



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, January 11, 2022, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, January 11, 2022 at 6:00 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

MEETING VIDEO:

<https://vimeo.com/665039666>

<https://vimeo.com/665041457>

- 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:** **4**
December 14, 2021 Regular City Council Meeting.
- 4. Discussion and Action:** **10**
Mayor/CIP Manager
On an update on the Capital Improvement Program.
- 5. Request to Excuse Absent Council Members:**

REGULAR AGENDA

- 6. Discussion:**
Mayor
On the reappointment of Alderman Walter Miller to the El Paso Central Appraisal District Board of Directors for 2022-2023.

7. PUBLIC HEARING:

Mayor/Finance Director

2nd 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.

- 8. Discussion and Action:** **33**
Mayor/Finance Director

2nd 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.

9. Discussion and Action:	37
Mayor/Finance Director	
On a Resolution that the Mayor be authorized to sign a Software As a Service Agreement between the Town of Horizon City and Tyler Technologies, Inc.	
10. PUBLIC HEARING:	
Mayor/Planning Director	
2nd 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.	
11. Discussion and Action:	69
Mayor/Planning Director	
2nd 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.	
12. Discussion and Action:	102
Mayor/Planning Director	
On a recording plat application and authorizing the Mayor to sign the recording plat for Rancho Desierto Bello Unit 13 Phase 2 (#SUB002478-2021), legally described as a portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Application submitted by TRE & Associates, LLC.	
13. Discussion:	111
Mayor/Planning Director	
1st Reading of Ordinance No. _____ , An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from PUD to C-1; containing approximately 8.69 acres; being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Company surveys, Town of Horizon City, El Paso County, Texas; south of the intersection of Kenazo Avenue and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the City; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.	
14. Discussion:	132
Mayor/Planning Director	
1st Reading of Ordinance No. _____ , An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from PUD to C-1; containing approximately 4.944 acres; being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Company Surveys, Town of Horizon City, El Paso County, Texas; north of the intersection of Kenazo Avenue and Horizon Boulevard; and authorizing the notation of the change on the official zoning map of the City; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.	
15. Discussion and Action:	137
Mayor/Planning Director	
On a preliminary plat application (#SUB002489-2021) for Kenazo Estates Unit One, a property legally described as being Tract 8, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas Containing 4.944 Acres +/- Application submitted by Conde, Inc.	
16. Discussion and Action:	153
Mayor/Planning Director	
On a preliminary plat application (#SUB002490-2021) for Kenazo Estates Unit Two, a property legally described as being Tract 9, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas Containing 8.695 Acres +/- Application submitted by Conde, Inc.	
17. Discussion and Action:	154
Mayor/Planning Director	
On the preliminary & final plat applications (#SUB002470-2021) for Horizon Town Center Unit Four, a property legally described as being a portion of C.D Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas, Containing 11.03 Acres +/- Application submitted by Conde, Inc.	
18. Discussion and Action:	

Mayor/Planning Director

On providing direction to staff regarding potential amendments to the Municipal Code to allow for certain carport structures.

19. Discussion and Action:

166

Mayor/Chief McConnell

That the Mayor be authorized to sign a Re-Recognition Agreement between The Town of Horizon City, on behalf of its Horizon City Police Department, and the Texas Police Chiefs Association Foundation.

20. 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, 1/7/2022

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, 1/7/2022 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, December 14, 2021, 6:15 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was 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 was discussed and considered:

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

Meeting called to order at 6:15 pm. Alderman Renteria was absent. Quorum Established.

2. Open Forum:

Horizon High School Student, Aaron Marquez spoke regarding the High School's debate team activities and requested Council participation for judging competitions.

Horizon City Citizen, Barry Waller spoke about the bike trails, lack of park monitors and requested additional park parking spaces.

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
November 9, 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 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:

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:

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:

Alderman Corral requested Item #4 be pulled from the consent agenda and be heard under the regular agenda.

A motion was made by Alderman Duran and seconded by Alderman Miller to pull item #4 to be heard under the regular agenda and approve the remainder of the Consent Agenda. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

REGULAR AGENDA

4. Discussion and Action:

Mayor/CIP Manager

On an update on the Capital Improvement Program.

CIP Manager, Terry Quezada spoke regarding this item.

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.

HR Coordinator, Elizabeth Acosta spoke regarding this item. No one from the public spoke.

10. Discussion and Action:

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.

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

11. Discussion:

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.

Finance Director, Pat Randleel spoke regarding this item and requested Council's approval on a floor amendment increasing the budget expenditure amount from \$87,000.00 to \$90,000.00.

A motion was made by Alderman Miller and seconded by Alderman Duran to approve the floor amendment request increasing the budget expenditure amount from \$87,000.00 to \$90,000.00. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

12. Discussion and Action:

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.

Planning Director, Michelle Padilla spoke regarding this item.

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

13. Discussion and Action:

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.

Planning Director, Michelle Padilla spoke regarding this item.

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

14. Discussion and Action:

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.

City Clerk, Elvia Schuller informed Council that this item was for Discussion only.

Planning Director, Michelle Padilla spoke regarding this item.

15. Discussion and Action:

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.

CIP Manager, Terry Quezada spoke regarding this item.

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

16. Discussion and Action:

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.

CIP Manager, Terry Quezada spoke regarding this item. Asst. City Atty, Terri Cullen informed Council that the date on Item No. 3 on the Resolution should read February 28, 2026 and not February 31, 2026 as indicated in the attached document.

A motion was made by Alderman Duran and seconded by Alderman Miller to approve the 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 and accept date change from February 31, 2026 to February 28, 2026. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

17. Discussion and Action:

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.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Padilla and seconded by Alderman Corral to approve the Resolution authorizing the Mayor to sign on behalf of the Town of Horizon City certain change orders on contracts for public works projects. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

18. Discussion and Action:

Mayor/CIP Manager

On a Resolution establishing the Capital Improvement Project (CIP) budget for N. Darrington Reconstruction project.

City Clerk, Elvia Schuller informed Council that Staff recommended deletion of this item.

A motion was made by Alderman Miller and seconded by Alderman Duran to delete this item as recommended by staff. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

19. Discussion and Action:

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.

CIP Manager, Terry Quezada spoke regarding this item.

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

20. Discussion and Action:

Mayor/Chief McConnell

On a Resolution adopting a paid quarantine leave policy in accordance with Section 180.008 of the Texas Government Code.

Police Chief, Mike McConnell spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Corral to approve the Resolution adopting a paid quarantine leave policy in accordance with Section 180.008 of the Texas Government Code. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

21. Discussion and Action:

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.

Police Chief, Mike McConnell spoke regarding this item.

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

22. Discussion and Action:

Mayor/Chief McConnell

On a Resolution updating the Employee Policy Manual to include the Employee Floating Holiday and Shift Differential for Police Dispatch Personnel.

Police Chief, Mike McConnell spoke regarding this item. Alderman Corral requested this item be discussed under executive session under Gov't Code Section 551.071 (consultation with attorney). Council agreed to go into executive session after Item # 23.

A motion was made by Alderman Corral and seconded by Alderman Duran to go into executive session after Item #23 to discuss this item with the Asst City Atty. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

23. **Discussion and Action:**

Mayor/Chief McConnell

On the upcoming retirement of Chief of Police Michael McConnell effective March 14, 2022.

Police Chief, Mike McConnell spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Quiroz to approve the the upcoming retirement of Chief of Police Michael McConnell effective March 14, 2022. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

The City Council adjourned into Executive Session at 7:31 pm and reconvened at 7:36 pm.

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).

22. **Discussion and Action:**

Mayor/Chief McConnell

On a Resolution updating the Employee Policy Manual to include the Employee Floating Holiday and Shift Differential for Police Dispatch Personnel.

A motion was made by Alderman Duran and seconded by Alderman Quiroz to approve the Resolution updating the Employee Policy Manual to include the Employee Floating Holiday and Shift Differential for Police Dispatch Personnel. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Absent; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

ADJOURNMENT

A motion was made by Alderman Duran and seconded by Alderman Corral to adjourn at 7:36 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor

Town of Horizon City Capital Improvement Program

January 11, 2022
Council Meeting

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

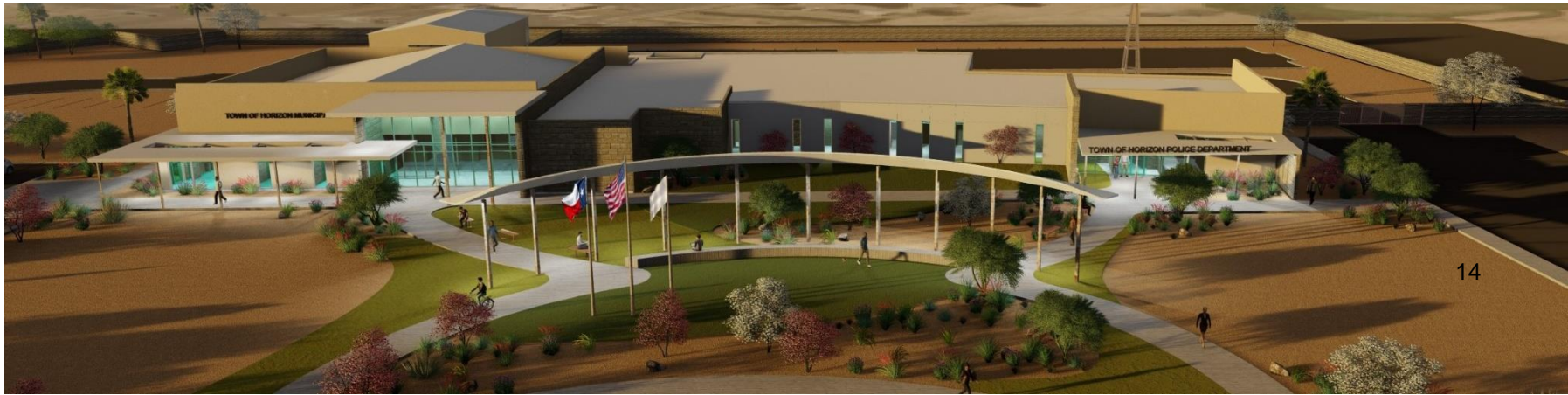
- Staff continues to work on final application for USDA which requires a department-specific environmental document
- Staff coordinating with bond counsel for debt issuance

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

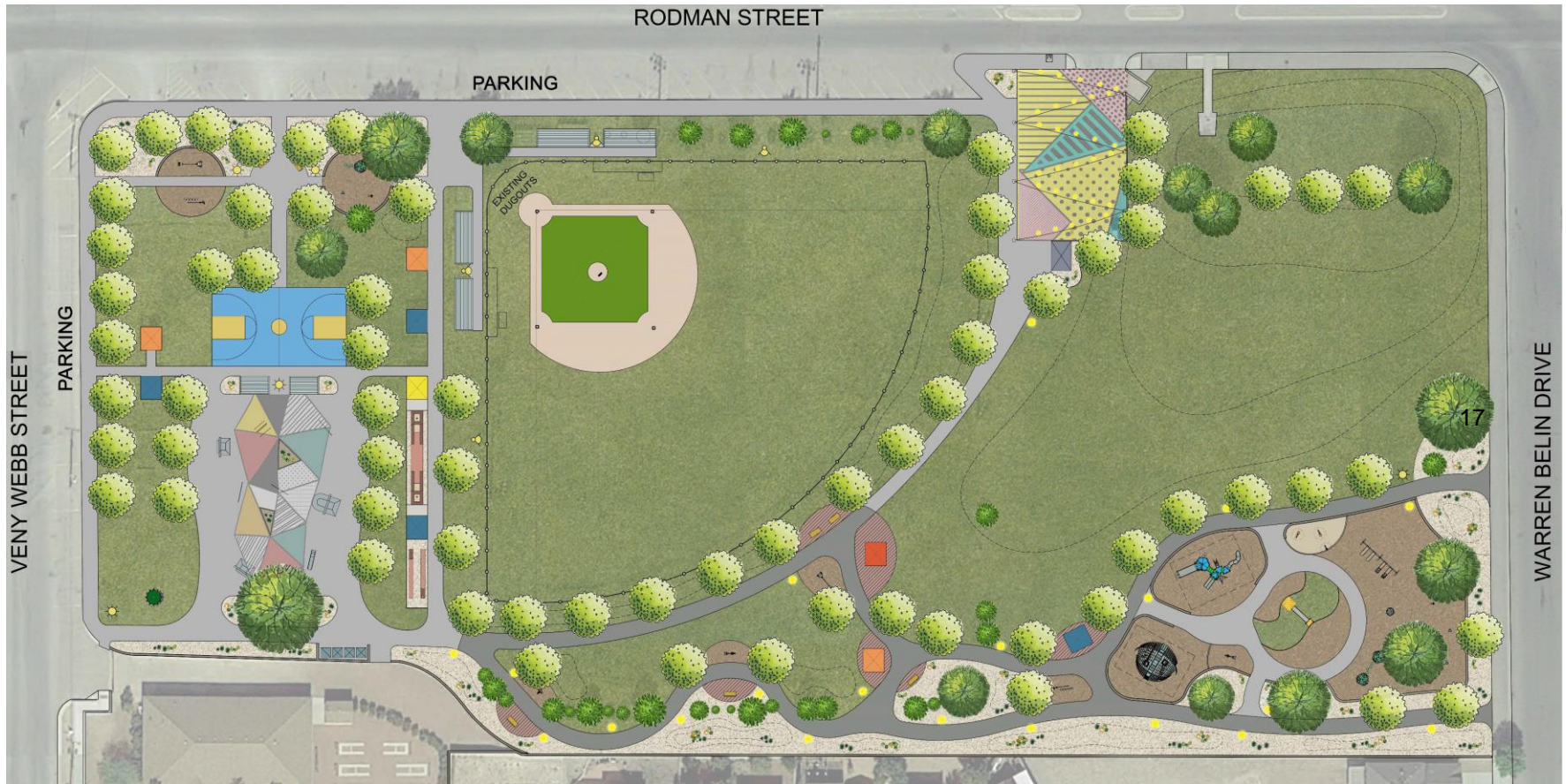
- Construction contract awarded September 16, 2019
- Construction Start – Fall 2019
- Contractual completion date – Fall 2020
- Reinstating weekly meetings to address pending issues:
 - Pump operation
 - Sod
- Re-evaluating options for drainage to prevent future damage to pump.

Desmond Corcoran (Corky) Park

Construction

- Construction start – January 11, 2021
- Completion winter 2021/2022
- Meter installed and bathroom operation verified
- Substantial completion inspection scheduled for January 11, 2022

Desmond Corcoran (Corky) Park



Desmond Corcoran (Corky) Park



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Images from Huitt Zollars

Benton/Ryderwood Dog Park

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

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

Regional Park

EDC contracted with Pinnacle to perform feasibility study that will

- Analyze population and economic overlay of target customer populations for Horizon City's recreation facility
- Analyze regional organized sports groups
- Analyze other facilities in the region
- Perform competitive analysis
- Evaluate corporate partnership, sponsorship and other opportunities
- Identify and evaluate sites
- Provide recommendations

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

Pending availability of pavement marking materials

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 scheduled for construction award in **FY 2023**
- Funding sources now 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
- Town staff and TXDOT working on Utility Coordination
- 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

- **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

TIRZ/TOD Update

Town of Horizon City Capital Improvement Program

Council Meeting
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, SECURITY, AND DOCUMENT MANAGEMENT, 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 \$90,000.00. This funding and expenditure are necessary to provide for the purchase of software and related equipment for timekeeping/scheduling, budgeting, contract/bidding management, security, and document management, 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

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

ATTACHMENT A
BUDGET FUND TRANSFER

**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	Laserfiche Document Management Software	3,192.00
6	Additional Equipment	1,442.00
7	Total Proposed	<u>90,000.00</u>
 <u>Revenue</u>		
8	01-400-4600 Prior Years Fund Surplus	90,000.00
 <u>Expense</u>		
9	01-541-5260	1,442.00
10	01-541-5410	17,990.00
11	01-541-5640	70,568.00
12	Total Expense	<u><u>90,000.00</u></u>

RESOLUTION

WHEREAS, City staff is recommending a subscription for a software program for timekeeping/scheduling,

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

That the Mayor be authorized to sign a Software As a Service Agreement between the Town of Horizon City and Tyler Technologies, Inc.

PASSED AND ADOPTED this _____ day of _____, 2022.


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:



Pat Randleel
Finance Director



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the Town of Horizon City, Texas.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means February 1, 2022.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current

Invoicing and Payment Policy is attached as Exhibit B.

- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project

deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on February 1, 2022, unless earlier terminated as set forth below. If no

duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the

Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER**

APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as

applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced

by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are

detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Socrata Solution Terms. Your use of certain Tyler solutions includes Tyler's Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler's Socrata SaaS Services Terms of Services, available at <https://www.tylertech.com/terms/socrata-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Texas Tort Claims Act. Tyler acknowledges Client's assertion that, in all things relating to this Agreement, the Client is performing a governmental function, as defined by the Texas Tort Claims Act.
25. Energy Company Boycotts. Tyler 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, Tyler shall promptly notify the Client.
26. Firearm Entities and Trade Associations Discrimination. Tyler 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, Tyler shall promptly notify the Client.

27. Foreign Terrorist Organizations. Tyler 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.

28. Entities that Boycott Israel. Tyler 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, Tyler shall promptly notify the Client.

