101200100	238480			\$ 500
H78100101200090	266191			\$ 500
H78100100700050	360134			\$ 500
H78100100600110	253976			\$ 500
H78100100600080	68454		DARRINGTON	\$ 500
H78100101000050	345930			\$ 500
H78100100800050	182723			\$ 500
H78100101000030	13480			\$ 500
H78100100800040	193022			\$ 500
H78100100700070	273224		FERNHILL	\$ 500
H78100100700060	346342		ETHERIDGE	\$ 500
H78100100600100	156978			\$ 500
H78100100600090	280253		DARRINGTON	\$ 500
H78100101000090	191723			\$ 500
H78100101000020	162163			\$ 500
H78100101000200	188131		HIGHWEED	\$ 500
H78100101000190	68685			\$ 500
H78100101000180	372929			\$ 500
H78100101000170	35938			\$ 500
H78100101000160	78247			\$ 500
H78100101000150	156844			\$ 500
H78100101000140	110883			\$ 500
H78100101000130	226902			\$ 500
H78100101000060	307325		HIGHWEED	\$ 100
H78100101000120	318804			\$ 500
H78100101000110	398476			\$ 500
H78100101000100	170102		HIGHWEED	\$ 500
H78100101000080	38190			\$ 500
H78100101000070	18650			\$ 500
H78100101000010	147304		CROSS RIVER	\$ 500
H78100100900130	17281			\$ 500
H78100100900120	154543			\$ 500
H78100100900110	99653		KINGSTON	\$ 500
H78100100900100	215846			\$ 500
H78100100900090	167147		KINGSTON	\$ 500
H78100100900080	171533			\$ 500
H78100100900070	136123			\$ 500
H78100100900060	294633			\$ 500
H78100100900050	157650			\$ 500
H78100100900040	155991			\$ 500
H78100100900030	357931		KINGSTON	\$ 500
H78100100900020	316097		KINGSTON	\$ 500
H78100100900010	191763		DARRINGTON	\$ 500

Appendix 4
Property Valuations

Geographic ID	Property ID	Street #	Street Name	Appraised Values
H79100100200015	122178	170	DARRINGTON	\$ 68,449
H79100100200010	221026	160	DARRINGTON	\$ 350,570
H79100100200030	372358	1538	PAWLING	\$ 518,521
H7910010010001C	359603	14034	HORIZON	\$ 263,279
H7910010010001E	135312	14000	HORIZON	\$ 356,167
C95500000100100	584146	13990	HORIZON	\$ 1,134,300
X32100000000150	599152			\$ 252
H78100202100010	19612	13899	HORIZON	\$ 425,280
H78100202100160	394180		DARRINGTON	\$ 500
H78100202000260	302879		ROSSMAN	\$ 500
H78100202100260	243276		DARRINGTON	\$ 500
H78100202000220	158707		ROSSMAN	\$ 500
H78100302200010	53743		DARRINGTON	\$ 500
H78100202000200	262328		ROSSMAN	\$ 500
H78100201800070	378610		DELAKE	\$ 500
H78100201800050	91357		DELAKE	\$ 500
H78100201900100	383120		FALLON	\$ 500
H78100302200110	190442		DARRINGTON	\$ 500
H78100201700180	288746		CROSS RIVER	\$ 500
H78100100100120	128604			\$ 500
H78100201900060	332727		FALLON	\$ 500
H78100201700120	57192		CROSS RIVER	\$ 500
H78100100200120	253353			\$ 500
H78100201700110	151115			\$ 500
H78100201600110	47099			\$ 500
H78100100300010	120676		FALLON	\$ 500
H76500000100200	671219	14999	DARRINGTON	\$ 379,150
Total Valuation				\$ 12,431,005

NOTICE OF PUBLIC HEARING FOR CREATION OF REINVESTMENT ZONE NUMBER ONE, TOWN OF HORIZON CITY, TEXAS PURSUANT TO CHAPTER 311, TEXAS TAX CODE

Notice is hereby given that the City Council of the Town of Horizon City will hold a public hearing during their regularly scheduled city council meeting on Tuesday November 10, 2020, beginning at 6:00 pm, open to the public **via telephonic or video conference communication** to consider the creation of Reinvestment Zone Number One.

Members of the public may participate in the meeting online or by videoconferencing via the following:

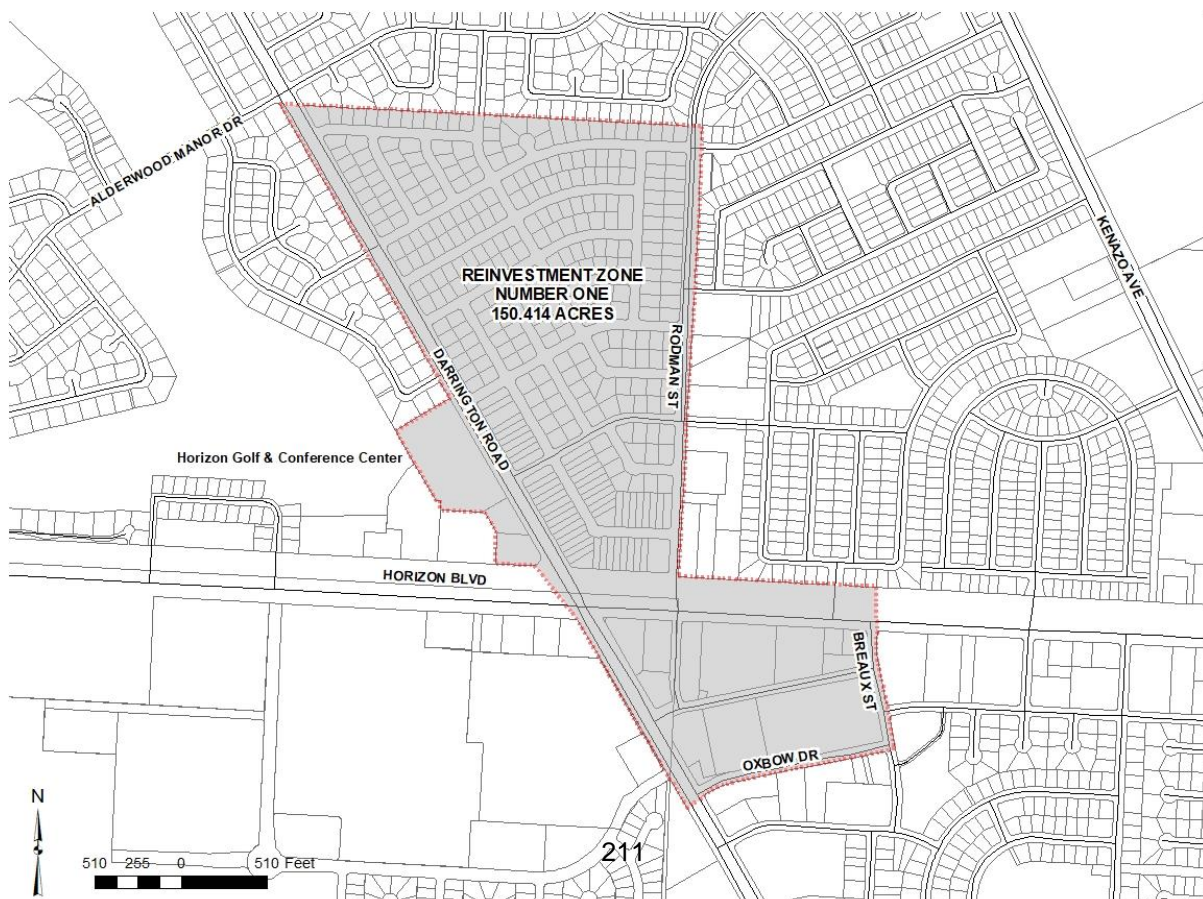
<https://townofhorizoncity.my.webex.com/townofhorizoncity.my/j.php?MTID=m017027ebff2358df1e09602e2e9c55a9>

Meeting number (access code): 126 614 6363

Meeting password: V8VrWxKkY27

To join by phone: 1-408-418-9388

All residents and property owners within the proposed zone and all other interested persons are invited to appear to speak for or against the creation of the zone, its boundaries, or the concept of tax increment financing in general. At or on the adjournment of the public hearing, the City may introduce the ordinance necessary to create Reinvestment Zone Number One, Town of Horizon City, Texas. Further information may be obtained by contacting the City Clerk, Elvia Schuller at (915) 852-1046 ext. 106 or eschuller@horizoncity.org. The boundaries of proposed Reinvestment Zone Number One are described in the following map:





**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 4, 2020
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager
SUBJECT: Construction Management Contract with Huitt Zollars for the Desmond Corcoran (Corky) Park Improvements project

T. Quezada 12/4/2020

City Council awarded Corky Park improvements project at their November 10, 2020 meeting. As with many CIP projects, the Town is contracting with an engineering firm to provide construction management services during the construction phase of the project.

For this project, staff recommends utilizing Huitt Zollars to perform the construction management services which include:

- Consulting with and advising the Town on issues that arise on the field and reviewing submittals from the contractor for compliance with design;
- Managing requests for information, responding with clarifications, providing work order directives, negotiation, recommending and preparing change order documents for Town review and approval;
- Reviewing for completeness and accuracy, and recommending amounts and approval of the contractor's pay applications;
- Providing a resident Project Representative (RPR) to inspect the work completed on a daily basis and to serve as liaison between the Town, the contractor and the design consultant.

The construction management services are further detailed in the attached proposal from Huitt Zollars.

Huitt Zollars' proposal includes a lump sum amount for the office support component of the agreement and an hourly amount for the RPR services component of the agreement. Staff has reviewed the proposal and agrees with the level of effort for RPR services and continues to work with Huitt Zollars on lump sum portion of the agreement and thus the final amount of this agreement.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO) **ENGINEERING SERVICES AGREEMENT**
) **FOR PROFESSIONAL SERVICES**
) **(Corcoran (Corky) Park)**

THIS AGREEMENT is made and effective on the last date written on the signature page, by and between the **TOWN OF HORIZON CITY**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**City**”, and **HUITT-ZOLLARS, INC.**, a Texas Corporation, hereinafter referred to as the “**Engineer**”.

RECITALS

WHEREAS, on or about December 9, 1998, based on a process to select a firm based on qualifications, the parties entered into an Engineering Services Agreement (“Initial Agreement”) for the Engineer to provide professional engineering services to the Town of Horizon City on an on-call basis for specific projects, under which Engineer essentially functions as the City Engineer for the City; and

WHEREAS, the Parties have entered into those several agreements, amendments and revisions to the Agreement and/or Amendments for the convenience of the parties, including for multiple park improvement projects proposed for the Capital Improvement Program 2018 (“CIP2018”).

