



HORIZON CITY

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**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, December 14, 2021, 6:15 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, December 14, 2021 at 6:15 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

Meeting Video:

<https://vimeo.com/656822405>

<https://vimeo.com/656833373>

- 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**
Mayor/City Clerk
November 9, 2021 Regular City Council Meeting
- 4. **Discussion and Action:** **8**
Mayor/CIP Manager
On an update on the Capital Improvement Program.
- 5. **Discussion and Action:** **34**
Mayor/Planning Director
On the recording plat application and authorizing the Mayor to sign the recording plat for Horizon Crossing Unit Two (#SUB002479-2021), legally described as being a portion of C.D. Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas. Containing 5.7109 acres. Application submitted by Conde Inc.
- 6. **Discussion and Action:** **48**
Mayor/CIP Manager
On Change Order #4 to the construction contract with Allen Concrete, LLC for Corcoran "Corky" Park Improvements Project, Solicitation No. CIP 2018-102 (003) and authorizing the Mayor to execute documents.
- 7. **Discussion and Action:** **53**
Mayor/CIP Manager
On a Resolution authorizing the Mayor to sign TXDOT-required documents to apply to the Texas Department of Transportation for adjustment to the minimum local matching funds requirements through the Economically Disadvantaged Counties Program (EDCP), and that the Mayor be authorized to sign affidavits, project information forms and other TXDOT required documents.
- 8. **Request to Excuse Absent Council Members:**

REGULAR AGENDA

9. PUBLIC HEARING:

Mayor/HR Coordinator

2nd Reading of Ord 0271 Amendment No. 1, an Ordinance amending Ordinance No. 0271 of the Town of Horizon City authorizing and allowing, under the act governing the Texas Municipal Retirement System, Restricted Prior Service Credit to employees who are members of the system for service previously performed for various other public entities for which they have not received credited service; and establishing an effective date for the ordinance.

10. Discussion and Action: **58**

Mayor/HR Coordinator

2nd Reading of Ord 0271 Amendment No. 1, an Ordinance amending Ordinance No. 0271 of the Town of Horizon City authorizing and allowing, under the act governing the Texas Municipal Retirement System, Restricted Prior Service Credit to employees who are members of the system for service previously performed for various other public entities for which they have not received credited service; and establishing an effective date for the ordinance.

11. Discussion: **61**

Mayor/Finance Director

1st Reading of Ordinance No. 0272 Amendment No. 02, an ordinance amending Ordinance No. 0272 of the Town of Horizon City, adopting the Municipal Budget for the 2021-2022 fiscal year, to allow for the budgeting and expenditure of funds for the purchase of software and related equipment for timekeeping/scheduling, budgeting, contract /bidding management and security; and providing for repealer and severability clauses.

12. Discussion and Action: **65**

Mayor/Planning Director

On a Resolution authorizing the Mayor to sign the Second Amendment to Consultant Agreement by and among the Town of Horizon City, the Horizon City Type 4B Economic Development Corporation, and Teresa Quezada d/b/a Quezada Data Management Services.

13. Discussion and Action: **75**

Mayor/Planning Director

On a Resolution authorizing the Mayor to sign a Purchase and Sale Agreement by and between the County of El Paso, Texas and the Town of Horizon City which will convey the County's interest in a 2.416 acres parcel, more or less, and commonly known as LTV Road, to the City.

14. Discussion and Action: **113**

Mayor/Planning Director

1st Reading of Ordinance No. _____, an Ordinance vacating a 2.416 acre portion of the City right-of-way known as LTV Road located within a portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas; providing for repealer and severability clauses.

15. Discussion and Action: **118**

Mayor/CIP Manager

That the Mayor be authorized to sign an Advance Funding Agreement for STP-MM Reconstruction Off-System by and between the Town of Horizon City, Texas and the State of Texas acting by and through the Texas Department of Transportation, for the North Darrington Road Reconstruction Project (CSJ #0924-06-587) and that the Mayor be authorized to sign all documents, agreement amendments, and perform all actions required to fulfill the obligations of the City under this Advance Funding Agreement.

16. Discussion and Action: **140**

Mayor/CIP Manager

On a Joint Resolution of the Town of Horizon City Council and the Board of Directors of Reinvestment Zone Number One Town of Horizon City establishing the interest-free loan advanced to the TIRZ Board covering operating expenses for FY 2021 - 2022; the TIRZ Boards repayment obligations and remedies in the event of default.

- 17. Discussion and Action:** **142**
 Mayor/CIP Manager
 On a resolution authorizing the Mayor to sign on behalf of the Town of Horizon City certain change orders on contracts for public works projects.
- 18. Discussion and Action:**
 Mayor/CIP Manager
 On a Resolution establishing the Capital Improvement Project (CIP) budget for N. Darrington Reconstruction project.
- 19. Discussion and Action:** **145**
 Mayor/CIP Manager
 On a resolution approving the amended procedures, the "Architectural, Engineering and Surveying Professionals Services, Selection Procedure", for selecting architect, engineering, and surveying professionals based on qualifications, as required by state law.
- 20. Discussion and Action:** **152**
 Mayor/Chief McConnell
 On a Resolution adopting a paid quarantine leave policy in accordance with Section 180.008 of the Texas Government Code.
- 21. Discussion and Action:** **155**
 Mayor/Chief McConnell
 On a Resolution authorizing the Mayor or his designee to sign Interlocal agreement for emergency dispatching/911 services between ESD#2 and the Town of Horizon City.
- 22. Discussion and Action:** **166**
 Mayor/Chief McConnell
 On a Resolution updating the Employee Policy Manual to include the Employee Floating Holiday and Shift Differential for Police Dispatch Personnel.
- 23. Discussion and Action:** **170**
 Mayor/Chief McConnell
 On the upcoming retirement of Chief of Police Michael McConnell effective March 14, 2022.
- 24. Executive Session**
 The City Council of the Town of Horizon City reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development).

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 12/10/21

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, 12/10/21 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

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

**MINUTES
AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, November 9, 2021, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, November 9, 2021 at 6:00 PM**, at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

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

Meeting called to order at 6:00 pm. All City Council Members present. Quorum Established.

2. Open Forum:

No one signed up to speak.

CONSENT AGENDA

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

3. Approval of Minutes from:

Mayor/City Clerk
October 12, 2021, Regular City Council Meeting.

4. Discussion and Action:

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

5. Discussion and Action:

Mayor/Planning Director
On a recording plat application and authorizing the Mayor to sign the recording plat for the Aria Subdivision (#SUB002477-2021), legally described as a portion of the E 1/2 of the SW 1/4 of the SW 1/4 of the SW 1/4 of Section 39, Block 78, Township 3, Texas and Pacific RR Co. Surveys, El Paso County, Texas. Application submitted by CAD Consulting Co.

6. Discussion and Action:

Mayor/Planning Director
On a Resolution authorizing the Mayor to sign a Memorandum of Understanding by and between the Town of Horizon City, Texas and El Paso County, Texas to identify responsibilities for the design, construction, installation, and maintenance of a passenger bus shelter along Darrington Road within the city limits of the Town of Horizon City, Texas.

7. Request to Excuse Absent Council Members:

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

REGULAR AGENDA

8. **Discussion:**

Mayor/HR Coordinator

1st Reading of Ord 0271 Amendment No. 1, An ordinance amending Ordinance No. 0271 of the Town of Horizon City, authorizing and allowing, under the act governing the Texas Municipal Retirement System, Restricted Prior Service Credit to employees who are members of the system for service previously performed for various other public entities for which they have not received credited service; to clarify an effective date of August 1, 2021, and providing for repealer and severability clauses.

HR Coordinator, Elizabeth Acosta spoke regarding this item.

9. **PUBLIC HEARING:**

Mayor/Finance Director

2nd Reading of Ordinance No. 0272 Amendment No. 01, An Ordinance amending Ordinance No. 0272 of the Town of Horizon City, adopting the municipal budget for the 2021-2022 fiscal year, to allow for the budgeting and expenditure of funds to further the development of the Transit Oriented Development/Town Center project; and providing for repealer and severability clauses.

Finance Director, Pat Randleel spoke regarding this item. No one from the public spoke.

10. **Discussion and Action:**

Mayor/Finance Director

2nd Reading of Ordinance No. 0272 Amendment No. 01, An Ordinance amending Ordinance No. 0272 of the Town of Horizon City, adopting the municipal budget for the 2021-2022 fiscal year, to allow for the budgeting and expenditure of funds to further the development of the Transit Oriented Development/Town Center project; and providing for repealer and severability clauses.

A motion was made by Alderman Padilla and seconded by Alderman Duran to approve the Ordinance amending Ordinance No. 0272 of the Town of Horizon City, adopting the municipal budget for the 2021-2022 fiscal year, to allow for the budgeting and expenditure of funds to further the development of the Transit Oriented Development/Town Center project. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

11. **Discussion and Action:**

Mayor/Purchasing Agent

On a resolution approving the submittal of a request to the Texas Comptroller of Public Accounts to approve the Town of Horizon City's participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program.

Purchasing Agent, Efsio Setzu spoke regarding this item.

A motion was made by Alderman Corral and seconded by Alderman Renteria to approve the resolution approving the submittal of a request to the Texas Comptroller of Public Accounts to approve the Town of Horizon City's participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

12. **Discussion and Action:**

Mayor/Asst. City Atty

On the reappointment of Alderman Miller for a seat on the El Paso Central Appraisal District Board of Directors.

Alderman Miller spoke regarding this item.

A motion was made by Alderman Renteria and seconded by Alderman Duran to approve the reappointment of Alderman Miller for a seat on the El Paso Central Appraisal District Board of Directors. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

13. Discussion and Action:

Mayor/Asst. City Atty

On a Resolution of the City Council of the Town of Horizon City, authorizing participation with the State of Texas, through the Office of the Attorney General, in the Global Opioid Settlement and approving the term sheet; and authorizing the mayor to execute all necessary related documents.

Asst. City Atty, Terry Cullen spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Renteria to approve the Resolution of the City Council of the Town of Horizon City, authorizing participation with the State of Texas, through the Office of the Attorney General, in the Global Opioid Settlement and approving the term sheet; and authorizing the mayor to execute all necessary related documents. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

The City Council adjourned into Executive Session at 6:27 pm and reconvened at 6:38 pm.

14. Executive Session

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

14A. Discussion and Action:

Mayor/EDC Executive Director

On real estate acquisitions for Transit Oriented Development/City Hall Development (551.071) (552.087).

No action Taken.

ADJOURNMENT

A motion was made by Alderman Duran and seconded by Alderman Corral to adjourn at 6:38 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor

Town of Horizon City Capital Improvement Program

Council Meeting
December 14, 2021

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 – mid 2022.
- Most recent information from HRMUD:
 - HRMUD award November 2021
 - Line installation on Pawling and Breaux through **April 2022**

Municipal Facilities – Phase 1

- Staff continues to work on final application for USDA which requires a department-specific environmental document
- Staff coordinating with bond counsel for debt issuance

Municipal Facilities – Phase 1

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

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

Municipal Facilities – Phase 1



Rendering from Exigo Architecture – December 2020

Golden Eagle Park

Construction

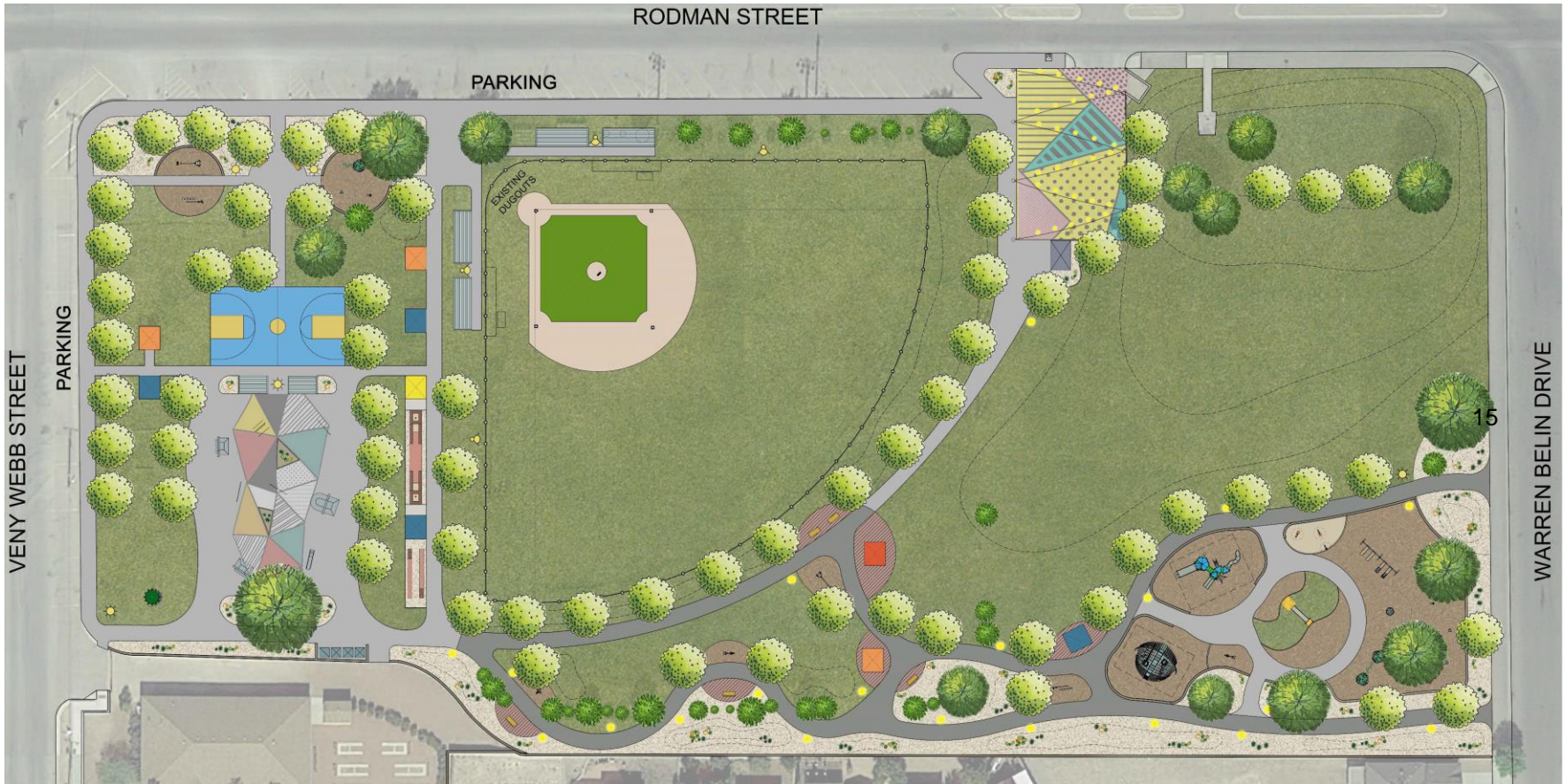
- Construction contract awarded September 16, 2019
- Construction Start – Fall 2019
- Contractual completion date – Fall 2020
- Reinstating weekly meetings to address pending issues:
 - Pump operation
 - Sod

Desmond Corcoran (Corky) Park

Construction

- Construction start – January 11, 2021
- Completion winter 2021/2022
- Delayed delivery of water meter added time to project – change order on today's Council agenda for consideration
- Pending work after meter installation
 - Irrigation system
 - Bathroom connection
 - Landscape on north side of park

Desmond Corcoran (Corky) Park



Benton/Ryderwood Dog Park

- Updating scope
- Scheduling design to begin in first calendar quarter of 2022

Regional Park

- Following Pegasus' presentation to Council on May 24, 2021, staff will develop a plan of action to follow Council's guidance.
- Next steps
 - Partner with EDC to delineate responsibilities and funding
 - EDC contracting market feasibility study

Regional Park

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

ADA Transition Plan

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

Street Maintenance Fund

2020 Street Maintenance Program

Maintenance efforts on

- **N. Darrington**
- **Duanesburg from McMahan to S.
Kenazo**
- **Acra**

2021 Street Maintenance

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

- **Breaux** – to be packaged with Oxbow & Pawling

Federally- & State-Funded Project Updates

N. Darrington Reconstruction

- Environmental approval expected pending final execution of funding agreement – for Council's consideration on today's agenda
- Project will be re-scheduled for construction award in **FY 2023**
- Funding sources will be swapped to include Coronavirus Response and Relief Supplemental Appropriations Act (**CRRSAA**) – reduces required local match
- Town staff continues working with TXDOT and design team to develop project
- Staff developing funding options for gap between existing funding and project estimate.

N. Darrington Reconstruction - ROW

- Drainage requires property acquisition in TOD area
- Will prepare for acquisitions by
 - Coordinating with TXDOT for process to acquire parcels for pond and construction easements for storm sewer installation;
 - Procuring appraisal and review appraisal services
 - Procuring ROW professional and surveying services

Safety Projects

- Town submitted several projects for safety funding consideration through TXDOT
- 2 projects are were **approved** for construction
 - **S. Darrington Safety Lighting** from Alberton to LTV Rd. – **FY 2023**
 - **N. Kenazo Safety Lighting** from Eastlake to Horizon Blvd. – **FY 2022**

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.

All projects are recommended for inclusion in MTP.

Proposed MTP Projects

Project	MTP Year
S. Darrington Rd. Repaving (Oxbow to Alberton)	2041
N.. Kenazo Ave. Reconstruction (Eastlake to Horizon)	2041
Alberton Ave / Antwerp Rd. Construction	2041
Dilley & Delake (TOD Phase 1 Roadways)	2025
Transit Plaza with park & ride (TOD)	2025
Horizon City – Socorro Circulator Bus Route	2029
Horizon City – UTEP Express Route	2029

TIRZ/TOD Update

TIRZ Update

TOD Architectural Design Guidelines – anticipate to have a firm on contract by **early 2022**.

TIRZ Update

Coordinating with Camino Real Regional Mobility Authority (CRRMA) for next steps

- Proposed Agreement with CRRMA to assist with project development;

Town of Horizon City Capital Improvement Program

Council Meeting
December 14, 2021



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 7, 2021

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On the recording plat application and authorizing the Mayor to sign the recording plat for Horizon Crossing Unit Two (#SUB002479-2021), legally described as being a portion of C.D. Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas. Containing 5.7109 acres. Application submitted by Conde Inc.

On August 10, 2021, the City Council approved the preliminary and final plats for the subject property with the following conditions:

1. That the applicant identify the watershed areas that will utilize the proposed private ponds along with the drainage calculations.
2. That a final easement agreement be approved by the Mayor or designee and the City Attorney or designee prior to recordation.

The first condition has been addressed and staff continues to work with the developer on the easement agreement (second condition) and the overall permanent drainage improvements that will be developed with other phases of the surrounding development. Staff recommends that the City Council approve the recording plat and authorize the Mayor to sign the plat so that it can be recorded once the easement agreement is approved and finalized.

Attached for your review is the staff report that was presented at the August 10, 2021 City Council meeting and the recording plat.



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report
REVISED

Case No.: SUB002479-2021
Horizon Crossing -Unit Two
Application Type: **Preliminary and Final Subdivision**
P&Z Hearing Date: July 19, 2021
Staff Contact: Emily Offer, Planning Staff
 915-238-0691; eoffer@horizoncity.org

Address/Location: Abutting Horizon Blvd. and Horizon Crossing St.
Legal Description: Horizon Crossing -Unit Two
 A portion of C D STEWART SURVEY #321 (5.7109ACRES)
 El Paso County, Horizon City, Texas
Property Owner: Camino Real Investment Properties LLC
Applicant: Camino Real Investment Properties LLC
Nearest Park: Corky Park
Nearest School: Horizon High School

SURROUNDING PROPERTIES:

N	A-2 (Multi-Family Residential) and C-1 and C-2 (Commercial)	Multi-Family Residential and Commercial
E	C-2 (Commercial)	Walmart
S	C-2 (Commercial)	Vacant
SW	C-2 (Commercial)	Hospital
NW	R-5 (Single-Family Residential)	Single-Family Residential

LAND USE AND ZONING:

Land Use	Vacant	Commercial
Zoning	C-2 Commercial	C-2 Commercial

Application Description:

Preliminary and Final Subdivision:

The applicant is requesting to subdivide approximately 5.7109 acres of land. The proposed subdivision includes 4 lots for commercial development, the smallest lot measuring approximately 25,511.39 square feet and the largest lot measuring approximately 59,488.6 square feet in size.

Staff Recommendation:

Staff recommends **APPROVAL** of the preliminary and final plats with the following condition:

- All staff comments shall be addressed prior to City Council action. Developer shall submit revised plats by July 29, 2021.
- The proposed 50' Private Driveway, Utility, and Drainage Easement shall be recorded prior to the plat being recorded and the instrument number shall be

provided on the face of the recording plat. The easement document shall be submitted for review by July 29, 2021 and before it is recorded.

- The stormwater runoff for this development shall be addressed temporarily; e.g., a temporary pond that is properly documented on the face of the preliminary plat. This will allow staff and the developer to determine how the final drainage improvements will be handled permanently.

Planning Division Comments:

1. Section 602.2.1 of Zoning in Horizon City's municipal code requires each Commercial lot width to be a minimum of 150 feet while lot 2, block one has a lot width of 113.3 feet. The exception to this rule is if two or more uses are adjoined by means of a shared driveway; a 100-foot lot width would be allowed in this scenario. Please provide the required legal instrument that will establish the shared use ROW and perpetual access from the lots within this development for review.
2. A plat note stating that the drainage infrastructure within the development shall be privately maintained shall be included on the face of the plats.
3. Approved driveway and grading and clearing permits from the Texas Department of Transportation (TXDOT) will be required prior to any grading permits being released by the City.
4. The developer is proposing to utilize a future stormwater pond in Horizon Town Center Unit Four, a residential development, to address the drainage from this commercial development. Staff recommends that the City Council only accept that future stormwater pond for maintenance as a public improvement if at least 50% of the runoff into the pond is from residential developments.

Public Works Director Comments:

Preliminary Plat:

1. Drainage flow arrows show water draining into another property at southwest side. Show existing and proposed drainage flow arrows. Provide Ponding information. Show watershed areas. Will these lots drain into the proposed pond or will they be on-site ponding lots?
(See Ordinance No.0035 4.2.2.5 (7c.) and 4.2.2.6 (8c.) and 4.2.2.6 (8d.) and 4.2.2.7 (9))
2. If the lots will be required to be onsite ponding, add this information to the notes.
3. "Grading plan required for each lot at the time of the Building permit" must be stated on the notes as per Subdivision
(See Ordinance 4.2.2.8.)
4. Provide a note stating if direct Access will be allowed/not allowed at Horizon Blvd and/or if Access will be provided through the west side of lot easement. TX Dot Approval required.
(See Zoning Ordinance #102 Section 802.2.2)
5. Provide Instrument number for 50' Private Access R.O.W. and Utility and Drainage Easement.
6. Show/provide Drainage easement (provide instrument number) at the south side of the property where the proposed drainage system will be installed and connected into the Proposed Horizon Town center Pond.
7. Provide pond calculations for Horizon Town center U-4 along with the pond information for review.
8. Provide easements around or front of lot.
9. On the note section, add developer or builder is responsible to construct half of the street on all lots abutting the R.O.W.
10. Verify block information at intersection east and west sides as it does not change from 1 to 2.