29. Contract Documents. This Agreement includes the following exhibits:

- | | |
|-----------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement
Schedule 1: Support Call Process |
| Exhibit D | Third Party Terms |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Town of Horizon City, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Town of Horizon City
14999 Darrington Road, Unit 7
Horizon City, TX 79928-7442
Attention: Finance Director



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By:
 Quote Expiration:
 Quote Name:

Tami Bates
 4/2/22

Sales Quotation For:

Town of Horizon City
 14999 Darrington Rd Unit 7
 Horizon City TX 79928-7442

Tyler Annual Software – SaaS

Description	List Price	Discount	Annual
Incode			53
ExecuTime			
ExecuTime Time & Attendance Mobile Access License	\$ 1,503	\$ 0	\$ 1,503
ExecuTime Time & Attendance	\$ 4,143	\$ 0	\$ 4,143
TOTAL:	\$ 5,646	\$ 0	\$ 5,646

Services

Description	Hours/Units	Price	Discount	Extended Price	Maintenance
Executime					
Professional Services	50	\$ 6,500	\$ 0	\$ 6,500	\$ 0
Other Services					
Project Management	1	\$ 250	\$ 0	\$ 250	\$ 0
TOTAL:		\$ 6,750	\$ 0	\$ 6,750	\$ 0

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 5,646
Total Tyler Services	\$ 6,750	
Summary Total	\$ 6,750	\$ 5,646
Contract Total	\$ 12,396	

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	List Price	Discount	Extended Price	Maintenance
Incode					
ExecuTime					
ExecuTime Time & Attendance	50	\$ 6,500	\$ 0	\$ 6,500	\$ 0
	Sub-Total	\$ 6,500	\$ 0	\$ 6,500	\$ 0
	TOTAL:	\$ 6,500	\$ 0	\$ 6,500	\$ 0

Optional Tyler Annual Software - SaaS

Description	Quantity	List Price	Discount	Annual
Incode				
ExecuTime				
ExecuTime Advanced Scheduling Mobile	1	\$ 1,178	\$ 0	\$ 1,178
ExecuTime Advanced Scheduling	1	\$ 5,652	\$ 0	\$ 5,652
	TOTAL:	\$ 6,830	\$ 0	\$ 6,830

Optional Services

Description	Hours/Units	Price	Discount	Extended Price	Maintenance
Executime					
Professional Services	48	\$ 0	\$ 0	\$ 6,240	\$ 0
Service total - TOTAL:		\$ 6,240	\$ 0	\$ 6,240	\$ 0

Comments

- Some services may be delivered remotely via web-based training.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

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Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project

Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler’s SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.
3. Third Party Products.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

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TOWN OF HORIZON CITY MEMORANDUM

Date: January 6, 2022

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: **2nd 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 December 14, 2021, the City Council approved a resolution authorizing the Mayor to sign a purchase agreement by and between the County of El Paso (County) and the Town of Horizon City (City), conveying the County's interest in the subject property. The agreement is pending full execution; therefore, staff is recommending that this ordinance and quitclaim deed be approved and finalized **subject to the closing of the purchase of the property by the City from the County.**

The applicant has submitted the payment in the amount of \$17,050.00 to the City for the appraised value of the property and the cost of the appraisal ordered by the County. They have also reimbursed the City for the publishing costs associated with this application.

History

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.

On February 17, 2020, the Planning and Zoning Commission voted unanimously to recommend 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

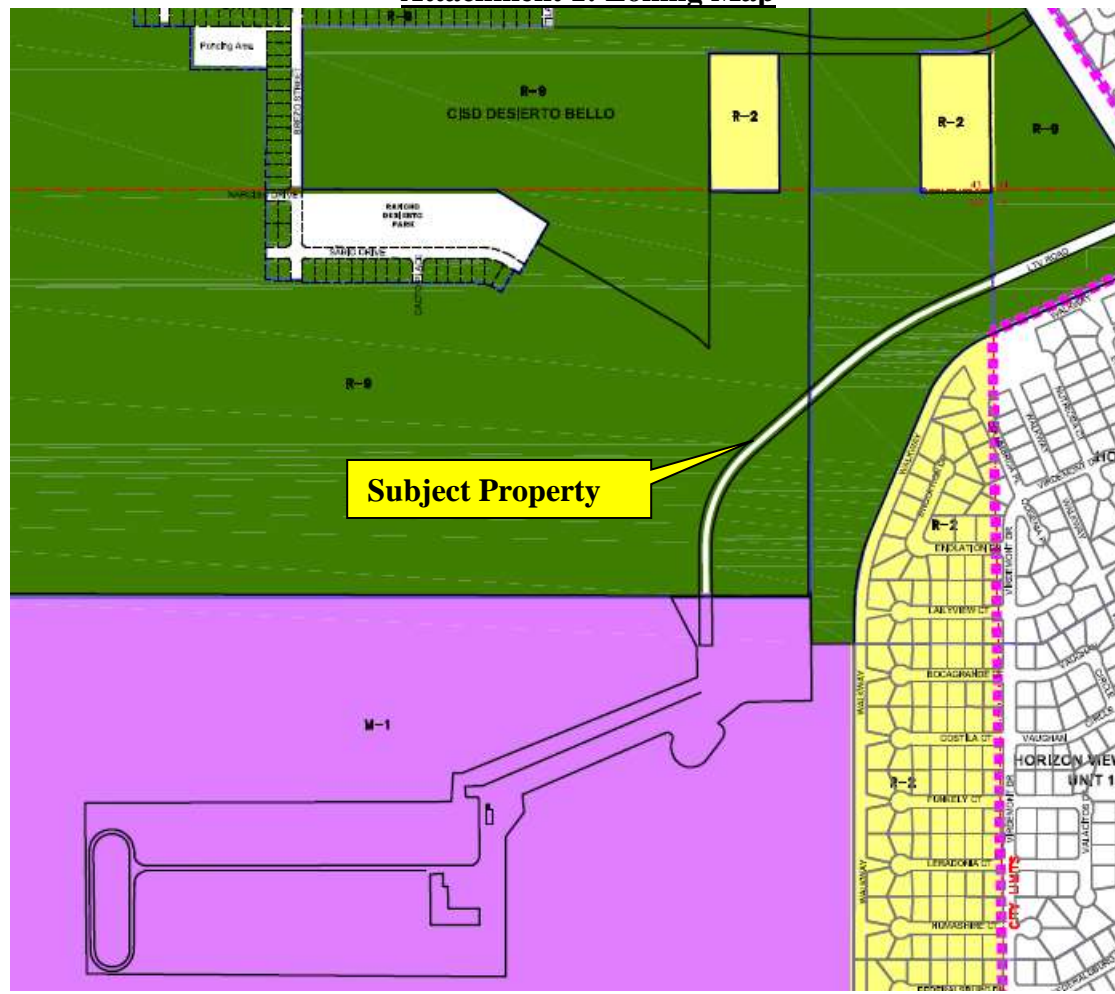
Attachment 3 – Survey

Attachment 4 - RDBU 13 Location Map

Attachment 5 - RDBU 13 Proposed Preliminary Plat

Attachment 6 – Application

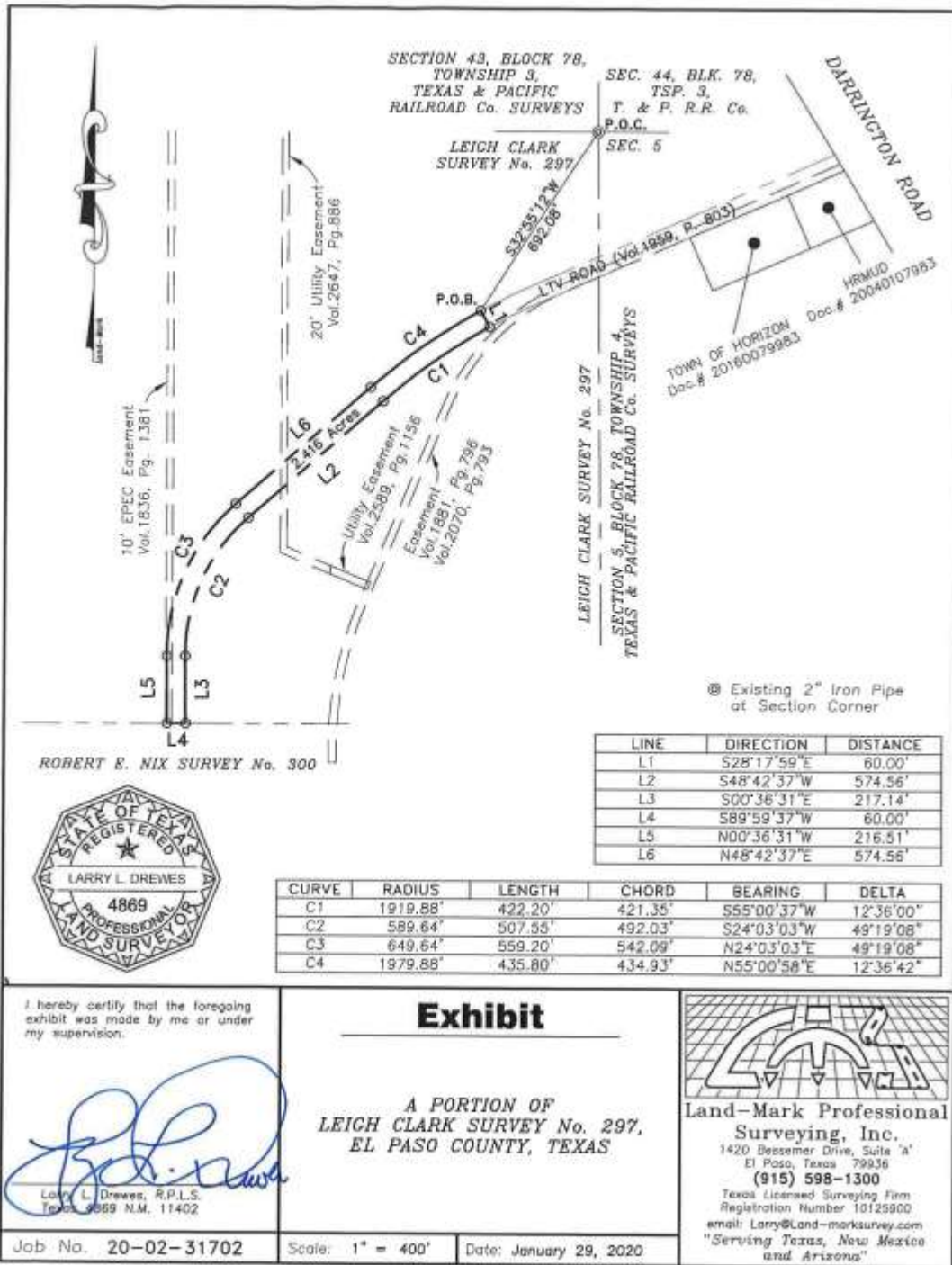
Attachment 1: Zoning Map



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



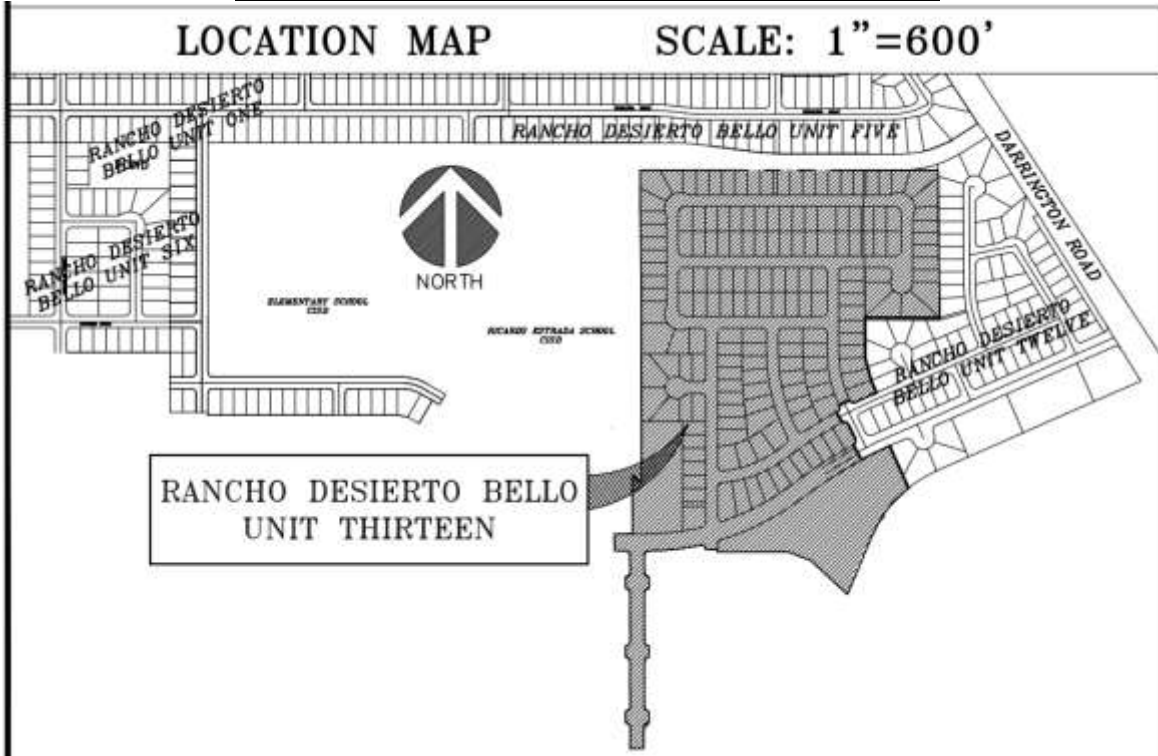
**Land-Mark Professional
Surveying, Inc.**
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm
Registration Number 10125900
email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico
and Arizona"

Job No. 20-02-31702

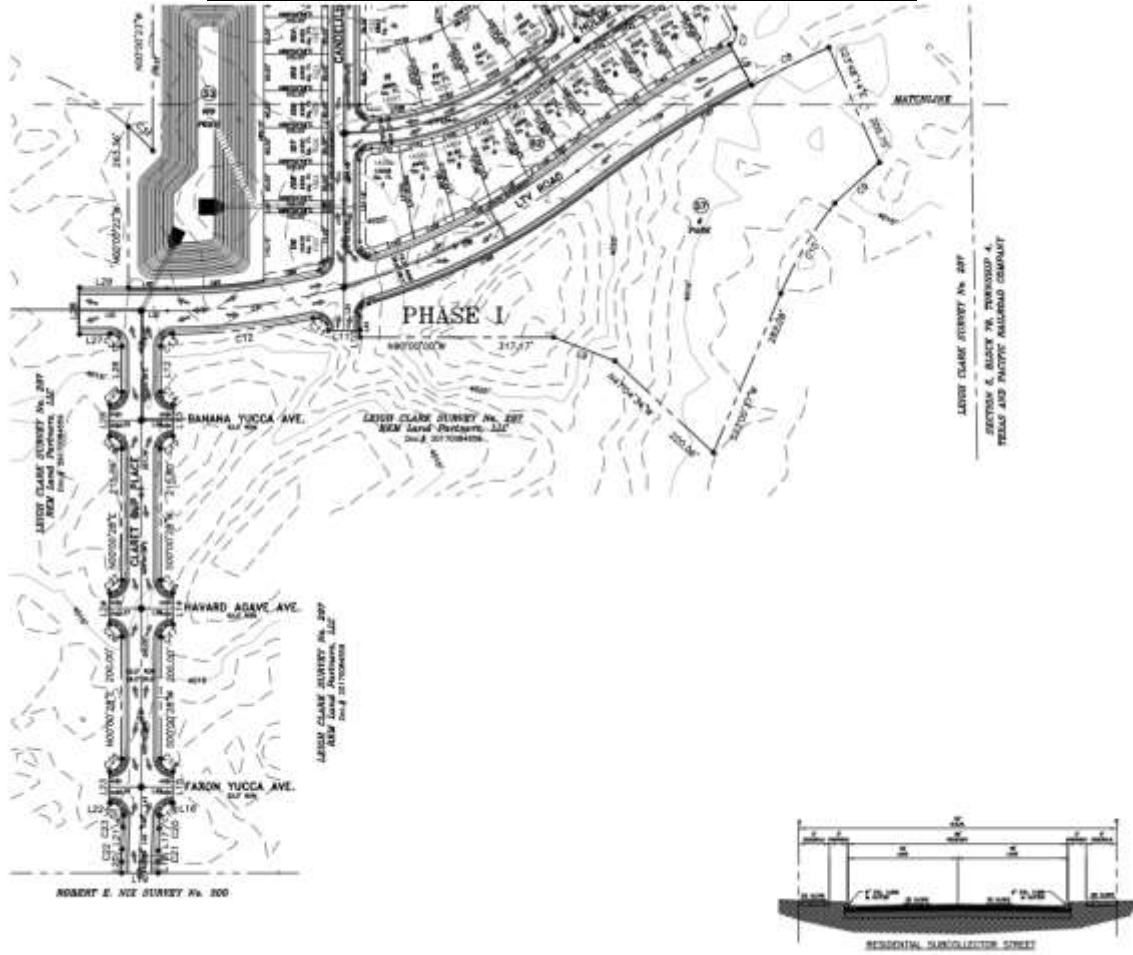
Scale: 1" = 400'

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
	20104 ACRES OUT OF SECTION 30, BLOCK 10, TOWNSHIP 4, RANGE 14, COUNTY BAKKAND COMPANY SURVEY, SECTION 30 AND 41, BLOCK 10, TOWNSHIP 4, RANGE 14, COUNTY, BAKKAND COMPANY SURVEY AND LEASE CLAW SURVEY AND 2ND PL PLANO COUNTY, TEXAS	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.