WHEREAS, the Desmond Corcoran (Corky) Park Improvements as described herein (“Project” or “Park Improvements Project”) is proposed under the Capital Improvement Program 2018 (“CIP2018”) and the Engineer shall perform the services described herein as an on-call project.

WHEREAS, the parties now desire to contract for those certain park improvement projects for the Project for professional construction management, construction administration services, including Field Engineering and Inspection Services, as further described herein, which have been determined to be necessary and appropriate; and

WHEREAS, entering into this Agreement is appropriate as the Consultant and subconsultants are qualified, and Consultant was selected through the City’s selection procedure, in accordance with all applicable state and local laws and ordinances.

AGREEMENT

NOW, THEREFORE, for the consideration set forth in this Agreement, City and the Engineer agree to the following terms and conditions.

**ARTICLE I.
ATTACHMENTS**

1.1.1 The below attachments are hereby attached to this Agreement for the construction

management and field engineering and inspection services for the Park Improvements Project and are incorporated herein by reference for all purposes, as follows:

Attachment "A"	Corcoran (Corky) Park Improvements: Construction Phase Scope of Services
Attachment "B"	Insurance certificates

ARTICLE II. PROJECT COVERED UNDER THIS AGREEMENT

2.1 The City hereby agrees to retain the Engineer and the Engineer agrees to perform professional services for the Project to perform professional construction management, construction administration services, including Field Engineering and Inspection Services, as a Professional Engineer for the Parks Improvement Project covered by this Agreement. The Engineer's services shall consist of the Scope of Services as further described in **Attachment "A"**.

2.2 The Engineer shall serve as the City's professional representative in the Project and shall give consultation and advice to the City during the performance of services.

2.3 The City shall provide all available information to the Engineer as to the Project for which Engineer will provide the services for the City.

2.4 The City hereby designates the CIP Manager as the City's representative with respect to the professional services to be provided by the Engineer pursuant to this Agreement. The CIP Manager shall have complete authority to transmit instructions, receive information, interpret and define City's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. The CIP Manager will render written decisions within a five working day time period.

ARTICLE III. ENGINEER FEES AND PROJECTS BUDGET

3.1 PAYMENT TO ENGINEER. The City shall pay for the Engineer's Services for the Parks Improvement Project based on the pre-established rates, in an amount not to exceed Eighty Five Thousand One Hundred Forty Five and No/100 Dollars (\$85,145.00) for the Proposed Construction Management Office Support and an amount not to exceed One Hundred Eighty Thousand Three Hundred Eighty Two Dollars and no/100 (\$180,382.00) for Field Engineering and Inspection Fees, for a total Project amount not to exceed Two Hundred Sixty Five Thousand Five Hundred Twenty Six and No/100 Dollars (\$265,526.00) as further set forth in **Attachment "A"**. The amounts listed as fees within the detailed breakdowns of the anticipated and estimated services as set forth in **Attachment "A"**, are estimated amounts of the total cost for this Agreement. The amounts listed as fees within the detailed breakdowns of the anticipated and estimated services as set forth in **Attachment "A"**, are estimated amounts of the total contract cost.

3.1 The Mayor may authorize the additional Consultant services for this Agreement in an

amount not to exceed ten percent (10%) of the total estimated Project contract cost. Should further services as identified in “**Attachment G**”, exceeding the cost for this Project, be necessary, such additional services and payment must be approved by the City Council.

3.2 ENGINEER’S SERVICES. The Engineer shall provide Office and Field Engineering Support Services and Field Engineering and Inspection Services for the Project as set forth in “**Attachment A**”.

3.3 ENGINEER’S INVOICES. The Engineer shall bill the City separately for the services under this Agreement not more often than monthly, through written invoices. Invoices shall indicate the costs for the various services.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget(s), the total amount(s) authorized for the Engineer, the current invoiced amount(s) and the amount(s) billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The City agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the City may, upon notice to the Engineer, withhold payment to the Engineer for the amount in dispute only, until such time as the exact amount of the disputed amount due the Engineer is determined. The total amount paid to Engineer shall not exceed Engineer’s fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Engineer and not passed on to the City or otherwise paid by the City, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The Construction Management Services for the Parks Improvement Project shall continue through the completion of the Project, and as stated in the Schedule in **Attachment “A”**.

4.2 TERMINATION. This Agreement for the Project may be terminated separately without affecting the any other Agreement or amendment by and between the parties for any other project, as provided herein. In the event of a termination of this Agreement, in whole or in part, the Engineer shall surrender all Project related documents to the City within five (5) business days of the effective date of the termination.

4.2.1 TERMINATION BY CITY. It is mutually understood and agreed by the

Engineer and City that the City may terminate this Agreement, in whole or in part for the convenience of the City, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Engineer shall cease the performance of services under this Agreement. Upon such termination, the Engineer shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the City's notice of termination. City shall compensate Engineer in accordance with this Agreement; however, the City may withhold any payment to the Engineer that is held to be in dispute for the purpose of set-off until such time as the exact amount due the Engineer from the City is determined. Nothing contained herein, or elsewhere in this Agreement shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.2.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Engineer and City that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the City retains the right to immediately terminate this Agreement for default if the Engineer violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Engineer for the purpose of setoff until such time as the exact amount due the Engineer from the City is determined.

4.2.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement. The provisions set forth in Section 5.2 shall survive the termination of this Agreement and continue to be applicable to the Agreement, unless otherwise specifically agreed to by the Parties.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Engineer shall maintain insurance, as required by the Initial Agreement, during the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.2 CITY AS ADDITIONAL INSURED. The City shall be named as an Additional Insured on all of the Engineer's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance. The Engineer shall provide to the City any defense provided by the Engineer's general liability insurance policies.

5.1.3 PROOF OF INSURANCE. Upon request from the City, the Engineer shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein, or copies thereof, shall be attached hereto and incorporated for all purposes as **Attachment “B”**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION.

The Engineer agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, City) against all claims, damages, liabilities or costs, including reasonable attorneys’ fees and defense costs in proportion to Engineer’s liability, to the extent caused by the Engineer’s negligent acts, intentional torts or errors and omissions in the performance of professional services under this Agreement and that of its subcontractors over which Engineer exercises control or anyone for whom the Engineer may legally be held liable for.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) against all damages, liabilities or costs including reasonable attorneys’ fees and defense costs, to the extent caused by the City’s negligent acts in connection with projects under the Agreement and amendments thereto or anyone for whom the City is legally liable, provided however, the liability of the City shall be subject to its sovereign immunity and the City reserves and does not waive its rights of sovereign immunity and similar rights, including but not limited to any immunity, rights, defenses, and limitations on monetary damages under the Texas Tort Claims Act, as may be amended.

Neither the City nor the Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party’s own negligence, or for the negligence of others except as is specifically provided for herein.

ARTICLE VI. GENERAL PROVISIONS

6.1 ENGINEER’S QUALITY OF WORK. Services provided by the Engineer under this Agreement shall be performed with the professional skill and care ordinarily provided by competent engineers practicing in El Paso County, Texas and under the same or similar circumstances and professional license, and such work shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

6.2 AUDITING RECORDS FOR THIS PROJECT. Engineer’s records subject to audit

shall include but not be limited to records which, in the City's discretion, have a bearing on matters of interest to the City in connection with the Engineer's work on the Parks Improvement Project for the City and shall be open to inspection and subject to audit and/or reproduction by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Engineer's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursable expenses, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs as they may apply to costs associated with this Agreement. In those situations where Engineer's records have been generated from computerized data, Engineer agrees to provide City's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The City or its designee shall be entitled, at its expense, to audit all of the Engineer's records related to this Project, and shall be allowed to interview any of the Engineer's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying (at the City's sole expense) of selected documents from time to time at reasonable times, places and charges to the City if Engineer is making copies for the City under this section at the request of the City.

6.3 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the City and the Engineer, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

6.4 VENUE. For the purpose of determining the place and the law governing the same, this Agreement is entered into in the Town of Horizon City and in the County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

6.5 GOVERNING LAW. The Engineer shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

6.6 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

6.7 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

6.8 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the City: The Town of Horizon City
Ruben Mendoza, Mayor
14999 Darrington Road
Horizon City, Texas 79928

With a Copy to: The Town of Horizon City
Teresa Quezada, PhD., CNU-A
CIP Manager
14999 Darrington Road
Horizon City, Texas 79928

To the Engineer: Huitt-Zollars, Inc.
Attn: Isabel Vasquez, P.E.
5822 Cromo Drive, Suite 210
El Paso, Texas 79912

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

6.9 CONFLICTING PROVISIONS - ATTACHMENTS. Any provision contained in any Attachments to this Agreement or the Initial Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

6.10 ENTIRE AGREEMENT FOR PROJECT. This Agreement, along with the Initial Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral, with respect to the Park Improvement Project defined under this Agreement. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OF HORIZON CITY:

Ruben Mendoza, Mayor

Dated: December _____, 2020

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Bertha A. Ontiveros
Assistant City Attorney

Teresa Quezada, PhD., CNU-A
CIP Manager

ENGINEER:
Huitt-Zollars, Inc.

By: _____

Printed name: _____

Title: _____

Dated: December _____, 2020

(Acknowledgements on the following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of December 2020, by **Ruben Mendoza**, as **Mayor** of the **Town of Horizon City, Texas**.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of December 2020, by _____, as _____ of **Huitt-Zollars, Inc.**

Notary Public, State of Texas

My commission expires:

Memorandum

To: Michelle Padilla, AICP, CNU-A
Planning Director
Town of Horizon City

From: Isabel Vasquez, PE
Huitt-Zollars, Inc.

Subject: Corcoran "Corky" Park Improvements-Construction Management Services

Date: November 12, 2020

Huitt-Zollars is submitting fee proposal for the Town's consideration for the Corcoran "Corky" Park Improvements Construction Management Services.

Please find the attached Scope of Services and fee breakdown.

Deliverables

Deliverables consist of reviewed submittals, the RPR daily field logs and photos, and Closeout documents, progress meeting minutes, reviewed certified payrolls, and approved Contractor Pay Applications.