Final Plat

1. Address approval required by El Paso County 9-1-1 District.

2. If the lots will be required to be onsite ponding, add this information to the notes.
3. "Grading plan required for each lot at the time of the Building permit" must be stated on the notes as per Subdivision (Ordinance 4.2.2.8.)
4. Provide a note stating if direct Access will be allowed/not allowed at Horizon Blvd and/or if Access will be provided through the west side of lot easement. TX Dot Approval required.
(See Zoning Ordinance #102 Section 802.2.2)
5. Provide Instrument number for 50' Private Access R.O.W. and Utility and Drainage Easement.
6. Show/provide Drainage easement (provide instrument number) at the south side of the property where the proposed drainage system will be installed and connected into the Proposed Horizon Town center Pond.
7. Provide easements around or front of lot.
8. On the note section, add developer or builder is responsible to construct half of the street on all lots abutting the R.O.W.
9. Verify block information at intersection east and west sides as it does not change from 1 to 2

Town Engineer Comments:

1. Access for this property will need to be coordinated with TxDOT off of Horizon Blvd. If TxDOT or the town is going to require additional ROW for public improvements such as sidewalk or decelerations lanes, they should be included in this plat. Provide copy of TxDOT access approval for driveway.
2. The drainage flow arrows show that runoff is being directed toward Horizon Crossing, the runoff from the commercial area shall be contained on site and not directed towards public rights-of-ways.
3. Commercial properties are required to provide on-site ponding for drainage runoff. The proposed pond in Horizon Town Center Unit 4 is indicated to be a public facility; therefore, the runoff for the commercial development into the pond cannot be directed to the pond without approval of the Town of Horizon City. Typically, the Town of Horizon will not accept pond as public facility runoff from the commercial development is more that 50% of the total runoff. Indicate how much commercial water will be directed to the pond.
4. Access to all commercial lots needs to be granted through 50' Private Access ROW. Indicate access to all lots on plat.
5. Provide improvement plans for the subdivision for any improvements that are being considered to be maintained by the Town of Horizon City for consideration and approval.

El Paso 9-1-1 District Comments:

The 911 District has no adverse comments regarding this plat.

El Paso Electric Comments:

El Paso Electric has no objections.

School District Comments:

The Socorro Independent School District has reviewed Horizon Crossing Unit Two. This subdivision is within the service area of Horizon Heights Elementary, Colonel John Ensor Middle and Eastlake High.

Clint Independent School District has no comments, this subdivision is not within Clint ISD's jurisdiction.

TxDOT Comments:

TxDOT is requesting for the applicant to submit their grading and drainage plans to TxDOT for review prior to improvements or construction begins provided the properties abut Horizon Blvd., a TxDOT right-of-way.

El Paso Central Appraisal District Comments:

The EPCAD approves this development.

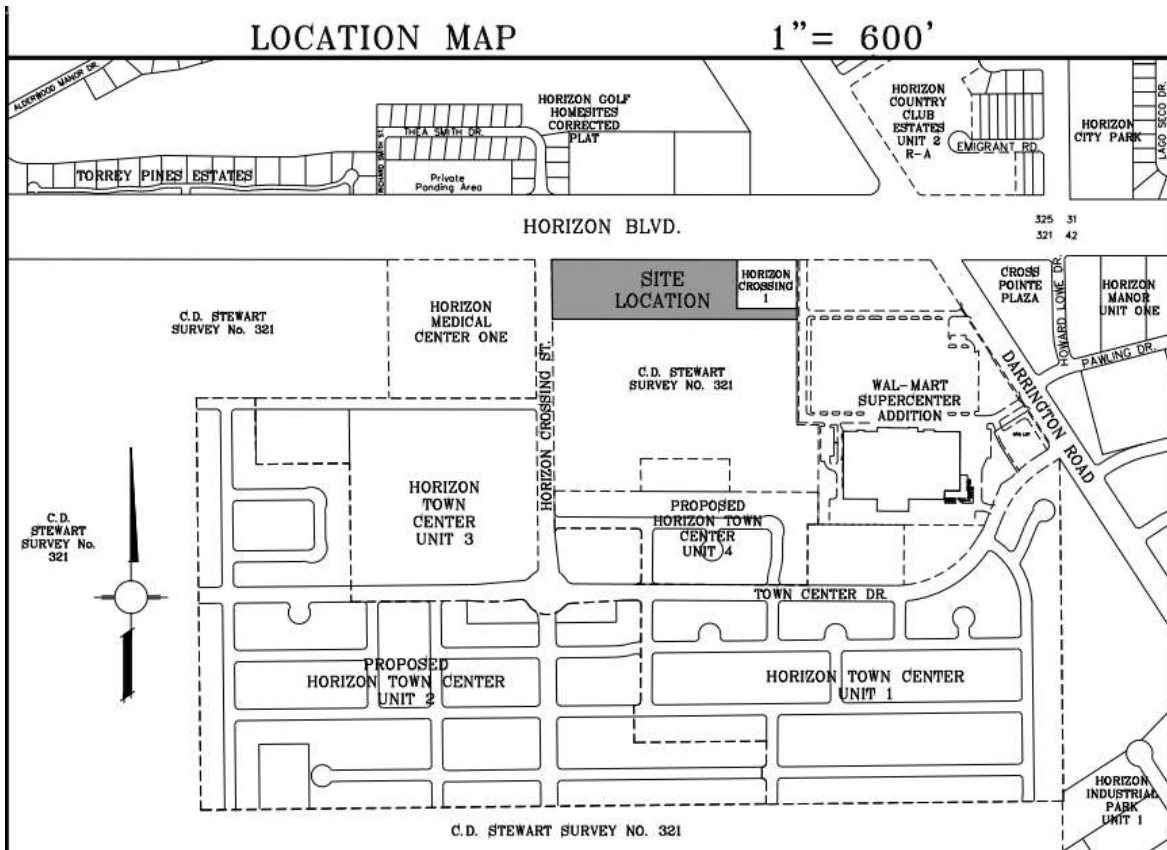
Attachments:

- 1 – Zoning Designation**
- 2 – Aerial Map**
- 3 – Location Map**
- 4 – Applications**
- 5 – Preliminary Plat**
- 6 – Final Plat**

Attachment 1: Zoning Designation



Attachment 3: Location Map



Attachment 4: Applications



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

**MAJOR SUBDIVISION
 PRELIMINARY APPLICATION**

SUR 002479-2021

SUBDIVISION PROPOSED NAME: Horizon Crossing Unit Two SUBMITTAL DATE: May 25, 2021

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

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	_____	_____	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	_____	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	_____	_____
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK (Min 1 acre)	_____	_____	<u>Existing Private ROW</u>	_____	_____
SCHOOL	_____	_____	<u>Utility & Drainage Easement</u>	<u>1.585</u>	<u>1</u>
COMMERCIAL	<u>4.1256</u>	<u>4</u>	TOTAL NO. SITES	<u>5</u>	_____
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>5.7109</u>	_____

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? C-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 N/A
5. WHAT TYPE OF UTILITY EASEMENTS ARE PROPOSED? UNDERGROUND OVERHEAD COMBINATION
6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Lot to street to drainage structures
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
10. IF ANSWER IS "YES", PLEASE EXPLAIN THE NATURE OF THE MODIFICATION _____
11. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY MEDIANS OTHER
11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: _____

Planning Department
 Date Rec'd: 6/21/21
 By: *[Signature]*

12. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES NO N/A INITIALS W
 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 _____ IF YES, PLEASE SUBMIT COPY.
14. OWNER OF RECORD Camino Real Investment Properties, LLC- 6080 Surety Dr., Ste. 300 El Paso, TX 79905-592-0290
(NAME & ADDRESS) (EMAIL) (PHONE)
15. DEVELOPER Camino Real Investment Properties, LLC- 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
(NAME & ADDRESS) (EMAIL) (PHONE)
16. ENGINEER Conde, Inc. 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@condeinc.com 915-592-0283
(NAME & ADDRESS) (EMAIL) (PHONE)
17. APPLICANT Camino Real Investment Properties, LLC. 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
(NAME & ADDRESS) (EMAIL) (PHONE)
18. REPI/POINT OF CONTACT Conrad Conde 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@condeinc.com -592-0283
(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 W
 Applicant Signature *[Signature]* EMAIL DOUGLAS@SWLBS.NET

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



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

**MAJOR SUBDIVISION
 FINAL PLAT APPLICATION**

SUB002479-2021

SUBDIVISION PROPOSED NAME: Horizon Crossing Unit Two SUBMITTAL DATE: May 25, 2021

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

PROPERTY LAND USES:	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	_____	_____	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	_____	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	_____	_____
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK (Min 1 Acre)	_____	_____	<u>Existing Private ROW</u>	_____	_____
SCHOOL	_____	_____	<u>Utility & Drainage Easement</u>	<u>1.585</u>	<u>1</u>
COMMERCIAL	<u>4.1256</u>	<u>4</u>	TOTAL NO. SITES	<u>5</u>	_____
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>5.7109</u>	_____

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? C-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 N/A

5. WHAT TYPE OF UTILITY EASEMENTS ARE PROPOSED? UNDERGROUND OVERHEAD COMBINATION

6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Lot to street to drainage structures

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 "YES", PLEASE LIST SECTION & EXPLAIN THE NATURE OF THE MODIFICATION

10. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY MEDIANS OTHER

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 ng
 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 _____ IF YES, PLEASE SUBMIT COPY.

14. OWNER OF RECORD Camino Real Investment Properties, LLC - 6080 Surety Dr., Ste. 300 El Paso, TX 79905 592-0290
 (NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER Camino Real Investment Properties, LLC - 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
 (NAME & ADDRESS) (EMAIL) (PHONE)

16. ENGINEER Conde, Inc. 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@condeinc.com 915-592-0283
 (NAME & ADDRESS) (EMAIL) (PHONE)

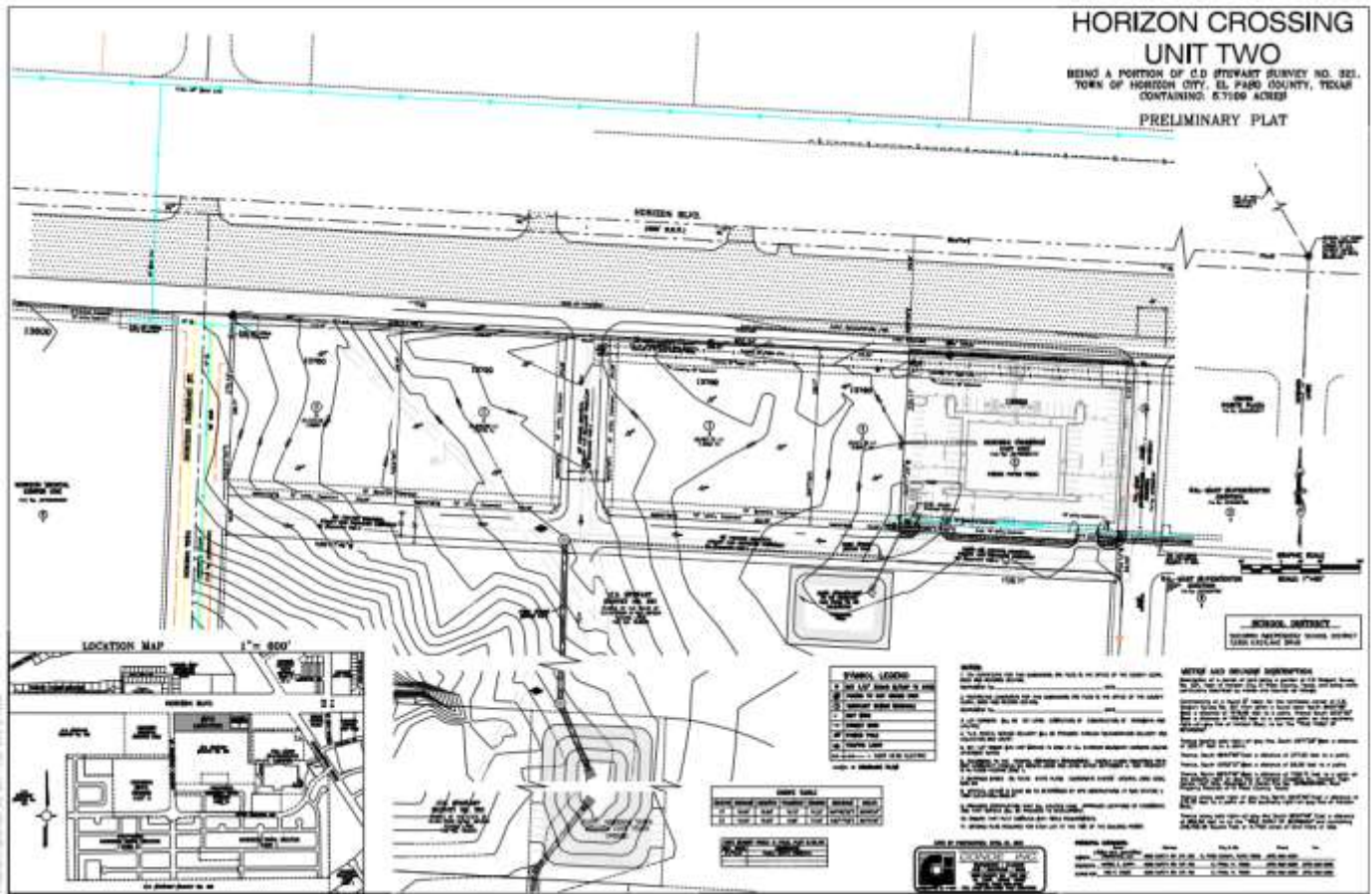
17. APPLICANT Camino Real Investment Properties, LLC 6080 Surety Dr., Ste. 300 El Paso, Texas 79905 915-592-0290
 (NAME & ADDRESS) (EMAIL) (PHONE)

18. REP/POINT OF CONTACT Conrad Conde 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@condeinc.com 592-0283
 (NAME & ADDRESS) (EMAIL) (PHONE)

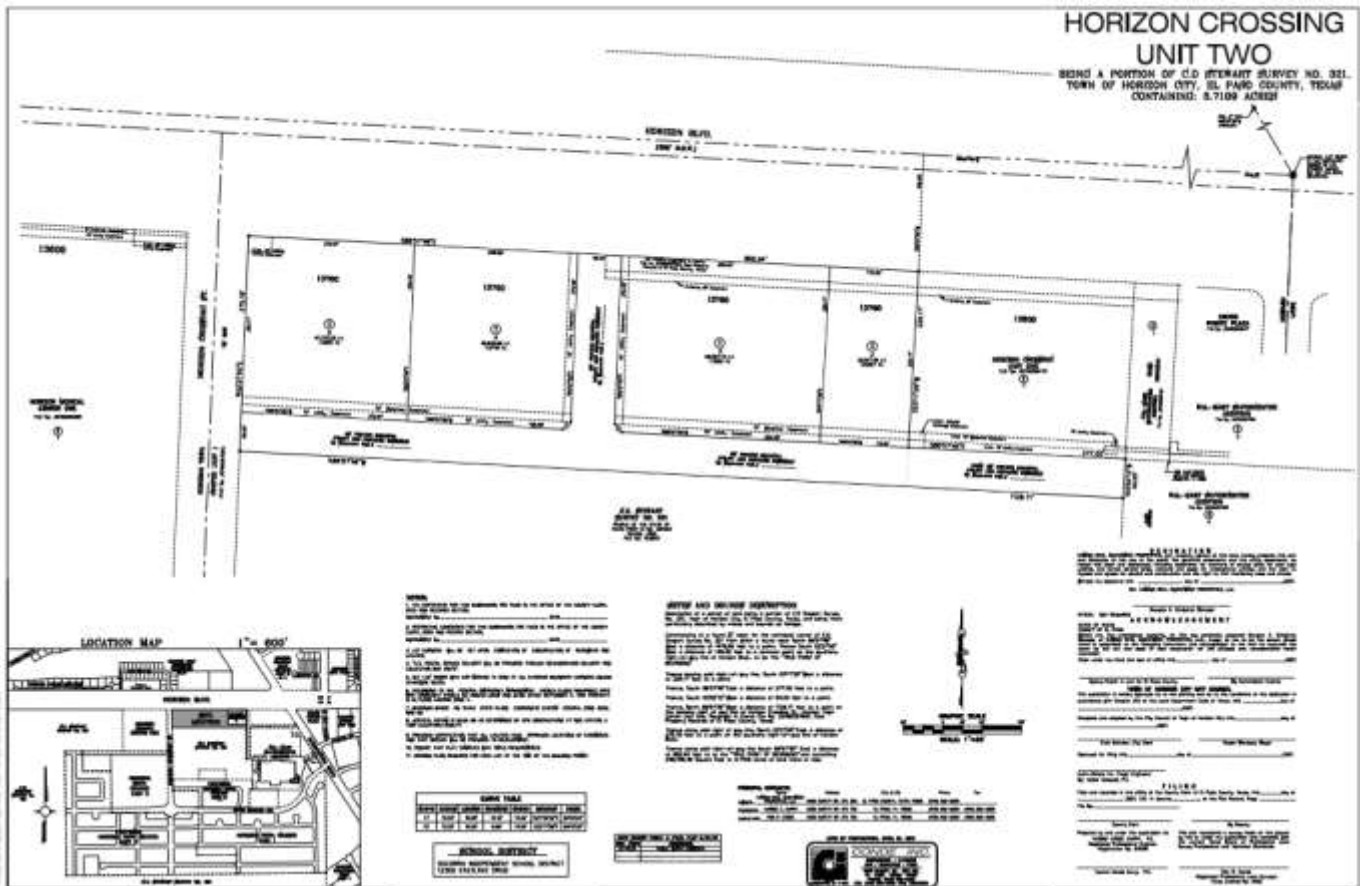
NOTE: Applicant is responsible for all expenses incurred by the City in connection with the Final plat approval request, including but not limited to attorney's fees, engineering fees and publication. Charges exceeding deposit will be invoiced separately. Initials ng
 Applicant Signature [Signature]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

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

Attachment 5: Preliminary Plat



Attachment 6: Final Plat





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

RECORDING PLAT APPLICATION

SUBDIVISION PROPOSED NAME: Horizon Crossing Unit Two SUBMITTAL DATE: 11/22/21

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

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	_____	_____	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	_____	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	_____	_____
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK	_____	_____	<u>Existing Private ROW</u>	_____	_____
SCHOOL	_____	_____	<u>Utility & Drainage Easement</u>	<u>1.585</u>	<u>1</u>
COMMERCIAL	<u>4.1256</u>	<u>4</u>	TOTAL NO. SITES	_____	<u>5</u>
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>5.7109</u>	_____

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? C-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 n/a

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 streets to drainage structures

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
 IF ANSWER IS "YES", PLEASE EXPLAIN THE NATURE OF THE MODIFICATION _____

10. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY MEDIANS OTHER

11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: n/a

12. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES NO N/A INITIALS CC
 IF YES, REQUIRED GUARANTEE, Improvement Cost Estimates & Construction Agreement have been submitted? YES NO Date: N/A

13. WILL ANY RESTRICTIONS AND COVENANTS BE RECORDED WITH PLAT? YES NO INITIALS CC IF YES, PLEASE ATTACH COPY.

14. OWNER OF RECORD Camino Real Investment Properties, LLC, 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
 (NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER Camino Real Investment Properties, LLC, 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
 (NAME & ADDRESS) (EMAIL) (PHONE)

16. ENGINEER Conde, Inc. 6080 Surety Dr., Ste. 100, El Paso, TX 79905 cconde@condeinc.com 915-592-0283
 (NAME & ADDRESS) (EMAIL) (PHONE)

17. APPLICANT Camino Real Investment Properties, LLC, 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
 (NAME & ADDRESS) (EMAIL) (PHONE)

18. REP/POINT OF CONTACT Conrad Conde 6080 Surety Dr., Ste. 100, El Paso, TX 79905 cconde@condeinc.com - 592-0283
 (NAME & ADDRESS) (EMAIL) (PHONE)

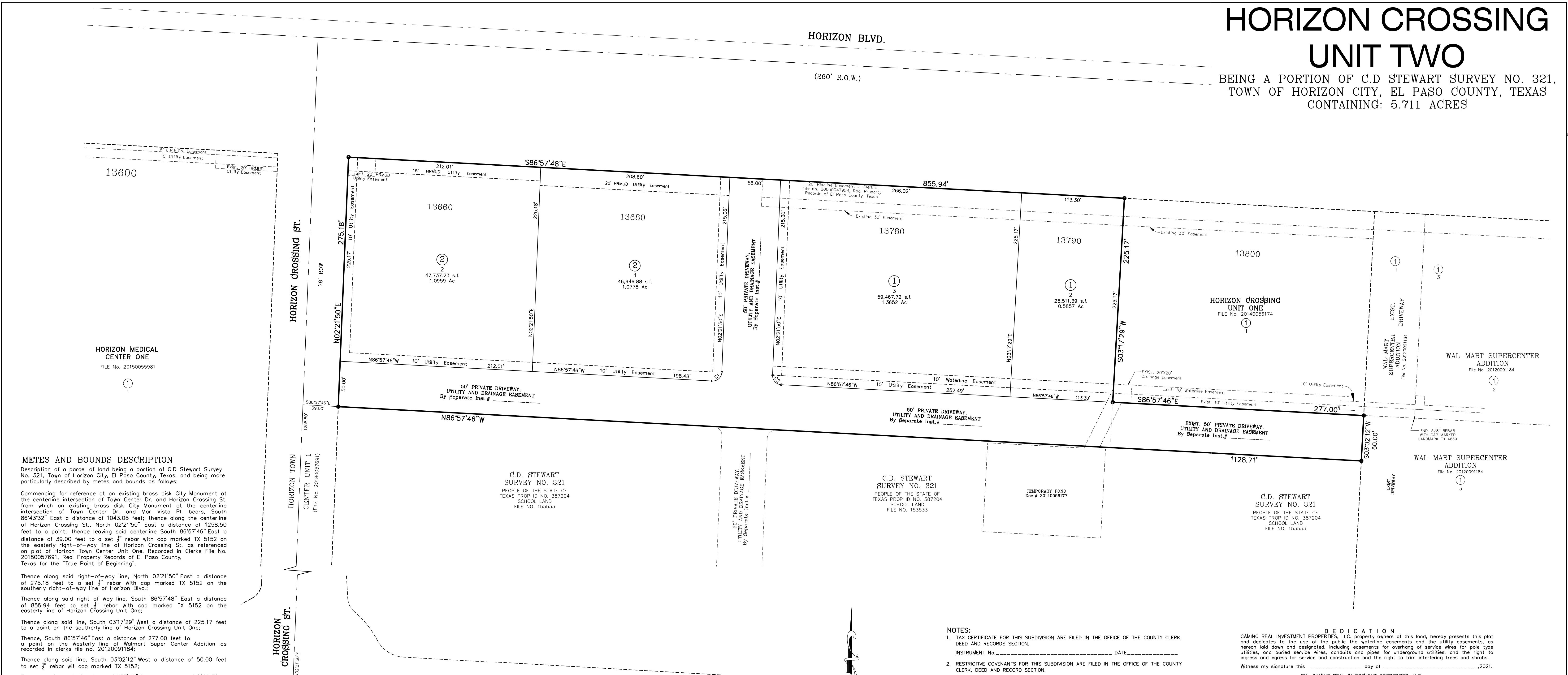
NOTE: Applicant is responsible for all expenses incurred by the City in connection with the Recording plat approval request, including but not limited to attorneys, engineering, County Clerk & publication fees. Charges exceeding deposit will be invoiced separately. Initials CC

Applicant Signature _____ EMAIL cconde@condeinc.com

APPLICATION MUST BE COMPLETELY FILLED OUT & VALIDATED PRIOR TO SUBDIVISION PROCESSING | APPLICATION FEE: \$80.00

HORIZON CROSSING UNIT TWO

BEING A PORTION OF C.D STEWART SURVEY NO. 321,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS
CONTAINING: 5.711 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 Mar Vista Pl. bears; South 86°43'32" East a distance of 1043.05 feet; thence along the centerline of Horizon Crossing St., North 02°21'50" East a distance of 1258.50 feet to a point; thence leaving said centerline South 86°57'46" East a distance of 39.00 feet to a set 3/4" rebar with cap marked TX 5152 on the easterly right-of-way line of Horizon Crossing St. as referenced on plat of Horizon Town Center Unit One, Recorded in Clerks 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 02°21'50" East a distance of 275.18 feet to a set 3/4" rebar with cap marked TX 5152 on the southerly right-of-way line of Horizon Blvd.