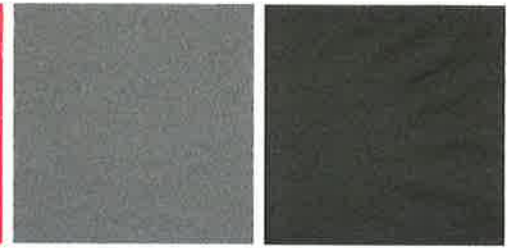
Respectfully submitted to the Board Members of the Horizon City Planning and Zoning Commission on this date,

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,

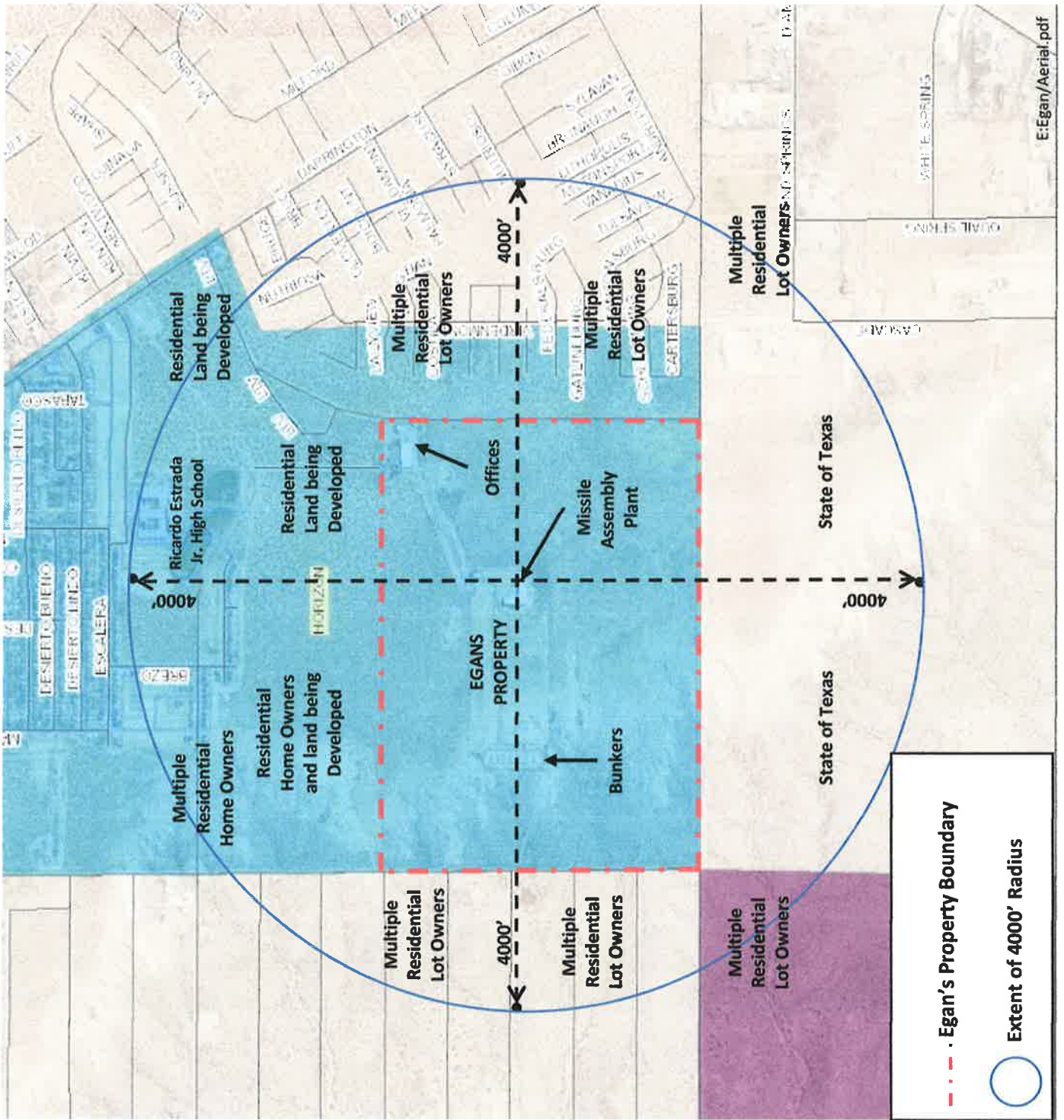
David Ballard

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

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'

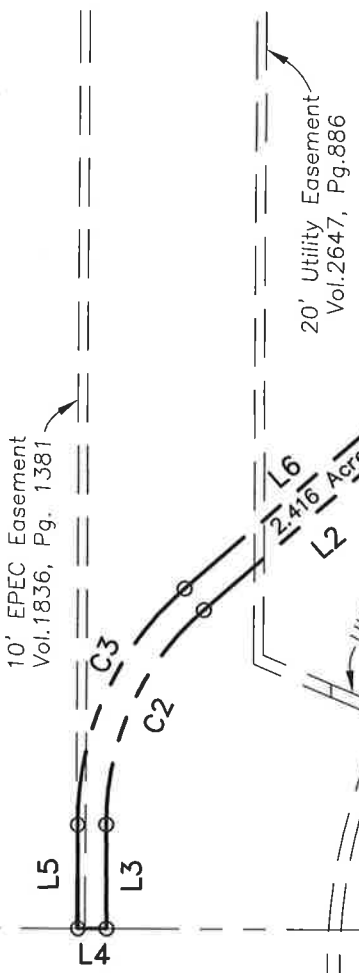
P.O.B.

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

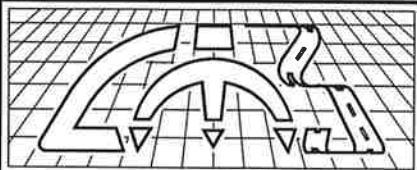
LINE	DIRECTION	DISTANCE
L1	S28°17'59"E	60.00'
L2	S48°42'37"W	574.56'
L3	S00°36'31"E	217.14'
L4	S89°59'37"W	60.00'
L5	N00°36'31"W	216.51'
L6	N48°42'37"E	574.56'

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"

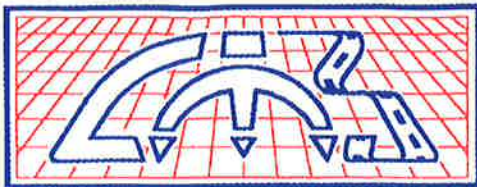
I hereby certify that the foregoing exhibit was made by me or under my supervision.

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;

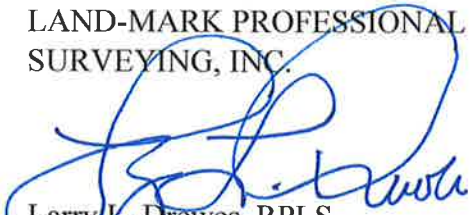
Said curve having a radius of 649.64 feet, a central angle of $49^{\circ}19'08''$, and a chord which bears North $24^{\circ}03'03''$ East, a distance of 542.09 feet;

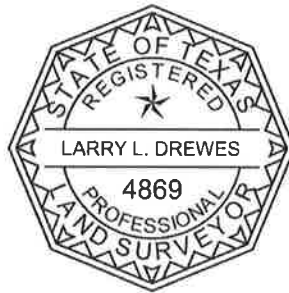
THENCE, North $48^{\circ}42'37''$ East, continuing with said northwesterly right-of-way line of LTV Road, a distance of 574.56 feet to a point, for a corner of this parcel;

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



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

QUITCLAIM DEED

THE STATE OF TEXAS)
) know all persons by these presents:
COUNTY OF EL PASO)

That, in consideration of the receipt by the TOWN OF HORIZON CITY, TEXAS (“Grantor”) for TEN and no/100 Dollars (\$10.00) cash and other valuable consideration in hand paid by RKM LAND PARTNERS, LLC (“Grantee”), the receipt and sufficiency of which is hereby fully acknowledged, the TOWN OF HORIZON CITY, TEXAS does hereby GRANT, SELL AND CONVEY unto RKM Land Partners, LLC all of Grantor’s rights, title, interest, claim and demand in and to the following described tract of land located in El Paso County, Texas (‘Property’), which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the Town of Horizon City and further described as a portion of LTV Road right-of-way located in Leigh Clark Survey No. 297, Horizon City, Texas situated in the County of El Paso, State of Texas, more fully described in the survey and metes and bounds description attached hereto as EXHIBIT “A” and incorporated herein and made a part hereof for all purposes

This conveyance is subject to the following (all references to recorded instruments pertain to the Real Property Records of El Paso County, Texas):

- 1. Restrictive Covenants of Record.
- 2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
- 3. Any existing utility easements including easements for the overhang of service wires, conduits, and pipes for underground utilities.
- 4. Mineral reservations and/or mineral interests as set out in the Public Records.
- 5. Any and all unrecorded agreements, contracts and leases, and rights of parties therein.
- 6. All leases, grants, exceptions or reservations of coal, lignite, oil, gas, and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed or not.
- 7. Rights of parties in possession.

TO HAVE AND TO HOLD the property together with all and singular the rights and appurtenances thereto in any way belonging to Grantee, Grantee's successors and assigns forever. This conveyance is made without any warranties, express or implied, and the Property is conveyed to Grantee in as "AS-IS" condition, with all faults.

AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTEE AGREES THAT THE GRANTEE IS TAKING THE PROPERTY AS-IS, WITH ALL FAULTS, AND AS PART OF GRANTEE'S ACCEPTANCE OF TITLE WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND THAT THERE ARE NO WARRANTIES BY GRANTOR THAT THE PROPERTY HAS A PARTICULAR FINANCIAL VALUE OR IS FIT FOR ANY PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY CONDITION BUT GRANTEE TAKES THE PROPERTY WITH THE EXPRESS UNDERSTANDING AND STIPULATION THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND.

IN WITNESS WHEREOF, this instrument is executed on this _____ day of _____, 2022.

Grantor:

Town of Horizon City, Texas
a Texas home rule municipality

By: _____
Ruben Mendoza, Mayor

(Acknowledgement on following page)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

The foregoing instrument was sworn to and acknowledged before me, on the _____ day of _____, 2022, by Ruben Mendoza, Mayor, as authorized signer for the Town of Horizon City, a Texas home rule municipality.

Notary Public

My Commission Expires: _____

**AFTER RECORDING RETURN TO:
John Duran
RKM Land Partners, LLC
7910 Gateway Boulevard E, Suite 102
El Paso, Texas 79915**

With a copy to:

**Planning Director
Town of Horizon City, Texas
14999 Darrington Road
Horizon City, Texas 79928**

EXHIBIT "A"

SURVEY AND LEGAL METES AND BOUNDS DESCRIPTION



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: January 6, 2022; **Revised January 11, 2022**
To: Honorable Mayor and Members of City Council
From: Michelle Padilla, Planning Director
SUBJECT: On a final plat subdivision application (#SUB002478-2021) for Rancho Desierto Bello Unit 13 Phase 2, legally described as a portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Application submitted by TRE & Associates, LLC.

The developer has completed all of the roadway and drainage improvements. The final inspection will occur on Friday, January 7, 2022. The City Engineer's recommendation for acceptance will be presented to the City Council at their regular meeting on January 11, 2022.

~~The developer will also be required to provide the City with a maintenance bond in the amount of 10% (the amount will be presented to the Council at their meeting) of the total cost for the street and drainage improvements.~~

The developer will also be required to provide the City with a maintenance bond in the amount of \$36,281.76 (10% of the total cost for the street and drainage improvements). A maintenance bond in the amount of \$430,834.60 (50% of total cost for the park improvements) is also required for the park for this development. Both bonds will be in place for a period of one year. The maintenance bond requirements for the park are established by the executed Developer Participation Agreement that allows for the developer to utilize the additional park acreage and improvements as credit for future units of the remaining development.

The staff recommendation is pending the final inspection of the subdivision improvements; however, the finalization of the LTV Road vacation is still pending the closing of the purchase of the portion of the roadway by the City from the County. The City is pending receipt of the fully executed purchase agreement from the County. Therefore, staff **recommends that the recording of the plat be subject to the closing of the purchase of the property**, should the improvements be acceptable.

History

On June 21, 2021, the Planning and Zoning Commission voted unanimously to recommended approval of the final plat application for the Rancho Desierto Bello Unit 13 Phase 2 subdivision with the condition that the staff comments be addressed prior to City Council action.

The applicant has addressed all of the staff comments and staff recommends approval of the final plat.

Attached is the staff report that was presented to the Planning and Zoning Commission and the recording plat and application.



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

Case #: SUB002478-2021 – Rancho Desierto Bello Unit 13 Phase 2
Application Type: Final Plat
P&Z Hearing Date: June 21, 2021
Staff Contact: Emily Offer
 915-852-1046 ext.407; eooffer@horizoncity.org

Legal Description: A portion of Leigh Clark Survey No. 297,
 Town of Horizon City,
 El Paso County,
 Texas

Acreage: Approximately 17.563 ± acres
Property Owner: SDC Development, LTD
Applicant: TRE & Associates, LLC
Nearest Park: Golden Eagle Park
Nearest School: Ricardo Estrada Junior High School

SURROUNDING PROPERTIES:

	Zoning	Land Use
N	R-9 (Residential)	Single Family Residential
E	R-9 (Residential)	Vacant
S	R-9 (Residential)	Vacant
W	R-9 (Residential)	Ricardo Estrada Junior High School

LAND USE AND ZONING:

	Existing	Proposed
Land Use	Vacant	Residential and Commercial
Zoning	R-9 (Residential) and R-2 (Residential)	R-9 (Residential) and R-2 (Residential)

Application Description:

The applicant is also requesting to subdivide approximately 17.563 acres. The proposed subdivision includes 83 lots for single-family residential development, the smallest lot measuring approximately 6,215 square feet and the largest lot measuring approximately 13,120 square feet in size.

In accordance with Section 2.8.1 of the Subdivision Ordinance, the developer will be utilizing the parkland fee credit established with Unit 13 Phase 1 to cover the required \$4,800.00 (\$400 per residential unit) in parkland fees. This unit will also utilize the parkland credit approved by City Council, leaving the developer with a remaining credit of 2.522 acres for any future units (after Unit 15) within the development.

Staff Recommendation:

Although the Comprehensive plan designates this area for Parks and Open Space, the developer is developing the area in accordance with the current zoning requirements, and they are dedicating a 5.022 acre park to serve the series of Rancho Desierto Bello

developments. Staff recommends **APPROVAL** of the final plat with the condition that all staff comments shall be addressed prior to City Council action.

Planning Division Comments:

1. The street suffix "Court" is reserved for cul-de-sacs only. Mescal Bean Court needs a new suffix, such as "Drive" or "Road".

Public Works Director Comments:

1. Blocks 53 lots 45-48, and lot 91-92 provide address numbers (for address review purpose).
2. Address review/approval by the El Paso County 9-1-1 District is required
3. Add a note stating sidewalk to be constructed by developer in areas fronting the three drainage and/or HRMUD easements.
4. Provide a copy of the restrictions and covenants to be recorded, if any.

Town Engineer Comments:

The Town Engineer does not have any comments on the RDB Unit 13 Phase 2 plat.

El Paso 9-1-1 District Comments:

The 911 District has no adverse comments regarding this plat.

School District Comments:

The Socorro Independent School District has reviewed Rancho Desierto Bello Unit Thirteen Phase Two and it is beyond our jurisdiction.

Clint Independent School District did not provide comments.

TxDOT Comments:

TxDOT has no comments since proposed unit is not abutting TxDOT right of way.

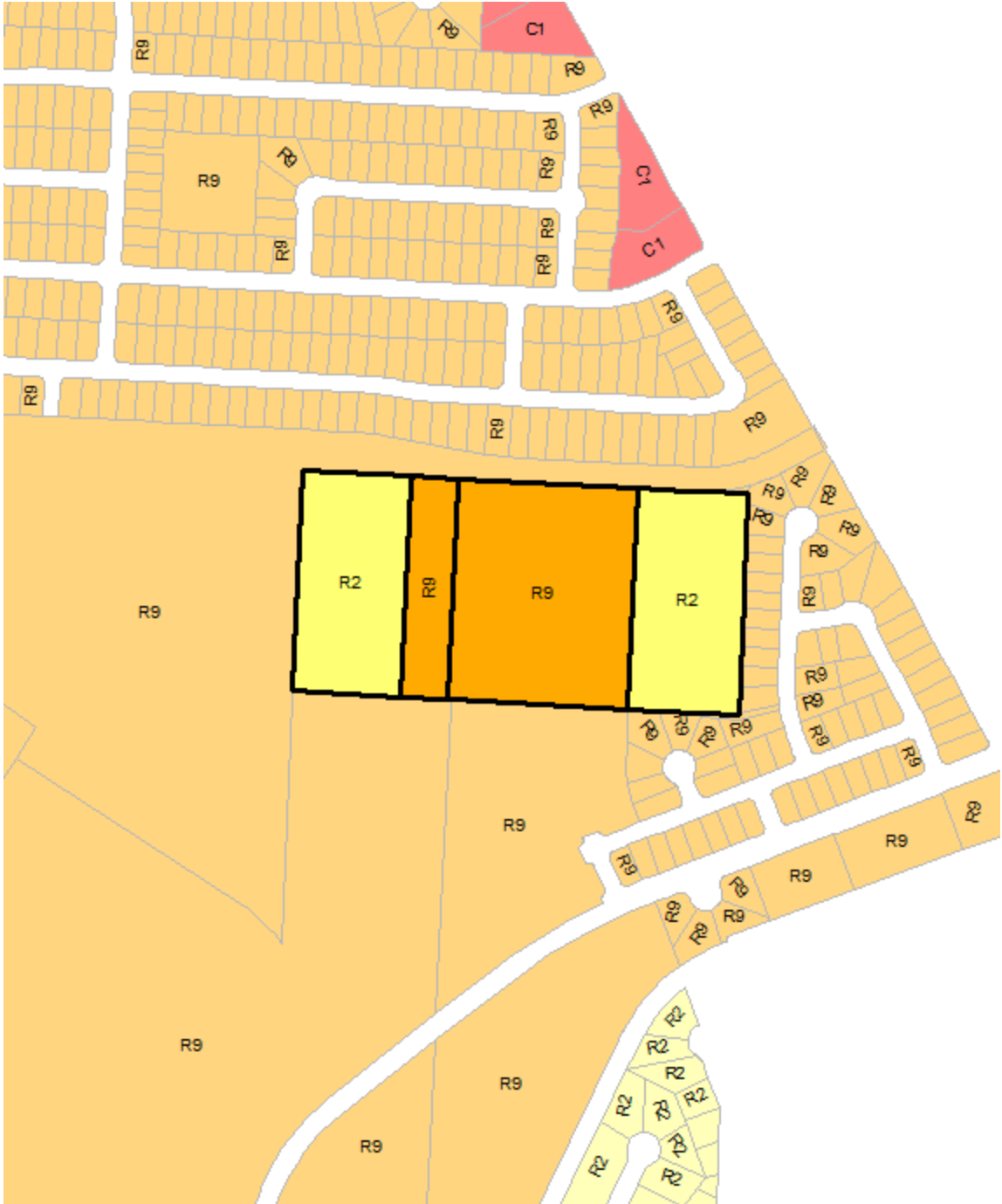
El Paso Central Appraisal District Comments:

The EPCAD approves this development.