Schedule

Upon the Town's authorization to proceed, Huitt-Zollars will perform the tasks as outlined in the Scope of Services. The Contractor's construction schedule is 300 calendar days, Huitt-Zollars will follow the construction schedule.

Compensation

Huitt-Zollars fees of **\$108,875** are proposed **Construction Management Office Support (Lump Sum)** and **\$180,382** for **RPR Inspection Services (Hourly)**. Detailed breakdowns of the fees are enclosed for your review.

Thank you for the opportunity to provide this proposal. Please feel free to call if you have any questions.

Attachment A

TOWN OF HORIZON CITY

CORCORAN "CORKY" PARK IMPROVEMENTS

SCOPE OF SERVICES CONSTRUCTION ADMINISTRATION AND RPR SERVICES

SCOPE OF SERVICES

The Construction Manager shall provide the following Office Administration and Field Construction Management Services for this project:

A. OFFICE CONSTRUCTION ADMINISTRATION SERVICES (LUMP SUM)

1. Provide office construction administration services to include consulting with and advising Owner on resolutions of problems due to actual field conditions encountered; and reviewing shop drawings and submittals from Contractor for compliance with design concepts.
2. Provide the following field support services:
 - a. Conduct pre-construction conference; develop agenda; list of invitees; mail notices; and provide conference minutes.
 - b. Set-up and maintain electronic management system (Newforma)
 - c. Make periodic visits to project site at intervals appropriate to various stages of construction to observe the quality of the executed work and report to Owner.
 - d. Issue instructions from Owner to Contractor, through the RPR.
 - e. Provide construction administration and supervise field staff for the project.
 - f. Review and approve shop drawings and submittals.
 - g. Conduct bi-weekly progress meetings and prepare and distribute meeting minutes.
 - h. Provide monthly activities report whether invoice is sent or not.
 - i. Make necessary interpretations and clarifications of Contract Documents.
 - j. Prepare work directive changes (WDC) within 2 working days of change occurrence. Ensure issuance of approved WDC within 5 working days. WDCs shall include Estimate of Probable Cost, the probable impact to time (or lack thereof), and requires the signature of the Owner's Project Administration Manager. Construction Manager shall subsequently negotiate the cost of each Work Directive Change and incorporate such changes to a proposed Change Order, with appropriate documentation attached, for Owner's written acceptance. Construction Manager is not authorized to commit to a final price or time extension without the written acceptance of the Owner in the form of a Change Order. A cost-price analysis shall be submitted with the proposed Change Order. When outside funding agencies are involved, they review and approve change orders for the following: Eligibility of funding; cost-price analysis; compliance with state design

criteria; and environmental determination.

- k. Review and provide decisions as to suitability of work to RPR.
- l. Review and provide decisions as to suitability of work to RPR
- m. Approve amounts of progress payments due to Contractor based on completion of work and recommend issuance of such payments by the Owner. Transmit with Contractor's and Subcontractor's payrolls to Owner.
- n. Provide substantial completion inspection walk-through of the project with Contractor.
- o. Issue Certificate of Substantial Completion timely. Include punch list items and all other closeout requirements. Submit to Owner for signature. Contractor's Retainage shall not be reduced below 5% without the written consent of the Owner. When outside funding agencies are involved, their approval of this reduction is required.
- p. Perform final inspection of project, recommend acceptance; and provide Certificate of Final Completion, along with a complete closeout package, and submit to Owner's Contracts office timely. An evaluation of Contractor's performance on the project shall be submitted as part of the closeout package.

B. FIELD ENGINEERING AND INSPECTION SERVICES (HOURLY)

Provide a Resident Project Representative (RPR) to perform work in accordance with Suggested Listing of Duties, Responsibilities and Limitations of Authority of Resident Project Representative prepared by Engineer's Joint Contract Documents Committee, and superseded in amended form below:

- a. Review and approve the progress schedule updates and the schedule of Shop Drawing submittals prepared by Contractor. Consult with Construction Manager concerning acceptability.
- b. Attend meetings with Contractor, such as progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- c. Serve as the liaison with Contractor, working principally through Contractor's superintendent. Report to Construction Manager when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Construction Manager.
- d. Serve as Owner's liaison with Contractor when Contractor's operation affects Owner's on-site operations. Obtain from Owner additional details or information when required for proper execution of the work.
- e. Record date of receipt of Shop Drawing and samples of materials. Submit to Office Construction Manager.
- f. Accompany Contractor to videotape the project corridor before start of construction and after completion to document pre- and post-project conditions.
- g. Advise Contractor he may not commence any Work requiring a Shop Drawing or sample if the submittal has not been approved.
- h. Conduct on-site observations of the Work in progress. Advise the Construction Manager if the Work is, in general, proceeding in accordance with the Contract Documents.

- i. Notify the Construction Manager whenever Work is believed to be unsatisfactory, faulty, defective, not in conformance with the Contract Documents, damaged, or not meeting the requirements of any inspection, test or approval required to be made; and advise the Contractor of Work that Construction Manager believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- j. Verify that test, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and the Contractor maintains adequate records thereof; and observe, record and report to the Construction Manager appropriate details relative to the test procedures and start-ups.
- k. Schedule field compliance tests and retests, confirm that these tests are conducted in the presence of the appropriate personnel; observe, record and report the appropriate test results. Maintain records of failed tests.
- l. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, and record the results of these inspections and report to Construction Manager.
- m. Ensure Wage Rates are posted on site. Ensure all payrolls from prime and subcontractors are submitted with each monthly pay request as a condition precedent to approval and perform quality assurance reviews, as well as periodic interviews of various contractor employees on site. QA consists of performance of a representative number of checks of each prime and subcontractor payroll against the wage scale. Highlight the employee rates checked before turning over reports with payrolls each month. Ensure NPDES Permit and SW3P is posted at site and followed by Contractor. Ensure Notice of Termination is included with the close-out package.
- n. Consider and evaluate Contractor's suggestions for modifications to drawings or specifications and transmit recommendations to Engineer. Notify Contractor of the decision.
- o. Maintain for use at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, Contract Documents including all Addenda, Work Directive Changes, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- p. Keep a daily log recording Contractor's hours on the job site, weather conditions, equipment on site where applicable, data relative to questions about Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of the observing test procedures. Send copies to Construction Manager.
- q. Record names, addresses and telephone numbers of all Contractor, subcontractors and major suppliers of materials and equipment.
- r. Prepare monthly reports of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals. Submit reports with invoices and payrolls on a monthly basis.
- s. Notify Owner in advance of scheduled major tests, inspections, or start of important phases of the Work. Coordinate with Owner's operations staff.
- t. Obtain backup material from Contractor and prepare proposed Work Directive Changes, Change Orders, and Field Orders and forward to Office Construction Manager for negotiation.
- u. Notify Owner immediately upon the observation or notification of any accident.

- v. Review and recommend approval of payment requests by:
 - 1. Reviewing and approving the Contractor's estimate of the amount of work completed to date.
 - 2. Reviewing the Contractor's estimate of stored materials delivered to the job site but not incorporated in the Work completed to date. Ensure invoice for materials is attached.
 - 3. Ensure receipt in next month's pay application of paid invoice for stored materials approved in previous month's application for payment.
 - 4. Ensure the Contractor and Subcontractor payrolls accompany each request. Check for compliance with Wage Rate Schedule, perform periodic Employee Site Interviews using attached *Record of Employee Interview* form, Exhibit D. Turn in to Owner bi-monthly.
- w. During the course of the Work, review certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor that are applicable to the items actually installed and are in accordance with the Contract Documents. Forward this material to Office Construction Manager prior to issuance of Certificate of Substantial Completion to the Contractor.
- x. Recommend issuance of Certificate of Substantial Completion. Attach a list of observed items (punch list) requiring completion or correction.
- y. Attend final inspection in the company of Construction Manager, Owner, and Contractor and prepare a final list of items to be completed or corrected.
- z. Ensure that all items on final list have been completed or corrected and make recommendations to the Construction Manager to issue the Certificate of Final Completion for Owner's signature.
- aa. Limitations of Authority. Resident Project Representative:
 - 1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Construction Manager.
 - 2. Shall not exceed limitations of Construction Manager's authority as set forth in the Agreement or the Contract Documents.
 - 3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
 - 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
 - 5. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
 - 6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
 - 7. Shall not authorize Owner to accept the Project in whole or in part.
 - 8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Construction Manager.

C. SUBCONSULTANT SERVICES

Not included in this contract.

D. OWNER's SERVICES

None

DESMOND CORCORAN "CORKY" PARK IMPROVEMENTS

CONSTRUCTION PHASE SERVICES

PRIME CONSULTANT:
HUITT-ZOLLARS, INC.

November 6, 2020

1	DIRECT LABOR	MANHOURS	RATE/HOUR	COST	TOTAL
LABOR: OFFICE AND CONSTRUCTION SUPPORT					
	Principal in Charge - Isabel Vasquez, PE	2	\$250.00	\$500	
	Construction Manager - Roxanna Rivera, P.E.	290	\$175.00	\$50,750	
	Project Engineer-Luis Valdez, EIT	429	\$115.00	\$49,335	
	Resident Project Representative - Lalo Cordero	10	\$130.00	\$1,300	
	CAD/Tech - Josh Klages	8	\$85.00	\$680	
	Project Support - Mercy Kieffe	62	\$85.00	\$5,270	
	TOTAL MANHOURS	801			\$107,835
2 DIRECT COSTS					
	OUTSIDE PRINT. & REPRO. (REPORTS, PHOTOS)			\$100.00	
	MILEAGE @ \$0.58/MILE: To City @ 60 mi/trip 27 trips (Deliveries/Mtgs)			\$939.60	
	Engineer to Site @ 60 mi/trip 22 (Site Visits); 2 (Res. Contr prblms); 2 (substn/final); 1 (Pre-Construction)= 27 trips				
	TOTAL DIRECT COSTS				\$ 1,040
3 SUBTOTAL CONTRACT COST, SUMMATION OF ITEMS 5-6 (OFFICE AND CONSTRUCTION SUPPORT)					\$108,875
4	DIRECT LABOR	MANHOURS	RATE/HOUR	COST	TOTAL
LABOR: Field Engineering/Inspection Services					
	Resident Project Representative - Lalo Cordero	1330	\$130.00	\$172,900	
	TOTAL MANHOURS	1330			\$ 172,900.00
5 DIRECT COSTS					
	MILEAGE @ \$0.58/MILE:			\$7,482.00	
	RPR to Site @ 60 mi/trip = 215 trips				
	TOTAL DIRECT COSTS				\$ 7,482.00
6 SUBTOTAL CONTRACT COST, SUMMATION OF ITEMS 8-11 (FIELD ENGINEERING AND INSPECTION)					\$ 180,382.00
7 TOTAL CONTRACT COST					\$ 289,256.60