Thence along said right of way line, South 86°57'48" East a distance of 855.94 feet to set 3/4" rebar with cap marked TX 5152 on the easterly line of Horizon Crossing Unit One;

Thence along said line, South 03°17'29" West a distance of 225.17 feet to a point on the southerly line of Horizon Crossing Unit One;

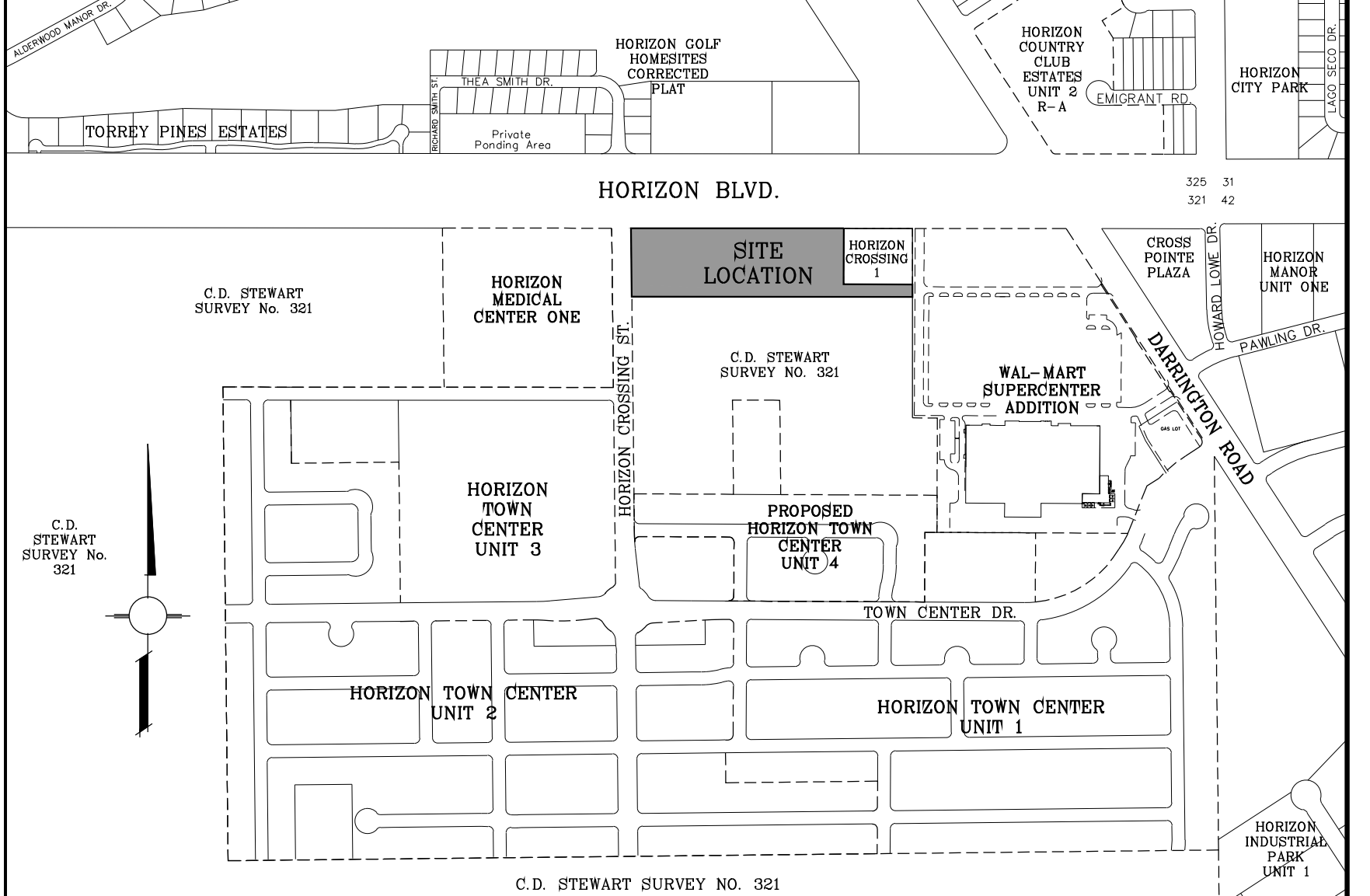
Thence, South 86°57'46" East a distance of 277.00 feet to a point on the westerly line of Walmart Super Center Addition as recorded in clerks file no. 20120091184;

Thence along said line, South 03°02'12" West a distance of 50.00 feet to set 3/4" rebar with cap marked TX 5152;

Thence leaving said line, North 86°57'46" West a distance of 1128.71 feet to the "TRUE POINT OF BEGINNING" and containing 248,766.39 Square Feet or 5.711 acres of land more or less.

LOCATION MAP

1" = 600'



CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	10.00'	15.83'	10.12'	14.22'	N47°42'02"E	90°40'24"
C2	10.00'	15.59'	9.88'	14.06'	S42°17'58"E	89°19'36"

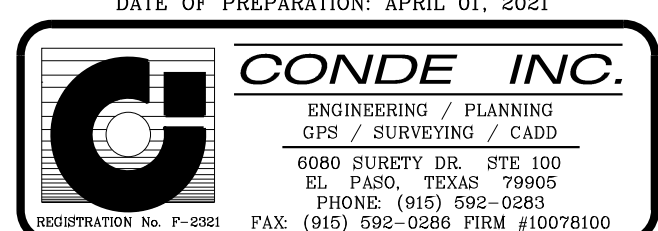
SCHOOL DISTRICT
SOCORRO INDEPENDENT SCHOOL DISTRICT
12300 EASTLAKE DRIVE

DATE	REVISION	COMMENTS
07/15/21	1	PUBLIC WORKS COMMENTS
08/03/21	2	PUBLIC WORKS COMMENTS
09/14/21	3	add HRMUD Easements & rev. Address

- ### 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 _____
 - 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 PANELS NO 480212-250B AND 237B, DATED SEPTEMBER 4, 1991 PROPERTY IS IN FLOOD HAZARD ZONE X.
 - BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE 4203, NAD 83.
 - VERTICAL DATUM IS NAVD 88 AS DETERMINED BY GPS OBSERVATIONS AT NGS STATION Y 1384 ELEVATION=3655.47.
 - 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.
 - GRADING PLAN REQUIRED FOR EACH LOT AT THE TIME OF THE BUILDING PERMIT.
 - STORM SEWER AND PRIVATE PONDS FOR COMMERCIAL PARCELS TO BE MAINTAINED PRIVATELY.
 - ALL 50' AND 56' PRIVATE DRIVEWAYS WILL BE CONSTRUCTED AND MAINTAINED BY THE DEVELOPER.
 - DIRECT ACCESS WILL BE ALLOWED AT HORIZON BLVD BY A 56' PRIVATE DRIVEWAY, UTILITY AND DRAINAGE EASEMENT INST. NO. _____
 - ALL COMMERCIAL LOTS HAVE ACCESS BY WAY OF THE 50' PRIVATE DRIVEWAY, UTILITY AND DRAINAGE EASEMENT INST. NO. _____

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
CAMINO REAL INVESTMENT PROPERTIES, LLC	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



DEDICATION

CAMINO REAL INVESTMENT PROPERTIES, LLC, property owners of this land, hereby presents this plat and dedicates to the use of the public the waterline easements and the 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 _____, 2021.

By: CAMINO REAL INVESTMENT PROPERTIES, LLC.

Douglas A. Schwartz, Manager

ATTEST: NOT REQUIRED

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared Douglas A. Schwartz, Manager of CAMINO REAL INVESTMENT PROPERTIES, LLC, 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 _____, 2021.

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

TOWN OF HORIZON 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 _____, 2021.

Accepted and adopted by the City Council of Town of Horizon City this _____ day of _____, 2021.

Elvia Schuller, City Clerk Ruben Mendoza, Mayor

Approved for filing this _____ day of _____, 2021.

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 _____, 2021, A.D. in Volume _____ of the Plat Record, Page _____

File No. _____

County Clerk By Deputy

Prepared by and under the supervision of:
YVONNE CONDE CURRY, P.E.
Registered Professional Engineer
Registration No. 64648

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. Ron R. Conde
Registered Professional Land Surveyor
Texas License No. 5152



TOWN OF HORIZON CITY
MEMORANDUM

Date: December 9, 2021
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager
SUBJECT: Discussion and Action: On Change Order #4 to the construction contract with Allen Concrete, LLC for Corcoran "Corky" Park Improvements Project, Solicitation No. CIP 2018-102 (003) and authorizing the Mayor to execute documents

Change Order No. 4 to the construction contract with Allen Concrete, LLC adds **29 calendar days** to account for the delay in receiving the 4-inch water meter from HRMUD.

This time for completion has been requested by the contractor and reviewed and recommended by Sites Southwest, the design consultants and Huitt Zollars, the Town's Construction Manager on this project. The **total contract** amount after these changes is **\$2,199,541.28**. The updated **completion date for the project is January 21, 2022**.

Installation of the water meter was part of the critical path and was expected by November 2, 2021. Delay in its delivery delayed other work that depended on the water meter to be completed such as completing the irrigation system, connecting to the restroom building and completing the landscaping on the north side of the park. The additional time allows the contractor to complete the work after the meter was delivered to the site on November 29, 2021.

Since the time added to the project exceeds 5 working or 7 calendar days, staff is presenting the change order to Council.

Change Item	Amount	Time
1. Increase – due to delay in receiving the water meter required for the project	N/A	29 calendar days

Staff recommends approval.

Attachment: Change Order Form

PROJECT:	Desmond Corcoran "Corky" Park Improvements	DATE OF ISSUANCE:	December 14, 2021
OWNER:	Town of Horizon City 14999 Darrington Rd. Horizon City, Texas 79928	BID NO.	CIP 21-100
CONTRACTOR:	Allen Concrete, LLC	ENGINEER:	Huitt-Zollars, Inc.
CONTRACT FOR:	Park Improvements	ENGINEER'S PROJECT NO.	R313462.01

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THE CONTRACT DOCUMENTS:

This Change Order is to extend the contract time for substantial and final completion due to the delay of receiving the 4" irrigation meter from the HRMUD. This Change Order will add 29 days to the Contract Time for Substantial and Final Completion.

PURPOSE OF CHANGE ORDER:

The installation of the 4" irrigation meter was part of the critical path to completing the irrigation system, hooking up the restroom building and completing the landscaping on the northside of the park. The Contractor had been coordinating with the HRMUD to obtain the 4" irrigation meter to install on the northside of the project. Once the irrigation plans had been approved by the HRMUD for the tap to the existing water line and the meter installation, the Contractor made the payment for the 4" meter on November 1, 2021. The HRMUD told the Contractor that the meter would be delivered to the site on November 1, 2021 or November 2, 2021. When the meter was not delivered to the site by November 5, 2021, the Contractor contacted the HRMUD and were told that the meter was given to one of the campuses that needed a meter. On November 11, the Town asked the HRMUD when a new meter could be expected to be delivered and were told that the new meter would be shipped on November 19, 2021 and arrive in Horizon City a few days later. The Contractor was notified that the meter was in Horizon on November 29, 2021. The Contractor picked up the meter and delivered it to the site on that day. To allow the Contractor time to install the meter and complete the remaining work associated with the meter 29 days will be added to the Contract Time.

IMPACT TO COST AND CONTRACT TIME (EACH TIME):

Add 29 calendar days to the Contract time to bring the Final Completion date to January 21, 2022

<u>Item No. 1</u>	Contract Cost Increase/Decrease	\$	0.00	Contract Time Increase	29	Calendar Days
Summary	Contract Cost Increase/Decrease	\$	0.00	Contract Time Increase	29	Calendar Days

ATTACHMENTS:

Receipt for water meter

PROJECT: Desmond Corcoran "Corky" Park Improvements

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME
ORIGINAL PRICE <p style="text-align: center;">\$2,199,541.28</p>	ORIGINAL CONTRACT TIME MILESTONES: CONTRACT TIME: Substantial Completion: 270 Days Due Date: October 8, 2021 Final Completion: 300 Days Due Date: November 7, 2021
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER <p style="text-align: center;">\$2,219,827.55</p>	CONTRACT TIME PRIOR TO THIS CHANGE ORDER MILESTONES: CONTRACT TIME: Substantial Completion: 316 Days Due Date: November 23, 2021 Final Completion: 346 Days Due Date: December 23, 2021
NET INCREASE/DECREASE OF THIS CHANGE ORDER <p style="text-align: center;">\$0.00</p>	NET INCREASE OF THIS CHANGE ORDER MILESTONES: CONTRACT TIME: Substantial Completion: 29 Calendar Days Final Completion: 29 Calendar Days
CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS <p style="text-align: center;">\$2,219,827.55</p>	CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS MILESTONES: CONTRACT TIME: Substantial Completion: 345 Days Due Date: December 22, 2021 Final Completion: 375 Days Due Date: January 21, 2022

This amount indicated above shall be considered full and equitable adjustment for any claims, past and future, for the work described and shall include all costs, direct and indirect, including extended overhead.

ACCEPTED:

by  Allen Concrete, LLC
Contractor


Date 12/6/21

REVIEWED:

by _____
Town of Horizon-Public Works Director

Date _____

RECOMMENDED:

by 
Roxanna Medina, PE
Construction Manager

Date 12/7/2021

APPROVED:

by _____
Ruben Mendoza-Mayor
Town of Horizon

Date _____

**HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT
APPLICATION FOR WATER/SEWER/SOLID WASTE SERVICES**

4883

Date: 11/01/2021 Account#: _____

Customer Name: Allen Concrete

Address: Corky Park

Mailing Address: 3800 Huaco Club Rd El Paso, Tx 79938

Legal Description: Lot: _____ Block: _____ Unit#: _____

Meter Size: _____ Meter #: _____

Customer Identification:

Home Telephone No.: (915) 921-0678

Work Telephone No.: _____

Driver's License No.: _____

Social Security No.: _____

The service applied for on this application will, upon payment of the charges for said connection, be installed as promptly as possible. The connection is to serve only the property described above.

The customer understands that acceptance of these conditions shall constitute an agreement on the part of the customer, his heirs, executors, administrators and assigns to become bound by all terms and provisions of the Rules and Regulations, and any amendments thereto, adopted by the District.

Service may be discontinued if the rules of the District have been violated and service will not be resumed until the violation is corrected. A copy of the Rules and Regulations is available to the public. Charges for water and sewer service will begin when the water meter is installed. Service charges includes one (1) month of solid waste collection service to all customers except those specifically exempted therefrom by the District.

Properties currently served by a septic system will only receive water and solid waste service from the District. The customer understands that the customer is responsible for continued operation and maintenance of the septic system.

Initials

Las propiedades que actualmente reciben servicios del sistema septico solamente recibiran servicios de agua y desechos sólidos del Distrito. El cliente entiende que el cliente es responsable por la operación continua y el mantenimiento del sistema septico.

Initials

The deposit amount herein stated is payable to the above-named District upon application for service. The deposit shall bear no interest, and is credited upon discontinuance of service, less any outstanding charges owed to the District on the date.

Charges for establishing service (as applicable):

Deposit	\$	_____
Solid Waste	\$	_____
Transfer Fee	\$	_____
Connection Fee	\$	_____
Water Tap Fee	\$	_____

52

Meter 4"
4000.00 + 880.00





**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 9, 2021

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager *Teresa Quezada*

SUBJECT: Discussion and Action on a resolution authorizing the Mayor to sign TXDOT-required documents to apply to the Texas Department of Transportation for adjustment to the minimum local matching funds requirements through the Economically Disadvantaged Counties Program (EDCP)

The Texas Department of Transportation (TXDOT) has made available a program to local entities where those entities may apply to TXDOT for an adjustment to the minimum local match for certain transportation projects that have been approved to receive federal funding. The usual local match for most federally-funded transportation programs is 20%. Through the Economically Disadvantaged Counties Program (EDCP), the state identifies counties that meet the state-definition of an *economically disadvantaged county* and annually revises the adjustment to the minimum match required. The Mayor is required to sign affidavits and other application documents to request the adjustment to the match.

This resolution authorizes the Mayor to sign the required affidavits and related documents to apply for the EDCP adjustment.

Copies of the currently required documents are attached for Council's convenience and review.

Staff recommends approval.

Attachments:
Resolution as described
TXDOT Required Documents

RESOLUTION

WHEREAS, the Town of Horizon City identifies highway improvement projects which may be eligible for state and federal funding; and

WHEREAS, the Texas Department of Transportation (TxDOT) categorizes projects as on-system and off-system highway improvement projects, and these identified highway improvement projects are eligible for some relief of the local match requirement for common project components such as preliminary engineering, construction engineering and construction, right of way, and eligible utility adjustments; and

WHEREAS, the local match requirements for identified components will vary based on the project's funding category, and the local participation requirements for some projects are project specific as detailed in the Texas Transportation Commission's minute order approving the project;, and

WHEREAS, Section 222.053 the Texas Transportation Code permits the Texas Transportation Commission, when evaluating a proposal for a highway improvement project in a local government that consists of all or a portion of an economically disadvantaged county, to adjust the minimum local matching funds requirement after evaluating the local government's effort and ability to meet the requirement; and

WHEREAS, an economically disadvantaged county is a county that, in comparison to other counties in the state of Texas, has below average per capita taxable property value, below average per capita income, and, above average unemployment, or has met the standard criteria within the last six (6) years and has been included in no less than five (5) federally declared disasters within the same time period, and

WHEREAS, TxDOT identifies the counties that meet identified criteria on an annual basis, and the counties are eligible for the program during the fiscal year in which they are determined eligible; and

WHEREAS, the list is updated every fiscal year, and a county may be eligible one year and not the other, and

WHEREAS, local governments within an Economically Disadvantaged County (EDC) may receive higher percentage adjustments beyond their respective county's adjustment through the Economically Disadvantaged Counties Program (EDCP); and

WHEREAS, local governments apply for the EDCP by completing forms for each eligible project and submit the documents to the local TxDOT district office, and the district engineer will determine whether to make an adjustment at the time the local government submits a proposal for a highway project.

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

That the Town of Horizon City submit to the Texas Department of Transportation (TxDOT) with each proposal for a highway project the documentation to apply for adjustments to the minimum local matching funds requirements through the Economically Disadvantaged Counties Program (EDCP), and that the Mayor be authorized to sign affidavits, project information forms and other TxDOT required documents.

PASSED AND ADOPTED this ____ day of _____, **2021.**

THE TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova

Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

Michelle Padilla

Michelle Padilla, AICP, CNU-A
Planning Director

AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of
of Texas, on this day personally appeared _____, who being by
me duly sworn, upon oath says:

I, _____, representing the city / county of
_____, having been duly elected on
_____ and having served continuously since that time, certify in my
official capacity that, to the best of my knowledge, the information contained in
this application is true and correct.

Signature

Date

Subscribed and sworn to before me, by the said _____, this
____ day of _____, _____, to certify which witness my hand
and seal of office.

My commission expires _____, _____.

Official Signature

Printed or stamped name of Notary

ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY _____

APPLICANT _____

District Contact Information

NAME: _____

TELEPHONE: _____

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?
 (Circle as appropriate) YES or NO

* If the applicant is a **CITY** within an eligible county, please answer the two following questions:
 # 1 Economic Development Sales Tax? (Circle as appropriate) YES or NO
 # 2 Population (2010 Census)? _____

PROJECT INFORMATION

UTP PRIORITY STATUS:	
CSJ:	
ESTIMATED LETTING DATE	

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits to and from.

PROJECT SCOPE- Give type of work.

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT-

1.	2.	3.		4.	5.
Project Component	Est. Total Cost (\$)	Local Participation (%)		Est. Required Local Match (\$)	Local Participation After Adjustment (\$)
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL	\$0.00			\$0	\$0

Approved by: _____ Date: _____
 District Engineer 57

ORDINANCE NO. 0271 AMENDMENT NO. 01

AN ORDINANCE AMENDING ORDINANCE NO. 0271 OF THE TOWN OF HORIZON CITY, AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, RESTRICTED PRIOR SERVICE CREDIT TO EMPLOYEES WHO ARE MEMBERS OF THE SYSTEM FOR SERVICE PREVIOUSLY PERFORMED FOR VARIOUS OTHER PUBLIC ENTITIES FOR WHICH THEY HAVE NOT RECEIVED CREDITED SERVICE; TO CLARIFY AN EFFECTIVE DATE OF AUGUST 1, 2021, AND PROVIDING FOR REPEALER AND SEVERABILITY CLAUSES.

WHEREAS, Ordinance No. 0271 of the Town of Horizon City was enacted on July 13, 2021, authorizing and allowing, under the act governing the Texas Municipal Retirement System, Restricted Prior Service Credit to employees who are members of the system for service previously performed for various other public entities for which they have not received credited service; and

WHEREAS, Ordinance No. 0271 identified an effective date of July 1, 2021; and

WHEREAS, the July 1, 2021 effective date for the ordinance was an error, and the correction of this error is necessary to reflect the intention of the City Council that Ordinance No. 0271 have an August 1, 2021 effective date.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. CLARIFICATION OF EFFECTIVE DATE

Ordinance No. 0271 shall have an effective date on the first day of August, 2021.

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. PROPER NOTICE & MEETING

This amendment shall be in file with the City Clerk for public inspection. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the ____ day of _____, 2021, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Horizon City, Texas.

TOWN OF HORIZON CITY:

by: _____
Ruben Mendoza, Mayor

(Signatures continue on next page)

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Theresa Cullen, Assistant City Attorney

First Reading: November 9, 2021
Second Reading: December 14, 2021

ORDINANCE NO. 0272 AMENDMENT NO. 02

AN ORDINANCE AMENDING ORDINANCE NO. 0272 OF THE TOWN OF HORIZON CITY, ADOPTING THE MUNICIPAL BUDGET FOR THE 2021-2022 FISCAL YEAR, TO ALLOW FOR THE BUDGETING AND EXPENDITURE OF FUNDS FOR THE PURCHASE OF SOFTWARE AND RELATED EQUIPMENT FOR TIMEKEEPING/SCHEDULING, BUDGETING, CONTRACT /BIDDING MANAGEMENT AND SECURITY, AND PROVIDING FOR REPEALER AND SEVERABILITY CLAUSES.

WHEREAS, an Ordinance was enacted on September 14, 2021, which adopted a budget for the fiscal year of October 1, 2021, to September 30, 2022, for the Town of Horizon City; and

WHEREAS, Ordinance No. 0272 Amendment No. 01 was approved on November 9, 2021, and it allowed for the budgeting and expenditure of funds for the purchase of real property; and

WHEREAS, it is now necessary to amend said budget for municipal purposes to allow for the use of the General Fund's fund balance (prior years excesses), in the amount of \$87,000.00. This funding and expenditure are necessary to provide for the purchase of software and related equipment for timekeeping/scheduling, budgeting, contract/bidding management, and security which were not included in the budget.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. BUDGET AMENDMENT

That funds shall be transferred, as set forth in Attachment A, for the above-stated purpose.

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance

ATTACHMENT A
BUDGET FUND TRANSFER

are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. PROPER NOTICE & MEETING

This budget amendment shall be in file with the City Clerk for public inspection. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the ____ day of _____, 2022, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Horizon City, Texas.