Attachments:

- 1 – Zoning Map
- 2 – Aerial
- 3 – Applications
- 4 – Plat

Attachment 1: Zoning Map



Attachment 2: Aerial Map



Attachment 3- Application



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

**MAJOR SUBDIVISION
 FINAL PLAT APPLICATION**

SUBDIVISION PROPOSED NAME: Rancho Desierto Bello Unit 13 Phase II SUBMITTAL DATE: 5/26/2021

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
A PORTION OF LEIGH CLARK SURVEY No. 297, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS - CONTAINING 17.563 ACRES +/-

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	<u>14.843</u>	<u>83</u>	OFFICE		
DUPLEX			STREET & ALLEY	<u>2.72</u>	
APARTMENT			PONDING & DRAINAGE		
MOBILE HOME			INSTITUTIONAL		
P.U.D.			OTHER		
PARK (Min 1 Acre)					
SCHOOL					
COMMERCIAL			TOTAL NO. SITES		<u>83</u>
INDUSTRIAL			TOTAL (GROSS) ACREAGE	<u>17.563</u>	

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

12. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES NO N/A INITIALS L.I.
 IF YES, submit REQUIRED GUARANTEE (SECTION 4.10.3 & 8.1.7, Municode Chapter 10) OR Improvement Cost Estimates & Construction Agreement

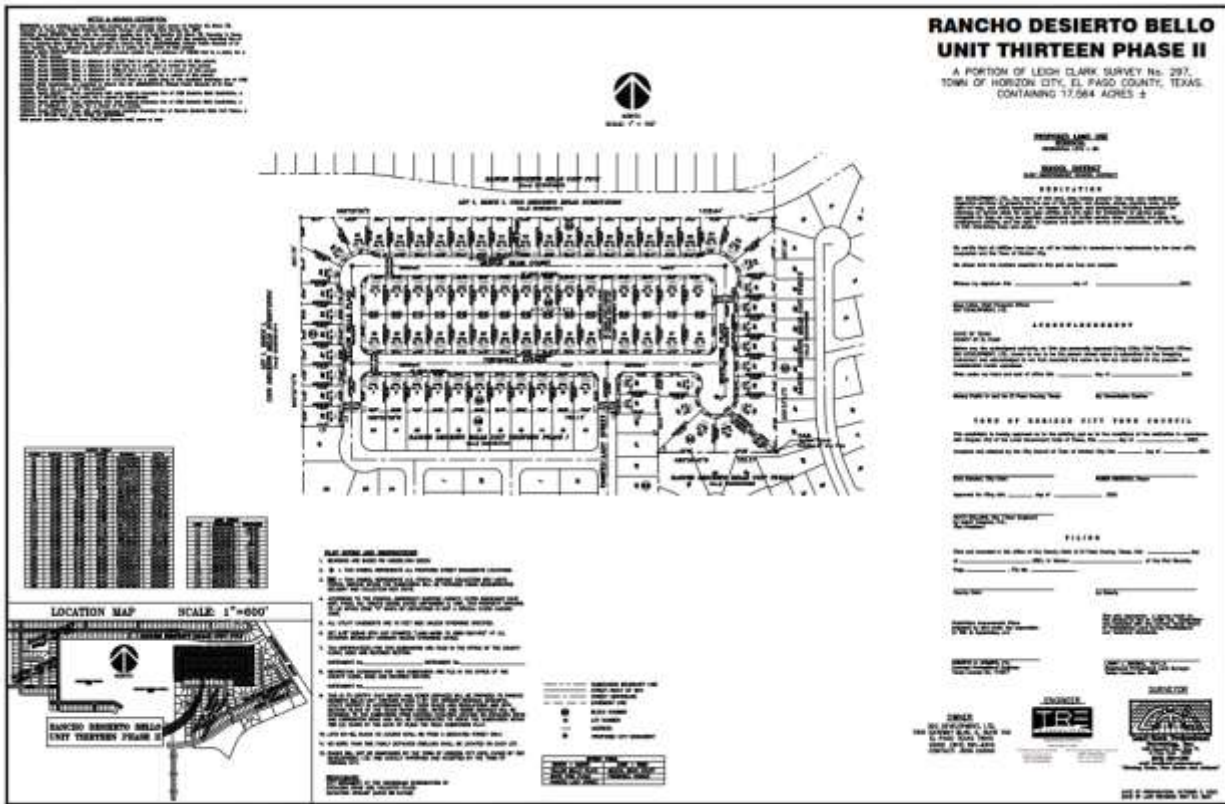
13. WILL ANY RESTRICTIONS AND COVENANTS BE RECORDED WITH PLAT? YES NO INITIALS _____ IF YES, PLEASE SUBMIT COPY.
14. OWNER OF RECORD SDC Development, LTD jduran@desertviewhomes.com (915) 591-5319
 (NAME & ADDRESS) (EMAIL) (PHONE)
15. DEVELOPER SDC Development, LTD jduran@desertviewhomes.com (915) 591-5319
 (NAME & ADDRESS) (EMAIL) (PHONE)
16. ENGINEER TRE & Associates, LLC lbaven@tr-eng.com (915) 850-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)
17. APPLICANT TRE & Associates, LLC lbaven@tr-eng.com (915) 850-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)
18. REP/POINT OF CONTACT TRE & Associates, LLC lbaven@tr-eng.com (915) 850-9093
 (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 L.I.

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

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

Attachment 4 – 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: Rancho Desierto Bello Unit Thirteen Phase II SUBMITTAL DATE: 12/22/21

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
A PORTION OF LEIGH CLARK SURVEY NO. 297, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS. CONTAINING 14.564 ACRES +/-

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	<u>14.843</u>	<u>83</u>	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	<u>2.72</u>	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	_____	_____
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK	_____	_____	_____	_____	_____
SCHOOL	_____	_____	_____	_____	_____
COMMERCIAL	_____	_____	TOTAL NO. SITES	_____	<u>83</u>
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>17.564</u>	_____

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? R-9, R-2 PROPOSED ZONING N/A

4. WILL THE RESIDENTIAL SITES, AS PROPOSED, PERMIT DEVELOPMENT IN FULL COMPLIANCE WITH ALL ZONING REQUIREMENTS OF THE EXISTING RESIDENTIAL ZONE(S)? YES NO

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

6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE)
Underground storm sewer system to Retention Pond.

7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES N/A

8. ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? YES _____ NO 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 N/A

11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: _____

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

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

14. OWNER OF RECORD Viva Land Ventures LP 11428 Rojas Dr. El Paso, Tx 79936 915-490-8003
 (NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER SDC Development, LTD jduran@desertviewhomes.com 915-591-5319
 (NAME & ADDRESS) (EMAIL) (PHONE)

16. ENGINEER TRE & Associates, LLC kbarraza@tr-eng.com (915) 852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)

17. APPLICANT TRE & Associates, LLC kbarraza@tr-eng.com (915) 852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)

18. REP/POINT OF CONTACT _____
 (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 KB.

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

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

RANCHO DESIERTO BELLO UNIT THIRTEEN PHASE II

A PORTION OF SECTION 43, BLOCK 78, TOWNSHIP 3,
TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 17.564 ACRES ±

PROPOSED LAND USE
RESIDENTIAL
RESIDENTIAL LOTS = 83

SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT

DEDICATION

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

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

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

Witness my signature this _____ day of _____ 2022.

Gregory J. Didona
VIVA LAND VENTURES, L.P.

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared Gregory J. Didona, VIVA LAND VENTURES, L.P., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed for the purpose and consideration herein expressed.

Given under my hand and seal of office this _____ day of _____ 2022.

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

TOWN OF HORIZON CITY TOWN COUNCIL

This subdivision is hereby approved as to the platting and as to the conditions of the dedication in accordance with Chapter 212 of the Local Government Code of Texas, this _____ day of _____ 2022.

Accepted and adopted by the City Council of Town of Horizon City this _____ day of _____ 2022.

Elvia Schuller, City Clerk RUBEN MENDOZA, Mayor

Approved for filing this _____ day of _____ 2022.

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

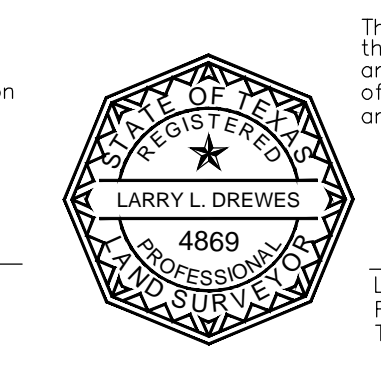
FILING

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this _____ day of _____ 2022, in Volume _____ of the Plat Records,
Page _____, File No. _____

County Clerk _____ by Deputy _____

Subdivision Improvement Plans prepared by and under the supervision of Professional Land Survey Professional and Technical Standards.

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



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.

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

ENGINEER

TRE & ASSOCIATES

Engineering Solutions
TAFE FIRM No. 13887

1120 Mesa Park Drive, Suite 200
El Paso, Texas 79912
Office: (915) 852-8903
Fax: (915) 629-8506

6101 W. Courtyard Dr., Bldg. 1, Suite 100
Austin, Texas 78728
Office: (512) 356-4049
Fax: (512) 366-6274

OWNER

VIVA LAND VENTURES, L.P.
11427 ROJAS DR.
EL PASO, TX 79936

SURVEYOR

Land-Mark Professional Surveying, Inc.

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

DATE OF PREPARATION: OCTOBER 7, 2021
DATE OF LAST REVISION: DECEMBER 22, 2021

METES & BOUNDS DESCRIPTION

BEGINNING, at an existing 2-inch iron pipe located at the common east corner of Section 43, Block 78, Township 3, Texas and Pacific Railroad Company Survey and Leigh Clark Survey No. 297;

THENCE, North 89°59'40" West, with the westerly boundary line of Rancho Desierto Bello Unit Twelve, as recorded in Document No. 2020040588, Official Public Records of El Paso County, Texas, a distance of 332.21 feet to a point, for a corner of this parcel;

THENCE, North 00°24'40" East, with the northerly boundary line of Rancho Desierto Bello Unit Thirteen Phase I, as recorded in Document No. 20210047251, Official Public Records of El Paso County, Texas, a distance of 108.90 feet to a point, for a corner of this parcel;

THENCE, North 89°59'58" West, continuing with said northerly boundary line of Rancho Desierto Bello Unit Thirteen Phase I, a distance of 118.22 feet to a point, for a corner of this parcel;

THENCE, North 00°00'00" East, continuing with said northerly boundary line, a distance of 5.75 feet to a point, for a corner of this parcel;

THENCE, South 89°59'58" West, continuing with said northerly boundary line, a distance of 768.13 feet to a point, for a corner of this parcel;

THENCE, South 00°00'00" East, continuing with said northerly boundary line, a distance of 40.97 feet to a point, for a corner of this parcel;

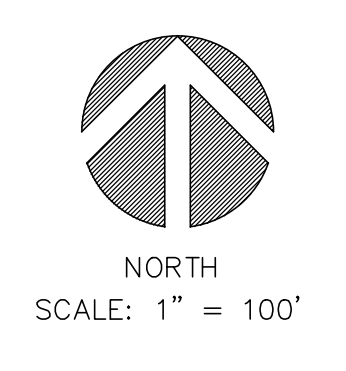
THENCE, South 89°00'00" West, continuing with said northerly boundary line, a distance of 111.75 feet to a point lying in the easterly boundary line of CISD Desierto Bello Subdivision, as recorded in Document No. 20090061514, Official Public Records of El Paso County, Texas, for a corner of this parcel;

THENCE, North 00°32'11" West, with said easterly boundary line of CISD Desierto Bello Subdivision, a distance of 584.24 feet to a point, for a corner of this parcel;

THENCE, North 89°59'58" East, with the southerly boundary line of said CISD Desierto Bello Subdivision, a distance of 1328.64 feet to a point, for a corner of this parcel;

THENCE, South 00°33'12" East, with the westerly boundary line of said Rancho Desierto Bello Unit Twelve, a distance of 657.96 feet to the POINT OF BEGINNING.

Said parcel contains 17.564 Acres (765,066 Square feet) more or less.

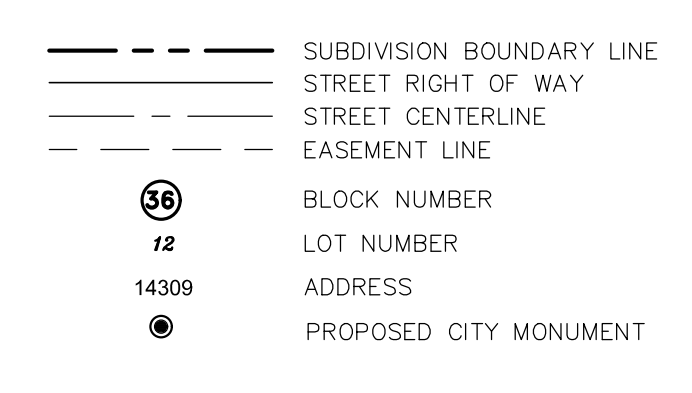


CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	DELTA
C1	30.00'	12.98'	12.88'	N12°43'00"E 244.71'
C2	70.00'	17.28'	17.23'	S17°43'00"E 4408.32'
C3	70.00'	46.27'	45.43'	S08°17'27"W 3752.21'
C4	70.00'	43.10'	42.42'	S44°51'51"W 3518.27'
C5	70.00'	45.66'	44.85'	S81°11'12"W 3722.15'
C6	70.00'	18.22'	18.17'	N72°40'13"W 1454.54'
C7	30.00'	12.98'	12.88'	S77°36'24"E 244.71'
C8	30.00'	8.35'	8.25'	N81°59'33"E 1600.10'
C9	30.00'	4.60'	4.60'	N69°36'15"E 847.06'
C10	70.00'	49.41'	48.39'	S85°26'01"W 4026.37'
C11	70.00'	43.56'	42.88'	N56°31'08"W 3539.08'
C12	70.00'	43.56'	42.88'	N20°52'00"W 3539.10'
C13	70.00'	34.00'	33.66'	N10°52'24"E 2749.58'
C14	30.00'	12.98'	12.88'	S12°23'36"W 2447.15'
C15	50.00'	36.97'	36.13'	N21°10'54"E 4221.59'
C16	50.00'	15.23'	15.18'	N51°05'36"E 1727.27'
C17	50.00'	28.15'	27.78'	N25°57'10"E 3215.39'
C18	50.00'	39.52'	38.50'	S85°18'27"E 4511.08'
C19	50.00'	40.19'	39.12'	S19°36'05"E 4603.36'
C20	50.00'	21.75'	21.58'	S19°53'24"W 2435.23'
C21	30.00'	81.97'	51.52'	N32°49'26"W 11821.03'
C22	20.00'	31.42'	28.28'	S45°00'01"W 9000.00'
C23	20.00'	31.42'	28.28'	N45°00'01"W 9000.00'
C24	20.00'	31.42'	28.28'	S44°59'59"W 8959.58'
C25	20.00'	31.42'	28.28'	N44°59'59"W 8959.58'
C26	30.00'	47.12'	42.43'	S44°59'59"W 8959.58'
C27	30.00'	47.12'	42.43'	N45°00'02"W 9000.00'
C28	20.00'	31.42'	28.28'	N44°59'58"E 9000.00'

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N00°24'40"E	108.90'
L2	N89°59'58"W	118.22'
L3	N00°00'00"E	5.75'
L4	S00°00'00"E	40.97'
L5	S90°00'00"W	111.75'
L6	S00°00'02"E	94.00'
L7	N89°59'58"E	24.00'
L8	S00°00'00"E	29.51'
L9	S89°59'58"W	30.08'
L10	N00°00'02"W	10.98'
L11	S00°26'08"E	1.78'
L12	N89°59'40"W	20.32'
L13	N00°24'40"E	5.73'