DESMOND CORCORAN "CORKY" PARK IMPROVEMENTS

CONSTRUCTION PHASE SERVICES

MANHOUR ESTIMATE

11/12/20

Task	Description	PIC/QC	Construction Manager	Project Engineer	Resident Project Representative	CADD	Project Support	Total Hours
		Isabel Vasquez \$ 250.00	Roxanna Medina \$ 175.00	Luis Valdez \$ 115.00	Lalo Cordero \$ 130.00	Josh Klages \$ 85.00	Mercy Kieffe \$ 85.00	
Construction Phase Services								
B	Office and Field Engineering							
1	Office & Field Engineering Support Services							
	a. Prepare and conduct a pre-construction meeting, prepare minutes		3	4			1	8
	b. Set-up and maintain electronic management system. (Newforma)		40	20			20	80
	c. Make periodic visits to project site (20 visits total; 3 hours per visit)		30	30				60
	d. Issue instructions from owner to contractor thru RPR		32					32
	e. Provide construction administration and supervise field-engineering staff for the project. (5 hrs/wk for 40 weeks)		40	160				200
	f. Review Shop Drawings and submittals		8	24				32
	g. Conduct bi-weekly progress meetings and prepare and dist. minutes (22 mtgs. @ 3.0 hrs/mtg)		40	60			16	116
	h. Provide monthly activities report (10 reports @3.0 hrs./report)		10	24			12	46
	i. Make necessary interpretations and clarifications of contract documents		16	8				24
	j. Answer and respond to RFIs from contractor. Coordinate with Site Southwest on RFIs.		16	24				40
	k. Review and prepare work directive changes (WDC), negotiate with Contractor, prepare cost-price analysis, coordinate with agencies		12	24		4	8	48
	l. Review and provide decision as to suitability of work to RPR		8	24				32
	m. Approve amounts of progress payments due to Contractor (10 x 2 hr / ea)		20		10			30
	n. Provide substantial completion inspection walk-thru		6	8				14
	o. Issue engineer's certificate of substantial completion		1	3			1	5
	p. Perform final inspection of project; prepare engineer's certificate of final completion; close out package; and evaluation of contractor's performance.	2	8	16		4	4	34
Sub-totals		2	290	429	10	8	62	801
Sub-cost		\$ 500	\$ 49,300	\$ 49,335	\$ 1,300	\$ 680	\$ 4,030	\$ 105,145
C	Field Engineering and Inspection Services							
	(8 hrs/day for 30 working days 6 hrs/day for 175 working days; 4 hrs/day for 10 days)				1330			1330
Sub-totals		0	0		1330	0	0	1330
Sub-cost		\$ -	\$ -		\$ 172,900	\$ -	\$ -	\$ 172,900
Total Man-hours		2	290	429	1340	8	62	2131
Total Cost		\$ 500	\$ 49,300	\$ 49,335	\$ 174,200	\$ 680	\$ 4,030	\$ 278,045
		Prin.	Project Manager	Project Engineer	Resident Project Representative	CADD	Project Support	Total Hours

THE STATE OF TEXAS)
)
COUNTY OF EL PASO) **FIRST AMENDMENT TO**
) **ENGINEERING SERVICES AGREEMENT FOR**
) **PROFESSIONAL SERVICES**
) **(RFQ #2020-001 TOD-TC)**
) **(ENVIRONMENTAL ASSESSMENT)**

This First Amendment to the Engineering Services Agreement dated _____, 2020 (“Agreement”) is made and effective on the last date written on the signature page, by and between the **TOWN OF HORIZON CITY**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**City**”, and **Huitt-Zollars, Inc.**, a Texas Corporation, hereinafter referred to as the “**Engineer**”.

RECITALS

WHEREAS, the Town of Horizon City has identified in its Comprehensive Plan, Shaping our Horizon: 2030 an 82-acre site to develop as a transit oriented development (“TOD”) area, generally located at the intersection of Darrington Road and Horizon Boulevard and near the Town’s new municipal facility on Darrington Road.

WHEREAS, the City issued a Request for Qualifications, RFQ No. 2020-0001, for the first phase of the TOD, the Professional Engineering Services for Transit Oriented Town Center – Estimating and Preliminary Planning Services Phase 1 (“TOD-TC” or “Project”), relating to the City's 2018 Parks and Municipal Facilities Capital Improvement Program ("CIP") as approved by City Council on May 15, 2018, attached hereto as Attachment “A” (“RFQ”);

WHEREAS, the Engineer submitted its Statement of Qualifications in response to such RFQ and is a qualified architect/engineering firm and was selected through the City's approved Architect and Engineering (A/E) Selection Process, in accordance with all applicable state and local laws and ordinances;

WHEREAS, the Parties entered into the Agreement for on-call professional engineering services with respect to Estimating and Preliminary Planning Services Phase I and related TOD-TC services, including, but not limited to, the evaluation of the feasibility of a Tax Increment Reinvestment Zone and TOD services; and

WHEREAS, the Parties now desire to enter into a first amendment to the Agreement with respect to engineering services necessary to prepare an environmental assessment pursuant to the rules and regulations of the U.S. Department of Agriculture, as set forth in this First Amendment (“EA Project”).

AGREEMENT

NOW, THEREFORE, for the consideration set forth in the Agreement and this Second Revision to Amendment, City and the Engineer agree to the revise the Amendment by adding the following provisions to the Agreement.

- A. All provisions not amended herein remain in full force and effect and Engineer shall

continue the insurance provided pursuant to this Agreement.

- B. All provisions generally applicable to the obligations of the Engineer with respect to the work and processes established in the First Amendment to the Agreement shall be applicable to the work, services and processes for the services under this First Amendment for the EA Project, as set forth in Exhibit A, Additional Services – Environmental Assessment, attached hereto and incorporated herein. This includes but is not limited to requirements for invoicing, assigning costs not enumerated, term and suspension, termination, insurance, indemnification, opinion of probable costs, copyright and auditing records.

ARTICLE I. ATTACHMENTS

1.1.1 The attachments listed herein and attached to this Second Revision to the Amendment are incorporated herein by reference for all purposes, as follows:

Attachment “F-1” Environmental Assessment Scope of Services and Deliverable Schedules (Additional Services – Environmental Assessment)

Attachment “F-2” Environmental Assessment Budget and Rate Schedule (Additional Services – Environmental Assessment)

ARTICLE II. PROJECT COVERED UNDER THIS AMENDMENT

2.1.1 The City hereby agrees to retain the Engineer and the Engineer agrees to perform professional services for the EA Project as professional Engineer for the EA Project covered by this First Amendment (Environmental Assessment) and shall consist of the Engineer’s completion of the Scope of Services as further described in **Attachment “F-1”**. Such Scope of Services shall be completed in accordance with the identified schedule and rates described in **Attachment “F-1” and “F-2”**.

ARTICLE III. ENGINEER FEES AND PROJECTS BUDGET

3.1.1 PAYMENT TO ENGINEER. The City shall pay to the Engineer for the EA Project services under this First Amendment described herein an amount not to exceed Twenty Nine Thousand Seven Hundred Seventy Four and no/100 Dollars (**\$29,774.00**) for all basic services and reimbursable expenses performed pursuant to the services added by this First Amendment to the Agreement. The Engineer’s fee proposal for the performance of all services under this Amendment and reimbursable expenses is attached hereto as **Attachment “F-2”**. Payments to the Engineer shall be made pursuant to the schedule enumerated within **Attachment “F-1”**.

3.2.1.1 The additional services are added by this First Amendment to the Agreement to add environmental phase services to be provided by the Engineer for this Project, which are identified as the scope of services, attached hereto as **Attachment “F-1”** and incorporated into this Agreement for all purposes.

3.3.1.1 ENGINEER’S INVOICES. The Engineer shall bill the City separately for the services under this First Amendment to the Agreement, identified as the additional services, through written invoices pursuant to the schedule established in **Attachment “F-1” and “F-2”**.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1.1 PERIOD OF SERVICE. The services called for under the First Amendment for the EA Project shall begin upon the issuance of a Notice to Proceed from the CIP Manager. The Engineer shall complete the requested services in accordance with the timelines and schedules outlined in **Attachment “F-1”**.

ARTICLE VI. GENERAL PROVISIONS

6.1.1 CONTRACT TIME. Engineer understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of the services under this First Amendment within the time schedules indicated within **Attachment “F-1”**, as applicable to the services to be provided pursuant to this revision. It is acknowledged that the Engineer does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables that are affected by aspects of the design or construction process that are not within its control by a certain date. The Engineer shall timely notify the CIP Manager of any delay beyond its control and the CIP Manager shall extend the time schedule in the event of delays which the CIP Manager reasonably determines are beyond the control of the Engineer. The Engineer will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment “F-1” and “F-2”**.

6.3.1 ENGINEER’S QUALITY OF WORK. The City’s review of any documents prepared by the Engineer is only general in nature and its option to approve and accept the work in no way relieves the Engineer of responsibility for any specific deficiencies in its professional service. The Engineer’s and its sub-consultant’s services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and in accordance with the time periods established in **Attachment “F-1”** and which shall be adjusted, if necessary, as this Second Revised project proceeds. This schedule shall include allowances for periods of time required for the City’s review, for the performance of the City’s Engineers, if applicable, and for approval of submissions by

authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Engineer or City. Services provided by the Engineer under this Amendment shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

6.13.1 ENTIRE AGREEMENT. This First Amendment, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral, with respect to the EA Project defined under this First Amendment (Additional Services – Environmental Services). This First Amendment shall not be amended or modified, except by written amendment, executed by both parties.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OF HORIZON CITY:

Ruben Mendoza, Mayor

Dated: December _____, 2020

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Bertha A. Ontiveros
Assistant City Attorney

Teresa Quezada, PhD., CNU-A
CIP Manager

**ENGINEER:
Huitt-Zollars, Inc.**

By: _____

Printed name: _____

Title: _____

Dated: December _____, 2020

(Acknowledgements on the following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of December 2020, by **Ruben Mendoza**, as **Mayor** of the **Town of Horizon City, Texas**.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of December 2020, by _____, as _____ of **Huitt-Zollars, Inc.**

Notary Public, State of Texas

My commission expires:

EXHIBIT “F-1”

ENVIRONMENTAL ASSESSMENT SCOPE OF SERVICES

EXHIBIT “F-2”

**ENVIRONMENTAL ASSESSMENT BUDGET
AND DELIVERABLE SCHEDULES**

Memorandum

To: Michelle Padilla, AICP, CNU-A
Planning Director
Town of Horizon City

From: Isabel Vasquez, PE
Huitt-Zollars, Inc.