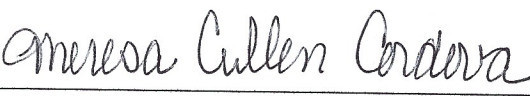
TOWN OF HORIZON CITY:

by: _____
Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:



Theresa Cullen Cordova, Assistant City Attorney

First Reading: Dec. 14, 2021

Second Reading: Jan. 11, 2022

**TOWN OF HORIZON CITY
2022 BUDGET AMENDMENT 02
GENERAL FUND
EXHIBIT A**

Line No.	Description	Amount
1	Tyler Executime Time Keeping/Scheduling Software	25,466.00
2	Questica Budget Book	32,650.00
3	Bonfire Contract/Bidding Management	14,500.00
4	Security Software	12,750.00
5	Additional Equipment	1,634.00
6	Total Proposed	<u>87,000.00</u>
	<u>Revenue</u>	
7	01-400-4600 Prior Years Fund Surplus	87,000.00
	<u>Expense</u>	
8	01-541-5260	1,634.00
9	01-541-5410	17,990.00
10	01-541-5640	67,376.00
11	Total Expense	<u><u>87,000.00</u></u>



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 9, 2021

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a Resolution authorizing the Mayor to sign the Second Amendment to Consultant Agreement by and among the Town of Horizon City, the Horizon City Type 4B Economic Development Corporation, and Teresa Quezada d/b/a Quezada Data Management Services.

The City's contract with Dr. Teresa Quezada, serving as the City's Capital Improvement Program (CIP) Manager, is set to expire on December 31, 2021. Being that there are several CIP projects to be completed and with the City embarking on additional significant capital projects, such as North Darrington Reconstruction, staff is requesting that the City Council authorize the Mayor to execute a Second Amendment to Consultant Agreement in order to allow for Dr. Quezada to oversee the execution of the CIP projects as the manager of the programs.

Attached for your review is the Second Amendment to Consultant Agreement as proposed.

RESOLUTION

WHEREAS, on September 13, 2016, the Town of Horizon City and Teresa Quezada d/b/a/ Quezada Data Management Services entered into a Second Amended Engagement Agreement (the "Agreement") that superseded the obligations of the parties under the previous March 12, 2013, Engagement Agreement and February 1, 2014, First Amended Engagement Agreement, and the Agreement restated the parties' obligations and identified the consulting services to be provided for capital program and planning functions and services for the Town Of Horizon City 4B Economic Development Corporation; and

WHEREAS, on December 11, 2018, the parties entered into a First Amendment to Consultant Agreement that extended the term of the Agreement to December 31, 2021, and identified additional services to be provided; and

WHEREAS, on March 10, 2020, the Town of Horizon City and the Town Of Horizon City 4B Economic Development Corporation entered into an Agreement for Administrative and Operational Support Services, and the parties agreed that the Town of Horizon City would provide services for the administration and operation of the Town Of Horizon City 4B Economic Development Corporation EDC; and

WHEREAS, the parties desire to clarify the services Teresa Quezada d/b/a/ Quezada Data Management Services will provide to the Town of Horizon City and to the Horizon Economic Development Corporation and to extend the term of the Agreement.

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

That the Mayor be authorized to sign the Second Amendment to Consultant Agreement by and among the Town of Horizon City, the Horizon City Type 4B Economic Development Corporation, and Teresa Quezada d/b/a/ Quezada Data Management Services.

PASSED AND ADOPTED this _____ day of _____, 2021.


THE TOWN OF HORIZON CITY

Ruben Mendoza, Mayor

ATTEST:

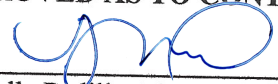
Elvia Schuller, City Clerk

APPROVED AS TO FORM:



Theresa Cullen Cordova, Assistant City Attorney

APPROVED AS TO CONTENT:



Michelle Padilla, Planning Director

- Oversee the planning and execution of the City’s Capital Improvement Program (CIP) as the CIP Manager;
- Municipal planning, including, but not limited to, consideration of new subdivision and industrial park development impact on Comprehensive Plan, transportation system, municipal service delivery and budget;
- Transportation planning, including, but not limited to including coordination with the El Paso Metropolitan Planning Organization (MPO), the Texas Department of Transportation (TxDOT), the U.S. Department of Transportation and its agencies; and other transportation agencies in the El Paso MPO area;
- Capital program and project planning, including, but not limited to financing and delivery options and procurement procedures;
- Capital program and project execution;
- Development of the City’s infrastructure;
- Work closely with the Mayor and City Council, the City Planning staff, the City Department Heads, legal counsel, and the City’s consultants to meet the City’s development goals; and
- Perform additional services, coordinated through the Planning Director, as requested by the Mayor or designee.

Deliverables may include, but are not limited to:

- Multi-year capital improvement plan (CIP) that incorporates projected infrastructure projects and potential funding sources;
- Proposed bond program and/or alternate financing program to address short-and mid-range capital infrastructure needs;
- Public involvement plan associated with proposed plans and programs of work; and
- Grant or funding application for external funding sources.

B. Horizon City Type 4B Economic Development Corporation (the “EDC”)

At the written direction of the EDC Executive Director, the Consultant will provide the identified services related to a specified task or project associated with:

- Coordinating with the City and the EDC activities and initiatives;
- Developing EDC activities and initiatives designed to showcase the City and the EDC;
- Assisting in the development and execution of the EDC’s strategic plan;
- Assisting the EDC Executive Director, as requested; and
- Working closely with the EDC Executive Director, the EDC Board President, the EDC Board, and legal counsel to meet the EDC’s short-term and strategic goals.

Deliverables may include, but are not limited to:

- Proposed programs of work for the EDC activities and initiatives;
- Presentations, and
- Grant or funding applications for external funding sources.

2. **Section II, TERMS AND COMPENSATION**, of the First Amendment is revised in its entirety to read as follows:

II. TERMS AND COMPENSATION

The parties hereby agree to extend the term of the Agreement for a period of three (3) years, commencing on January 1, 2022 and ending on December 31, 2024 (“Extended Term”).

The total amount of compensation under this Agreement for the Extended Term shall not exceed the available funding which shall include the amount of funds available in the appropriate budget line item(s) established during each year for these services and that portion of the funds established from the issuance of any certificates of obligation or sale of bonds that may lawfully be utilized for this purpose. The hourly rates charged by Consultant effective January 1, 2022 shall be those identified on the hourly rate schedule attached as **Exhibit “A”**.

All invoices shall be submitted in accordance with the Invoice Checklist attached as **Exhibit “B”** and shall be received by the City no later than the 25th day of the month for which the services were provided. Should any travel be authorized, all travel expenses shall comply with **Exhibit “B”**.

3. **Section II, BILLING**, of the Agreement is revised in its entirety to read as follows:

II. BILLING

The Consultant will bill only for hours actually spent on work within the scope approved by the City or the EDC for a specified task or project. The Contractor will submit separate invoices for work performed for a specified task or project for the City and for the EDC, and each invoice will identify the work performed for the City or the EDC which will enable the City to make payments out of various different accounts or funding sources, as appropriate.

The hourly rates charged by the Consultant shall be those identified on the hourly rate schedule attached as **Exhibit "A"**. Travel by the Consultant on behalf of the City or the EDC will be billed from the time the Consultant leaves her place of business as indicated in this Agreement to the time she returns to her place of business while on City or EDC business.

The Consultant will submit monthly invoices to the City. Such billing shall be in writing, adequately documented and no invoice shall be paid until it is adequately documented. At a minimum, "adequate documentation" requires that each invoice shall contain a descriptive statement of the work performed, the dates when work was performed, the hours worked, and the hourly rate. All invoices shall be submitted in accordance with the Invoice Checklist attached as **Exhibit "B"**

The hourly rate shall include all overhead, except actual expenses for copying, travel, long distance, express delivery, rented mainframe computer time, and expenses for meetings held at facilities outside of Consultant facilities. There shall be no "markup" added to outside expenses or services used, such as copies, faxes, or long-distance telephone calls. No travel is anticipated for the services in connection with this Agreement; however, travel outside the County of El Paso may be authorized

by the Planning Director or the EDC Director. Should any travel be authorized, all travel expenses shall comply with **Exhibit "B"**.

The City agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. Upon dispute, however, the City may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined.

4. **Section III, MISCELLANEOUS**, of the Amendment is revised in its entirety to read as follows:

III. MISCELLANEOUS

- A. **Vehicle.** The Consultant's duties require that she shall have the exclusive and unrestricted use of an appropriate motor vehicle. The Consultant shall acquire and maintain a suitable motor vehicle during the term of this Agreement, which shall be available for the Consultant's exclusive and unrestricted use in the performance of her duties hereunder. The Consultant shall be responsible for paying all liability, property damage and comprehensive insurance coverage upon such motor vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair and regular replacement of said motor vehicle. The vehicle may be used by the Consultant her own personal use.
- B. **Texas Tort Claims Act.** The Consultant expressly agrees that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Consultant further expressly agrees that every act or omission of the City which, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.
- C. **Energy Company Boycotts.** The Consultant represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Consultant shall promptly notify the City.
- D. **Firearm Entities and Trade Associations Discrimination.** The Consultant verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Consultant shall promptly notify the City.
- E. **Foreign Terrorist Organizations.** The Consultant represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

- F. **Entities that Boycott Israel.** The Consultant represents and warrants that (1) it does not, and shall not for the duration of the Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Consultant shall promptly notify the City.
- G. **Full Force and Effect.** Except as amended herein, the terms and conditions of the Agreement and the First Amendment shall continue in full force and effect.
- H. **Complete Agreement.** This Amendment a, including the Agreement and the First Amendment embodies the entire agreement between the parties hereto and cannot be amended except by written agreement of the parties.

TOWN OF HORIZON CITY

By: _____
 Ruben Mendoza, Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

 Theresa Cullen Cordova
 Assistant City Attorney

 Michelle Padilla
 Planning Director

HORIZON CITY TYPE 4B ECONOMIC DEVELOPMENT CORPORATION

By: _____
 Walter Miller, President

**TERESA QUEZADA
 d/b/a QUEZADA DATA
 MANAGEMENT SERVICES**

By: _____
 Teresa Quezada

Exhibit “A”

Consultant

Hourly Rate

Teresa Quezada

\$175.00

No mileage fee will be assessed; travel time will be billed at hourly rate.

No postage or reproduction costs will be assessed for minor/routine letter mail outs or copies. If the consultant believes the required postage or reproduction costs exceed incidental amounts, the consultant will confer with the City or the EDC Staff to address reimbursement for applicable postage or reproduction costs.

[END OF EXHIBIT]

Exhibit "B"

Invoice Reimbursement Checklist

Direct Labor/ Timesheets: The invoice must clearly identify hours worked, time period of performance, task or project description, rate per hour and/or cost, and office/company location.

Transportation Costs and Reimbursable Limits: Efforts must be made to comply with the Town of Horizon City's Travel Policy 2015 attached as *Attachment 1*.

Airline Costs: City will only reimburse for airline costs at the Economy or Coach Class rate. Airline ticket "reissue or change fee" is reimbursable only if the change was at the request of the City. Refundable tickets are reimbursable. Non-refundable tickets may be purchased solely at the Consultant's discretion.

Personal Automobile Mileage: Expense report must clearly identify the dates, destinations, and purpose of trip.

Automobile Rentals: Rentals authorized only in conjunction with air travel when cost, convenience, and the specific situation reasonably requires their use. When renting a vehicle for City business, the Consultant should select a "mid-size or "intermediate" car. Weekly or Monthly rates should be used when applicable. Use of automobile rental not related to the project is unallowable. Legible itemized receipts are required.

Hotel Rates: Weekly and Monthly rates are encouraged and expected when applicable.

Meals (Food Costs): Meal receipts are not required. Actual costs are allowable up to a maximum Per Diem allowance of **\$50.00 per day**. Meals are only reimbursable with overnight lodging away from headquarters. *Tips and alcohol are not reimbursable. Per meal maximums for partial day travel are as follows: **Breakfast \$10.00, Lunch \$15.00 and Dinner \$25.00.***

Other - Taxi, Bus, Rideshare, Limousine, Subway, etc.: Only reasonable and prudent costs (with explanations) are reimbursable. Legible itemized receipts are required.

Entertainment Costs: Entertainment costs are not reimbursable such as: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs.

Travel:

Travel outside El Paso County at the City's request will be billed as follows:

- \$1,500.00 for full days with travel (any day where travel or meetings exceed 4 hours within a 24-hour period);

- \$750.00 for half days with travel (any day where travel or meetings account for 0.1 –3.99 hours within a 24-hour period);
- Conference or registration costs will be 100% reimbursed;
- Transportation costs including airfare, taxi or rideshare transportation to destination will be 100% reimbursed;
- With prior written approval, hotel costs at conference or most convenient lodging will be 100% reimbursed.

Travel to adjoining counties or that is mutually agreed upon as more convenient by the consultant’s vehicle at the City’s request will be billed as follows:

- \$1,500.00 for full days with travel (any day where travel or meetings exceed 4 hours within a 24-hour period);
- \$750.00 for half days with travel (any day where travel or meetings account for 0.1 –3.99 hours within a 24-hour period);
- Conference or registration costs will be 100% reimbursed;
- With prior written approval, hotel costs at conference or most convenient lodging will be 100% reimbursed.

Receipts:

Legible itemized receipts are required for the following:

1. Hotel (lodging) costs.
2. Airfare travel costs.
3. Parking costs.
4. Automobile or Equipment Rental costs.
5. Taxi, Limousine, Bus, Subway, or other travel costs.
6. Reproduction.
7. Shipping and Handling.
8. Local Postage/Deliveries (courier services).

[END OF EXHIBIT]



TOWN OF HORIZON CITY MEMORANDUM

Date: December 9, 2021

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a Resolution authorizing the Mayor to sign a Purchase and Sale Agreement by and between the County of El Paso, Texas and the Town of Horizon City which will convey the County's interest in a 2.416 acres parcel, more or less, and commonly known as LTV Road, to the City.

1st Reading of Ordinance No. _____, an Ordinance vacating a 2.416 acre portion of the City right-of-way known as LTV Road located within a portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas; providing for repealer and severability clauses.

On March 10, 2020, the City Council voted unanimously to direct staff to move forward with the right-of-way vacation of a portion of LTV Road with the following conditions:

- Contingent upon approval of the RDBU 13 subdivision plat and all staff comments.
- Establish truck routes along the roadways for LTV Road and Claret Cup Place or the east west connection.
- No parking shall be allowed on Claret Cup Place or the east west connection.
- Invert street names on the RDBU 13 subdivision plat allowing LTV Road to maintain the north west connection and Claret Cup Place be the new east west connection.
- An access easement shall be established and proper access shall be maintained to 1 LTV Road from Darrington Road throughout the duration of construction, including the portion of the LTV Road currently under construction with Rancho Desierto Bello Unit 12. Access will be maintained until the roadways are accepted by the City.

City staff ordered the appraisal for the portion of the right-of-way in question and the report appraised the area to be \$13,050.00 and the cost of the appraisal was \$2,200.00. The applicant has since paid for the cost of the appraisal (\$2,200.00) as required by the Municipal Code.

Additionally, staff had to coordinate the vacation of the roadway with El Paso County to arrange for the conveyance of their right and interest for the subject portion of the roadway as they own the area in fee simple. The County Commissioners Court directed County staff to secure an additional appraisal to ensure that the County would be compensated appropriately. That appraisal states that the fair market value for the area is \$4,500.00 and the cost of the appraisal was \$4,500.00. The City is to pay a total of \$9,000.00 to the County for the area in question.

It is staff's recommendation that the cost of the County's appraisal (\$4,500.00) be billed to the applicant and the appraised value of the County's property (\$4,500.00) be paid from the \$13,050.00 that the City will receive from the applicant based on the appraisal that was ordered by the City. If approved, the applicant will owe the City a total of \$17,050.00 before the second reading of the vacation ordinance.

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

History

On February 17, 2020, the Planning and Zoning Commission voted unanimously to recommended approval of the right-of-way vacation to allow for the portion of LTV Road with the condition that all staff comments be addressed prior to City Council action and that the approval be contingent upon the approval of the preliminary plat for Rancho Desierto Bello Unit 13.

The applicant is requesting to vacate a portion of LTV Road to realign the roadway within a proposed residential subdivision, Rancho Desierto Bello Unit Thirteen. The plat proposes to extend LTV Road in an east/west direction in accordance with the City's Major Thoroughfare Plan (MTP).

Staff received written comments from the public at the Planning and Zoning Commission meeting, which are attached, and the public comment received at the meeting was related to the type of development at the current terminus of LTV Road and the concerns with the industrial use and future uses being in such close proximity to the existing and future residential development.

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.: VAC-002436-2020
Application Type: Right-of-Way Vacation
P&Z Hearing Date: February 17, 2020
Staff Contact: Michelle Padilla, Planning Director
915-852-1046 ext.105; mpadilla@horizoncity.org

Address/Location: West of the Darrington Rd. at LTV Road
Legal Description: A portion of Leigh Clark Survey No. 297, El Paso County, Texas.
Acreage: Approximately 2.416 acres
Existing Use: Right-of-Way

Owner: RKM Land Partners, LLC
Applicant: RKM Land Partners, LLC

Surrounding Zoning and Land Use:

North: R-9 (Residential) – Single Family Units
South: M-1 (Industrial) and R-9 (Residential) – Industrial Development and Vacant
East: R-2 (Residential), R-9 (Residential), & El Paso County - Vacant
West: R-9 (Residential) – Single Family Units

Future Land Use Designation: Light Industrial/Warehouse
Nearest Park: Golden Eagle Park
(Approximately 1 mile)
Nearest School: Ricardo Estrada School (Clint ISD)
(Approximately .25 mile)

Application Description:

The applicant is requesting to vacate a portion of LTV Road to realign the roadway within a proposed residential subdivision, Rancho Desierto Bello Unit Thirteen. The plat proposes to extend LTV Road in an east/west direction in accordance with the City's Major Thoroughfare Plan (MTP). The MTP designates this east/west roadway as a Future Minor Arterial, a 76' wide roadway with four 11' driving lanes (2 in each direction), a 12' striped turning median, and 10' parkway with 5' sidewalks. The submitted preliminary plat also proposes a north/south roadway that connects to the industrial development to the south where LTV Road currently terminates and provides access.

Notice:

In accordance with the City's Municipal Code, Chapter 1, General Provisions, Vacation of right-of-way, Section 1.08.003 (b), notices of the February 17, 2020 public hearing were

sent to those property owners within 200 feet of the subject property and notice was also published in the official paper. To this date, staff has not received any phone calls or correspondence in support or opposition to the request, however, any responses received by staff, will be presented to the Commission at the meeting.

Staff Recommendation:

The application is still under review at the time that the agenda is posted. The staff recommendation will be presented at the meeting.

Planning Comments:

1. Please provide information on what utilities are located within the various easements that traverse the portion of LTV Road that is proposed to be vacated.
2. Roadway improvements will need to be dedicated and improved prior to the finalization of the vacation application in order to maintain the access that LTV Road currently provides to the industrial development to the south. Such improvements shall be sufficient to allow for the safe maneuvering of the large vehicles that serve the industrial development through the residential development as approved by the Town Engineer.

Town Engineer Comments:

On February 10, 2020 the following review comments were received for the RDBU13 Preliminary Plat and R.O.W Vacation Request:

1. Show collection box location on plat, as per legend
2. Show existing LTV Road and proposed relocation or vacation of boundary lines, including boundaries and structures where Claret Cup Place terminates.
3. Submit documents for vacation as per ordinance prior to plat approval.
4. Revise plat to show widen ROW at Claret Cup Place and LTV Road.
5. Provide CAD files for the intersection of Claret Cup Place and LTV Road to verify turning movement for semi-trucks.
6. Show existing utilities and sizes along or crossing LTV Rd and Claret Cup Place leading up to the existing facility where Claret Cup Place terminates.
7. Show scale on both sheets of preliminary plat.
8. Assuming a scale of 1'=100', Claret Cup Place R.O.W. was measured at 64 ft, but the plat proposes 52 ft. Conform to the minimum rights-of-way and street widths described in Town's Municipal Code- Chapter 10- Subdivision Regulations – Section 5.5.
9. Line "L19" from Line Table shows 60ft. Make the necessary corrections satisfying the Town's Ordinance.
10. Show existing LTV road southwest of proposed subdivision; proposed LTV road improvement should align and tie in to existing roadway.

Attachments:

Attachment 1 – Zoning Map

Attachment 2 – Aerial View

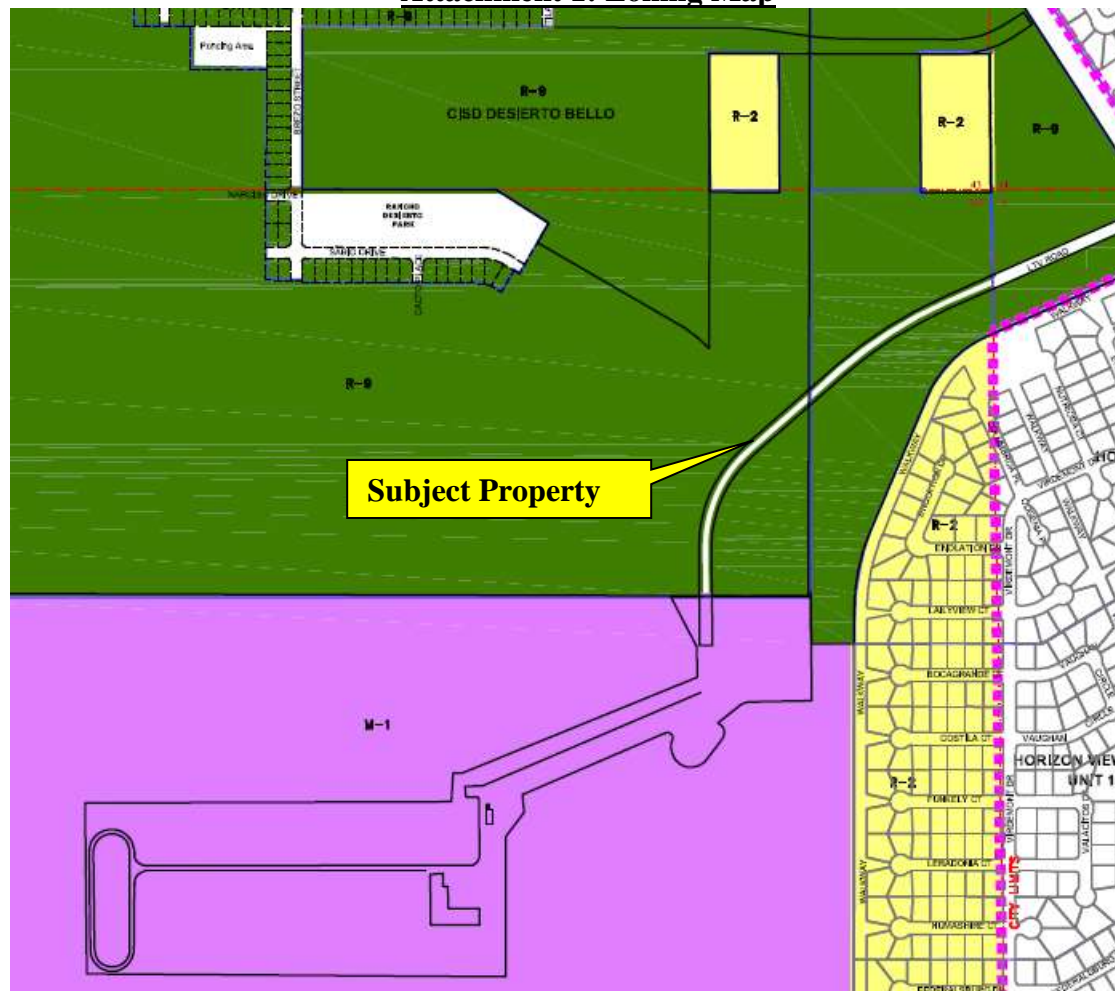
Attachment 3 – Survey

Attachment 4 - RDBU 13 Location Map

Attachment 5 - RDBU 13 Proposed Preliminary Plat

Attachment 6 – Application

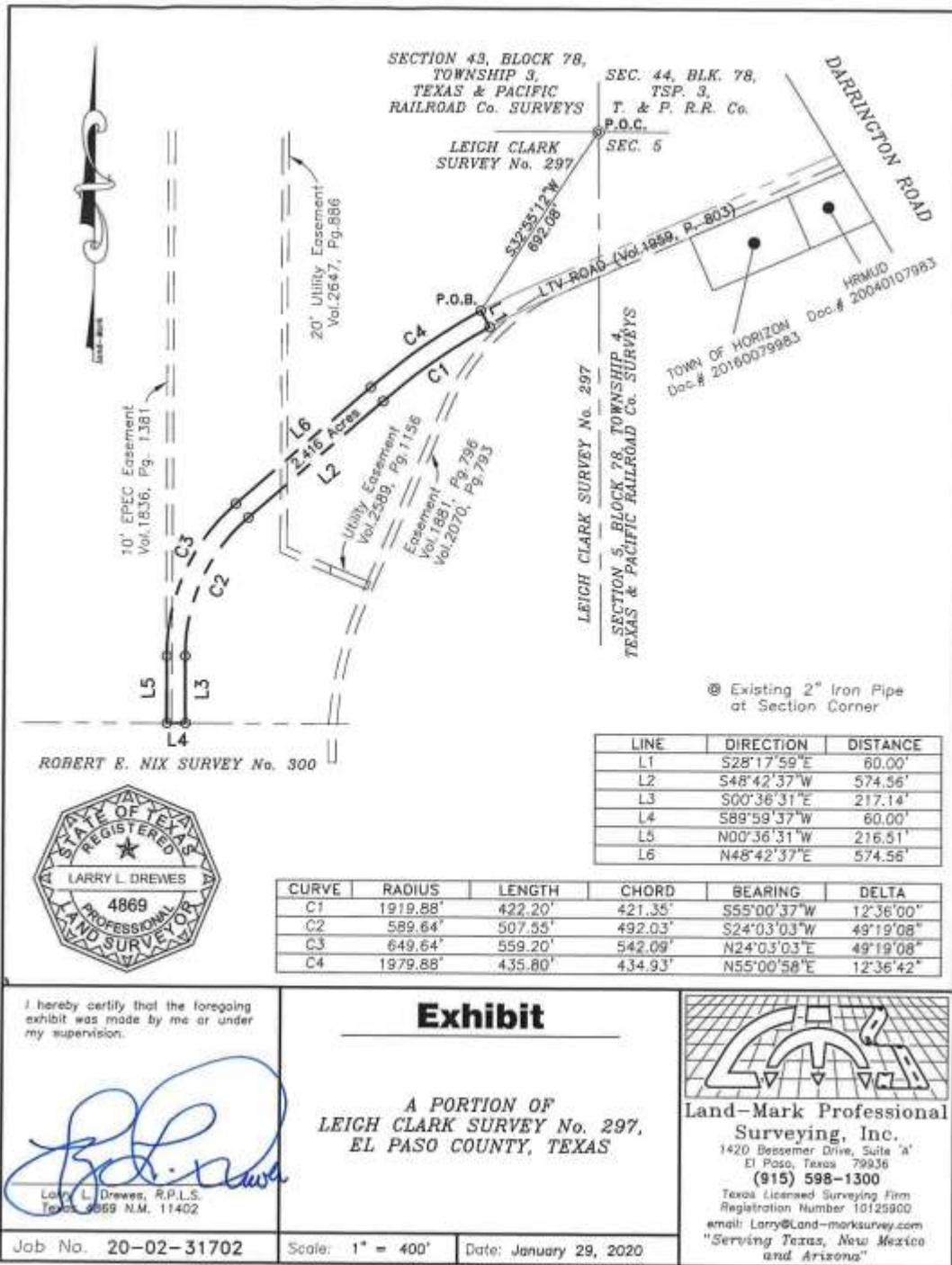
Attachment 1: Zoning Map



Attachment 2: Aerial View



Attachment 3: Survey



I hereby certify that the foregoing exhibit was made by me or under my supervision.

[Signature]

Larry L. Drewes, R.P.L.S.
Texas 4869 N.M. 11402

Exhibit

A PORTION OF
LEIGH CLARK SURVEY No. 297,
EL PASO COUNTY, TEXAS



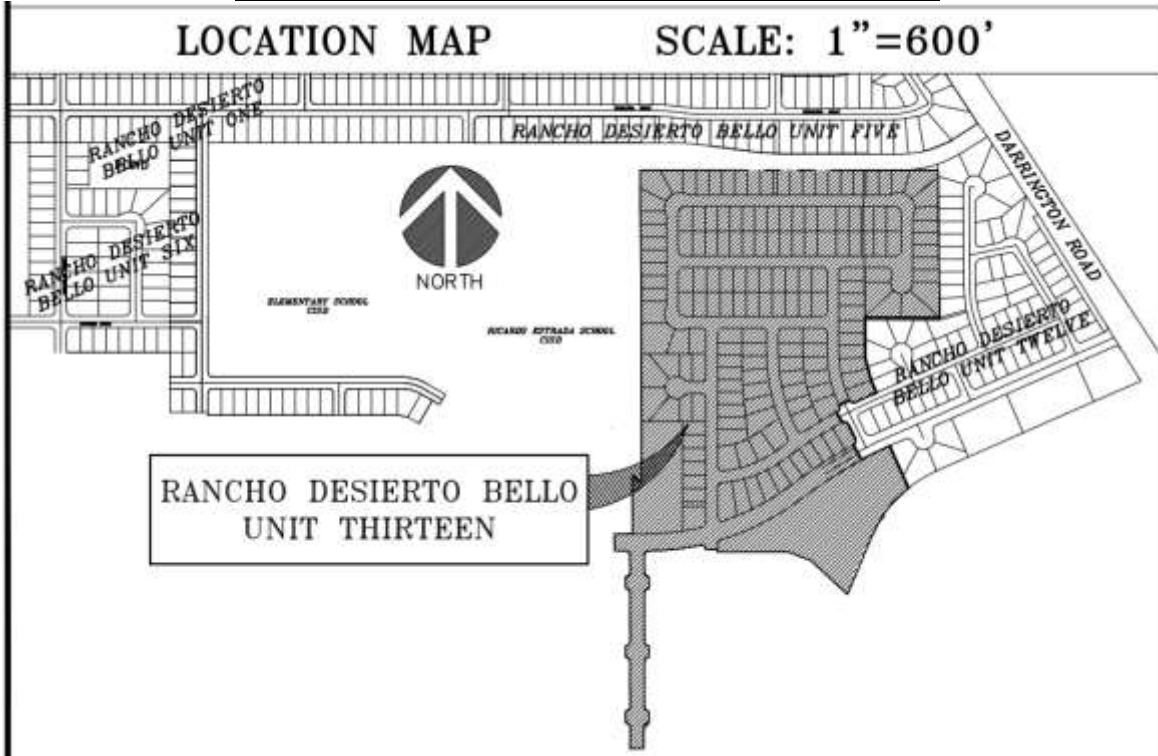
**Land-Mark Professional
Surveying, Inc.**
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm
Registration Number 10125900
email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico
and Arizona"

Job No. 20-02-31702

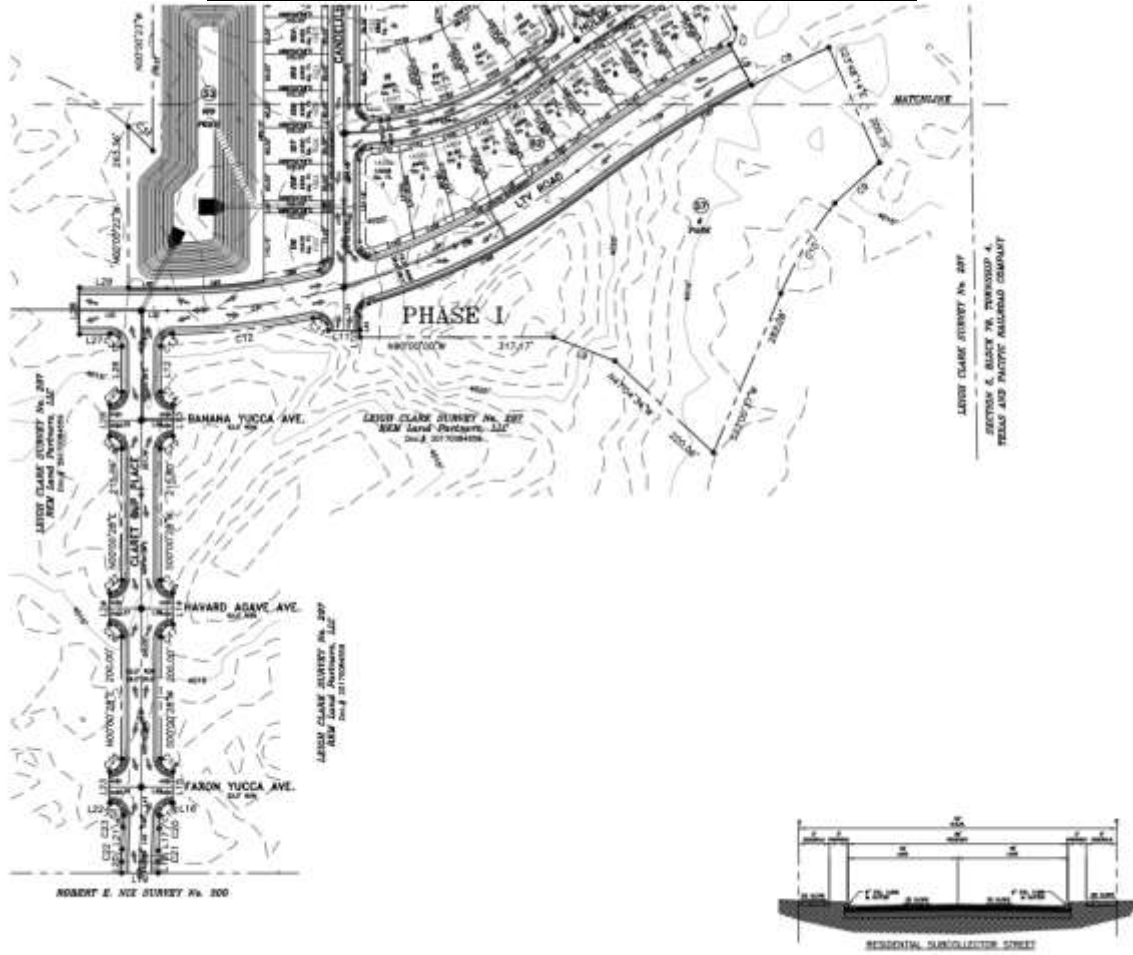
Scale: 1" = 400'

Date: January 29, 2020

Attachment 4: RDBU 13 Subdivision Location Map



Attachment 5: RDBU 13 Proposed Subdivision Plat



Attachment 6: Application



Case No. _____

VACATION OF PUBLIC EASEMENTS & RIGHTS-OF-WAY APPLICATION

Date: 01/21/2020

1. APPLICANT'S NAME RKM Land Partners, LLC
ADDRESS 7910 Gateway Blvd E. Suite 102, El Paso, Tx ZIP CODE 79915 TELEPHONE 915-591-5319
2. PROPERTY OWNER Town of Horizon City
ADDRESS 14999 Darrington Road Horizon City, Tx ZIP CODE 79928 TELEPHONE 915-852-1046
3. Request is hereby made to vacate the following: (check one) Street: Alley: Easement: Other:
Street Name / Location: LTV Rd.
Subdivision Name: Rancho Desierto Bello Unit 13
4. Reason for vacation request: Realign LTV Rd.
5. Surface improvements located in subject property to be vacated:
None Paving Curb & Gutter Power Lines/Poles Fences/Walls Structures Other
6. Underground improvements located in the existing rights-of-way:
None Telephone Electric Gas Water Sewer Storm Drain Other
7. Future use of the vacated right-of-way:
Yards Parking Expand Building Area Replat with abutting Land Other
8. Related applications which are pending (give name or file number): Zoning Board of Adjustment
Subdivision RDB 13 Building Permits Other
9. **Signatures:** All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
	<small>20104 ACRES OUT OF SECTION 30, BLOCK 10, TOWNSHIP 4, RANGE 14, COUNTY BAKKAND COMPANY SURVEY, SECTION 30 AND 41, BLOCK 10, TOWNSHIP 4, TOWNSHIP 4, RANGE 14, COUNTY BAKKAND COMPANY SURVEY AND LEASE CLAW SURVEY AND 2ND PL PLANO COUNTY, TEXAS</small>	915-591-5319

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the Town of Horizon City to grant the Vacation.

The undersigned acknowledges that he or she is authorized to do so, and upon the Town's request will provide evidence satisfactory to the Town's confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable ordinances.

OWNER / APPLICANT SIGNATURE: REPRESENTATIVE: Karen Barraza

Easement Fee: \$75
Right-of-Way Fee: \$150

Note: Applicant is responsible for all expenses incurred by the City in connection with this request, including but not limited to attorney's fees, engineering fees, appraisals, and publication. Charges will be invoiced separately. Applicant's initials: JJ

Please see reverse side for a list of items required when submitting the Vacation application.

NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.

Plan Commission Meeting
Chris Stoker, CEO
Adranos, Inc.
February 17, 2020

My name is Chris Stoker; I am the CEO of Adranos, Incorporated, an aerospace and defense company currently located in West Lafayette, Indiana. We are exploring plans to relocate our operations to the industrial facility located at 1 LTV Road in Horizon City.

At Adranos we have developed a high performance rocket fuel that can increase the range of missile systems by up to 40% and the payload capacity of certain space launch vehicles by up to 45%. We have proven that our technology works and have won numerous competitions and awards, including the grand prize at the Army's xTechSearch competition and large contract at Air Force's recent Space Pitch Day. We have raised \$1.6 million of private capital and have been awarded millions of dollars in government contracts.

We would like to perform these contracts and many others at the LTV road facility. It contains the required safety considerations, and it is suitable for classified projects. If we relocate, we plan to provide high-paying engineering and manufacturing jobs to Horizon City and engage in various collaborations with UTEP and other aerospace and defense organizations in the area. Our supporters include Horizon City's Economic Development Corporation, UTEP's Center for Space Exploration Technology, and TMD Defense and Space.

We oppose the vacation of 1 LTV Road and the approval of the Preliminary Plat of Rancho Desierto Unit 13 because the developer's plan does not adequately provide for the safety of its intended residents. The LTV road facility has manufactured and stored large quantities of munitions and energetic materials, and will continue to do so. In an emergency situation, the facility is subject to an evacuation radius requirement of at least 4,000 feet that will be greatly infringed upon by the proposed plan.

This issue, however, could be mitigated if either the developer or the city implements an emergency response plan with advanced notification that applies to all residents located within this 4,000-foot radius. Furthermore, this plan should include a buffer to address surveillance concerns that apply to classified facilities.

Moreover, this facility regularly requires the shipping and receiving of large volumes of hazardous materials and munitions. Approving a plan that invites residents to reside within a few feet of hazardous materials puts people and property at risk. However, this issue can potentially be addressed with an alternative access road that is appropriately insulated from residential areas.

These proposed solutions could enable the continued development of these areas while preserving the current use of the LTV road facility. Nevertheless, a failure to implement these or similar countermeasures could put the LTV road facility out of compliance with applicable regulations and rendered unusable for its intended purpose and put the public at substantial risk.

We recommend postponing the commissions decision in this regard while these and other solutions can be explored to provide for future residents' safety.

17 February, 2020

Town of Horizon City
City Planning Department
14999 Darrington Rd
Horizon City, TX 79928

Re: LTV Rd. Vacation of Right-of-Way Application, Case No. VAC-002436-2020
Rancho Desierto Bello Unit Thirteen, Case No. SUB-002437-2020

Members of the Horizon City Planning and Zoning Board:

With regard to the requests before the Board pertaining to the application by a land developer asking the Town of Horizon City to vacate the long-existing LTV Rd and make it part of private land owned by the applicant, and the seeking of preliminary plat approval for Rancho Desierto Bello Unit Thirteen, the following significant objections are raised:

- 1.) The primary purpose of LTV Rd. since the time of its dedication has been to serve the munitions assembly facility located at 1 LTV Rd. It was named for the LTV Corporation of Dallas, TX.
- 2.) The current request by the adjoining land developer goes against the long-standing history of the facility located at 1 LTV Rd. as having a sole-use roadway without encumbrances, specifically for accommodating the special needs of the facility involving industrial truck traffic and hazardous explosive materials. This long-standing use and highly specialized nature of the facility at 1 LTV Rd. is well known to both the adjoining landowner and the Horizon City Planning & Zoning Board, and has been acknowledged through both public testimony as well as real estate marketing materials prepared by the managing partner of the adjoining land owner (Mr. David Ballard).
- 3.) During public testimony before the Horizon City Planning & Zoning Board and Horizon City Council in November 2018 and December 2018 concerning the plat approval process for Rancho Desierto Bello Units 11-20, specific mention was made of the safety concerns of residential encroachment around the facility at 1 LTV Rd., and the conflicts with the Horizon City Municipal Code zoning ordinances that this created. And specifically, the considerations of public safety and access along LTV Rd. were presented as significant issues of incompatible land use, in allowing new residential development adjacent to a long-standing facility with over 30 years of existence in support of our National Defense.
- 4.) With regard to the Vacation of Right-of-Way Application, Case No. VAC-002436-2020, there are numerous obvious omissions which the applicant and their surveyor have omitted, and hence constitute false representation for monetary gain by the developer and a fraudulent Application. Included among these are omitting significant surface and underground improvements, and signatures of abutting landowners.

- 5.) In 2019, the United States Department of Defense (DoD) committed funding to modernize the facility at 1 LTV Rd. for long-term continued use in the research, manufacturing, storage, and transportation of explosives and energetic materials. Included in the first phase of these upgrades were the installation of appropriate security surveillance and secure telecommunications systems to support classified defense programs, along with energy-efficient LED area lighting. As part of this modernization, fiber optic cable meeting the secure data standards of the DoD was installed along the entire length of the LTV Rd. Right-of-Way, from Darrington Blvd. to the facility at 1 LTV Rd. This installation was permitted by the Town of Horizon City, and carried out by AT&T, and is conspicuously marked along LTV Rd.
- 6.) There are essential utilities located along the Right-of-Way of LTV Rd. which were not disclosed by the Vacation of Right-of-Way applicant, including marked and buried telephone cables belonging to AT&T and power lines and poles belonging to El Paso Electric Company, which serve as the primary sources of essential utilities to the facility located at 1 LTV Rd.
- 7.) The Horizon City Planning & Zoning Board and Horizon City Council are encouraged to carefully consider past testimony by the property owner of 1 LTV Rd., and present objections to the Vacation of Right-of-Way Application and Rancho Desierto Bello subdivision development plans. Continuation of new residential development is incompatible with the long-standing use of the facility at 1 LTV Rd., and presents an unnecessary risk to health, safety and welfare of potential residents surrounding the facility. The approval and implied endorsement by Horizon City of such continued development in Rancho Desierto Bello Units 11-20 will recklessly create a public risk that would render the facility located at 1 LTV Rd. unusable and constitute a Taking of the property, for which claims for the full value and lost business resulting from such Taking will be made.

Respectfully Submitted,



Michael Egan

President, TMD Defense and Space LLC

Property Owner, 1 LTV Rd. Horizon City, TX 79928

November 19, 2018

To the Board Members of the Horizon City Planning and Zoning Commission :

Thank you for your time in hearing my comments and accepting them into the Public Record on this date.

In 2006, a large tract of land in the Town of Horizon City totaling over 416 acres in the Southeast portion of the City, was re-zoned from Manufacturing to Residential. This re-zoning application was initiated by the Town of Horizon City itself. In reviewing the records of this re-zoning action, it is apparent that the Town of Horizon City failed to address the potential safety impact, and the re-zoning action was even viewed as being highly unusual by members of the Horizon City Planning and Zoning Commission itself, as evidenced by the minutes of meetings during the re-zoning process. At the time of this re-zoning action, Lockheed Martin Corporation operated the facility located at 1 LTV Rd. in Horizon City, which directly abuts the re-zoned area, and which had been in operation since 1986. The facility was very active with the manufacturing of the Army Tactical Missile System (ATACMS) at the time of the re-zoning action, and by Department of Defense Regulation, there was a required safety evacuation area of over 4,700 ft radius around the facility due to the hazardous nature of work with explosives at the facility. The re-zoning action which took place in 2006 failed to consider the safety and public risk factors of residential development in close proximity to an active missile production facility.

In the present matter before the Planning and Zoning Commission, that being a vote on whether to approve or deny the final plat for the residential subdivision designated as Rancho Desierto Bello Unit 11, the Planning and Zoning Commission is encouraged to fully consider the application for final plat approval in the context of the requirements set forth in the Horizon City Municipal Code Chapter 10 - Subdivision Regulation, and Chapter 14 - Zoning. Specifically, those sections pertaining to public safety, including Chapter 10 Paragraphs 1.2, 3.4, and Chapter 14 Paragraph 101.2 .

In March 2018, my company, TMD Defense and Space, was awarded contracts to support the US Army which will require the continued utilization of the former Lockheed Martin facility at 1 LTV Rd. And similar to Lockheed Martin, this work requires a safety evacuation area mandated by Department of Defense Regulation, which in our case, will be a 4,000 ft radius. This work will be highly beneficial to the local economy and future high-technology industrial growth of Horizon City, as well as of great benefit to the El Paso region as a whole and our University, Community College, and public schools. The facility was designed and constructed from the outset with safety in mind, and was extensively reviewed and approved by the Department of Defense for conducting the type of work that my company performs on missile systems and their related explosive components. The Department of Defense will continue to have oversight of our operations at this facility, and both the facility itself and my company have a perfect safety record in 30 years of support for our military services. However, despite the inherent safety of the facility and careful operating practices, there is a significant and real risk presented by having residential development within the 4,000 ft radius around our facility. In the case of Rancho Desierto Bello Unit 11, this planned development is in the least favorable location from a public safety perspective, as well as the proposed future development in the currently vacant land areas to the North and East of our facility. There are available areas which the developer of Rancho Desierto Bello Unit 11 also has under development at the present time which can be more safely accommodated, such as Rancho Desierto Bello Unit 19, and the Northern-most portion of Rancho Desierto Bello Unit 20.

In light of this information that is being brought before the Horizon City Planning and Zoning Commission, and which was not considered in past actions of the Planning and Zoning Commission, the Board Members are encouraged to carefully consider actions which would result in residential development in Rancho Desierto Bello Unit 11, or in any other currently vacant land areas surrounding the missile and explosives manufacturing facility located at 1 LTV Rd. in Horizon City, as well as along the arterial roadway of LTV Road, which serves as the access to the facility.

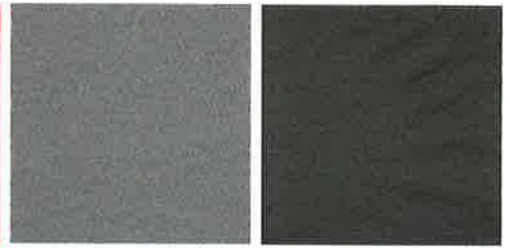
Respectfully submitted to the Board Members of the Horizon City Planning and Zoning Commission on this date,

Michael Egan
President
TMD Defense and Space



View of major utilities on LTV Rd. not disclosed on Vacation of Right-of-Way Application, including three-phase industrial power and buried fiber optic cable

1 LTV Drive, Horizon City Texas
Munitions Assembly & Fabrication Facility
For Sale or Lease



Max Prestridge

NAI El Paso

cell: 915.345.2095

email: mprestridge@naielpaso.com

www.naielpaso.com

www.naielpaso.com

Build on the power of our network.™

12350 Montwood Dr. St. 100 • El Paso, Texas 79938 • Phone 915.859.3017

The information contained herein has been given to us by the owner of the property or other sources we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it. All information should be verified prior to purchase or lease.

NAI El Paso

Commercial Real Estate Services, Worldwide.