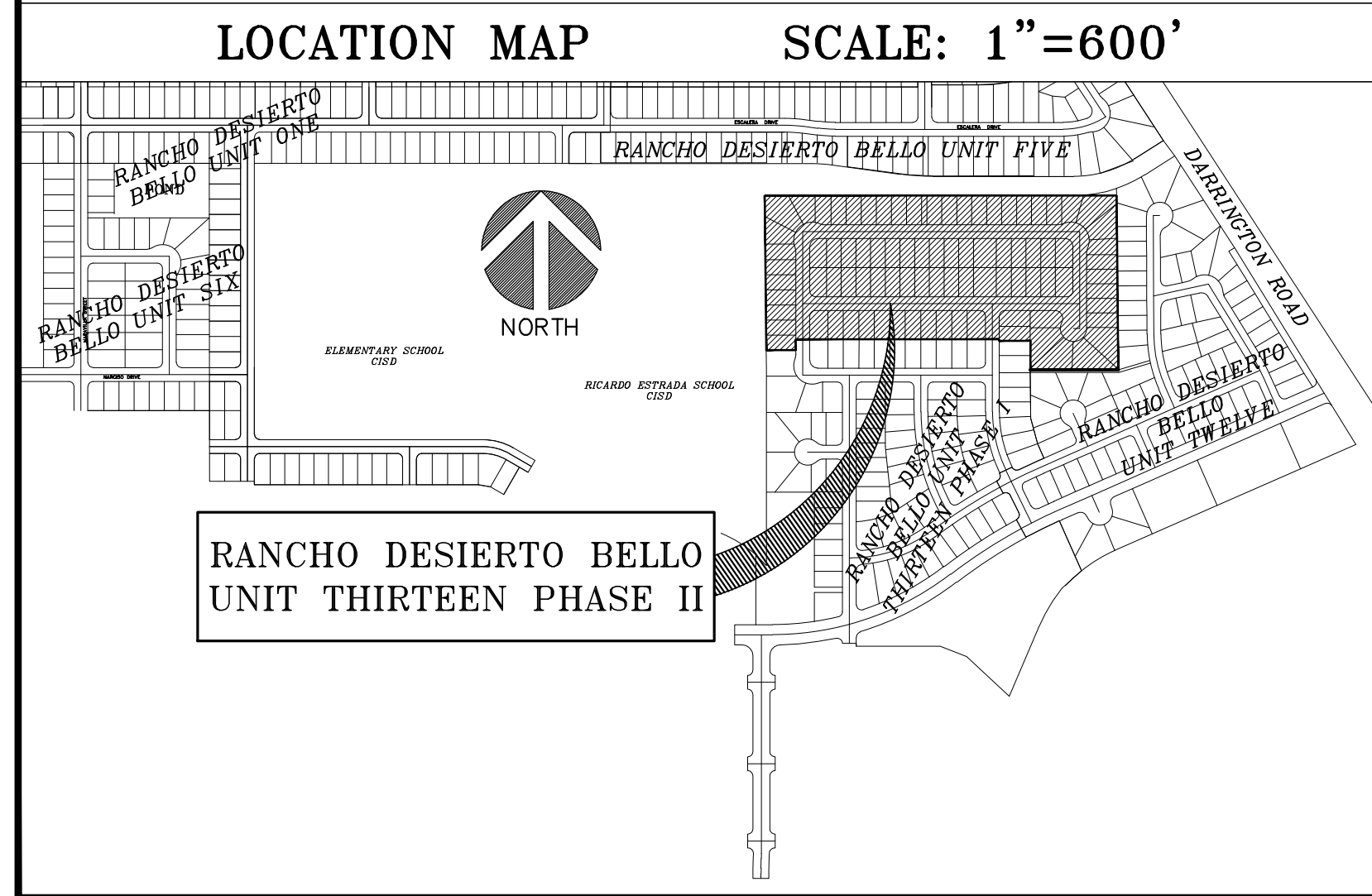
PLAT NOTES AND RESTRICTIONS

- BEARINGS ARE BASED ON UNDERLYING DEEDS.
- = THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENTS LOCATIONS.
- ☐ = THIS SYMBOL REPRESENTS U.S. POSTAL SERVICE COLLECTION BOX UNITS. POSTAL SERVICE WITHIN THE SUBDIVISION WILL BE PROVIDED USING NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
- ACCORDING TO THE FEDERAL EMERGENCY MAPPING AGENCY, FLOOD INSURANCE RATE MAP, PANEL NO. 480212 0250B, DATED SEPTEMBER 4, 1991, THIS PROPERTY APPEARS TO LIE WITHIN ZONE "X" WHICH BY DEFINITIONS IS NOT A SPECIAL FLOOD HAZARD ZONE.
- ALL UTILITY EASEMENTS ARE 10 FEET WIDE UNLESS OTHERWISE SPECIFIED.
- SET 5/8" REBAR WITH CAP STAMPED "LAND-MARK TX 4869 NM11402" AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
- TAX CERTIFICATE(S) FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. _____ INSTRUMENT No. _____
INSTRUMENT No. _____ INSTRUMENT No. _____
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. _____
- THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO RANCHO DESIERTO BELLO UNIT THIRTEEN PHASE II BY THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT IN ACCORDANCE WITH THEIR RULES AND REGULATIONS AND WITH SECTION 16.043 OF THE TEXAS WATER CODE. WATER AND SEWER SERVICES WILL BE EXTENDED TO THE SUBDIVISION FROM EXISTING FACILITIES LOCATED ON ESCALERA DRIVE AND DARRINGTON ROAD AND WILL BE CONSTRUCTED TO SERVE THE SUBDIVISION WITHIN TWO (2) YEARS OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
- LOTS 63-82, BLOCK 53 ACCESS SHALL BE FROM A DEDICATED STREET ONLY.
- NO MORE THAN ONE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
- ROADS WILL NOT BE MAINTAINED BY THE TOWN OF HORIZON CITY UNTIL PAVED BY SDC DEVELOPMENT, LTD. AND LEGALLY APPROVED AND ACCEPTED BY THE TOWN OF HORIZON CITY.



STREET TABLE	
NORTH - SOUTH	EAST - WEST
YELLOW BELLS PLACE	MESCAL BEAN AVENUE
WHITE PINE PLACE	FIREWHEEL AVENUE
PAINTED LADY STREET	

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



SCALE: 1"=600'



TOWN OF HORIZON CITY MEMORANDUM

Date: June 3, 2021

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: **1st Reading of Ordinance No. _____**, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from PUD to C-1; containing approximately 8.69 acres; being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Company surveys, Town of Horizon City, El Paso County, Texas; south of the intersection of Kenazo Avenue and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the City; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

1st Reading of Ordinance No. _____, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from PUD to C-1; containing approximately 4.944 acres; being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Company Surveys, Town of Horizon City, El Paso County, Texas; north of the intersection of Kenazo Avenue and Horizon Boulevard; and authorizing the notation of the change on the official zoning map of the City; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

On December 20, 2021, the Planning and Zoning Commission voted unanimously to recommend that the City Council approve the rezoning of the subject properties from a PUD (Planned Unit Development) zone to a C-1 (Commercial) zone.

The applicant's request is to rezone the property to a C-2 (Commercial) zone to allow for commercial development. However, the staff recommendation to the Planning and Zoning Commission was to recommend approval of a C-1 zone for both properties due to their proximity to elementary and middle schools and established neighborhoods. The C-1 zone will allow for more neighborhood friendly commercial uses.

Although the Comprehensive plan designates this area for medium to high-density single-family development, staff believes that the development of this area, as proposed, will help enhance the surrounding properties and the recommended C-1 zone is consistent with the surrounding land uses.

The applicant has also submitted preliminary plat applications for the subject properties and it is recommended that their approval be contingent upon the rezoning request being approved and finalized.

Attached for your review, are the draft Ordinances and the consolidated and revised staff report, which includes the plat information, that was presented to the Planning and Zoning Commission.



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report
REVISED

Case No.: SUB002489-2021, SUB002490-2021 & RZ-002491-2021
Kenazo Estates Units 1 & 2

Application Type: **Preliminary Subdivision & Rezone Application**

P&Z Hearing Date: December 20, 2021

Staff Contact: Michelle Padilla, Planning Director
 915-852-1046; mpadilla@horizoncity.org

Address/Location: Abutting Kenazo Ave.

Legal Description: **Kenazo Estates Unit 1**
 Being Tract 8, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas (4.944 AC)

Legal Description: **Kenazo Estates Unit 2**
 Being Tract 9, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas (8.695 AC)

Property Owner: Pebble Hills Plaza LTD

Representative: Conde, Inc.

Nearest Park: Horizon Mesa

Nearest School: Dessert Hills Elementary & Horizon Middle School (CISD)

SURROUNDING PROPERTIES:

	Zoning	Land Use
N	C-1 (Commercial)	Vacant
E	PUD (Planned Unit Development)	Vacant
S	PUD (Planned Unit Development)	School & Commercial Sites
W	C-2 (Commercial) & A-1 (Apartment)	Vacant

LAND USE AND ZONING:

	Existing	Proposed
Land Use	Vacant	Commercial
Zoning	PUD (Planned Unit Development)	C-2 Commercial

Application Description:

Rezone:

The applicant is requesting to rezone approximately 13.639 acres of land that is currently vacant and zoned as PUD (Planned Unit Development) to a C-2 (Commercial). The properties abut Kenazo Ave. The proposed rezoning is as follows (please refer to the attached zoning plan):

- Parcel I (Kenazo Estates Unit One, 4.944 AC) - from PUD to C-2
- Parcel II (Kenazo Estates Unit Two, 8.695 AC) - from PUD to C-2

Preliminary Subdivision:

The applicant is also requesting to subdivide the properties that are proposed to be rezoned. The proposed subdivisions each include one (1) lot for commercial development. Kenazo Estates Unit One has the smallest lot measuring approximately 4.944 acres and Kenazo Estates Unit Two has the largest lot measuring approximately 8.695 Acres in size.

Notice:

In accordance with Section 211.007 of the Texas Local Government Code, notices of the December 20, 2021 public hearing for the rezoning request were sent to the school district of jurisdiction and to those property owners within 200 feet of the subject property on December 3, 2021. In addition, the applicant is required to erect signs notifying the public of the proposed rezoning on the site proposed for rezoning fifteen (15) days prior to the Planning and Zoning Commission public hearing.

Vision 2020 – Future Land Use Map Designation:

Horizon City Vision 2020 Strategic Master Plan designates this area as Medium to High-Density Single Family. This land use designation includes residential development including approximately 8 to 15 dwellings per acre.

Staff Recommendation:

Although the Comprehensive plan designates this area for Medium to High-Density Single-Family development, staff believes that the development of this area will help enhance the surrounding properties and is consistent with other surrounding **land uses**. The proposed commercial designation is consistent with the surrounding uses and zoning districts. However, due the properties' proximity to the elementary and middle schools, staff **recommends that the properties be rezoned to C-1 (Commercial)**, not C-2 (Commercial) as requested, to allow for more neighborhood commercial uses.

~~Staff recommends **DENIAL** of the preliminary plats as they do not conform with the City's Major Thoroughfare Plan as required by Chapter 10 (Subdivision Regulation), Section 5.2 (Conformance to Major Thoroughfare Plan Required) of the Municipal Code,~~

Staff recommends *APPROVAL* of the preliminary plats with the condition that all comments be addressed prior to City Council action.

Planning Division Comments:

The applicant has revised the plats to address the Planning Division's previous comments.

- Please correct the spelling of Rodman Street on the Kenazo Estates Unit Two plat.**

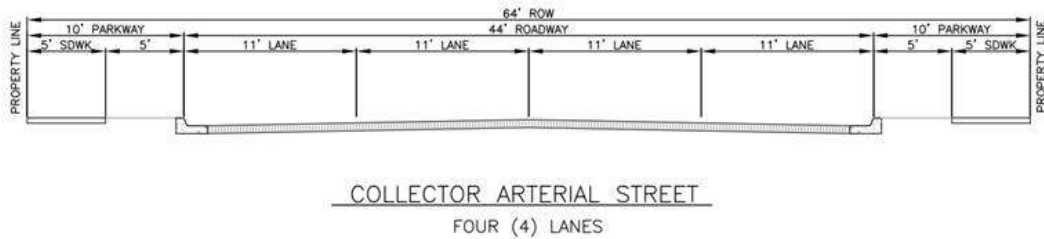
Kenazo Estates Unit One

- ~~Glenn Warner is identified as a collector arterial on the City's Major Thoroughfare plan. In accordance with Chapter 10 (Subdivision Regulation), Section 5.2 (Conformance to Major Thoroughfare Plan Required) of the Municipal Code, this plat is required to dedicate and improve an additional 19 feet of right-of-way along Glen Warner at the southeast property line of the development (where the roadway currently narrows). The cross-section for the required 64' collector arterial is provided below.~~

Kenazo Estates Unit Two

- ~~The extension of Rodman Street, a collector arterial, is designated on the City's Major Thoroughfare plan to cross this property. In accordance with Chapter 10 (Subdivision Regulation), Section 5.2 (Conformance to Major Thoroughfare Plan Required) of the~~

Municipal Code, this plat must dedicate and improve the thoroughfare. The cross-section for the required 64' collector arterial is provided below.



Public Works Director Comments:

Preliminary Plat- Kenazo Estates Unit 1

- Show location of water courses, ravines, present structures and other features pertinent to subdivision. Provide the total flow for that specific watershed area. The parcel will need to have a pond. Provide pond capacity calculations.
- Show the Benchmark (from note#10) in the plan.
- El Paso County 9-1-1 District approval is required for the addresses.
- Glenn Warner is not spelled correctly.
- Change school district to Clint Independent School District.
- Provide utility easements for the parcel.
- Add a note at south side of property stating driveways will not be allowed.

Preliminary Plat – Kenazo Estates Unit 2

1. Show location of water courses, ravines, present structures and other features pertinent to subdivision. Provide the total flow for that specific watershed area. The parcel will need to have a pond. Provide pond capacity calculations.
2. Show the Benchmark (from note#10) in the plan.
3. El Paso County 9-1-1 District approval is required for the addresses.
4. Identify the street/driveway entrance at the south side of parcel.
5. Change school district to Clint Independent School District.
6. Provide utility easements for the parcel at the front and/or south side.
7. Add a note at south side of property stating driveways will not be allowed.

Town Engineer Comments:

Preliminary Plat- Kenazo Estates Unit 1

1. Match the bearing in metes and bounds to face of plat. (Redlines provided)
2. Location and size of existing utilities shall be shown on preliminary plats. Indicated the location and size.
3. Provide certification that all utilities will be provided to the parcel (i.e. gas, electric, ...).

Preliminary Plat – Kenazo Estates Unit 2

1. Location and size of existing utilities shall be shown on preliminary plats. Indicated the location and size.

El Paso 9-1-1 District Comments:

The 911 District recommended street spelling names to be corrected and proposed addresses to be labeled on plats. (addresses missing)

TxDOT Comments:

TxDOT has no comments since proposed units are not abutting TxDOT right of way.

El Paso Central Appraisal District Comments:

The EPCAD approves this development.

Attachments:

1 - Zoning Map

2 - Aerial

3 - Future Land Use Map (Comprehensive Plan)