Subject: Municipal Facilities Phase I-Environmental Report –Revised Fee Proposal

Date: Revised November 12, 2020

Huitt-Zollars is submitting revised fee proposal for the Town’s consideration for the preparation of the Environmental Report for the Municipal Facilities-Phase I.

The scope of services will follow Exhibit C-Categorical Exclusions document 1970-B.

Deliverables

Deliverables consist of the draft and final environmental report.

Schedule

Upon the Town’s authorization to proceed, Huitt-Zollars will perform the tasks as outlined in the Scope of Services.

Draft Report	6 weeks from NTP
Final Report	2 weeks from receiving comments on draft report

Compensation

Huitt-Zollars fee of **\$29,774** is proposed to prepare the Environmental Report.

Thank you for the opportunity to provide this proposal. Please feel free to call if you have any questions.

TASK	Principal (Greg wine)		Sr. Project Mgr (Floyd Johnson)		QA/QC (Isabel Vasquez)		Sr. Civil Engineer (Roxanne Medina)		Engineering Intern (Nancy Lopez)		Sr. Designer (Francisco Monarrez)		Survey Tech (John Zavala)		Project Support (Mercy Kieffe)		Hours	Totals
	Hours	\$250.00	Hours	\$185.00	Hours	\$225.00	Hours	\$162.00	Hours	\$95.00	Hours	\$121.00	Hours	\$85.00	Hours	\$82.00		
Project Description and Location	1		4		1		1		16		4				1		28	\$3463.00
Land Use and Socioeconomics			4		1		1		16		0				1		23	\$2729.00
Historic Resources			4		1		1		16		0				1		23	\$2729.00
Archeological Resources (Threatened/Endangered/Biological)			4		1		1		16		4				1		27	\$3213.00
Wetlands (NWP, Rgional, Individual, ConAct)			4		1		1		16		0				1		23	\$2729.00
Floodplain Impact			4		1		1		16		4				1		27	\$3213.00
Goastal Area			4		1		1		4		0				1		11	\$1589.00
Farmland Impacts			4		1		1		4		0				1		11	\$1589.00
Environmental Risk Management			4		1		1		16		4				1		27	\$3213.00
Other Resources			4		1		1		16		0				1		23	\$2729.00
Pre-Final Review Meeting			4		0		0		4		0				0		8	\$1120.00
Final Submittal			4		0		0		4		0				0		8	\$1120.00
Subtotal	1	\$ 250.00	48	\$ 8,880.00	10	\$ 2,250.00	10	\$ 1,620.00	144	\$ 13,680.00	16	\$ 1,936.00	0	\$ -	10	\$ 820.00	239	\$ 29,436.00
Total	1	\$ 250.00	48	\$ 8,880.00	10	\$ 2,250.00	10	\$ 1,620.00	144	\$ 13,680.00	16	\$ 1,936.00	0	0	10	820	239	29436

TOTAL SALARY COST		\$29,436.00
TOTAL LABOR		\$29,436.00
TOTAL PROFIT on LABOR (12%)		
SUB-TOTAL		\$29,436.00
DIRECT COSTS		\$338.00
SUBCONSULTANTS	\$ -	
List names	Amounts to match proposals (include proposals)	
TOTAL SUBS		
3% (max) on Subs		

DIRECT COSTS	UNIT	PRICE	QTY	TOTAL
Printing Costs	1	\$ 200.00	1	\$ 200.00
Mileage @ \$0.575/mi: To Project Site @ 60 mi/trip 4 trips	1	\$ 138.00	1	\$ 138.00
TOTAL				\$338.00

Total Lump Sum \$29,774



P.O. Box 982
El Paso, Texas
79960-0982
(915) 543-5711

Mayor Ruben Mendoza
Town of Horizon City
14999 Darrington Road
Horizon City, TX 79928

***Application of El Paso Electric Company to Amend its
Certificate of Convenience and Necessity for the Proposed Pine Substation to
Seaback Substation 115-kV Transmission Line in El Paso County, Texas***

Public Utility Commission of Texas (PUC) Docket No. 51476

Dear Mr. Mendoza,

To continue providing reliable service to our customers, El Paso Electric Company (EPE) has filed an application with the Public Utility Commission of Texas (Commission or PUC) for authority to construct a new 115-kV transmission line in El Paso County, Texas.

The routing options for the proposed transmission line range from 8.88 to 12.39 miles in length and EPE plans to construct the transmission line on steel single-pole structures. The estimated cost of the proposed transmission line ranges from \$6.4 million to \$11.6 million, depending on the routing option ultimately approved by the PUC. The associated substation costs remain the same for all routes and are estimated to be an additional \$11.2 million.

If you have questions about the transmission line you may contact Edward Madrid at (915) 543-585. A detailed routing map may be downloaded from EPE's website at: <https://www.epelectric.com/company/projects/eastside-loop-expansion-115-kv-transmission-line>.

All routes and route segments included in this notice are available for selection and approval by the Public Utility Commission of Texas.

Due to the COVID-19 pandemic, the preferred method for you to file your request for intervention is electronically, and you will be required to serve the request on other parties by email. Therefore, please include your own email address on the intervention form. Instructions for electronic filing via the "PUC Filer" on the Commission's website can be found here: <https://interchange.puc.texas.gov/filer>. Instructions for using the PUC Filer are available at http://www.puc.texas.gov/industry/filings/New_PUC_Web_Filer_Presentation.pdf. Once you obtain a tracking sheet associated with your filing from the PUC Filer, you may email the tracking sheet and the document you wish to file to: centralrecords@puc.texas.gov. For assistance with your electronic filing, please contact the Commission's Help Desk at (512) 936-7100 or

Page 2

helpdesk@puc.texas.gov. You can review materials filed in this docket on the PUC Interchange at: <http://interchange.puc.texas.gov/>.

If you are unable to file your request for intervention electronically, you may file your request for intervention by mailing a hard copy of your request to the PUC. The PUC should receive a letter from you requesting intervention by the intervention date of December 31, 2020. Mail the request for intervention and 10 copies of the request to:

Public Utility Commission of Texas
Central Records
Attn: Filing Clerk
1701 N. Congress Ave.
P.O. Box 13326
Austin, Texas 78711-3326

Persons who wish to intervene in the docket must also send a copy of their request for intervention to all parties in the docket and all persons that have pending motions to intervene, at or before the time the request for intervention is sent to the PUC. ***The only way to fully participate in the PUC's decision on where to locate the transmission line is to intervene in the docket. It is important for an affected person to intervene because the utility is not obligated to keep affected persons informed of the PUC's proceedings and cannot predict which route may or may not be approved by the PUC.***

The deadline for intervention in the docket is December 31, 2020, and the PUC should receive a request from anyone requesting intervention by that date.

The PUC has a brochure entitled "Landowners and Transmission Line Cases at the PUC." Copies of the brochure are available from Edward Madrid at (915) 543-5853 or may be downloaded from the PUC's website at www.puc.state.tx.us. To obtain additional information about this docket, you may contact the PUC's Customer Assistance Hotline at (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the PUC's Customer Assistance Hotline at (512) 936-7136 or toll free at (800) 735-2989. In addition to the intervention deadline, other important deadlines may already exist that affect your participation in this docket. You should review the orders and other filings already made in the docket.

A map illustrating EPE's proposed routing options is enclosed for your review as well as descriptions of the routing options.

Sincerely,



Edward Madrid
Senior Project Manager

Enclosure

*Application of El Paso Electric Company to Amend its
Certificate of Convenience and Necessity for the Proposed Pine Substation to
Seaback Substation 115-kV Transmission Line in El Paso County, Texas*

Public Utility Commission of Texas (PUC) Docket No. 51476

**Proposed Alternative Routes Not Listed in Any Order of
Preference or Priority**

Proposed Alternative Route No.	Segment Combination	Total Length (miles)
1	A1-G1-O1	12.25
2	C1-H1-L1-P1-Q1	8.88
4	A1-G1-K1-L1-P1-Q1	12.33
5	B1-F1-E1-H1-L1-P1-Q1	12.36
8	B1-J1-M1-P1-Q1	12.39
9	C1-E1-I1-S1-Q1	10.59

Route Segment Descriptions

The routing segment options below for the proposed transmission line have been combined to form the proposed alternative routes above that range from 8.88 to 12.39 miles in length.

Segment A1

Segment A1 begins at the Pine Substation Site, located east of the city of El Paso, Texas, approximately 1.51 miles southeast of the intersection of United States Highway (US) 180 and Ballard St./Desert Storm Rd., on the south side of La Pine Ave., in El Paso County, Texas. From the Pine Substation Site, Segment A1 proceeds east for approximately 0.51 mile to an angle point, along the south side of La Pine Ave. From this angle point, Segment A1 proceeds east-southeast for approximately 0.76 mile to an angle point. From this angle point, Segment A1 proceeds southeast for approximately 1.19 mile to an angle point, along the west side of Connelly Dr. From this angle point, Segment A1 proceeds east-southeast for approximately 0.22 mile to an angle point, on the west side of Connelly Dr. From this angle point, Segment A1 proceeds south for approximately 1.42 miles to an angle point. From this angle point, Segment A1 proceeds southeast for approximately 0.06 mile to an angle point. From this angle point, Segment A1 proceeds south for approximately 0.06 mile to an angle point. From this angle point, Segment A1 proceeds southwest for approximately 0.16 mile to the intersection of Segments A1 and G1.