Monday, December 10, 2018

Provided to Mayor Mendoza Wednesday January 29, 2020

Introduction:

My name is David Ballard and I represent Desert View Homes the current land owner of the property immediately north of and adjacent to the former LOCKHEED property. This property was sold to Desert View in November 2017.

I also represent EP Core Property Company who was the owner of the property sold to Desert View and who was also the owner of the former LOCKHEED property, 345.18 acres, subsequently sold to Mr. Egan in March 2017.

Purpose:

The reason for my attending the meeting this evening is two fold: first is to correct what we believe to be miss-statements made by Mr. Cantu, who represented Mr. Egan, at the most recent Planning and Zoning Commission meeting (and here tonight), and two to offer our cooperation to at least explore Mr. Egan's need with him and the Town.

However, it is very important to note and for everyone to understand that neither we, the adjacent landowners or the Town have any obligation to accommodate the "buffer" being requested by Mr. Egan. We have nothing in our possession, including the LOCKHEED lease from 1986 or any title documents that suggest such a buffer ever existed as represented by Mr. Cantu. LOCKHEED leased that property from December 1986 to the date of their lease termination in September 2014.

If LOCKHEED or anyone associated with LOCKHEED, felt they had some actual or implied extended buffer it too would have terminated with their lease in September 2014.

Mr. Egan / TMD Targets:

We became aware of Mr. Egan's original interest in the property in mid-2015 when he submitted a Letter of Intent to purchase the property from EP Core. Mr. Egan entered into an initial purchase contract with EP Core and began his investigation of the property and its surroundings for his intended use. Due to some internal issues for Mr. Egan he was unable to meet the initial contract terms and terminated that contract.

Then again in February 2017 Mr. Egan entered into a second purchase contract with EP Core and subsequently closed on the property in March 2017. The property, being 345.18 acres, is the same land formerly leased by Lockheed.

From the date of Mr. Egan's initial submittal of his Letter of Intent, mid-2015, to the date of closing he had at least 23 months to determine the feasibility of the property and its surroundings for his intended use. During that time, the suggestion of an additional buffer extending beyond

the property boundary was never discussed even though EP Core owned the property immediately north of and adjacent to the LOCKHEED property.

RE-Zoning:

When the Town approved the re-zoning of the property immediately north of and adjacent to the LOCKHEED property it did so with full knowledge of LOCKHEED's existence and the Town followed all of the rules necessary to post the re-zoning notices, send mail outs to adjacent land owners and hold public hearings, all of which resulted in the final approval of the rezoning. LOCKHEED was in full operation at that time and did not protest the re-zoning by claiming it had a buffer that extended beyond the property they leased.

To suggest the Town acted incorrectly or inappropriately is, in our opinion, simply a gross misrepresentation of the facts.

The Facts:

- LOCKHEED's land lease terminated in September 2014, as did all of their rights actual or implied with regard to the property;
- Mr. Egan had up to **23 months** to review the property and its surroundings to confirm it met his needs. Never was the suggestion of an additional buffer beyond the property at issue.
- In Mr. Egan's written statement to the Town he suggests he "**was awarded**" a contract from the US Army that requires this buffer. To our knowledge, it was not until that time that Mr. Egan decided to pursue this buffer. If Mr. Egan "**has**" accepted such a contract it appears he has done so in error and should notify the Army that he simply cannot meet the contractual obligation. The issue of the buffer is simply not an issue for us, the adjacent landowners or the Town of Horizon to resolve.
- Also in Mr. Egan's written statement he suggests "there is a significant and real risk presented by having residential development within the 4,000 ft radius around the facility." Again, if Mr. Egan "**has**" accepted such a contract with the Army it is **incumbent upon Mr. Egan** to notify the Army that he simply cannot meet the contract terms as there already exists a Junior High School (Ricardo Estrada) and residential development within the buffer zone. In fact, since the Town has the written statement from Mr. Egan it **may also be incumbent upon the Town**, to notify the Army that residences and a school already exists within the proposed buffer zone. Such notification being in the spirit of public safety.
- Following the P&Z meeting I did try to reach Mr. Egan and Mr. Cantu so that we could fully understand what they are requesting. I did not receive a call back from either individual.

- I then reached out to Mr. Walter Miller who was aware of Mr. Egan's request and Mr. Miller offered to try and facilitate a meeting between the parties. Although Mr. Miller told me he was trying to promote a call, I believe he too meet with obstacles trying to reach Mr. Egan.
- Last week I received a call from Michael Hernandez who runs the Horizon City Economic Development group and suggested he could set up a meeting with the interested parties which should include our group, Mr. Egan, UTEP and Town Administration, Michelle Padilla. We had a call last Thursday 12/6 at 10 am. Present on the call were myself, Michael and Michelle. No one from Egan's group or UTEP was available. We had a positive conversation and agreed that we would certainly be willing to sit down and discuss ways, if any, to work with Mr. Egan and that is where we are today.

Closing:

I again want to make it clear that we are not here to create issues for Mr. Egan or interrupt his ability to use his facility as it was originally intended. I don't know that we can offer or accommodate any solution to address Mr. Egan's request but we also know that we have no obligation to do so; however, we are at least willing to listen.

Respectfully,

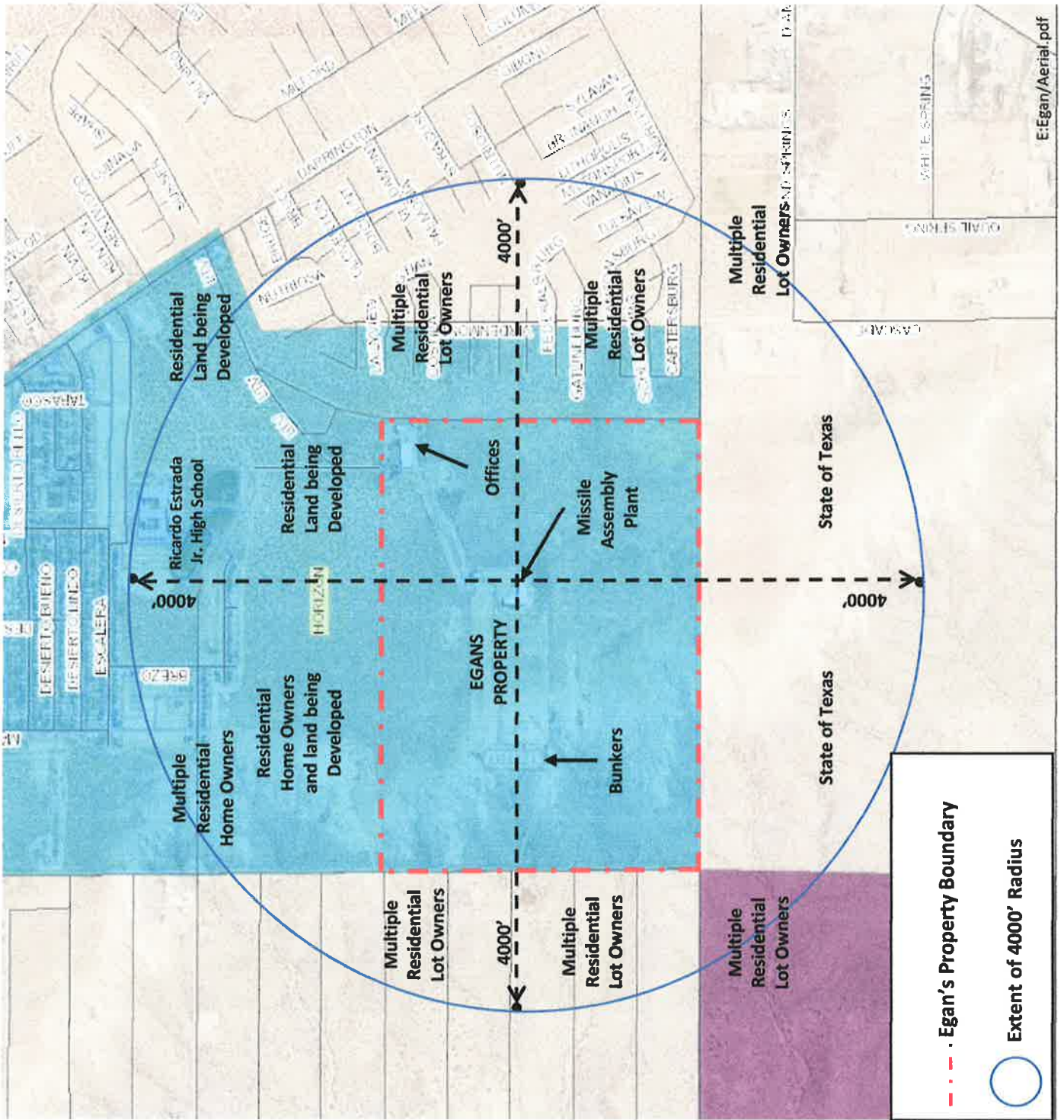
David Ballard

David Ballard

On Behalf of:

Desert View Homes and

E. P. Core Property Company



LMC Properties, Inc
100 South Charles Street, Suite 1400 Baltimore, MD 21201
Telephone: 410 468.1000 Facsimile: 410.468 1075

LOCKHEED MARTIN
Via Fedex

July 30, 2014

Mr. David Ballard
EP Core Property Company
c/o Huntington Group
12350 Montwood Drive
Suite 100
El Paso, TX 79928
915-852-0200

Re: Lease dated December 4, 1986, as extended (the "Lease"), between EP Core Property Company, successor in interest to R.A.K. Inc. ("Landlord"), and Lockheed Martin Corporation, successor in interest to LTV Aerospace & Defense Company ("Tenant") for 345.18 acres ("Premises") located at 1 LTV Drive, Horizon City, TX, as more fully described in the Lease

Dear Mr. Ballard,

Pursuant to Section 1(B) of the Lease, Tenant hereby provides the required sixty (60) days' advance written notice to Landlord to terminate the Lease effective as of September 30, 2014. Tenant will pay the termination fee of [REDACTED] (\$ [REDACTED]) to Landlord on or before September 30, 2014.

We have appreciated your cooperation throughout our tenancy. Should you have any questions or require any additional information, please contact me at 410-468-1014.

Sincerely,

Lockheed Martin Corporation

By: LMC Properties, Inc., Attorney in Fact
Under Irrevocable Power of Attorney effective July 28, 2010



James Damm
Manager, Real Estate

CC: via e-mail

Ms. Wendy Hansen - MFC
Ms. Kimberly Nelson / Petra Liverpool - LMCP
Mr. Matt Sonne / Ms. Mary Yourishin / Ms. Paula Thompson - JLL

Follow Up Notes:

December 6, 2018 / Conference Call

I had the requested call this morning with Horizon EDC, Michael Hernandez, and Town staff, Michelle Padilla. Representatives from UTEP and Mr. Egan were not able to make the call.

The parties agreed that any discussion we are currently having would not hold up final approvals for RDB 11 or preliminary/final approvals for RDB 12. That said they are still not completely clear what Egan really "must" have to accommodate his contract with the Feds. Whether that be the 4,000-foot buffer or possibly a 200' buffer beyond his northerly property line.

We briefly discussed a potential purchase of the Desert View remaining acreage (200 – 220 acres, less RDB 11 and 12) and suggested the purchase price would have to be \$5.5M for us to consider it. Hernandez asked if we would consider a land swap for another parcel elsewhere in the County and I indicated we would take that into consideration but it would have to have all the same benefits as this property and may require some additional cash to get us comfortable based on costs we have already incurred on this parcel.

Another option discussed is creating a 200' buffer along the north side of Egan's property. Again, the Parties had no idea if this would even work for Egan but wanted to toss it out for discussion. I suggested it was something we can consider, especially if it could be used to accommodate the park requirements we will have to meet if we continue with our project. Both Michelle and Michael were amenable to that but again had no idea if that is even a consideration for Egan.

Being sympathetic to our timing needs they did ask how long they have to consider options and I suggested no more than 60 days as we have deadlines, we need to meet that include the construction of the new lift station. Once we start construction on the lift station, we can no longer consider other options and will have to move forward with our current development plans.

They were very appreciative of our willingness to consider the options and stated they would approach the other parties quickly and try to determine if there is an option that might work for everyone.

November 19, 2018

To the Board Members of the Horizon City Planning and Zoning Commission :

Thank you for your time in hearing my comments and accepting them into the Public Record on this date.

In 2006, a large tract of land in the Town of Horizon City totaling over 416 acres in the Southeast portion of the City, was re-zoned from Manufacturing to Residential. This re-zoning application was initiated by the Town of Horizon City itself. In reviewing the records of this re-zoning action, it is apparent that the Town of Horizon City failed to address the potential safety impact, and the re-zoning action was even viewed as being highly unusual by members of the Horizon City Planning and Zoning Commission itself, as evidenced by the minutes of meetings during the re-zoning process. At the time of this re-zoning action, Lockheed Martin Corporation operated the facility located at 1 LTV Rd. in Horizon City, which directly abuts the re-zoned area, and which had been in operation since 1986. The facility was very active with the manufacturing of the Army Tactical Missile System (ATACMS) at the time of the re-zoning action, and by Department of Defense Regulation, there was a required safety evacuation area of over 4,700 ft radius around the facility due to the hazardous nature of work with explosives at the facility. The re-zoning action which took place in 2006 failed to consider the safety and public risk factors of residential development in close proximity to an active missile production facility.

In the present matter before the Planning and Zoning Commission, that being a vote on whether to approve or deny the final plat for the residential subdivision designated as Rancho Desierto Bello Unit 11, the Planning and Zoning Commission is encouraged to fully consider the application for final plat approval in the context of the requirements set forth in the Horizon City Municipal Code Chapter 10 - Subdivision Regulation, and Chapter 14 - Zoning. Specifically, those sections pertaining to public safety, including Chapter 10 Paragraphs 1.2, 3.4, and Chapter 14 Paragraph 101.2 .

In March 2018, my company, TMD Defense and Space, was awarded contracts to support the US Army which will require the continued utilization of the former Lockheed Martin facility at 1 LTV Rd. And similar to Lockheed Martin, this work requires a safety evacuation area mandated by Department of Defense Regulation, which in our case, will be a 4,000 ft radius. This work will be highly beneficial to the local economy and future high-technology industrial growth of Horizon City, as well as of great benefit to the El Paso region as a whole and our University, Community College, and public schools. The facility was designed and constructed from the outset with safety in mind, and was extensively reviewed and approved by the Department of Defense for conducting the type of work that my company performs on missile systems and their related explosive components. The Department of Defense will continue to have oversight of our operations at this facility, and both the facility itself and my company have a perfect safety record in 30 years of support for our military services. However, despite the inherent safety of the facility and careful operating practices, there is a significant and real risk presented by having residential development within the 4,000 ft radius around our facility. In the case of Rancho Desierto Bello Unit 11, this planned development is in the least favorable location from a public safety perspective, as well as the proposed future development in the currently vacant land areas to the North and East of our facility. There are available areas which the developer of Rancho Desierto Bello Unit 11 also has under development at the present time which can be more safely accommodated, such as Rancho Desierto Bello Unit 19, and the Northern-most portion of Rancho Desierto Bello Unit 20.

In light of this information that is being brought before the Horizon City Planning and Zoning Commission, and which was not considered in past actions of the Planning and Zoning Commission, the Board Members are encouraged to carefully consider actions which would result in residential development in Rancho Desierto Bello Unit 11, or in any other currently vacant land areas surrounding the missile and explosives manufacturing facility located at 1 LTV Rd. in Horizon City, as well as along the arterial roadway of LTV Road, which serves as the access to the facility.

Respectfully submitted to the Board Members of the Horizon City Planning and Zoning Commission on this date,

Michael Egan
President
TMD Defense and Space

RESOLUTION

WHEREAS, the County of El Paso, Texas (the "County") owns approximately 4.142 acres of land commonly known as LTV Road, and the County purchased the property in fee on or about July 28, 1988, for the purpose of constructing, managing, and operating a public road (the "County Property") within the County jurisdiction at that time; and

WHEREAS, the Town of Horizon City (the "City") was incorporated in 1988, and since the County Property was thereafter located and remains located within the City's city limits, as a matter of state law; and

WHEREAS, while the County has continued to own the County Property in fee simple but no longer has a need to keep approximately 2.416 acres of the County Property in its road or real property inventory; and

WHEREAS the City assumed control and management of LTV Road within in its City limits; and

WHEREAS, for purposes of efficiency and interlocal governmental cooperation, the County believes it is in the best interest of the public to convey its fee interest in approximately 2.416 acres of the County Property to the City for public purposes.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY:

That the Mayor be authorized to sign a Purchase and Sale Agreement by and between the County of El Paso, Texas, and the Town of Horizon City which will convey the County's interest in a 2.416 acres parcel, more or less, and commonly known as LTV Road, to the City.

PASSED AND APPROVED this, the _____ day of December, 2021.

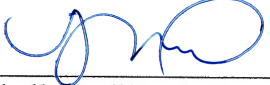
Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:


By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO CONTENT:



Michelle Padilla, AICP, CNU-A
Planning Director

APPROVED AS TO FORM:



Theresa Cullen Cordova
Assistant City Attorney

4.02 Remedies.

A. In the event of a default by one Party prior to Closing, the other, non-defaulting Party may waive such default and proceed to Closing or may terminate this Agreement upon written notice delivered to the defaulting Party within twenty (20) days of the end of the 30-day cure period. The right to terminate this Agreement pursuant to this section shall be cumulative of any other remedies available to the County or the City at law or in equity for a breach of this Agreement.

B. In the event of a default by one Party after closing, the other, non-defaulting Party may give written notice to the defaulting Party of the default. The defaulting Party shall have a period of thirty (30) days after the delivery of the notice to cure the default.

C. In the event that such default is not cured, the non-defaulting party may, by all legal and equitable means, require the defaulting party and any appropriate official of the defaulting Party (acting solely in his or her official capacity) to remedy any default under, and carry out the provisions of this Agreement, including specifically the use and filing of mandamus proceeding in any court of competent jurisdiction in El Paso County, Texas.

D. .

E. All remedies may be exercised concurrently, whenever, and as often as the need arises. Waiver of any breach does not constitute any continuing waiver or a waiver of any subsequent breach of this Agreement.

V. MISCELLANEOUS PROVISIONS

5.01 No Partnership. It is expressly understood and agreed that the each Party shall operate as an independent entity in each and every respect and not as an agent, representative or employee of the other. The Parties further agree that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the County and the City. Each Party will be responsible for its own actions in undertaking activities pursuant to this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the activities undertaken by the other Party.

5.02 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; pandemic; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to perform

500 E. San Antonio Street, 3rd Floor
El Paso, Texas 79901
FAX: (915) 546-2133

Each Party shall have the right to designate a different address within the United States of America by giving in conformity with the Section.

5.07 Independent Agreement. The termination of this Agreement pursuant to a right in this Agreement shall not affect the obligations of any Party with regards to any other agreement between them.

5.08 Interpretation. In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

5.09 No Third-Party Beneficiaries. The provisions and conditions of this Agreement are solely for the benefit of the City and the County and any lawful assign or successor of the County and are not intended to create any rights, contractual or otherwise, to any other person or entity.

5.10 Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

5.11 Entire Agreement. This Agreement contains the entire agreement of the parties. This Agreement can be amended or assigned only by written agreement signed by the Parties.

5.12 Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

5.13 Binding Effect. This Agreement is binding upon the respective heirs, executors, administrators, personal representatives, successors and assigns of the Parties.

5.14 Counting Days. If any of the deadlines set forth end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next day which is not a Saturday, Sunday or legal holiday. The term "business days" as used shall mean all days which are not a Saturday, Sunday or legal City or County holiday.

EXHIBIT "B"

Form of Special Warranty Deed

SPECIAL WARRANTY DEED

STATE OF TEXAS § **KNOW ALL BY THESE**
§
COUNTY OF EL PASO § **PRESENTS:**

That **THE COUNTY OF EL PASO, TEXAS**, a political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Nine Thousand and No/100 Dollars (\$90000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto **THE TOWN OF HORIZON CITY**, a municipal corporation and political subdivision of the State of Texas ("Grantee"), the following described tract of land (the "Property") in El Paso County, Texas:

TO HAVE AND TO HOLD, subject to the reservations and exceptions herein, the Property, together with all and singular the rights, improvements and appurtenances thereto in anywise belonging, unto the said GRANTEE, GRANTEE'S heirs, executors, administrators, successors and/or assigns forever, and subject to the reservations and exceptions herein, GRANTOR binds itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property to GRANTEE, its heirs, executors, administrators, successors and/or assigns against every person lawfully claiming or to claim all or any part of the Property, by, through, or under GRANTOR, but not otherwise.

This conveyance is made subject to all restrictions, conditions, reservations, covenants, easements, rights of way, and prescriptive rights, if any, that are valid and of record, or visible and apparent upon the ground of the Property.

"AS-IS, WHERE IS" SALE. EXCEPT AS STATED BELOW, GRANTEE AGREES AND ACKNOWLEDGES THAT GRANTOR IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS, WITHOUT WARRANTY, EXPRESS OR IMPLIED, WITH ANY AND ALL LATENT AND PATENT DEFECTS. GRANTEE ACKNOWLEDGES THAT GRANTOR HAS MADE THE PROPERTY AVAILABLE FOR INSPECTION BY GRANTEE AND GRANTEE'S REPRESENTATIVES. GRANTEE HAS INSPECTED OR WILL HAVE INSPECTED PRIOR TO CLOSING THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT FELT NECESSARY BY GRANTEE, INCLUDING ALL IMPROVEMENTS THEREON, AND ACCEPTS TITLE TO THE SAME "AS IS" IN ITS EXISTING

PHYSICAL CONDITION. BY CLOSING THIS TRANSACTION, GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY, STATEMENT OR OTHER ASSERTION OF GRANTOR OR ANY OFFICIAL, AGENT, REPRESENTATIVE OR EMPLOYEE OF GRANTOR WITH RESPECT TO THE PROPERTY'S CONDITION. GRANTEE IS RELYING SOLELY AND WHOLLY ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY, IS FULLY SATISFIED WITH THE PROPERTY, AND ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY. GRANTOR DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKES NO WARRANTIES OF TITLE, HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER. GRANTEE IS PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL PUBLIC RECORDS AVAILABLE REGARDING THE PROPERTY. NOTWITHSTANDING THE FOREGOING, GRANTOR WARRANTS THAT THE PROPERTY IS IN COMPLIANCE WITH ALL CITY CODES AT THE TIME OF CONVEYANCE.

EXECUTED this _____ day of _____, 2021

COUNTY OF EL PASO, TEXAS

By: _____
Ricardo Samaniego, County Judge

DRAFT

ORDINANCE NO. _____

AN ORDINANCE VACATING A 2.416 ACRE PORTION OF THE CITY RIGHT-OF-WAY KNOWN AS LTV ROAD LOCATED WITHIN A PORTION OF LEIGH CLARK SURVEY NO. 297, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS; AND PROVIDING FOR REPEALER AND SEVERABILITY CLAUSES

WHEREAS, the abutting property owners have requested vacation of a parcel of land being a 2.416 acre portion of the right-of-way known as LTV Road located within a Portion of Leigh Clark Survey No. 297, Town of Horizon City, Texas.

WHEREAS, after public hearing, the Town of Horizon City Planning and Zoning Commission has recommended that said portion of right-of-way should be vacated.

WHEREAS, the City Council finds that the vacation of said portion of right-of-way is in the public interest of the Town of Horizon City, Texas.

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

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

1. ENACTMENT OF STREET VACATION

A 2.416 portion of the right-of-way known as LTV Road located within a Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas, further described by metes and bounds attached hereto as Exhibit "A" and incorporated by reference herein, is hereby vacated and the Mayor is hereby authorized to sign an instrument quitclaiming all of the City's right, title and interest in such vacated parcel to RKM Land Partners, LLC.