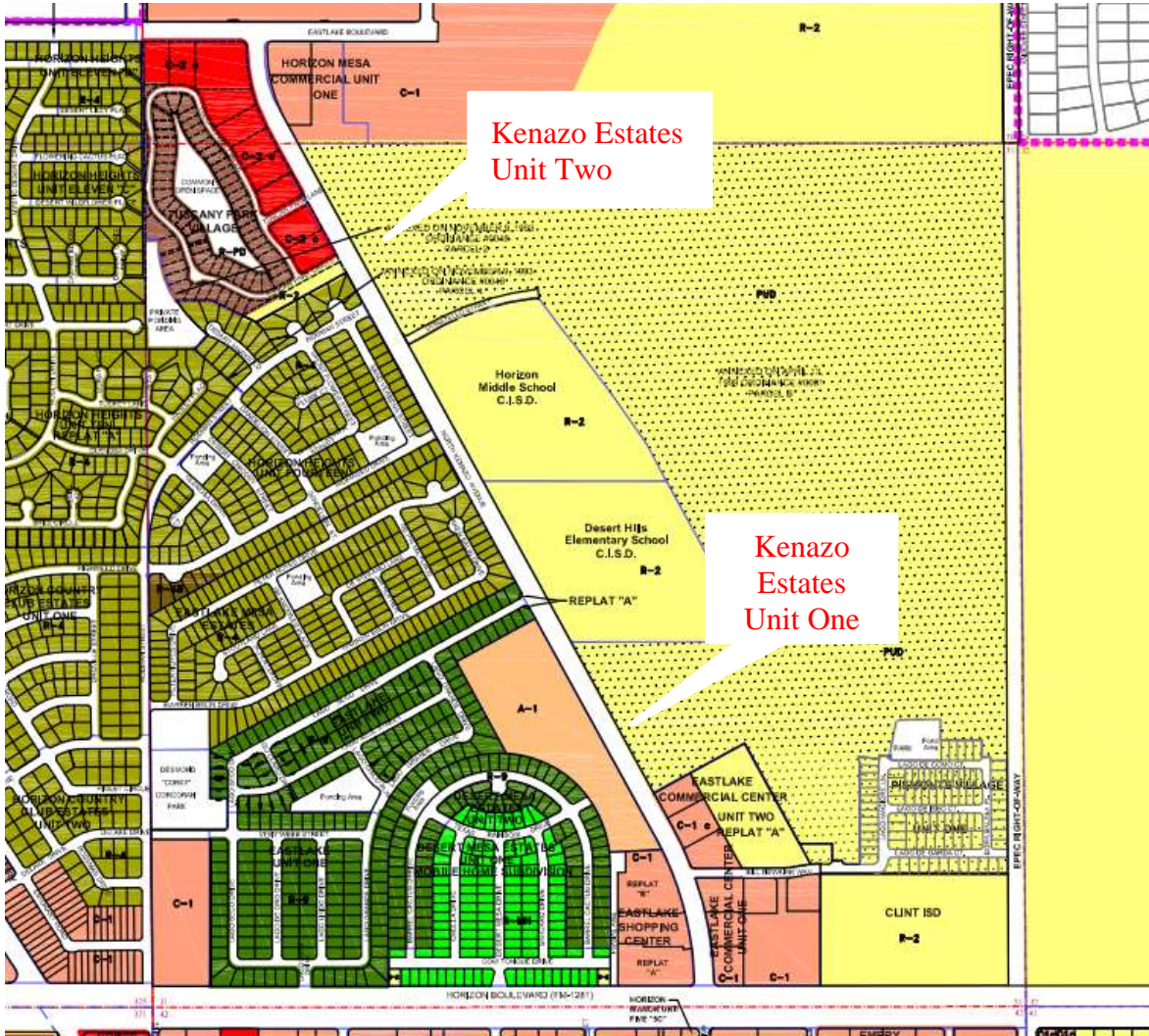
4 - Location Map

5 - Applications

6 - Zoning Plan

7 - Preliminary Plats

Attachment 1: Zoning Designation



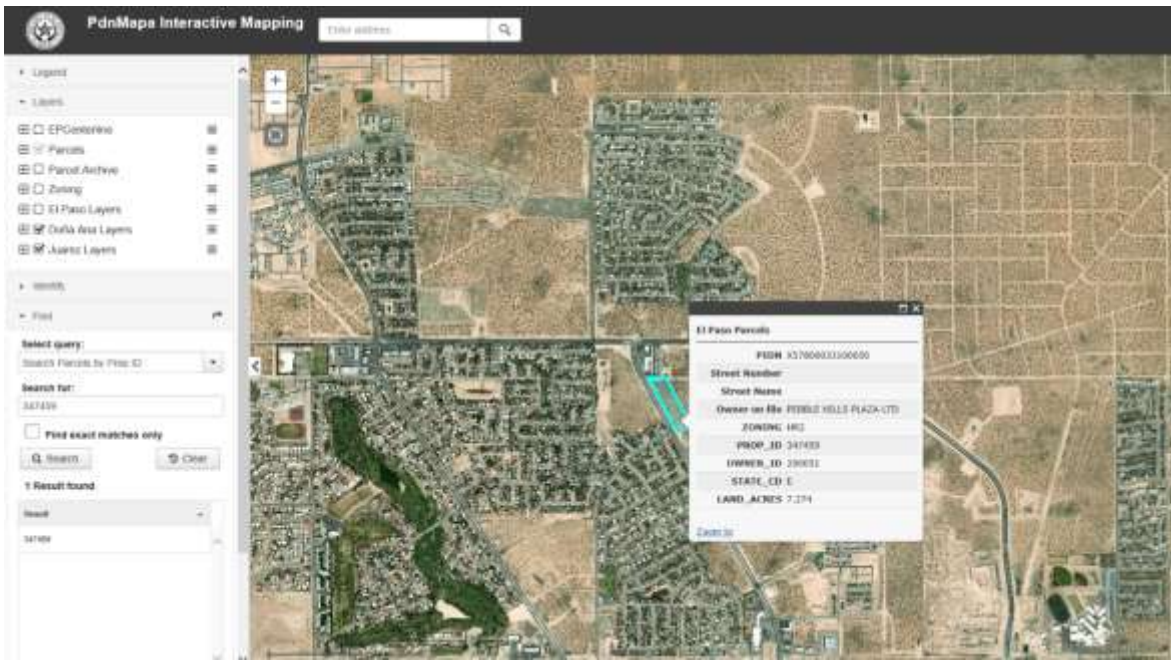
Attachment 2: Aerial

Kenazo Estates Unit One



Source: City of El Paso's Website; <https://gis.elpasotexas.gov/pdnmapajs/>

Kenazo Estates Unit Two



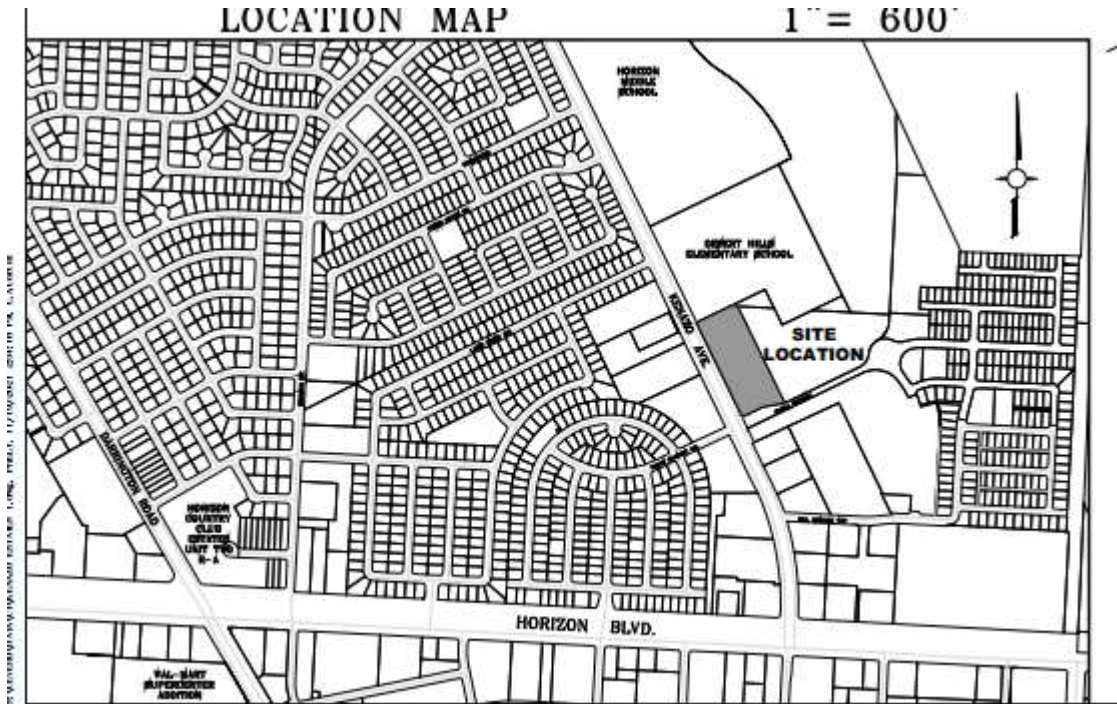
Source: City of El Paso's Website; <https://gis.elpasotexas.gov/pdnmapajs/>

Attachment 3: Future Land Use Map

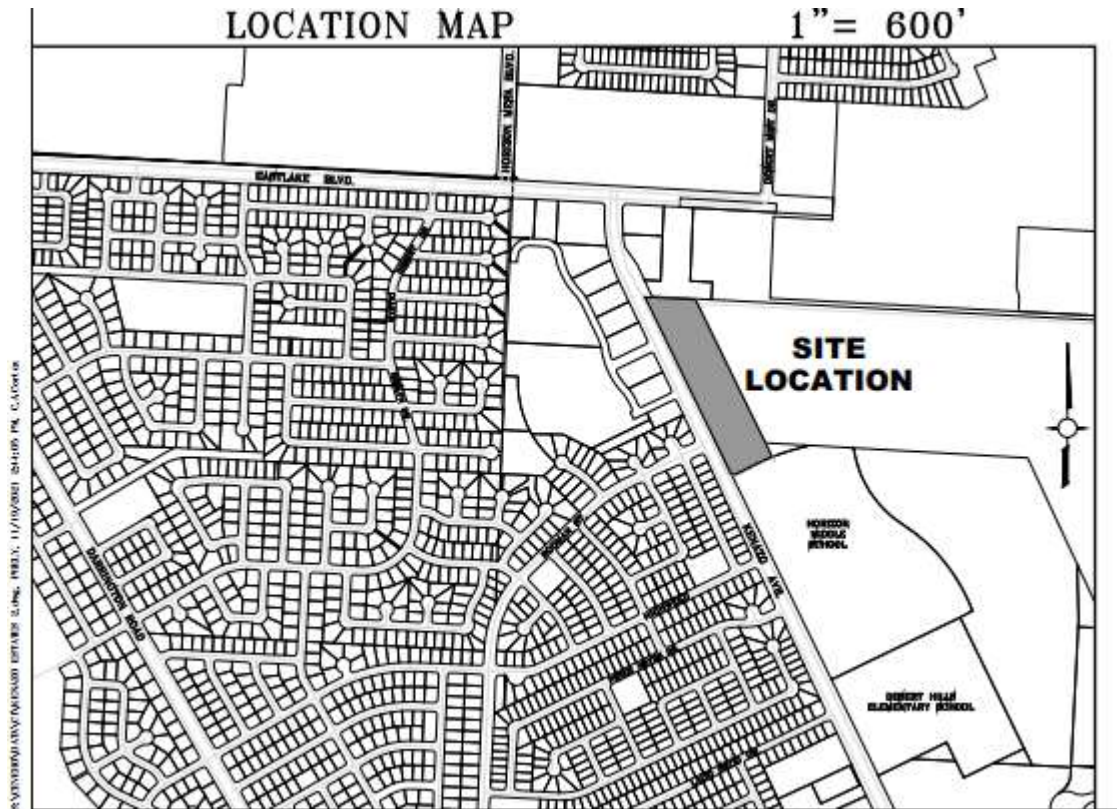


Attachment 4: Location Maps

Kenazo Estates Unit One



Kenazo Estates Unit Two



Attachment 5: Applications

1 of 2



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

REZONE APPLICATION

1. Owner of Record: Pebble Hills Plaza, LTD
420 Montana Ave. El Paso, TX 79902 915- _____
(ADDRESS) (ZIP) (PHONE) (EMAIL)

2. Applicant Conde, Inc. Is applicant also the Owner? Yes No
 Contact Person Conrad Conde

6080 Surety Dr., Ste. 100 El Paso, TX 79905 915-5920283 cconde@condeinc.com
(ADDRESS) (ZIP) (PHONE) (EMAIL)

3. PARCEL ONE
 Site Address/Location Kenazo Ave.
 Legal Description: Being Tract 8, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of
Horizon, El Paso County, Texas
(Lot) (Block) (Subdivision Name)

PARCEL TWO
 Site Address/Location _____
 Legal Description: _____
(Lot) (Block) (Subdivision Name)

If the legal description of the complete tracts or if plat is not available, attached are the **required** Metes & Bounds Description & survey map(s)? Yes No

4. Briefly explain why you request to rezone? To allow for Neighborhood Commercial uses.

5. Land's Presents Use: Vacant Zone PUD
 Land Vacant Lot size 4.944 Structure Structure's size _____ Last known date the structure was occupied? n/a
 Land's Proposed Use: Commercial Proposed Zone Use C-2

Will you be making any improvements to the existing lot or structure? Yes No This request includes Site Development Plans for approval? Yes No

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

6. Signatures: [Signature]
(OWNER'S SIGNATURE)

(APPLICANT'S SIGNATURE)

Alan Malachuk / Pebble Hills Plaza
(OWNER'S PRINTED NAME)

Conrad Conde
(APPLICANT'S PRINTED NAME)

FEE SCHEDULE: (NON-REFUNDABLE)

\$300 - UP TO 1.0 ACRES	\$450 - 30.1 ACRES TO 50 ACRES
\$350 - 1.1 ACRES TO 10 ACRES	\$500 - 50.1 ACRES TO 75 ACRES
\$400 - 10.1 ACRES TO 30 ACRES	\$600 - 75.1 ACRES AND UP
EL PASO TIMES PUBLISHING FEE APPROXIMATELY \$460	ENGINEERING FEE APPROXIMATELY \$60 PER 1/2 HOUR

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

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



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

REZONE APPLICATION

1. Owner of Record: Pebble Hills Plaza, LTD
420 Montana Ave. El Paso, TX 79902 915-
(ADDRESS) (ZIP) (PHONE) (EMAIL)

2. Applicant: Conde, Inc. Is applicant also the Owner? Yes No
 Contact Person: Conrad Conde

6080 Surety Dr., Ste. 100 El Paso, TX 79905 915-5920283 cconde@condeinc.com
(ADDRESS) (ZIP) (PHONE) (EMAIL)

3. PARCEL ONE
 Site Address/Location: Kenazo Ave.
 Legal Description: Being Tract 9, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of
Horizon, El Paso County, Texas (Subdivision Name)

PARCEL TWO
 Site Address/Location: _____
 Legal Description: _____
(Lot) (Block) (Subdivision Name)

If the legal description of the complete tracts or if plat is not available, attached are the **required** Metes & Bounds Description & survey map(s)? Yes No

4. Briefly explain why you request to rezone? To allow for a Neighborhood Commercial uses.

5. Land's Presents Use: Vacant Zone PUD
 Land Vacant Lot size 8.695 Structure Structure's size _____ Last known date the structure was occupied? n/a

Land's Proposed Use: Retail Proposed Zone Use C-2

Will you be making any improvements to the existing lot or structure? Yes No This request includes Site Development Plans for approval? Yes No

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

6. Signatures:

(OWNER'S SIGNATURE)

(APPLICANT'S SIGNATURE)

Alan Maloney Pebble Hills Plaza Ltd.
(OWNER'S PRINTED NAME)
Conrad Conde
(APPLICANT'S PRINTED NAME)

FEE SCHEDULE: (NON-REFUNDABLE)

\$300 - UP TO 1.0 ACRES	\$450 - 30.1 ACRES TO 50 ACRES
\$350 - 1.1 ACRES TO 10 ACRES	\$500 - 50.1 ACRES TO 75 ACRES
\$400 - 10.1 ACRES TO 30 ACRES	\$600 - 75.1 ACRES AND UP
EL PASO TIMES PUBLISHING FEE APPROXIMATELY \$460	ENGINEERING FEE APPROXIMATELY \$60 PER 1/2 HOUR

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

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



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

**MAJOR SUBDIVISION
 PRELIMINARY APPLICATION**

SUBDIVISION PROPOSED NAME: KENAZO ESTATES UNIT ONE SUBMITTAL DATE: November 15, 2021

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
Being Tract 8, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso, 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)	_____	_____		_____	_____
SCHOOL	_____	_____		_____	_____
COMMERCIAL	<u>4.944</u>	<u>1</u>	TOTAL NO. SITES	<u>1</u>	_____
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>4.944</u>	_____
3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? N/A 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 _____
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. 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 CC
 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 CC IF YES, PLEASE SUBMIT COPY.
14. OWNER OF RECORD Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
(NAME & ADDRESS) (EMAIL) (PHONE)
15. DEVELOPER Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
(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 Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
(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 Preliminary Plat approval request, including but not limited to attorney's fees, engineering fees and publication. Charges exceeding deposit will be invoiced separately. Initials CC
 Applicant Signature _____ EMAIL cconde@condeinc.com

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



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

**MAJOR SUBDIVISION
 PRELIMINARY APPLICATION**

SUBDIVISION PROPOSED NAME: KENAZO ESTATES UNIT TWO SUBMITTAL DATE: November 15, 2021

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
Being Tract 9, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso, 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)	_____	_____		_____	_____
SCHOOL	_____	_____		_____	_____
COMMERCIAL	<u>8.695</u>	<u>1</u>	TOTAL NO. SITES	<u>1</u>	_____
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>8.695</u>	_____

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? N/A 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 _____
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. 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 CC
 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 CC IF YES, PLEASE SUBMIT COPY.

14. OWNER OF RECORD Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
(NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
(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 Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
(NAME & ADDRESS) (EMAIL) (PHONE)

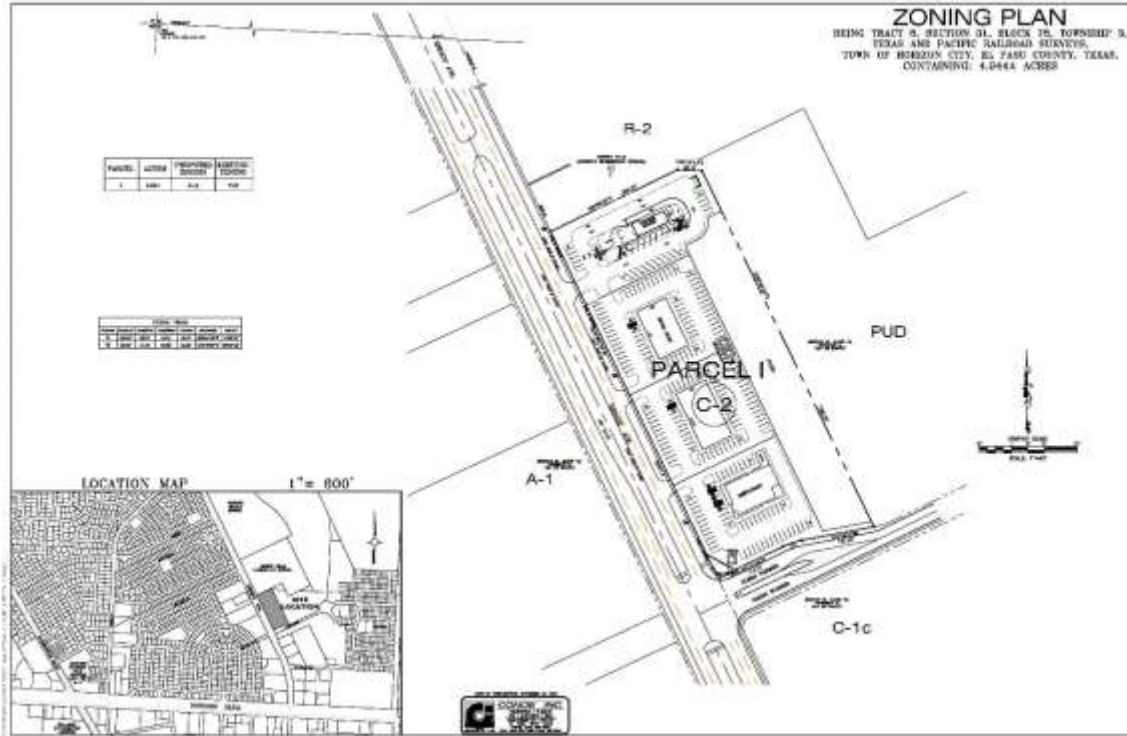
18. REP/POINT OF CONTACT Conrad Conde 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@condeinc.com -592-0283
(NAME & ADDRESS) (EMAIL) (PHONE)