Segment B1

Segment B1 begins at the Pine Substation Site, located east of the city of El Paso, Texas, approximately 1.51 miles southeast of the intersection of United States Highway (US) 180 and Ballard St./Desert Storm Rd., on the south side of La Pine Ave., in El Paso County, Texas. From the Pine Substation Site, Segment B1 proceeds west for approximately 0.86 mile to a slight angle

point, along the south side of La Pine Ave. From this slight angle point, Segment B1 proceeds west-southwest for approximately 0.06 mile to a slight angle point. From this slight angle point, Segment B1 proceeds west for approximately 0.33 mile to an angle point. From this angle point, Segment B1 proceeds south for approximately 1.27 mile to an angle point, on the east side of County Road (CR) 920. From this angle point, Segment B1 proceeds southwest for approximately 0.49 mile to a slight angle point, crossing then paralleling CR 920 on the west. From this slight angle point, Segment B1 proceeds southwest for approximately 0.06 mile to a slight angle point, along the west side of CR 920. From this angle point, Segment B1 proceeds south for approximately 0.17 mile to a slight angle point, along the west side of CR 920. From this angle point, Segment B1 proceeds south for approximately 0.04 mile to a slight angle point, along the west side of CR 920. From this slight angle point, Segment B1 proceeds southeast for approximately 0.34 mile to an angle point, along the west side of CR 920. From this angle point, Segment B1 proceeds southwest for approximately 0.45 mile to a slight angle point. From this slight angle point, Segment B1 proceeds south-southwest for approximately 0.10 mile to a slight angle point. From this slight angle point, Segment B1 proceeds southwest for approximately 0.16 mile to an angle point. From this angle point, Segment B1 proceeds south for approximately 0.17 mile to the intersection of Segments B1, F1, and J1.

Segment C1

Segment C1 begins at the Pine Substation Site, located east of the city of El Paso, Texas, approximately 1.51 miles southeast of the intersection of United States Highway (US) 180 and Ballard St./Desert Storm Rd., on the south side of La Pine Ave., in El Paso County, Texas. From the Pine Substation Site, Segment C1 proceeds west for approximately 0.01 mile to an angle point. From this angle point, Segment C1 proceeds south for approximately 2.89 miles to the intersection of Segments C1, E1, and H1.

Segment E1

From the intersection of Segments E1, F1, and I1, **Segment E1** proceeds east for approximately 0.84 mile to the intersection of Segments C1, E1, and H1.

Segment F1

From the intersection of Segments B1, F1, and J1, **Segment F1** proceeds east for approximately 1.02 miles to the intersection of Segments E1, F1, and I1; crossing over to the east side of Ballard St./Desert Storm Rd.

Segment G1

From the intersection of Segments A1 and G1, **Segment G1** proceeds south for approximately 2.70 miles to the intersection of Segments G1, K1, and O1.

Segment H1

From the intersection of Segments C1, E1, and H1, **Segment H1** proceeds south for approximately 0.06 mile to an angle point. From this angle point, Segment H1 proceeds southeast for approximately 0.23 mile to an angle point. From this angle point, Segment H1 proceeds south for

approximately 0.62 mile to a slight angle point. From this slight angle point, Segment H1 proceeds in a southwesterly direction for approximately 0.12 mile to a slight angle point. From this slight angle point, Segment H1 proceeds south for approximately 1.76 miles, to the intersection Segments H1, K1, and L1.

Segment I1

From the intersection of Segments E1, F1, and I1, **Segment I1** proceeds south for approximately 2.92 miles along the east side of Ballard St./Desert Storm Rd., to the intersection of Segments I1, J1, M1, and S1.

Segment J1

From the intersection of Segments B1, F1, and J1, **Segment J1** proceeds south for approximately 0.88 mile to a slight angle point. From this slight angle point, Segment J1 proceeds southeast for approximately 0.08 mile to a slight angle point. From this slight angle point, Segment J1 proceeds south for approximately 1.97 miles to an angle point. From this angle point, Segment J1 proceeds east for approximately 0.99 mile, over to the east side of Ballard St./Desert Storm Rd., to the intersection Segments I1, J1, M1, and S1.

Segment K1

From the intersection of Segments H1, K1, and L1, **Segment K1** proceeds east approximately 2.02 miles to the intersection of Segments G1, K1, and O1.

Segment L1

From the intersection of Segments H1, K1, and L1, **Segment L1** proceeds south for approximately 0.22 mile to the intersection of Segments L1, M1, and P1.

Segment M1

From the intersection of Segments I1, J1, M1, and S1, **Segment M1** proceeds east for approximately 0.97 mile to the intersection of Segments L1, M1, and P1.

Segment O1

From the intersection of Segments G1, K1, and O1, **Segment O1** proceeds south for approximately 0.55 mile to an angle point. From this angle point, Segment O1 proceeds southwest for approximately 0.19 mile to an angle point. From this angle point, Segment O1 proceeds southeast for approximately 0.26 mile to an angle point. From this angle point, Segment O1 proceeds south along the east side of Shadow Mountain Park Rd. for approximately 0.62 mile to an angle point. From this angle point, Segment O1 proceeds in southeast for approximately 0.06 mile to an angle point. From this angle point, Segment O1 proceeds southwest for approximately 0.07 mile to an angle point. From this angle point, Segment O1 proceeds south along the east side of Shadow Mountain Park Rd. for approximately 1.48 miles to an angle point. From this angle point, Segment O1 proceeds west along the north side of Horizon Blvd./FM 1281 for approximately 1.91 miles, crossing Indian Trails Rd., to the Seabeck Substation Site, which is

located east of the town of Horizon City, Texas, approximately 0.05 mile northeast of the intersection of Horizon Blvd./FM 1281 and Seabeck St., in El Paso County, Texas. The Seabeck Substation Site is also approximately four miles east of the intersection of Ascencion Street and Horizon Blvd./FM 1281.

Segment P1

From the intersection of Segments L1, M1, and P1, **Segment P1** proceeds south for approximately 2.95 miles along the west side of Seabeck St., to the intersection of Segments P1, Q1, and S1.

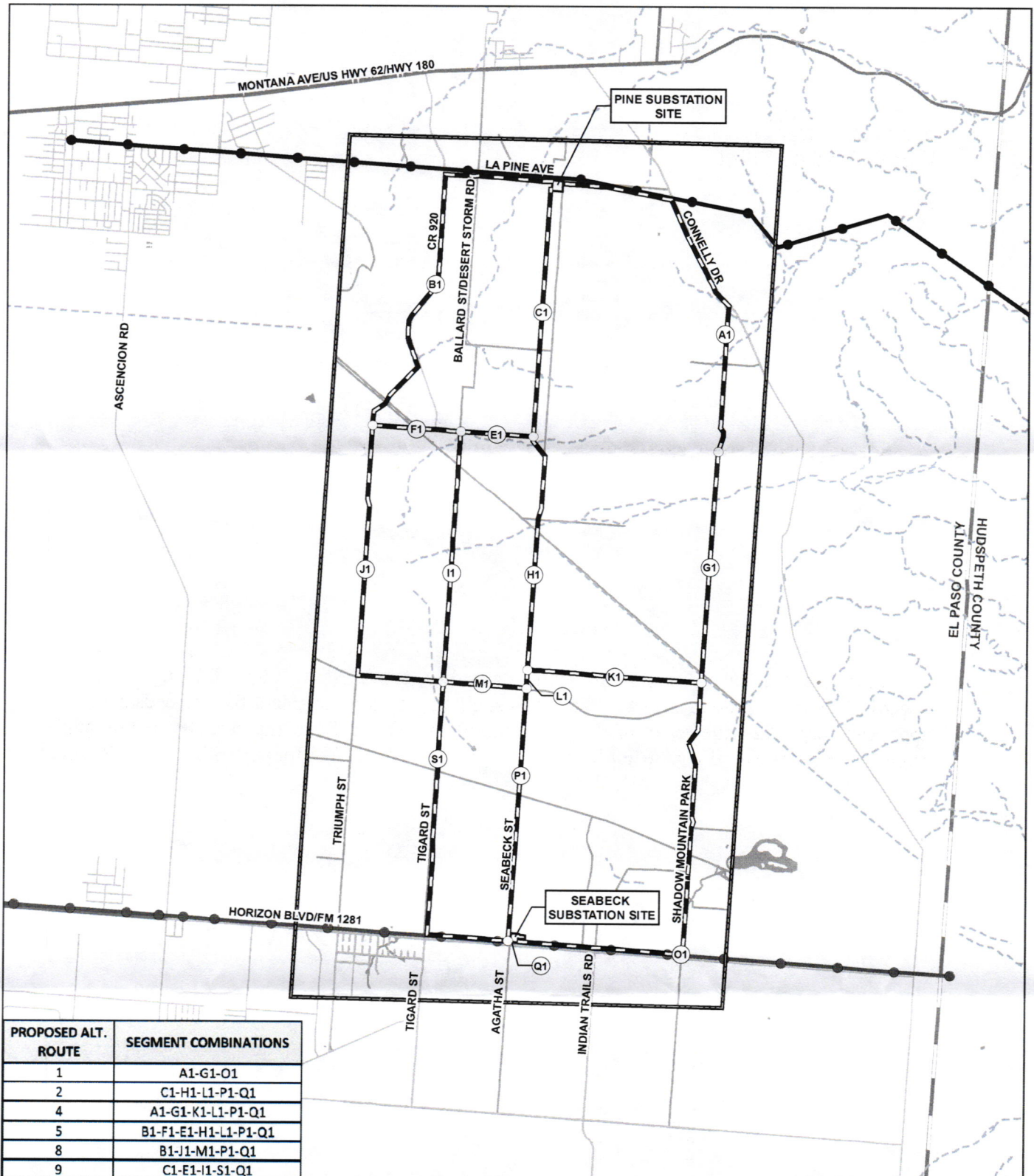
Segment Q1

From the intersection of Segments P1, S1, and Q1, **Segment Q1** proceeds east for approximately 0.03 mile, crossing Seabeck St., to the Seabeck Substation Site, which is located east of the town of Horizon City, Texas, approximately 0.05 mile northeast of the intersection of Horizon Blvd./FM 1281 and Seabeck St., in El Paso County, Texas. The Seabeck Substation Site is also approximately four miles east of the intersection of Ascencion Street and Horizon Blvd./FM 1281.

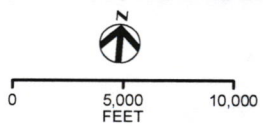
Segment S1

From the intersection of Segments I1, J1, M1, and S1, **Segment S1** proceeds south for approximately 1.87 miles along the east side of Ballard St/Desert Storm Rd to a slight angle point. From this slight angle point, Segment S1 proceeds south (and slightly east) for approximately 0.17 mile to a slight angle point, paralleling Ballard St/Desert Storm Rd for 0.12 mile and then Tigard St. for 0.04 mile to the east. From this slight angle point, Segment S1 proceeds south for approximately 0.92 mile to an angle point, paralleling Tigard St to the east. From this angle point S1 proceeds east along the north side of Horizon Blvd./FM 1281 for approximately 0.94 mile, to the intersection of Segments P1, Q1, and S1.