2. FINDINGS OF FACT

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

3. REPEALER

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

4. SEVERABILITY

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

5. EFFECTIVE DATE

This Ordinance shall be effective upon passage.

6. PROPER NOTICE AND MEETING

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

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

TOWN OF HORIZON CITY

by: _____
Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:



Theresa Cullen Cordova, Assistant City Attorney

First Reading 12/14/2021
Second Reading 01/11/2022

EXHIBIT "A"

SECTION 43, BLOCK 78,
TOWNSHIP 3,
TEXAS & PACIFIC
RAILROAD Co. SURVEYS

SEC. 44, BLK. 78,
TSP. 3,
T. & P. R.R. Co.
P.O.C.

LEIGH CLARK
SURVEY No. 297

SEC. 5

S32°55'12"W
692.08'

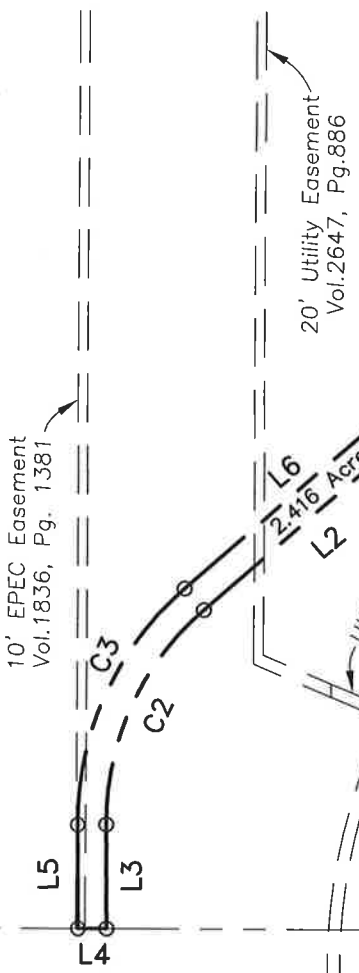
P.O.B.

LTV ROAD (Vol. 1959, P. 803)

DARRINGTON ROAD

TOWN OF HORIZON Doc.# 20160079983
HRMUD Doc.# 20040107983

LEIGH CLARK SURVEY No. 297
SECTION 5, BLOCK 78 TOWNSHIP 4
TEXAS & PACIFIC RAILROAD Co. SURVEYS



ROBERT E. NIX SURVEY No. 300

© Existing 2" Iron Pipe
at Section Corner

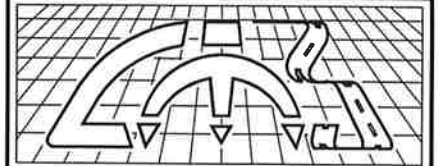
LINE	DIRECTION	DISTANCE
L1	S28°17'59"E	60.00'
L2	S48°42'37"W	574.56'
L3	S00°36'31"E	217.14'
L4	S89°59'37"W	60.00'
L5	N00°36'31"W	216.51'
L6	N48°42'37"E	574.56'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	1919.88'	422.20'	421.35'	S55°00'37"W	12°36'00"
C2	589.64'	507.55'	492.03'	S24°03'03"W	49°19'08"
C3	649.64'	559.20'	542.09'	N24°03'03"E	49°19'08"
C4	1979.88'	435.80'	434.93'	N55°00'58"E	12°36'42"



Exhibit

A PORTION OF
LEIGH CLARK SURVEY No. 297,
EL PASO COUNTY, TEXAS



Land-Mark Professional
Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm
Registration Number 10125900
email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico
and Arizona"

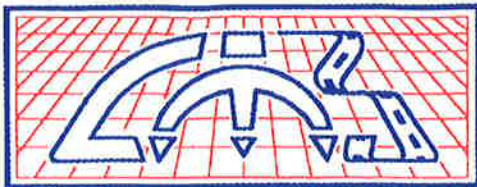
I hereby certify that the foregoing
exhibit was made by me or under
my supervision.

Larry L. Drewes, R.P.L.S.
Texas 4869 N.M. 11402

EXHIBIT "A"

Land - Mark Professional Surveying Inc.

"Serving Texas, New Mexico and Arizona"



METES AND BOUNDS DESCRIPTION

BEING A PORTION OF LEIGH CLARK SURVEY No. 297, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, for reference, at an existing 2-inch iron pipe located at the northwest section corner of Section 5, Block 78, Township 4, Texas & Pacific Railroad Company Surveys, and the northeast corner of Leigh Clark Survey No. 297; **THENCE**, South $32^{\circ}55'12''$ West, a distance of 692.08 feet to a point lying in the northwesterly right-of-way line of LTV Road, for a corner of this parcel and the **POINT OF BEGINNING** of this parcel description;

THENCE, South $28^{\circ}17'59''$ East, departing said northwesterly right-of-way line of LTV Road, a distance of 60.00 feet to a point lying in the southeasterly right-of-way line of LTV Road, for a corner of this parcel;

THENCE, Southwesterly with the arc of a curve to the left, and with said southeasterly right-of-way line of LTV Road, a distance of 422.20 feet to a point, for a corner of this parcel; Said curve having a radius of 1919.88 feet, a central angle of $12^{\circ}36'00''$, and a chord which bears South $55^{\circ}00'37''$ West, a distance of 421.35 feet;

THENCE, South $48^{\circ}42'37''$ West, continuing with said southeasterly right-of-way line of LTV Road, a distance of 574.56 feet to a point, for a corner of this parcel;

THENCE, Southwesterly with the arc of a curve to the left, continuing with said southeasterly right-of-way line of LTV Road, a distance of 507.55 feet to a point, for a corner of this parcel; Said curve having a radius of 589.64 feet, a central angle of $49^{\circ}19'08''$, and a chord which bears South $24^{\circ}03'03''$ West, a distance of 492.03 feet;

THENCE, South $00^{\circ}36'31''$ East, continuing with said southeasterly right-of-way line of LTV Road, a distance of 217.14 feet to a point in the northerly line of Robert E. Nix Survey No. 300, for a corner of this parcel;

THENCE, South $89^{\circ}59'37''$ West, departing said southeasterly right-of-way line of LTV Road and with said northerly line of Robert E. Nix Survey No. 300, a distance of 60.00 feet to a point in the northwesterly right-of-way line of said LTV Road, for a corner of this parcel;

THENCE, North $00^{\circ}36'31''$ West, departing said northerly line of Robert E. Nix Survey No. 300 and with said northwesterly right-of-way line of LTV Road, a distance of 216.51 feet to a point, for a corner of this parcel;

THENCE, Northeasterly with the arc of a curve to the right, continuing with said northwesterly right-of-way line of LTV Road, a distance of 559.20 feet to a point, for a corner of this parcel;


Said curve having a radius of 649.64 feet, a central angle of $49^{\circ}19'08''$, and a chord which bears North $24^{\circ}03'03''$ East, a distance of 542.09 feet;

THENCE, North $48^{\circ}42'37''$ East, continuing with said northwesterly right-of-way line of LTV Road, a distance of 574.56 feet to a point, for a corner of this parcel;

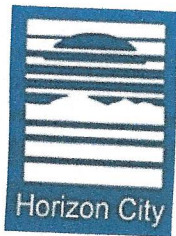
THENCE, Northeasterly with the arc of a curve to the right, continuing with said northwesterly right-of-way line of LTV Road, a distance of 435.80 feet to the **POINT OF BEGINNING**; Said curve having a radius of 1979.88 feet, a central angle of $12^{\circ}36'42''$, and a chord which bears North $55^{\circ}00'58''$ East, a distance of 434.93 feet.

Said parcel contains 2.416 Acres (105,224 Square Feet) more or less.

LAND-MARK PROFESSIONAL
SURVEYING, INC.


Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 31702
January 29, 2020





**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 9, 2021
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager *Teresa Quezada*
SUBJECT: That the Mayor be authorized to sign an Advance Funding Agreement for STP-MM Reconstruction Off-System by and between the Town of Horizon City, Texas and the State of Texas acting by and through the Texas Department of Transportation, for the North Darrington Road Reconstruction Project (CSJ #0924-06-587)

The attached resolution authorizes the Mayor to sign the attached Local Transportation Project Advance Funding Agreement with the Texas Department of Transportation (TXDOT) for N. Darrington Reconstruction from Eastlake Blvd. to Oxbow Drive project.

The agreement calls for TXDOT to develop the design and manage the construction of the project. The total project estimate is \$13,792,518; the City's match is estimated at \$922,661 or approximately 6.7% of the total project budget. The agreement includes an adjustment to the local match through the Economically Disadvantaged Counties Program (EDCP).

Along with the reconstruction of the roadway, the project scope also includes the installation of a drainage system and the construction of a drainage pond. Horizon City will be responsible for the property acquisition associated with the pond site and temporary construction easements during the project construction.

Staff recommends approval of the resolution.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, TEXAS:

That the Mayor be authorized to sign an Advance Funding Agreement for STP-MM Reconstruction Off-System by and between the Town of Horizon City, Texas and the State of Texas, acting by and through the Texas Department of Transportation, for the North Darrington Road Reconstruction Project (CSJ #0924-06-587). The project consists of reconstructing the four-lane roadway on Darrington Road from Eastlake Boulevard to Oxbow Drive to include a shared use-path. This project will be full depth pavement reconstruction and provide an addition of a storm sewer. Total estimated cost for the project is \$13,792,518.00 with the City contributing a local match of approximately \$922,661.00. And, that the Mayor be authorized to sign all documents, agreement amendments, and perform all actions required to fulfill the obligations of the City under this Advance Funding Agreement.

PASSED AND ADOPTED this ____ day of _____, 2021.

THE TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova

Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

Michelle Padilla

Michelle Padilla AICP, CNU-A
Planning Director

TxDOT:		Federal Highway Administration:	
CSJ #	0924-06-587 RCSJ # 0924-06-608	CFDA No.	20.205
District #	24- El Paso	CFDA Title	Highway Planning and Construction
Code Chart 64 #	19745		
Project Name	North Darrington Road Reconstruction	<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
STP-MM Reconstruction
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **Town of Horizon City**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **a reconstruction of North Darrington Road**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in

TxDOT:		Federal Highway Administration:	
CSJ #	0924-06-587 RCSJ # 0924-06-608	CFDA No.	20.205
District #	24- El Paso	CFDA Title	Highway Planning and Construction
Code Chart 64 #	19745		
Project Name	North Darrington Road Reconstruction	<i>AFA Not Used For Research & Development</i>	

Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	State	Environmental Assessment and Mitigation	Article 9
3.	State	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of reconstructing the four-lane roadway on Darrington Road from Eastlake Boulevard to Oxbow Drive to include a shared use-path. This project will be full depth pavement reconstruction and provide an addition of a storm sewer system.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual

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who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible

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for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit

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or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government’s proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The

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Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for

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participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government

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representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Town of Horizon City ATTN: Planning Director 14999 Darrington Road Horizon City, Texas 79928	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

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- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration

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of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract

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or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more

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than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

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Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

Date

Signature

Typed or Printed Name

Typed or Printed Title

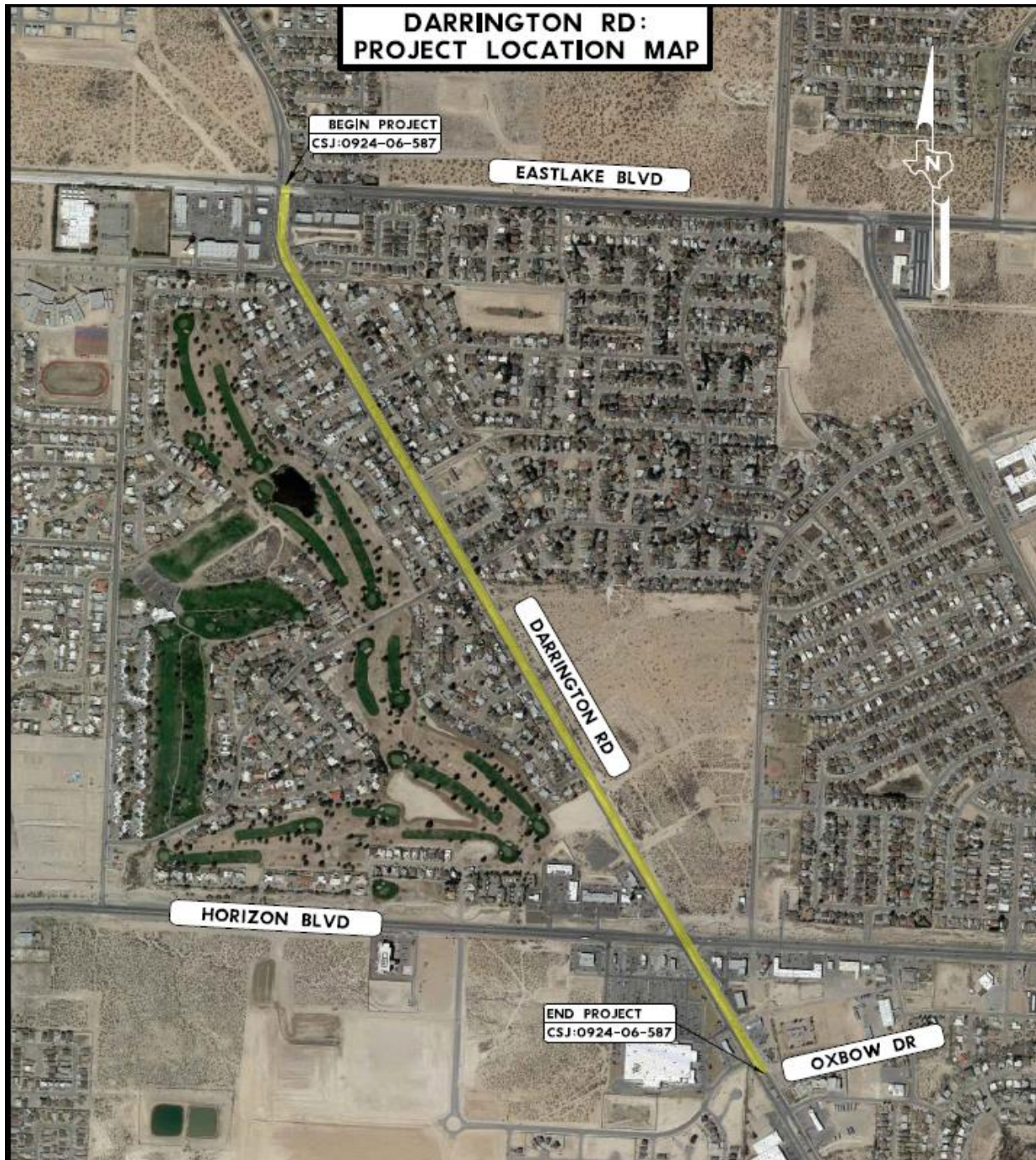
Date

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**ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

TxDOT:		Federal Highway Administration:	
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**ATTACHMENT B
LOCATION MAP SHOWING PROJECT**



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ATTACHMENT C PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Engineering (by State)	\$2,471,000	0%	\$0	100%	100%	\$2,471,000	0%	0%	\$0
Environmental (by State)	\$205,000	0%	\$0	100%	100%	\$205,000	0%	0%	\$0
Right of Way (by Local Government)	\$500,000	80%	\$400,000	0%	0%	\$0	0%	20%	\$100,000
Construction (by State)	\$10,120,758	80%	\$8,096,606	0%	12%	\$1,214,491	20%	8%	\$809,661
Subtotal	\$13,296,758		\$8,496,606			\$3,890,491			\$909,661
Environmental Direct State Costs	\$3,089	0%	\$0	0%	0%	\$0	100%	100%	\$3,089
Right of Way Direct State Costs	\$618	0%	\$0	0%	0%	\$0	100%	100%	\$618
Engineering Direct State Costs	\$3,707	0%	\$0	0%	0%	\$0	100%	100%	\$3,707
Utility Direct State Costs	\$1,262	0%	\$0	0%	0%	\$0	100%	100%	\$1,262
Construction Direct State Costs	\$4,324	0%	\$0	0%	0%	\$0	100%	100%	\$4,324
Indirect State Costs	\$482,760	0%	\$0	100%	100%	\$482,760	0%	0%	\$0
TOTAL	\$13,792,518		\$8,496,606			\$4,373,251			\$922,661

Initial payment by the Local Government to the State: \$8,676.

Payment by the Local Government to the State before construction: \$813,985.

Total payment by the Local Government to the State: \$822,661

The total amount of Local Government participation shall not exceed the amount appearing above.

JOINT RESOLUTION

**The Town of Horizon City Council and Board of Directors of Reinvestment
Zone Number One Town of Horizon City**

WHEREAS, The Town of Horizon City Council (“Council”) and the Board of Directors of Reinvestment Zone Number One Town of Horizon City (“TIRZ Board”) signed a Participation, Cost Allocation and Reimbursement Agreement (“Agreement”) on April 26, 2021;

WHEREAS, pursuant to the terms of the Agreement, Council agreed that the Town of Horizon City would make a loan to the TIRZ Board in Fiscal Year 2021-2022 in an amount necessary to cover first year operating expenses;

WHEREAS, at the time the TIRZ FY 2021-2022 budget was approved, the parties determined the amount of the loan should be \$149,766.00; and

WHEREAS, the parties would like to consummate the loan transaction and memorialize the manner the Town of Horizon City will be repaid.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Town of Horizon City Obligation.** Pursuant to Section 4.2 of the Agreement the Town of Horizon City will advance the sum of \$150,000.00 to the TIRZ Board for the purpose of covering operating expenses for FY 2021-2022. The loan will be interest free and fully due and payable on or before December 31, 2026.
2. **TIRZ Board Obligation.** The TIRZ must repay the Town of Horizon City the full \$150,000.00 on or before December 31, 2026. The loan may be repaid incrementally or in one lump sum provided the entire \$150,000.00 is paid in full by the due date.
3. **Remedies in the Event of Default.** In addition to any other remedies provided in law or in equity, in the event the TIRZ Board fails to repay the Town of Horizon City the full \$150,000.00 by February 31, 2026, the Town of Horizon City may, at its discretion withhold Tax Increment contributions owed to the TIRZ Board pursuant the Agreement until it has reimbursed itself the full \$150,000.00.

This Joint Resolution was passed and approved by both parties the ____ day of _____, 2021.

Town of Horizon City

**Reinvestment Zone Number
One Town of Horizon City**

**By: _____
Ruben Mendoza, Mayor**

**By: _____
Ruben Mendoza, Chairperson**

ATTEST:

APPROVED AS TO FORM:

By: _____
Elvia Schuller, City Clerk

By: _____
Sylvia Borunda Firth
Assistant City Attorney



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 9, 2021
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager *T. Quezada*
SUBJECT: Discussion and Action on a resolution authorizing the Mayor to sign on behalf of the Town of Horizon City certain change orders on contracts for public projects

As previously presented to Council, staff has been following the procedures as formalized in this resolution to process change orders required for public works projects on a timely basis. The Mayor has been executing change orders where:

1. The total of the change order is a value less than \$9,999.00; and
2. The total increases to time are less than 5 working days or 7 calendar days depending on the wording of the construction contract; and
3. The scope of the project is not proposed to be modified.

If any one of the three conditions is not present, the change order has been brought to City Council for their consideration.

The attached resolution formalizes this procedure and specifically authorizes the Mayor to execute change orders that meet these criteria.

Staff recommends approval.

RESOLUTION

WHEREAS, pursuant to Texas Local Government Code Section 252.048, if changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes; and

WHEREAS, the total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants; and

WHEREAS, if a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders; and

WHEREAS, the original contract price may not be increased under this section by more than twenty-five percent (25%), and the original contract price may not be decreased under this section by more than twenty-five percent (25%) without the consent of the contractor, and

WHEREAS, pursuant to Section 4.01 of the City Charter for the Town of Horizon City, the City Council desires to delegate limited authority to the Mayor to execute change orders for public works contracts as an administrative official of the municipality.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

2. CHANGE ORDER AUTHORITY FOR PUBLIC WORKS CONTRACTS

The City Council hereby grants the following authority to the Mayor to sign on behalf of the Town of Horizon City change orders on contracts for public works projects provided that the funding for the contract is contained in an approved budget, the original contract price may not be increased by more than twenty-five percent (25%), and the original contract price may not be decreased by more than twenty-five percent (25%) without the consent of the contractor:

- The dollar amount of the Change order is less than \$9,999.99,

- Fewer than seven (7) calendar days or five (5) workdays (depending upon the definition of days in the contract) are not added to the contract term, and
- The scope of work is not amended to include additional work or delete work.

PASSED & APPROVED this, the _____ day of _____, 2021.

THE TOWN OF HORIZON CITY

Ruben Mendoza,
Mayor

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

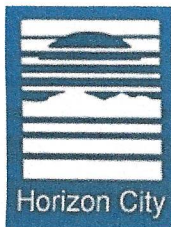
Theresa Cullen Cordova

Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

Michelle Padilla

Michelle Padilla AICP, CNU-A
Planning Director



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 9, 2021

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager

SUBJECT: Discussion and Action on a resolution approving the amended procedures, the "Architectural, Engineering and Surveying Professionals Services, Selection Procedure".

*Teresa Quezada
12/9/2021*

City Council approved the selection procedure for design professionals in February 2014 and has amended the procedures in January 2018, and August 2019 as recommended by staff to maintain the procedures compliant with state law and to allow for the efficient and effective consultant selection for the City's capital improvement projects.

The proposed amendments to the procedure do not change the substance of the procedures but clarify certain aspects so the procedures can be approved by the Texas Department of Transportation (TXDOT). TXDOT approval is necessary to allow Horizon City staff to utilize its processes to follow all the required steps to acquire the necessary right-of-way for the N. Darrington Reconstruction project.

The most significant revisions to the procedure include:

- Inclusion of "surveyors" and "surveying professionals" throughout the resolution and procedure for completeness; and
- Identification of the federal and state laws and regulations that govern the selection process.

Stylistic changes were made to the document to improve clarity and flow, but the procedures were not modified.

Staff recommends approval.

RESOLUTION

WHEREAS, the Town of Horizon City approved an initial Capital Improvement Program (CIP) in 2014 and held the annual public hearing on a proposed three-year CIP for fiscal years 2018-2019 through 2020-2021 on September 11, 2018 in accordance with section 5.08 of the City Charter; and

WHEREAS, the proposed CIP projects include high priority and high need street and right of way improvements and drainage improvements and recreational and municipal facilities; and

WHEREAS, the City will develop these projects in accordance with federal and state law and regulations; and

WHEREAS, the City selects engineers, architects, and surveyors to prepare plans and documents that will allow the City to procure contracts for selected CIP projects; and

WHEREAS, the City adopted a resolution on February 1, 2014 approving the “Architect and Engineer (A/E) Selection Process”, establishing the “Architect and Engineer Selection Committee” (the Committee) and establishing the Planning Director’s responsibility for reviewing the procedure and forms; and

WHEREAS, the City adopted a revised resolution on January 16, 2018 approving the revised “Architect and Engineer (A/E) Selection Process” to allow the Committee to recommend that City Council select an architectural or engineering provider who has been approved by a State of Texas Department, the County of El Paso or the City of El Paso through a similar request for qualifications selection process in compliance with state law; and

WHEREAS, the City adopted a revised resolution on August 29, 2019 approving the revised “Architect and Engineer (A/E) Selection Process” for selecting Architect and Engineering professionals based on qualifications, as required by state law; and

WHEREAS, the purpose of the Architectural and Engineering Selection Process is to establish general guidelines for conducting architectural, engineering, and surveying professional services selections by and for the City, and the City desires to update its selection procedures,

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

1. That the Council approve the amended procedures, the “Architectural, Engineering and Surveying Professional Services Selection Procedure”, attached to this Resolution as **Exhibit “A”**, for selecting architect, engineering, and surveying professionals based on qualifications, as required by state law.