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

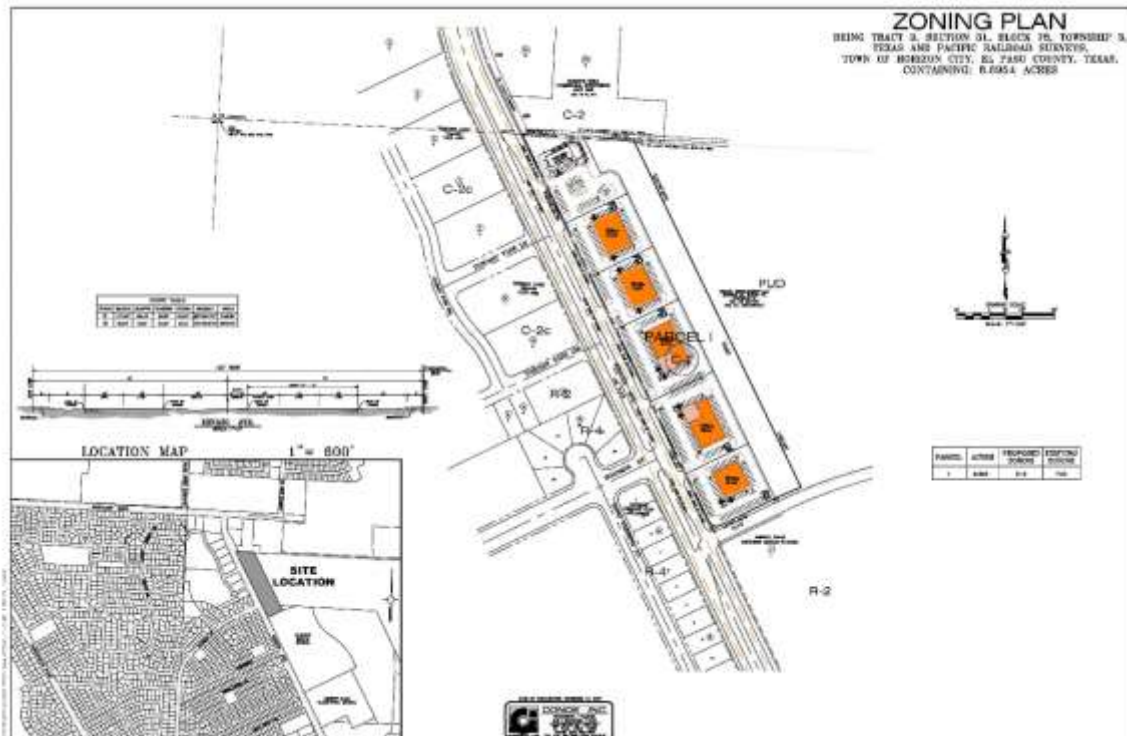
APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
 Acceptance of fee does not grant acceptance of application.
 Non Refundable Deposit \$500.00 | Application Fee: \$100

Attachment 6: Zoning Plan

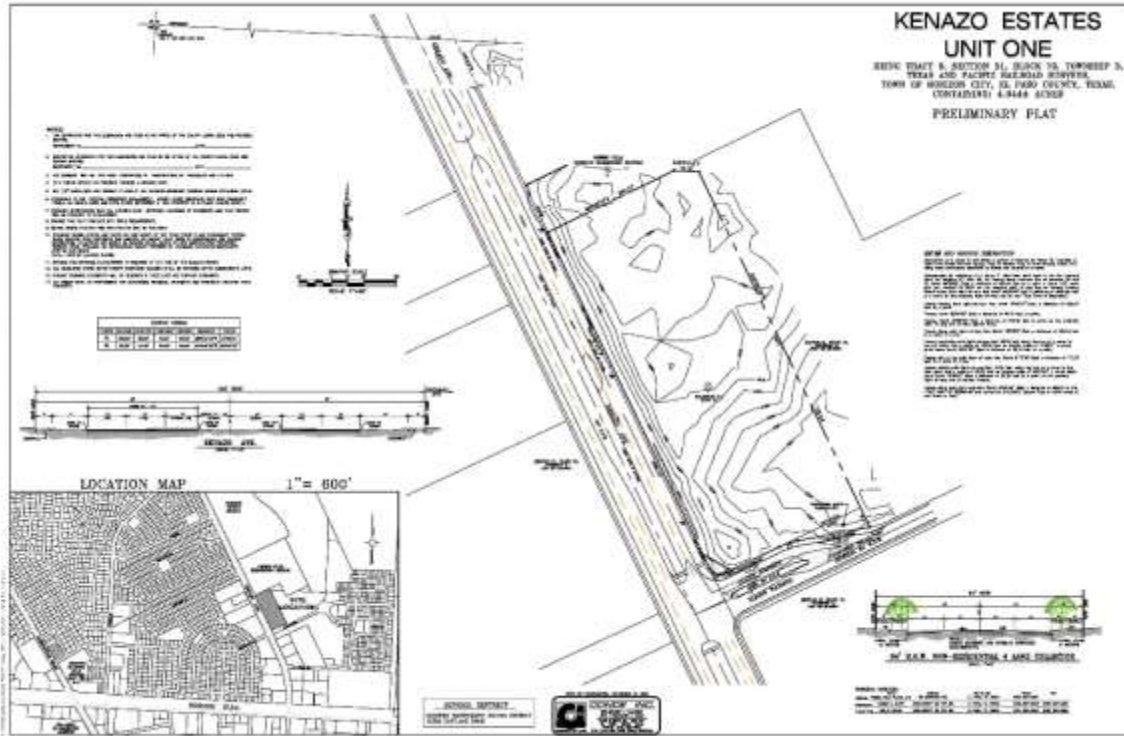
Kenazo Estates Unit One



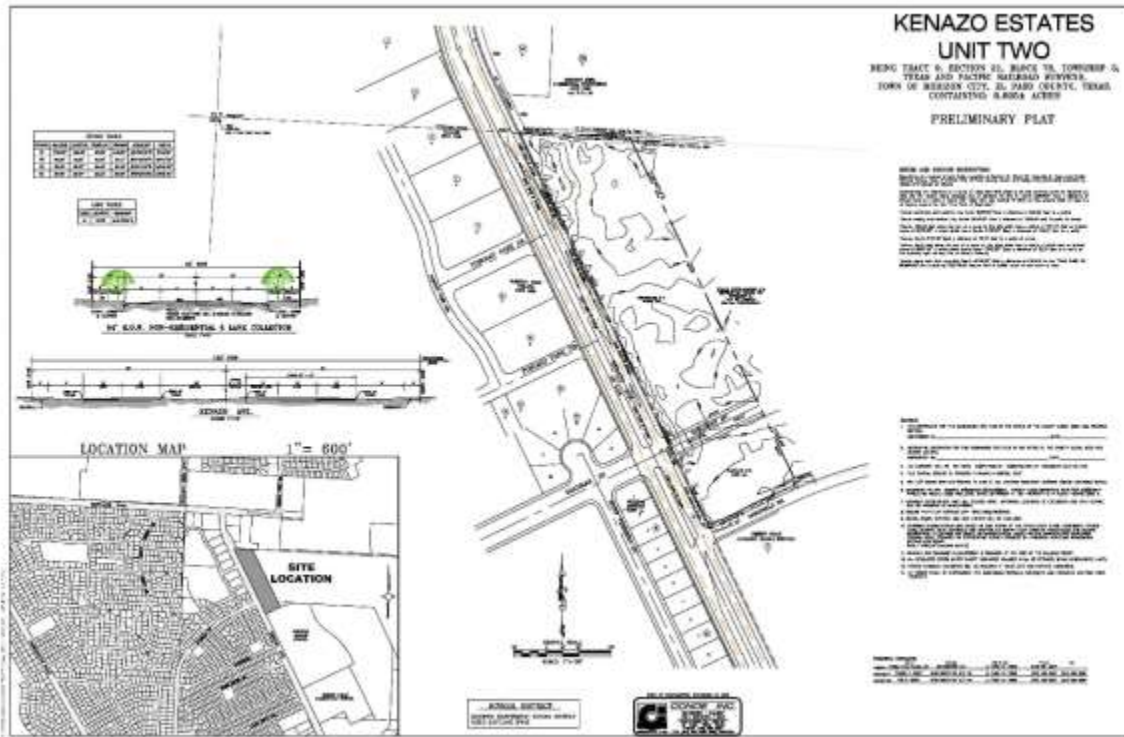
Kenazo Estates Unit Two



Attachment 7: Preliminary Plats
Kenazo Estates Unit One



Kenazo Estates Unit Two



ORDINANCE NO. _____

AN ORDINANCE ADOPTING A ZONING CHANGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF HORIZON CITY, TEXAS; REZONING ONE PARCEL FROM PUD TO C-1; CONTAINING APPROXIMATELY 4.944 ACRES; BEING A PORTION OF SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS; NORTH OF THE INTERSECTION OF KENAZO AVENUE AND HORIZON BOULEVARD; AND AUTHORIZING THE NOTATION OF THE CHANGE ON THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; AND PROPER NOTICE AND HEARING.

WHEREAS, an application was made to change a designated zone for a parcel of property as identified herein within the municipal limits of the Town of Horizon City; and

WHEREAS, said application was forwarded to and considered by the Town of Horizon City Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission has complied with all state and local laws affecting the changing of zones and held a public hearing to obtain public comments; and

WHEREAS, the Planning and Zoning Commission has recommended that the zoning on the parcel of property be rezoned to C-1 (Commercial); and

WHEREAS, the City Council of the Town of Horizon City ("City Council") seeks to promote safe, orderly and consistent use and development of real property; and

WHEREAS, the notice required by the Texas Local Government Code has been published in the official newspaper and given to adjacent property owners; and

WHEREAS, public hearings have been held by the City Council as required by law; and

WHEREAS, all written and oral protests (if any) submitted against the proposed zoning change have been reviewed and considered; and

WHEREAS, the City Council in its decision for rezoning finds that such rezoning is in the public interest of the Town of Horizon City, Texas; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good

government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Texas Local Government Code Chapter 211, the City is authorized to promulgate and enforce zoning regulations; and

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:

I. REZONING

The zoning be changed from PUD (Planned Unit Development) to C-1 (Commercial) within the meaning of the Zoning Ordinance contained in Chapter 14 on the Horizon City Municipal Code, for approximately 4.944 acres, more or less, and legally described by Metes and Bounds Description, Exhibit "A" attached hereto and by reference included herein.

II. ZONING MAP

The zoning map for the Town of Horizon City shall be modified to include the zoning changes directed by this ordinance.

III. FINDINGS OF FACT

That 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.

IV. 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.

V. 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.

VI. 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. Notice was also provided as required by Chapter 52, Texas Local Government Code.

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

Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova

Theresa Cullen Cordova, Assistant City Attorney

First Reading: 01/11/2022
Second Reading: 02/08/2021

EXHIBIT A

December 3, 2021
(Parcel 2)
(Town of Horizon City)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

Commencing for reference at Brass Disk City Monument at the centerline intersection of Kenazo Avenue and Glen Warner Blvd. from which a found ½" broken cap for the common corner of Sections 29, 30, 31 and 32, Block 78, Township 3, Texas and Pacific Railway Company Surveys bears, North 34°14'50" East a distance of 4505.02' feet; Thence along the centerline of Glen Warner Blvd., North 64°14'10" East a distance of 60.00 feet to a point on the northeasterly right of way line of Kenazo Avenue; Thence along said right of way line, North 25°45'27" West a distance of 65.00 feet to a set ½" rebar with cap marked TX 5152 for the **"TRUE POINT OF BEGINNING"**

Thence along said right of way line, North 25°45'27" West a distance of 689.13 feet to a set x chiseled on concrete sidewalk on the southerly line of Lot 2, Block 1, Horizon Middle / Desert Hills Subdivision as recorded in clerks file No. 20160084438, Real Property Records of El Paso County, Texas;

Thence along said line, North 64°01'09" East a distance of 260.37 feet to a set ½" rebar with cap marked TX 5152;

Thence leaving said line, South 87°04'05" East a distance of 45.18 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 25°45'27" East a distance of 728.04 feet to a set ½" rebar with cap marked TX 5152 on the northerly right of way line of Glen Warner Blvd. as shown on plat of West Eastlake Estates as recorded in clerks file no. 20170024159, Real Property Records of El Paso County, Texas ;

Thence along said right of way line, South 79°10'03" West a distance of 135.53 feet to a set ½" rebar with cap marked TX 5152 for a point of curve;

Thence along said right of way line, 36.22 feet along the arc of a curve to the left which has a radius of 139.00 feet a central angle of 14°55'48" a chord which bears South 71°42'09" West a distance of 36.12 feet to a set ½" rebar with cap marked TX 5152;

Thence along said right of way line, South 64°14'10" West a distance of 113.23 feet to a set ½" rebar with cap marked TX 5152 for a point of curve;

Thence along said right of way line, 31.42 feet along the arc of a curve to the right which has a radius of 20.00 feet a central angle of 90°00'42" a chord which bears North 70°45'29" West a distance of 28.28 feet to the **TRUE POINT OF BEGINNING**" and containing 215,350 Sq. Ft. 4.9437 acres of land more or less.

Note: A drawing of even date accompanies this description.



Ron R. Conde
R.P.L.S. No. 5152



job #921-19

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

ZONING PLAN

A PORTION OF SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS. TOWN OF HORIZON CITY, CONTAINING 215,350 SQUARE FEET OR 4.9437 ACRES



LINE TABLE		
LINE	LENGTH	BEARING
L1	60.00'	N64°14'10"E
L2	65.00'	N25°45'27"W
L3	45.18'	S87°04'05"E
L4	135.53'	S79°10'03"W
L5	113.23'	S64°14'10"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	139.00'	36.22'	36.12'	S71°42'09"W	14°55'48"
C2	20.00'	31.42'	28.28'	N70°45'29"W	90°00'42"

SCALE: 1"=100'

LOT 2, BLOCK 1, HORIZON MIDDLE/ DESERT HILLS SUBDIVISION
OWNER: CLINT INDEPENDENT SCHOOL DISTRICT
FILE#20160084438

ITHACA DEVELOPMENT, LLC
1.8953 ACRES
FILE# 20210001011

PORTION OF SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS
ITHACA DEVELOPMENT, LLC
FILE# 20210001011

OWNER: LOT HORIZON, LP
FILE#20160008578

PARCEL	ACRES	PROPOSED ZONING	EXISTING ZONING
2	4.9437	C-2	PUD

- NOTES:
1. SET 1/2" REBARS WITH CAPS MARKED TX 5152 ON ALL CORNERS UNLESS OTHERWISE NOTED.
 2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

SYMBOL LEGEND	
⊙	FOUND CONTROL POINT
⊕	FOUND CITY MONUMENT
○	SET 1/2" REBAR W/CAP 5152
☆	LIGHT POLE
⊙	SANITARY SEWER
⊞	ELECTRIC PULL BOX
⊙	POWER POLE
⊞	GUY WIRE
⊞	FIRE HYDRANT
⊞	TRAFFIC SIGN

KENAZO AVE.

GLEN WARNER BLVD
FILE# 20170024169

CONDE INC.
ENGINEERING/ PLANNING/ LAND SURVEYING/ CADD
6080 SURETY DRIVE-SUITE 100-EL PASO, TEXAS 79905
PHONE (915) 592-0283, FAX (915) 592-0286, FIRM# 10078100



CERTIFICATION
THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5152

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A ZONING CHANGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF HORIZON CITY, TEXAS; REZONING ONE PARCEL FROM PUD TO C-1; CONTAINING APPROXIMATELY 8.69 ACRES; BEING A PORTION OF SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS; SOUTH OF THE INTERSECTION OF KENAZO AVENUE AND EASTLAKE BOULEVARD; AND AUTHORIZING THE NOTATION OF THE CHANGE ON THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; AND PROPER NOTICE AND HEARING.

WHEREAS, an application was made to change a designated zone for a parcel of property as identified herein within the municipal limits of the Town of Horizon City; and

WHEREAS, said application was forwarded to and considered by the Town of Horizon City Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission has complied with all state and local laws affecting the changing of zones and held a public hearing to obtain public comments; and

WHEREAS, the Planning and Zoning Commission has recommended that the zoning on the parcel of property be rezoned to C-1 (Commercial); and

WHEREAS, the City Council of the Town of Horizon City ("City Council") seeks to promote safe, orderly and consistent use and development of real property; and

WHEREAS, the notice required by the Texas Local Government Code has been published in the official newspaper and given to adjacent property owners; and

WHEREAS, public hearings have been held by the City Council as required by law; and

WHEREAS, all written and oral protests (if any) submitted against the proposed zoning change have been reviewed and considered; and

WHEREAS, the City Council in its decision for rezoning finds that such rezoning is in the public interest of the Town of Horizon City, Texas; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good

government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Texas Local Government Code Chapter 211, the City is authorized to promulgate and enforce zoning regulations; and

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:

I. REZONING

The zoning be changed from PUD (Planned Unit Development) to C-1 (Commercial) within the meaning of the Zoning Ordinance contained in Chapter 14 on the Horizon City Municipal Code, for approximately 8.69 acres, more or less, and legally described by Metes and Bounds Description, Exhibit "A" attached hereto and by reference included herein.

II. ZONING MAP

The zoning map for the Town of Horizon City shall be modified to include the zoning changes directed by this ordinance.

III. FINDINGS OF FACT

That 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.

IV. 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.

V. 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.

VI. 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. Notice was also provided as required by Chapter 52, Texas Local Government Code.

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

Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova

Theresa Cullen Cordova, Assistant City Attorney

First Reading: 01/11/2022
Second Reading: 02/08/2021

EXHIBIT A

December 3, 2021
(Parcel 1)
(Town of Horizon City)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

Commencing for reference at a Brass Disk City Monument at the centerline intersection of Kenazo Avenue and Glen Warner Blvd., from which a found ½" rebar with broken cap for the common corner of Sections 29, 30, 31 & 32, Block 78, Township 3, Texas and Pacific Railway Company Surveys bears, North 34°14'50" East a distance of 4505.02' feet; Thence North 24°58'32" West a distance of 4354.90 feet to a found ½" rebar with cap marked TX 5572 on the intersection of the easterly right of way line of Kenazo Ave and the common line of Sections 30 and 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys for the **"TRUE POINT OF BEGINNING"**

Thence along the common line of Sections 30 and 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys, South 87°03'40" East a distance of 342.02 feet to a set ½" rebar with cap marked TX 5152;


Thence leaving said line, South 25°45'46" East a distance of 1183.84 feet to a set ½" rebar with cap marked TX 5152; 5152 on the northerly line of Lot 1, Block 1, Horizon Middle / Desert Hills Subdivision as recorded in clerks file No. 20160084438, Real Property Records of El Paso County, Texas;

Thence along said line 275.71 feet along the arc of a curve to the left, which has a radius of 1711.67 feet a central angel of 09°13'44" a chord which bears, South 64°48'44" West a distance of 275.41 feet to a set ½" rebar with cap marked TX 5152;

Thence 38.90 feet along the arc of a curve to the right, which has a radius of 25.00 feet a central angle of 89°09'08" a chord which bears, North 70°17'48" West a distance of 35.09 feet to a set ½" rebar with cap marked TX 5152 on the easterly right of way line of Kenazo Avenue;

Thence along said right of way line, North 25°45'45" West a distance of 1320.32 to the **"TRUE POINT OF BEGINNING"** and containing 378,676 Sq. Ft. 8.69 acres of land more or less.