The PUC will make the final determination of which route will be approved for this transmission line project. Any one of the proposed routing options could be approved by the PUC.



PROPOSED ALT. ROUTE	SEGMENT COMBINATIONS
1	A1-G1-Q1
2	C1-H1-L1-P1-Q1
4	A1-G1-K1-L1-P1-Q1
5	B1-F1-E1-H1-L1-P1-Q1
8	B1-J1-M1-P1-Q1
9	C1-E1-I1-S1-Q1



- PHASE I STUDY AREA
- PLANNED SUBSTATION
- ALTERNATIVE TRANSMISSION LINE SEGMENT
- EXISTING 69 KV TRANSMISSION LINE
- EXISTING 115 KV TRANSMISSION LINE
- STREAM/DRAINAGE
- OPEN WATER
- LOCAL ROAD
- HIGHWAY

**EL PASO ELECTRIC
EASTSIDE LOOP EXPANSION
PHASE I
PROPOSED ALTERNATIVE
ROUTES**





P.O. Box 982
El Paso, Texas
79960-0982
(915) 543-5711

Mayor Ruben Mendoza
Town of Horizon City
14999 Darrington Road
Horizon City, TX 79928

Application of El Paso Electric Company to Amend its Certificate of Convenience and Necessity for the Proposed Seabeck Substation to San Felipe Substation 115-kV Transmission Line in El Paso County, Texas

Public Utility Commission of Texas (PUC) Docket No. 51480

Dear Mr. Mendoza,

To continue providing reliable service to our customers, El Paso Electric Company (EPE) has filed an application with the Public Utility Commission of Texas (Commission or PUC) for authority to construct a new 115-kV transmission line in El Paso County, Texas.

The routing options for the proposed transmission line range from 14.58 to 18.34 miles in length and EPE plans to construct the transmission line on steel single-pole structures. The estimated cost of the proposed transmission line ranges from \$10.6 million to \$12.1 million, depending on the routing option ultimately approved by the PUC. The associated substation costs remain the same for all routes and are estimated to be an additional \$2.4 million.

If you have questions about the transmission line you may contact Edward Madrid at (915) 543-5853. A detailed routing map may be downloaded from EPE's website at: <https://www.epelectric.com/company/projects/eastside-loop-expansion-115-kv-transmission-line>.

All routes and route segments included in this notice are available for selection and approval by the Public Utility Commission of Texas.

Due to the COVID-19 pandemic, the preferred method for you to file your request for intervention is electronically, and you will be required to serve the request on other parties by email. Therefore, please include your own email address on the intervention form. Instructions for electronic filing via the "PUC Filer" on the Commission's website can be found here: <https://interchange.puc.texas.gov/filer>. Instructions for using the PUC Filer are available at http://www.puc.texas.gov/industry/filings/New_PUC_Web_Filer_Presentation.pdf. Once you obtain a tracking sheet associated with your filing from the PUC Filer, you may email the tracking sheet and the document you wish to file to: centralrecords@puc.texas.gov. For assistance with your electronic filing, please contact the Commission's Help Desk at (512) 936-7100 or

helpdesk@puc.texas.gov. You can review materials filed in this docket on the PUC Interchange at: <http://interchange.puc.texas.gov/>.

If you are unable to file your request for intervention electronically, you may file your request for intervention by mailing a hard copy of your request to the PUC. The PUC should receive a letter from you requesting intervention by the intervention date of December 31, 2020. Mail the request for intervention and 10 copies of the request to:

Public Utility Commission of Texas
Central Records
Attn: Filing Clerk
1701 N. Congress Ave.
P.O. Box 13326
Austin, Texas 78711-3326

Persons who wish to intervene in the docket must also send a copy of their request for intervention to all parties in the docket and all persons that have pending motions to intervene, at or before the time the request for intervention is sent to the PUC. ***The only way to fully participate in the PUC's decision on where to locate the transmission line is to intervene in the docket. It is important for an affected person to intervene because the utility is not obligated to keep affected persons informed of the PUC's proceedings and cannot predict which route may or may not be approved by the PUC.***

The deadline for intervention in the docket is December 31, 2020, and the PUC should receive a request from anyone requesting intervention by that date.

The PUC has a brochure entitled "Landowners and Transmission Line Cases at the PUC." Copies of the brochure are available from Edward Madrid at (915) 543-5853 or may be downloaded from the PUC's website at www.puc.state.tx.us. To obtain additional information about this docket, you may contact the PUC's Customer Assistance Hotline at (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the PUC's Customer Assistance Hotline at (512) 936-7136 or toll free at (800) 735-2989. In addition to the intervention deadline, other important deadlines may already exist that affect your participation in this docket. You should review the orders and other filings already made in the docket.

A map illustrating EPE's proposed routing options is enclosed for your review as well as descriptions of the routing options.

Sincerely,



Edward Madrid
Senior Project Manager

Enclosure

*Application of El Paso Electric Company to Amend its
Certificate of Convenience and Necessity for the Proposed Seabeck Substation to
San Felipe Substation 115-kV Transmission Line in El Paso County, Texas*

Public Utility Commission of Texas (PUC) Docket No. 51480

Proposed Alternative Routes Not Listed in Any Order of Preference or Priority

Proposed Alternative Route No.	Segment Combination	Total Length (miles)
1	A2-G2-P2A-P2C-P2B-V2A-V2C-V2B-Y2	18.34
2	A2-G2-P2A-P2C-AG2-AH2-AJ2A-AJ2B-V2B-Y2	17.70
10	B2-C2-H2-N2-R2-T2A-T2B-T2C-T2D-AD2-AA2	14.58
12	B2-C2-F2-I2-U2-AD2-AA2	15.10
14	B2-C2-E2B-E2A-G2-P2A-AK2-AL2-T2B-T2C-T2D-AD2-AA2	17.37

Route Segment Descriptions

The routing segment options below for the proposed transmission line have been combined to form the proposed alternative routes above that range from 14.58 to 18.34 miles in length.

Segment A2

Segment A2 begins at the Seabeck Substation Site, which is located east of the town of Horizon City, Texas, approximately 0.05-mile northeast of the intersection of Horizon Blvd./FM 1281 and Seabeck St., in El Paso County, Texas. The Seabeck Substation Site is also approximately four miles east of the intersection of Ascencion St. and Horizon Blvd./FM 1281. From the Seabeck Substation Site, Segment A2 proceeds east for approximately 1.91 miles along the north side of Horizon Blvd./FM 1281, crossing both Indian Trails Rd. and then Buffalo Rd., to an angle point. From this angle point, Segment A2 proceeds south crossing Horizon Blvd./FM 1281 and continuing 5.04 miles along the east side of Buffalo Rd. (for the northernmost 2.02 miles) to the intersection of Segments A2, G2, and E2A.

Segment B2

Segment B2 begins at the Seabeck Substation Site, which is located east of the town of Horizon City, Texas, approximately 0.05-mile northeast of the intersection of Horizon Blvd./FM 1281 and Seabeck St., in El Paso County, Texas. The Seabeck Substation Site is also approximately four miles east of the intersection of Ascencion St. and Horizon Blvd./FM 1281. From the Seabeck Substation Site, Segment B2 proceeds west for approximately 0.03 mile to an angle point, along the north side of Horizon Blvd./FM 1281. From this angle point, Segment B2 proceeds south for approximately 0.08 mile to a slight angle point, crossing Horizon Blvd./FM 1281. From this slight angle point, Segment B2 continues south, along the east side of Agatha St. for approximately 1.93 miles to the intersection of Segments B2 and C2, just north of Roberts Ranch Rd.

Segment C2

From the intersection of Segments B2 and C2, **Segment C2** proceeds south for approximately 0.29 mile to a slight angle point, crossing Roberts Ranch Rd. From this slight angle point, Segment C2 continues south (angling slightly west) for approximately 0.74 mile to a slight angle point. From this slight angle point, Segment C2 proceeds south, crossing LTV Rd., for approximately 2.01 miles to the intersection of Segments C2, E2B, F2, and H2.

Segment E2A

From the intersection of Segments A2, E2A, and G2, **Segment E2A** proceeds west for approximately 0.86 mile to the intersection of Segments E2A and E2B.

Segment E2B

From the intersection of Segments E2A and E2B, **Segment E2B** proceeds west for approximately 1.17 miles to the intersection of Segments C2, E2B, F2, and H2.

Segment F2

From the intersection of Segments C2, E2B, F2, and H2, **Segment F2** proceeds west for approximately 0.86 mile to a slight angle point. From this slight angle point, Segment F2 proceeds west (angling slightly north) for approximately 0.06 mile to a slight angle point. From this slight angle point, Segment F2 continues west for approximately 0.05 mile to the intersection of Segments F2 and I2.

Segment G2

From the intersection of Segments A2, E2A, and G2, **Segment G2** proceeds south for approximately 2.05 miles, crossing San Felipe Rd. to the intersection of Segments G2 and P2A.

Segment H2

From the intersection of Segments C2, E2B, F2, and H2, **Segment H2** proceeds south for approximately 2.05 miles to the intersection Segments H2 and N2.

Segment I2

From the intersection of Segments F2 and I2, **Segment I2** proceeds west along the north side of Las Colonias Rd. for approximately 2.00 miles to an angle point. From this angle point, Segment I2 proceeds south, crossing Las Colonias Rd., for approximately 2.06 miles to the intersection Segments I2 and U2.

Segment N2

From the intersection of Segments H2 and N2, **Segment N2** proceeds east for approximately 1.02 miles to the intersection of Segments N2 and R2.

Segment P2A

From the intersection of Segments G2 and P2A, **Segment P2A** proceeds south for approximately 2.02 miles to the intersection of Segments P2A, P2C, and AK2.

Segment P2B

From the intersection of Segments P2B, P2C, and AG2, **Segment P2B** proceeds south for approximately 1.01 miles to an angle point. From this angle point, Segment P2B turns west for approximately 1.01 miles to the intersection of Segments P2B and V2A.

Segment P2C

From the intersection of Segments P2A, P2C, and AK2, **Segment P2C** proceeds south for approximately 0.99 mile to the intersection of Segments P2B, P2C, and AG2.

Segment R2

From the intersection of Segments N2 and R2, **Segment R2** proceeds south for approximately 0.48 mile to the intersection of Segments R2 and T2A.