2. That the Council hereby establishes an “Architectural, Engineering and Surveying Selection Committee” comprised of the Planning Director, the Finance Director, the Public Works Director, the City Engineer, and the CIP Manager to administer the policy and recommend selected architects, engineers, and surveyors to the Council for projects and other professional services for CIP and any other City projects and as may be required by the City.

3. That the Planning Director is responsible for reviewing the procedure and forms periodically and recommending changes to the Council.

PASSED AND ADOPTED THIS _____ DAY OF _____ 2021

THE TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova

Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT

Michelle Padilla AICP, CNU-A
Planning Director

EXHIBIT "A"



Town of Horizon City

Architectural, Engineering and Surveying Professional Services Selection Procedure

The purpose of this procedure is to ensure architectural, engineering, and surveying professionals are selected based on qualifications for the City's specific projects as required by federal and state laws and regulations, including but not limited to 23 CFR Part 172 and with Texas Government Code 2254, Subchapter A. The procedure establishes the steps that the City will use to advertise projects requiring architectural, engineering, or surveying professional services and requests for qualifications that interested firms (providers) must submit; the steps and materials interested providers must submit for review in response to the City's request; and the process the City will follow to review the submitted materials and recommend a selected provider for contract award.

General Procedures

1. As part of this procedure, individuals in the following positions will serve as the Architectural, Engineering and Surveyor Professional Services Selection Committee (the "Selection Committee"):
 - Planning Director
 - Finance Director
 - Public Works Director
 - City Engineer
 - Capital Improvements Program (CIP) Manager.
2. The Mayor may, at his discretion, add no more than two (2) persons to the Selection Committee for the selection of a provider for a specific project, and the additional persons may include City department heads expected to use or occupy the facility to be designed or other City professionals who bring project-specific expertise to the professional services selection process.
3. The Mayor may, at his discretion, add either a Texas registered professional engineer or Texas licensed architect who are not under contract with the City to serve on the Selection Committee if specific expertise is needed, or in lieu of the City Engineer, if the firm serving as City Engineer, submits a statement of qualifications for the project under consideration.

4. The Selection Committee will determine which CIP projects require project specific architectural, engineering or surveying professional services and will develop the selection schedule for the architectural, engineering or surveying professional services.
5. The Selection Committee will participate in scoping meetings for the project.
6. The Selection Committee will hold scoping meetings to identify the required elements of the project, determine potential issues associated with the project including but not limited to:
 - right-of-way or property acquisition;
 - coordination with upcoming development; and
 - coordination with other agencies or governmental entities such as utility providers or the Texas Department of Transportation (TXDOT).
7. Alternatively, the Selection Committee may recommend that the City Council select an architectural, engineering or surveying professional services provider who has been approved by a State of Texas agency or department, the County of El Paso, El Paso Water Utility, the Camino Real Regional Mobility Authority, or the City of El Paso through a similar two-step, qualifications-based process in selecting and negotiating costs for contracts with the professional providers or other qualifications-based selection process in compliance with state law.

Issuance of Request for Qualifications

8. The Selection Committee will prepare the Request for Qualifications (RFQ) Packet that will include the project scope of work and that identifies the minimum qualifications that architectural, engineering or surveying professional service providers must demonstrate in the first phase of evaluation.
9. The RFQ Packet will be available through the City's website. Projects requiring architectural, engineering, or surveying professional services may also be provided to architectural, engineering or surveying professional services organizations.
10. Providers will submit a response that includes two components: a Statement of Qualifications (SOQ) and a project specific response that addresses the architectural, engineering or surveying professional services requirements for the project. The Selection Committee may designate a maximum number of pages for the complete response.

Selection Process

11. The Selection Committee will evaluate the responses of the architectural, engineering or surveying professional services providers and may invite a maximum of five (5) providers to participate in an oral interview.
12. The Selection Committee will notify selected providers to participate in the oral interview, if any.

Providers not selected for interviews will be notified of their status by the recommendation to approve a project contract on a posted City Council agenda; any other notice maybe provided at the City's option.

13. The Selection Committee will determine the need to hold oral interviews. If oral interviews are necessary, the Selection Committee will hold oral interviews, rank the qualified providers, and select the most highly qualified provider to be nominated for the architectural, engineering or surveying professional services contract award.
14. The Selection Committee will notify the most highly qualified provider selected for the proposed contract award and provide the forms the provider must complete along with the City's standard agreement for architectural, engineering or surveying professional services and the project scope of work.

Providers not selected for any proposed contract will be notified of their status by the recommendation to approve a project contract on a posted City Council agenda; any other notice may be provided at the City's option.

15. The Selection Committee will hold a scoping meeting with the most highly qualified provider nominated for contract award.
16. The Planning Director will conduct fee negotiations with the most highly qualified provider and request assistance from other members of the Selection Committee to complete the negotiations.
17. If the City and the proposed the most highly qualified provider cannot agree on terms of scope and prices, the City will formally end negotiations with the provider and begin negotiations with the next most highly qualified provider and attempt to negotiate a contract with this provider.

18. The City shall continue this process to select and negotiate with a provider until successful negotiations with a provider result in a recommend contract award, or if negotiations fail, shall restart the selection process.
19. The CIP Manager will post City Council award contract for recommended approval and authorization for the Mayor to execute the contract.
20. Upon City Council approval, the CIP Manager will schedule a project kick-off meeting with the selected provider.

Adopted February, 2014;
Revised January, 2018;
Revised August, 2019;
Revised December, 2021

PAID QUARANTINE LEAVE POLICY

Statement of Purpose/Applicability

Pursuant to Texas Local Government Code Section 180.008, the Town of Horizon City (“City”) hereby adopts this paid quarantine leave policy for peace officers who are employed by the City and ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.

Definitions

- (1) “Health authority” means a physician appointed by the City to administer state and local laws relating to public health within the City's jurisdiction.
- (2) “Paid quarantine leave” means:
 - (I) all employment benefits and compensation, including leave accrual, pension benefits, and health benefit plan benefits provided by the City; and
 - (II) if applicable, reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation costs.
- (3) “Peace officer” means police officers licensed by the Texas Commission on Law Enforcement and employed by the City.

Quarantine Leave

A City peace officer who is ordered to quarantine or isolate by the person’s supervisor or the City’s health authority due to a possible or known exposure to a communicable disease while on duty is entitled to receive paid quarantine leave for the duration of the leave.

No Reduction in Compensation and Benefits

The City will not reduce a peace officer’s sick leave balance, vacation leave balance, holiday leave balance, or other paid leave balance in connection with paid quarantine leave taken in accordance with this policy.

RESOLUTION

WHEREAS, Texas Local Government Code Section 180.008 requires a city to adopt a paid quarantine leave policy for fire fighters, peace officers, detention officers, and emergency medical technicians (as applicable for each city) who are employed by, appointed by, or elected to one of those positions when someone who holds one of those positions is ordered by a supervisor or local health authority to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.

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

That the Town of Horizon City adopts the Paid Quarantined Leave Policy attached as Exhibit "A".

PASSED AND ADOPTED this _____ day of _____, 2021.


THE TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:



Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

Michael McConnell, CPM, Ph.D.
Chief of Police

PAID QUARANTINE LEAVE POLICY

Statement of Purpose/Applicability

Pursuant to Texas Local Government Code Section 180.008, the Town of Horizon City ("City") hereby adopts this paid quarantine leave policy for peace officers who are employed by the City and ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.

Definitions

- (1) "Health authority" means a physician appointed by the City to administer state and local laws relating to public health within the City's jurisdiction.
- (2) "Paid quarantine leave" means:
 - (I) all employment benefits and compensation, including leave accrual, pension benefits, and health benefit plan benefits provided by the City; and
 - (II) if applicable, reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation costs.
- (3) "Peace officer" means police officers licensed by the Texas Commission on Law Enforcement and employed by the City.

Quarantine Leave

A City peace officer who is ordered to quarantine or isolate by the person's supervisor or the City's health authority due to a possible or known exposure to a communicable disease while on duty is entitled to receive paid quarantine leave for the duration of the leave.

No Reduction in Compensation and Benefits

The City will not reduce a peace officer's sick leave balance, vacation leave balance, holiday leave balance, or other paid leave balance in connection with paid quarantine leave taken in accordance with this policy.



MEMORANDUM

TO: Honorable Mayor and City Council Members
FROM: Chief McConnell
DATE: December 9, 2021
RE: ESD#2 Emergency Dispatching/911 Interlocal Agreement

Background

In 2015, the police department entered into an interlocal agreement with Emergency Services District #2 (ESD#2), wherein the police department provides emergency radio fire dispatching/911 services. Like the previous agreement, this interlocal agreement is automatically renewed for each of the following four years for a total of five years.

Recommendation

Discussion and Action: On a Resolution authorizing the Mayor or his designee to sign Interlocal agreement for emergency dispatching/911 services between ESD#2 and the Town of Horizon City. (Mayor Mendoza/Chief McConnell)

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE TOWN OF HORIZON CITY, TEXAS, AND
THE EL PASO COUNTY EMERGENCY SERVICES DISTRICT NO. 2
FOR DISPATCH SERVICES**

This Agreement is made by and between the **TOWN OF HORIZON CITY, TEXAS**, hereinafter referred to as "**City**" and **EL PASO COUNTY EMERGENCY SERVICES DISTRICT NO. 2**, hereinafter referred to as "**District 2**," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the City is a home rule municipality situated in El Paso County, Texas; and

WHEREAS, District 2 is an Emergency Services District situated in El Paso County, Texas; and

WHEREAS, the City and District 2, have determined that it is mutually beneficial for the City to provide fire dispatching services for incidents involving fires, property loss and damage from emergencies, medical emergencies, special rescue emergencies and certain non-emergency calls for assistance or service; and

WHEREAS, the City currently provides fire dispatching services for District No. 2 situated in El Paso County, Texas, pursuant to an Interlocal Governmental Agreement, and expects to continue providing those services pursuant to this Agreement; and

WHEREAS, the City and District 2 agree that reliable emergency dispatch services assists and benefits both the City and District 2; and

WHEREAS, District 2 operates and maintains its own radio equipment that is compatible with the Horizon City Police Department radio network; and

WHEREAS, the El Paso County 9-1-1 Emergency Communications District ("9-1-1

District”) is providing the necessary funding and additional equipment to the City that is necessary for the City to have the desired level of capabilities to dispatch firefighting equipment and personnel of District 2, and the performance by the City under this Agreement is dependent upon the 9-1-1 District providing such funds and equipment; and

WHEREAS, the City and District 2 are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001, *et seq.* (the "Act"), and Chapter 775 Texas Health and Safety Code, which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, the City and District 2, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Firefighting equipment and personnel of District No. 2 will be dispatched the City in accordance with the terms and conditions of this Agreement to any point within the area for which District No. 2 normally provides firefighting and fire protection services of the type stated in the above recitals. This shall include dispatching District 2’s equipment and personnel in response to a request for mutual aid properly made by other departments and a response and assistance will be provided by District 2.
2. Dispatching services will be provided at the same level, degree and type as customarily provided in the City. Procedures for establishing prioritization of calls shall be the responsibility of the City and all calls will be dispatched according to Horizon City Police Department protocols, which include the use of strategic and tactical guidelines as have been developed by the City. District 2 may unilaterally amend their strategic and tactical guidelines at any time and provide a copy of all such guidelines to the Horizon City Police Chief to allow the City to make any adjustments to the dispatching protocols as the Chief determines to be necessary and appropriate in light of District 2’s guidelines. Information concerning dispatch protocols will be made available to qualified personnel from District 2.
3. Services will be provided by the City twenty-four hours per day, seven days per week during the period of this agreement. All City personnel taking any action on behalf of the City pursuant to this Agreement will be considered employees of the City for all purposes. The City shall, in its sound discretion, have the right and be authorized to make such decisions and judgments as it deems necessary and appropriate in the hiring and employment of dispatchers and control of all personnel, standards of employee performance, discipline and all other aspects of supervision shall be entirely the responsibility of the City. All liabilities for salaries, wages, other compensation benefits, injury or sickness for City staff rendering service for this Agreement shall be provided by the City.
4. City agrees that it will staff the communications center considering staffing availability and staffing needs of District 2 and the Police Department. The goal is

to maintain at least three dispatchers on shift at all times.

5. At all times, there will be at least one dispatcher assigned to the county fire talk group.
6. The City will maintain the records relating to the dispatching services according to The City's retention schedules for all dispatching records. The City will make available to District 2, all official records of voice recordings of radio calls, telephone calls and CAD dispatch records relating to District 2 when requested by qualified personnel of District 2. Any record that is in the possession of the City is subject to Texas Public Information Act . District 2 shall cooperate with the City with regards to responses necessary for requests or subpoenas for records relating to the dispatching services under this Agreement and District 2 shall assign a contact person for this purpose.
7. In the event that any additional equipment, software or upgrades other than that provided by the 9-1-1 District, or any replacement equipment, software or upgrades be necessary for City to perform the services set out under this Agreement, such equipment or replacement equipment, software or upgrades shall be purchased and provided to the City by District 2, or the City may purchase, and District 2 will pay a proportionate share of the total cost. The City shall give written notice to District 2 as to the need for any additional or replacement equipment, software or software upgrades and District 2 shall purchase and provide such equipment within ninety (90) days of the date of the notice, or the City shall notify the District 2 it will purchase, and a proportionate share of the cost shall be paid by the District 2. Should there be a dispute as to the need for any additional or replacement equipment, the parties shall request a review and determination as to the need by the Director of the 9-1-1 District. The decision of the Director of the 9-1-1 District shall be the final ruling on the matter.

Failure of District 2 to either provide additional or replacement equipment, software, or upgrades or to reimburse the City for any purchases made pursuant to this agreement within 90 days shall be an event of default and may, result in a termination of the Agreement as provide for below.
8. Each party shall be solely responsible for fiscal or other sanctions, liabilities, penalties, or fines occasioned as a result of its own violations or requirements applicable to performance under this Agreement.
9. A lump sum annual payment for each year during the term of this Agreement shall be paid on or before October 15 for the term of service commencing in October of each year. 1. Alternatively, equal payments may be made quarterly in the amount listed in the annual cost letter provided by the City. The parties agree that the compensation to be made by District 2 to the City as set forth in this Agreement is in an amount intended to fairly compensate the City for the services that it provides hereunder.

The Parties shall meet to negotiate the lump sum annual payment or quarterly payments to be paid for the services under this Agreement so that the amount paid to the City fairly compensates the City for the services it provides under this Agreement. The Parties will commence such negotiations as soon as practicable on or after April 1 of each year starting on April 1, 2022. The Mayor and the District President will agree in writing as to any change in the lump sum annual payment or quarterly payments and shall attach such written agreement to this Agreement, and such action shall not require the action of the governing bodies to be effective as an amendment to this Agreement. If such written agreement does not include the method or time period allowed for making payment of such lump sum annual payment, the lump sum shall be paid in full on or before October 31, 2021. Should the Parties fail to reach agreement as to the lump sum annual payment due for any term of this Agreement, the City may terminate this Agreement pursuant to Section 15.

10. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement.
11. Any liability incurred in connection with the Agreement is subject to the immunities and limitation of the Texas Tort Claims Act or other applicable laws. By entering into this Agreement, neither party waives, nor shall be deemed to waive, and right, immunity, or defense that party may have.
12. **Term.** This Agreement shall be in full force and effect for an initial term beginning on, October 1, 2021, and ending on September 30, 2022. This Agreement shall automatically renew for successive, additional terms of one (1) year each for an aggregate number of terms not to exceed five (5) years, not including the initial term, unless any party shall provide written notice to the other party of its intent not to renew this Agreement at least 180 days in advance of the next scheduled renewal date.
15. **Termination.**
If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within ten (10) business days, then in and in that instance, the ten (10) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach.

If, in the opinion of the non-breaching party, the breaching party does not cure the breach within ten (10) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking any remedies available hereunder and/or under the law terminate this Agreement by providing at least ninety (90) days written notice to the breaching party.

The City shall additionally have the right to terminate this agreement by providing at least sixty (60) days written notice to District 2 if District 2 fails to approve a base annual sum due to the City under any additional term of one year for this Agreement beginning 2021 in an amount that the City agrees is an amount that fairly compensates the City for the services that is provides under this Agreement. In such event, District 2 shall pay the City for services rendered prior to the effective date of termination on a pro-rata basis, using the most recently agreed-upon level of compensation.

16. **Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
17. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law) present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements an only during the time such conflicts exists.
18. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
19. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and District 2, and not otherwise.
- 20.

21. **Venue and Governing Law.** This agreement shall be governed by and construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising out of or in connection with this Agreement shall lie exclusively in El Paso County, Texas. The parties acknowledge and agree that this Agreement concerns the provisions of goods and services and is a contract subject to the provisions of Subchapter I, Chapter 271, Texas Local Government Code, as same exists on the effective date of this Agreement.

22. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: Town of Horizon City
 Attention: Ruben Mendoza, Mayor
 14999 Darrington Road
 Horizon City, TX 79928

If to District: El Paso County Emergency Services District No. 2
 Attention: Board President
 Board of Commissioners
 16001 Socorro Road
 Fabens, TX 79838

Each notice demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

23. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

24. **Assignment.** This Agreement shall not be assignable.

25. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

26. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall

include the plural whenever and so often as may be appropriate.

27. **Authority to Execute.** The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary law, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
28. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
29. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
30. **No Third-Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the Parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
31. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet of the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903
32. **Severability.** Should any phrase, clause, sentence, or section of this Agreement be Judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken from this Agreement and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included.
33. **Prior Agreements Superseded.** This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

WITNESS THE HAND OF THE PARTIES effective as of the last day and year written below.

TOWN OF HORIZON CITY, TEXAS

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller
City Clerk, Town of Horizon City

APPROVED AS TO FORM:

Sylvia Borunda Firth
Assistant City Attorney, Town of Horizon City

Signatures Continued on Next Page

**EL PASO COUNTY EMERGENCY
SERVICES DISTRICT NO. 2**

**By: _____
Adrian Saldana, President**

ATTEST:

**By: _____
Jaqueline Butler, Secretary
El Paso County Emergency
District No. 2**

APPROVED AS TO FORM:

**By: _____
Ken Campbell, Attorney
El Paso County Emergency
District No. 2**

RESOLUTION

WHEREAS, the Town of Horizon City (“City”) is a home rule municipality situated in El Paso County, Texas and as such is legally authorized to entire into interlocal agreements with other governmental entities pursuant to the Texas Interlocal Cooperation Act;

WHEREAS, El Paso County Emergency Services District No. 2 (“District 2”) is an emergency services district situated in El Paso County, Texas and as such is legally authorized to entire into interlocal agreements with other governmental entities pursuant to the Texas Interlocal Cooperation Act;

WHEREAS, the City and District 2, have determined that it is mutually beneficial for the City to provide fire dispatching services for incidents involving fires, property loss and damage from emergencies, medical emergencies, special rescue emergencies and certain non-emergency calls for assistance or service to support the work of District 2; and

WHEREAS, the City currently provides fire dispatching services for District. 2 and both parties would like to continue providing those services.

NOWTHEREFORE, BE IT RESOLVED THAT:

The Mayor is hereby authorized to sign and deliver the attached Interlocal Agreement by and between the City and District to set forth the manner the services are to be provided.

Approved the 14th Day of December 2021.

Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Elvia Schuller, City Clerk

By: _____
Sylvia Borunda Firth, Assist. City Atty.

RESOLUTION

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

That the Town of Horizon City Employee Policy Manual be updated to include the Employee Floating Holiday and a Shift Differential for Police Dispatch Personnel as recommended by the Chief of Police for the Town of Horizon City and as attached as Exhibit "A".

PASSED AND ADOPTED this _____ day of _____, 2021.


THE TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:



Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

Michael McConnell, CPM, Ph.D
Chief of Police



MEMO

TO: Honorable Mayor Mendoza and City Members
FROM: Police Chief McConnell & HR Resources Coordinator Elizabeth Acosta
RE: Change to Personnel Policy Manual/Telecommunicators Shift
Differential/Floating Holiday
DATE: November 16, 2021

Our communications division continues to experience challenges in recruitment and retention with four current openings. In an effort to recruit and retain employees, staff requests the ability to include shift differential pay to telecommunicators working on the second and third shifts similarly as we do with police officers.

First Shift	0600 – 1400	No differential pay.
Second Shift	1400 – 2200	.50 cents per hour differential pay.
Third Shift	2200 – 0600	\$1.00 Per hour differential pay.

According to an evaluation performed by the finance director, there is no negative impact this fiscal year because of the four current telecommunicator openings.

Recommendation: On an update to the Employee Policy Manual to include the Employee Floating Holiday and Shift Differential for Police Dispatch Personnel.

Shift Differential (Police Dispatch)

Scope: All Regular Full-Time and Regular Part-Time Police Telecommunicators

Policy: Shift Differential

Policy Date:

The Chief may, at his discretion implement 10 or 12-hour shifts. In the event such shifts are implemented, the employees assigned to work the extended hour shifts will be entitled to shift differential pay of one dollar (\$1.00) per hour for only those hours actually worked between the hours of 6:00 p.m. and 6:00 a.m.

While assigned traditional **eight 8-hour shifts** the following shift differential will apply:

- a) While working the evening/swing shift, employees shall be paid a shift differential of fifty cents (\$0.50) per hour.(2:00 p.m. to 10:00 p.m.)
- b) While working the third shift, employees shall be paid a shift differential of one dollar (\$1.00) per hour. (10:00 p.m. to 6:00 a.m.)
- c) Overtime is paid based on the shift employee was assigned to and worked that day.

All Holiday pay will only be based upon an eight 8-hour workday, regardless of whether the employee is working a 10 or 12-hour shift. Employees wishing to take time off on an actual holiday will need to supplement this time with an additional 2 or 4 hours paid time off leave or comp time leave or utilize part of the 8 hours each work cycle which must be spent (unpaid) to ensure that the proper number of hours are worked each pay period.

In the event the Chief of Police implements a 10 or 12-hour shift schedule, overtime will be calculated according to Employee Policy Manual Pay Administration Section on Overtime (hours paid).

Holidays

Scope: All Regular Full-Time and Regular Part-Time employees

Policy: Floating Holiday

Policy Date:

Each employee will be entitled to one 8-hour floating holiday per calendar year. The floating holiday can be taken in coordination with the Employee's supervisor anytime during the year. In the event the Employee is assigned to a 9- or 10- or 12-hour shift, the time off over the 8 hours floating holiday must be charged against the Employee's PTO or Comp Time balance. It shall be each Employee's responsibility to schedule and take their floating holiday. If not used the Floating Holiday will expire at the end of each calendar year and will not be carried over.



MEMO

TO: Honorable Mayor Mendoza
CC: Elizabeth Acosta, Human Resources
FROM: Police Chief McConnell
RE: Upcoming Retirement
DATE: November 29, 2021

This memo will serve as notice of my intent to retire as Chief of Police on Monday, March 14, 2022. The date I have selected falls after my 64th birthday and works well to provide enough time for a smooth succession.

It has been my honor to serve as your Chief of Police for these past 12-years. I wanted to take a few moments to identify some of the more important accomplishments we have achieved:

- Body-worn cameras for officers
- Portable radios for all officers
- Began a Movies in the Park program
- Initiated a significant effort to improve public outreach (community service officer)
- Becoming recognized with the Texas Best Practices program
- Improved the chase policy to reduce liability
- Worked to raise wages and benefits to meet the local market
- Led the effort to obtain TMRS for all employees
- Installed a new communications radio system
- Negotiated interlocal agreements for County Fire dispatching
- Completion of the new police building plan (awaiting construction)
- Negotiation of four collective bargaining agreements
- Added staff proportionately to address community growth
- Added a full-time training officer to meet the growing requirements
- Implemented and supervised an Information Technology program

I am confident the team I have assembled will meet and exceed the challenges during this transition (and beyond). I stand ready to help in providing any assistance you might require during the transition.

Mike McConnell