Segment T2A

From the intersection of Segments R2 and T2A, **Segment T2A** proceeds southwest along the

northwest side of San Felipe Rd. for approximately 0.03 mile to an angle point. From this angle point, Segment T2A continues southwest for approximately 0.43 miles to a slight angle point. From this slight angle point, Segment T2A continues southwest along the northwest side of San Felipe Rd. for approximately 1.18 miles to a slight angle point. From this slight angle point, Segment T2A continues southwest for approximately 0.24 mile to an angle point, on the northwest side of San Felipe Rd. From this angle point, Segment T2A proceeds south for approximately 0.08 mile, crossing San Felipe Rd., to the intersection of Segments T2A, T2B, and AL2.

Segment T2B

From the intersection of Segments T2A, T2B, and AL2, **Segment T2B** proceeds southwest on the southeast side of San Felipe Rd, for approximately 0.72 mile to an angle point. From this angle point, Segment T2B continues southwest for approximately 0.65 mile to the intersection of Segments T2B and T2C; crossing the San Felipe Arroyo.

Segment T2C

From the intersection of Segments T2B and T2C, **Segment T2C** proceeds southwest along the southeast side of San Felipe Rd. for approximately 0.35 mile to a slight angle point, crossing the San Felipe Arroyo twice. From this slight angle point, Segment T2C continues southwest approximately 0.57 mile to the intersection of Segments T2C and T2D; paralleling and crossing the San Felipe Arroyo twice.

Segment T2D

From the intersection of Segments T2C and T2D, **Segment T2D** proceeds southwest along the southeast side of San Felipe Rd for approximately 1.09 miles to the intersection of Segments T2D, U2, and AD2; paralleling then crossing the San Felipe Arroyo twice.

Segment U2

From the intersection of Segments I2 and U2, **Segment U2** proceeds south for approximately 3.02 miles to an angle point. From this angle point, Segment U2 continues southeast for approximately 0.17 mile to an angle point. From this angle point, Segment U2 proceeds south for approximately 0.48 mile to an angle point. From this angle point, Segment U2 turns southwest for approximately 0.25 mile to an angle point. From this angle point, Segment U2 turns southeast for approximately 0.49 mile to the intersection of Segments AD2, T2D, and U2; crossing San Felipe Rd.

Segment V2A

From the intersection of Segments P2B and V2A, **Segment V2A** proceeds west for approximately 1.03 miles to a slight angle point. From this slight angle point, Segment V2A continues west (angling slightly north) for approximately 1.49 miles to the intersection of Segments V2C and V2A.

Segment V2B

From the intersection of Segments AJ2B, V2C, and V2B, **Segment V2B** proceeds southwest for approximately 1.10 miles to an angle point. From this angle point, Segment V2B turns northwest for approximately 0.20 mile to the intersection of Segments Y2 and V2B.

Segment V2C

From the intersection of Segments V2A and V2C, **Segment V2C** proceeds west for approximately 0.22 mile to the intersection of Segments AJ2B, V2B, and V2C.

Segment Y2

From the intersection of Segments V2B and Y2, **Segment Y2** proceeds southwest for approximately 0.22 mile, crossing Interstate Highway (IH) 10, to an angle point. From this angle point, Segment Y2

proceeds northwest for approximately 0.05 mile, along the southwest side of IH 10, to the San Felipe Substation Site. San Felipe Substation is located northeast of the census designated place (CDP) Fabens, Texas, approximately 0.35 mile southeast of the intersection of Fabens Rd./FM 793 and IH 10, in El Paso County, Texas.

Segment AA2

From the intersection of Segments AA2 and AD2, **Segment AA2** proceeds southwest for approximately 0.15 mile, crossing IH 10, to the San Felipe Substation Site. San Felipe Substation is located northeast of the census designated place (CDP) Fabens, Texas, approximately 0.35 mile southeast of the intersection of Fabens Rd./FM 793 and IH 10, in El Paso County, Texas.

Segment AD2

From the intersection of Segments U2, AD2, and T2D, **Segment AD2** proceeds southwest for approximately 0.21 mile to an angle point. From this angle point Segment AD2 turns southeast for approximately 0.22 mile along the northeast side of IH 10 to the intersection of Segments AA2 and AD2.

Segment AG2

From the intersection of Segments AG2, P2B, and P2C, **Segment AG2** proceeds west for approximately 0.88 mile to the intersection of Segments AG2 and AH2.

Segment AH2

From the intersection of Segments AG2 and AH2, **Segment AH2** proceeds west for approximately 1.38 miles to the intersection of Segments AH2 and AJ2A.

Segment AJ2A

From the intersection of Segments AH2 and AJ2A, **Segment AJ2A** proceeds southwest for approximately 1.55 miles to the intersection of Segments AJ2A and AJ2B.

Segment AJ2B

From the intersection of Segments AJ2A and AJ2B, **Segment AJ2B** proceeds southwest for approximately 0.18 mile to the intersection of Segments AJ2B, V2B, and V2C.

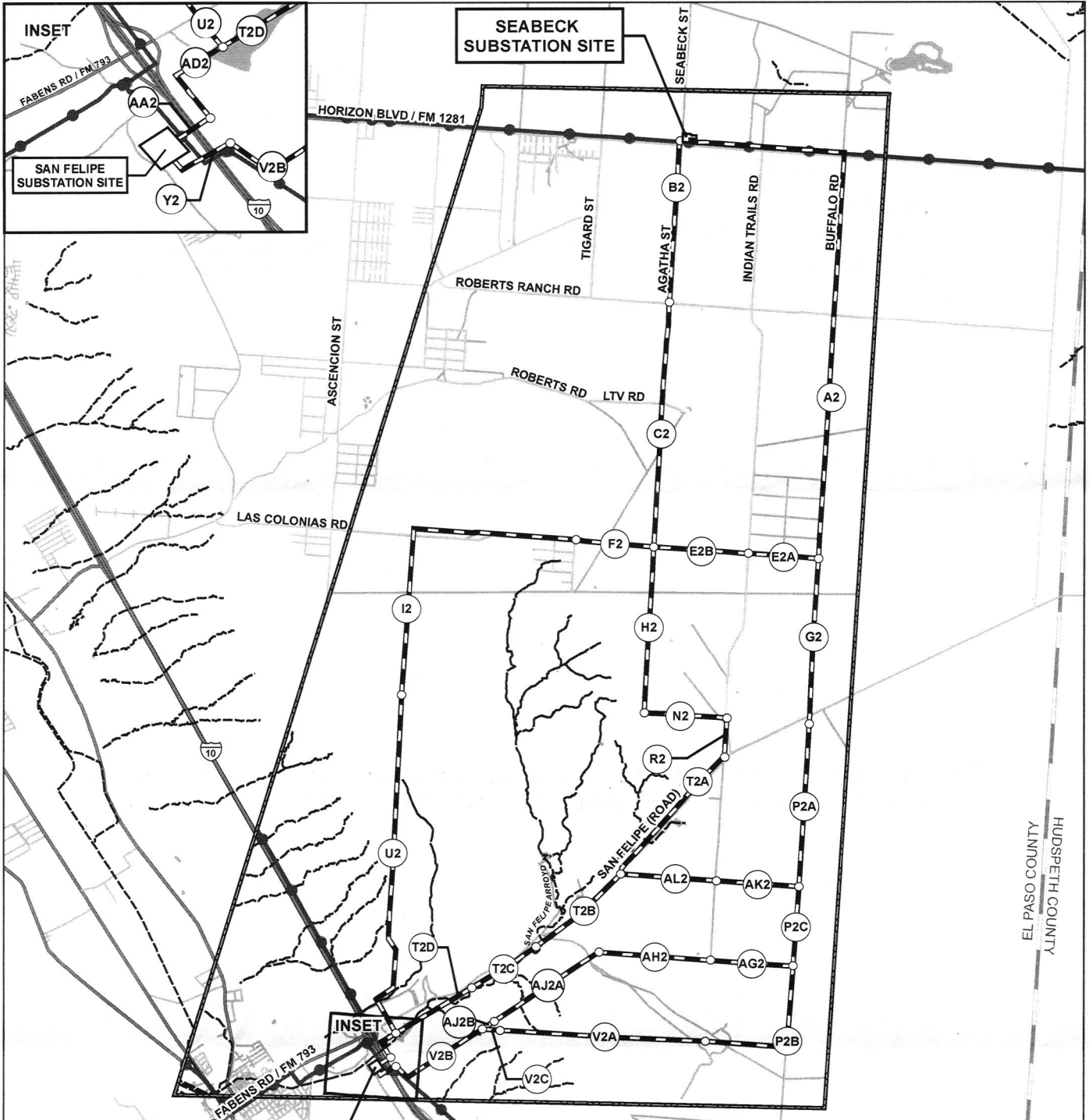
Segment AK2

From the intersection of Segments AK2, P2A, and P2C, **Segment AK2** proceeds west for approximately 1.02 miles to the intersection of Segments AK2 and AL2.

Segment AL2

From the intersection of Segments AK2 and AL2, **Segment AL2** proceeds west for approximately 1.18 miles to the intersection of Segments AL2, T2A, and T2B.

The PUC will make the final determination of which route will be approved for this transmission line project. Any one of the proposed routing options could be approved by the PUC.

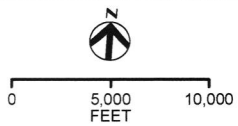


EL PASO COUNTY
HUDSPETH COUNTY

**SAN FELIPE
SUBSTATION SITE**

**SEABECK
SUBSTATION SITE**

PROPOSED ALT. ROUTE	SEGMENT COMBINATION
1	A2-G2-P2A-P2C-P2B-V2A-V2C-V2B-Y2
2	A2-G2-P2A-P2C-AG2-AH2-AJ2A-AJ2B-V2B-Y2
10	B2-C2-H2-N2-R2-T2A-T2B-T2C-T2D-AD2-AA2
12	B2-C2-F2-I2-U2-AD2-AA2
14	B2-C2-E2B-E2A-G2-P2A-AK2-AL2-T2B-T2C-T2D-AD2-AA2



- PHASE II STUDY AREA
- PLANNED SUBSTATION
- ALTERNATIVE TRANSMISSION LINE SEGMENT
- EXISTING TRANSMISSION LINE
- STREAM/DRAINAGE
- OPEN WATER
- LOCAL ROAD
- HIGHWAY

**EL PASO ELECTRIC
EASTSIDE LOOP EXPANSION
PHASE II
PROPOSED ALTERNATIVE
ROUTES**