Note: A drawing of even date accompanies this description.

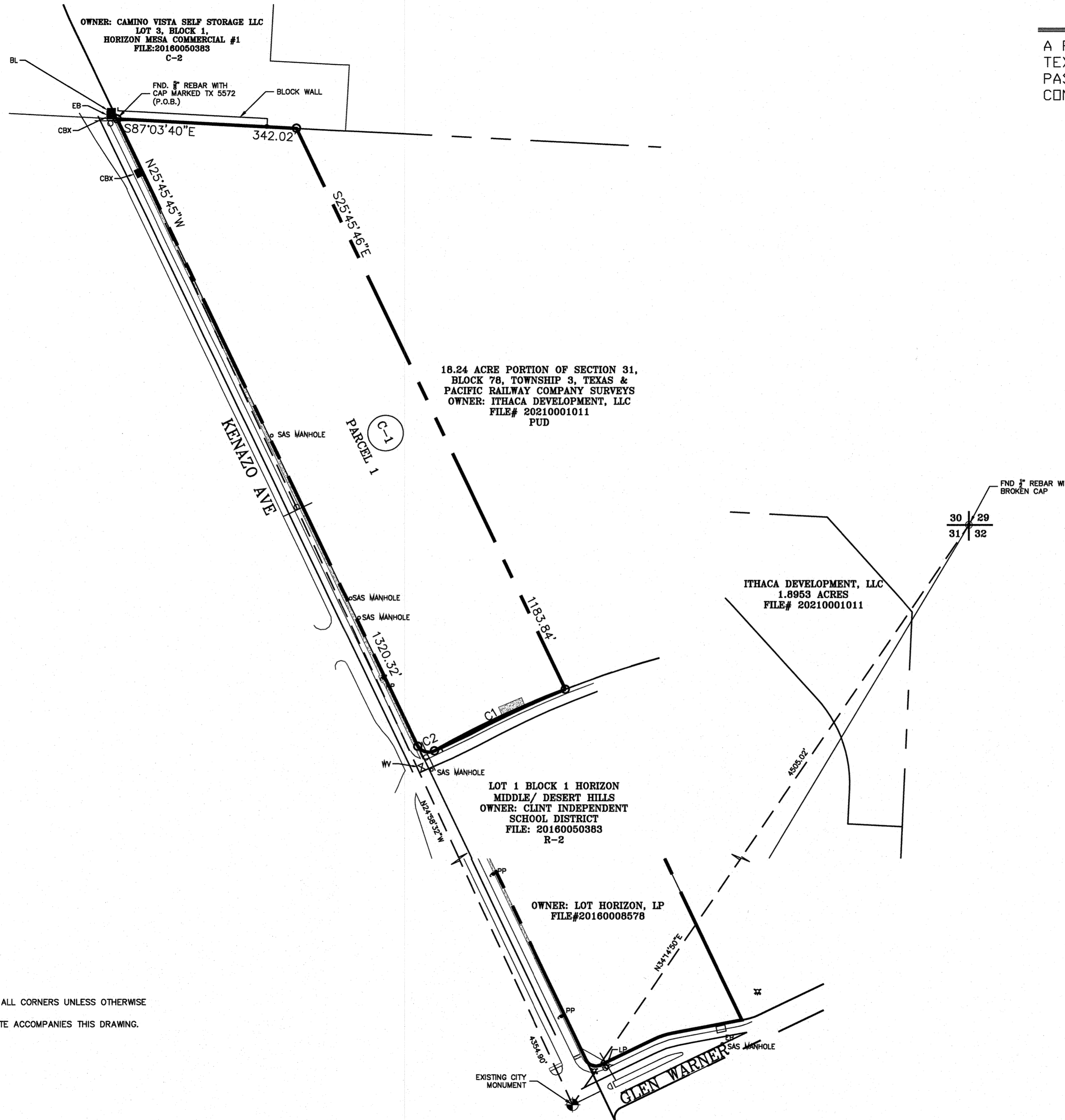

Ron R. Conde
R.P.L.S. No. 5152



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM#10078100

ZONING PLAN

A PORTION OF SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS, TOWN OF HORIZON CITY, CONTAINING 378,676 SQUARE FEET OR 8.69 ACRES



SCALE: 1"=150'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	DELTA
C1	1711.67'	275.71'	275.41'	S84°48'44"W 09°13'44"
C2	25.00'	38.90'	35.09'	N70°17'48"W 89°09'08"

SYMBOL LEGEND	
⊙	FOUND CONTROL POINT
⊕	FOUND CITY MONUMENT
○	SET 1/2" REBAR W/CAP 5152
⊗	CALCULATED POINT (NOT SET)
⊙	SANITARY SEWER
⊕	WATER VALVE
⊕	ELECTRIC PULL BOX
⊕	POWER POLE
⊕	GUY WIRE
⊕	FIRE HYDRANT
⊕	TRAFFIC SIGN
⊕	CABLE BOX

PARCEL	ACRES	PROPOSED ZONING	EXISTING ZONING
I	8.69	C-2	PUD

NOTES:
 1. SET 1/2" REBAR WITH CAPS MARKED TX 5152 ON ALL CORNERS UNLESS OTHERWISE NOTED.
 2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

CONDE INC.
 ENGINEERING/ PLANNING/ LAND SURVEYING/ CADD
 6080 SURETY DRIVE-SUITE 100-EL PASO, TEXAS 79905
 PHONE (915) 592-0283, FAX (915) 592-0286, FIRM# 10078100



CERTIFICATION
 THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

Ron R. Conde
 RON R. CONDE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS LICENSE NO. 5152



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: January 6, 2022; **Revised January 11, 2022**

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a preliminary plat application for Kenazo Estates Unit One (#SUB002489-2021), a property legally described as being Tract 8, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas Containing 4.944 Acres +/- Application submitted by Conde, Inc.

On a preliminary plat application for Kenazo Estates Unit Two (#SUB002490-2021), a property legally described as being Tract 9, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas Containing 8.695 Acres +/- Application submitted by Conde, Inc.

On December 20, 2021, the Planning and Zoning Commission voted unanimously to recommend that the City Council approve the preliminary plats for the subject properties with the condition that all staff comments be addressed prior to City Council action.

~~As of the posting of the agenda for the January 11, 2022 City Council meeting, staff is pending receipt of plats that address all comments. The staff recommendation will be presented to the City Council at the meeting.~~

The applicant has submitted revised plats that address all of the staff comments. The drainage ponds information will be provided at the grading phase of development. Staff recommends approval of both preliminary plats. The revised plats are attached.

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



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report
REVISED

Case No.: SUB002489-2021, SUB002490-2021 & RZ-002491-2021
Kenazo Estates Units 1 & 2

Application Type: **Preliminary Subdivision & Rezone Application**

P&Z Hearing Date: December 20, 2021

Staff Contact: Michelle Padilla, Planning Director
 915-852-1046; mpadilla@horizoncity.org

Address/Location: Abutting Kenazo Ave.

Legal Description: **Kenazo Estates Unit 1**
 Being Tract 8, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas (4.944 AC)

Legal Description: **Kenazo Estates Unit 2**
 Being Tract 9, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas (8.695 AC)

Property Owner: Pebble Hills Plaza LTD

Representative: Conde, Inc.

Nearest Park: Horizon Mesa

Nearest School: Dessert Hills Elementary & Horizon Middle School (CISD)

SURROUNDING PROPERTIES:

	Zoning	Land Use
N	C-1 (Commercial)	Vacant
E	PUD (Planned Unit Development)	Vacant
S	PUD (Planned Unit Development)	School & Commercial Sites
W	C-2 (Commercial) & A-1 (Apartment)	Vacant

LAND USE AND ZONING:

	Existing	Proposed
Land Use	Vacant	Commercial
Zoning	PUD (Planned Unit Development)	C-2 Commercial

Application Description:

Rezone:

The applicant is requesting to rezone approximately 13.639 acres of land that is currently vacant and zoned as PUD (Planned Unit Development) to a C-2 (Commercial). The properties abut Kenazo Ave. The proposed rezoning is as follows (please refer to the attached zoning plan):

- Parcel I (Kenazo Estates Unit One, 4.944 AC) - from PUD to C-2
- Parcel II (Kenazo Estates Unit Two, 8.695 AC) - from PUD to C-2

Preliminary Subdivision:

The applicant is also requesting to subdivide the properties that are proposed to be rezoned. The proposed subdivisions each include one (1) lot for commercial development. Kenazo Estates Unit One has the smallest lot measuring approximately 4.944 acres and Kenazo Estates Unit Two has the largest lot measuring approximately 8.695 Acres in size.

Notice:

In accordance with Section 211.007 of the Texas Local Government Code, notices of the December 20, 2021 public hearing for the rezoning request were sent to the school district of jurisdiction and to those property owners within 200 feet of the subject property on December 3, 2021. In addition, the applicant is required to erect signs notifying the public of the proposed rezoning on the site proposed for rezoning fifteen (15) days prior to the Planning and Zoning Commission public hearing.

Vision 2020 – Future Land Use Map Designation:

Horizon City Vision 2020 Strategic Master Plan designates this area as Medium to High-Density Single Family. This land use designation includes residential development including approximately 8 to 15 dwellings per acre.

Staff Recommendation:

Although the Comprehensive plan designates this area for Medium to High-Density Single-Family development, staff believes that the development of this area will help enhance the surrounding properties and is consistent with other surrounding **land uses**. The proposed commercial designation is consistent with the surrounding uses and zoning districts. However, due the properties' proximity to the elementary and middle schools, staff **recommends that the properties be rezoned to C-1 (Commercial)**, not C-2 (Commercial) as requested, to allow for more neighborhood commercial uses.

~~Staff recommends **DENIAL** of the preliminary plats as they do not conform with the City's Major Thoroughfare Plan as required by Chapter 10 (Subdivision Regulation), Section 5.2 (Conformance to Major Thoroughfare Plan Required) of the Municipal Code,~~

Staff recommends *APPROVAL* of the preliminary plats with the condition that all comments be addressed prior to City Council action.

Planning Division Comments:

The applicant has revised the plats to address the Planning Division's previous comments.

- Please correct the spelling of Rodman Street on the Kenazo Estates Unit Two plat.**

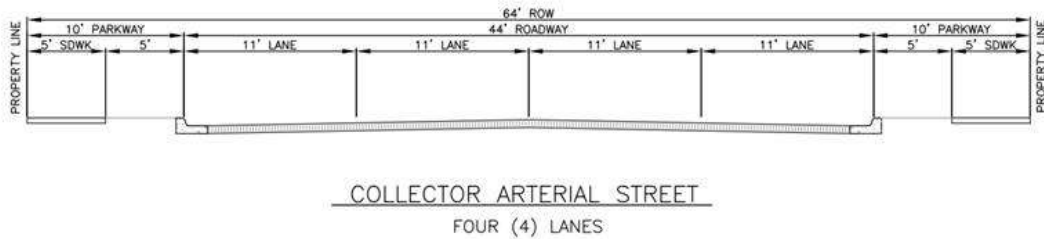
Kenazo Estates Unit One

- ~~Glenn Warner is identified as a collector arterial on the City's Major Thoroughfare plan. In accordance with Chapter 10 (Subdivision Regulation), Section 5.2 (Conformance to Major Thoroughfare Plan Required) of the Municipal Code, this plat is required to dedicate and improve an additional 19 feet of right-of-way along Glen Warner at the southeast property line of the development (where the roadway currently narrows). The cross-section for the required 64' collector arterial is provided below.~~

Kenazo Estates Unit Two

- ~~The extension of Rodman Street, a collector arterial, is designated on the City's Major Thoroughfare plan to cross this property. In accordance with Chapter 10 (Subdivision Regulation), Section 5.2 (Conformance to Major Thoroughfare Plan Required) of the~~

Municipal Code, this plat must dedicate and improve the thoroughfare. The cross-section for the required 64' collector arterial is provided below.



Public Works Director Comments:

Preliminary Plat- Kenazo Estates Unit 1

- Show location of water courses, ravines, present structures and other features pertinent to subdivision. Provide the total flow for that specific watershed area. The parcel will need to have a pond. Provide pond capacity calculations.
- Show the Benchmark (from note#10) in the plan.
- El Paso County 9-1-1 District approval is required for the addresses.
- Glenn Warner is not spelled correctly.
- Change school district to Clint Independent School District.
- Provide utility easements for the parcel.
- Add a note at south side of property stating driveways will not be allowed.

Preliminary Plat – Kenazo Estates Unit 2

1. Show location of water courses, ravines, present structures and other features pertinent to subdivision. Provide the total flow for that specific watershed area. The parcel will need to have a pond. Provide pond capacity calculations.
2. Show the Benchmark (from note#10) in the plan.
3. El Paso County 9-1-1 District approval is required for the addresses.
4. Identify the street/driveway entrance at the south side of parcel.
5. Change school district to Clint Independent School District.
6. Provide utility easements for the parcel at the front and/or south side.
7. Add a note at south side of property stating driveways will not be allowed.

Town Engineer Comments:

Preliminary Plat- Kenazo Estates Unit 1

1. Match the bearing in metes and bounds to face of plat. (Redlines provided)
2. Location and size of existing utilities shall be shown on preliminary plats. Indicated the location and size.
3. Provide certification that all utilities will be provided to the parcel (i.e. gas, electric, ...).

Preliminary Plat – Kenazo Estates Unit 2

1. Location and size of existing utilities shall be shown on preliminary plats. Indicated the location and size.

El Paso 9-1-1 District Comments:

The 911 District recommended street spelling names to be corrected and proposed addresses to be labeled on plats. (addresses missing)

TxDOT Comments:

TxDOT has no comments since proposed units are not abutting TxDOT right of way.

El Paso Central Appraisal District Comments:

The EPCAD approves this development.

Attachments:

1 - Zoning Map

2 - Aerial

3 - Future Land Use Map (Comprehensive Plan)

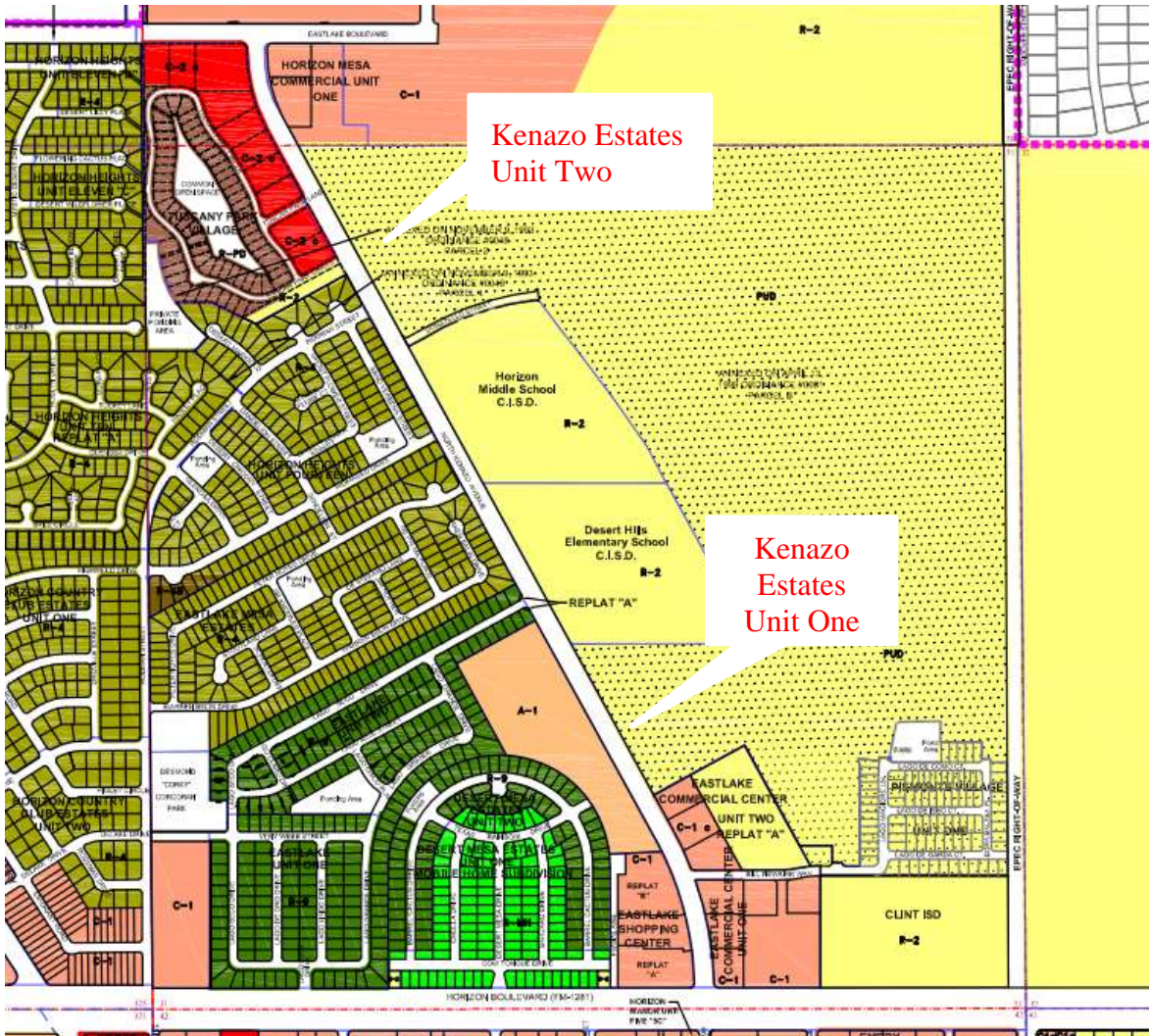
4 - Location Map

5 - Applications

6 - Zoning Plan

7 - Preliminary Plats

Attachment 1: Zoning Designation



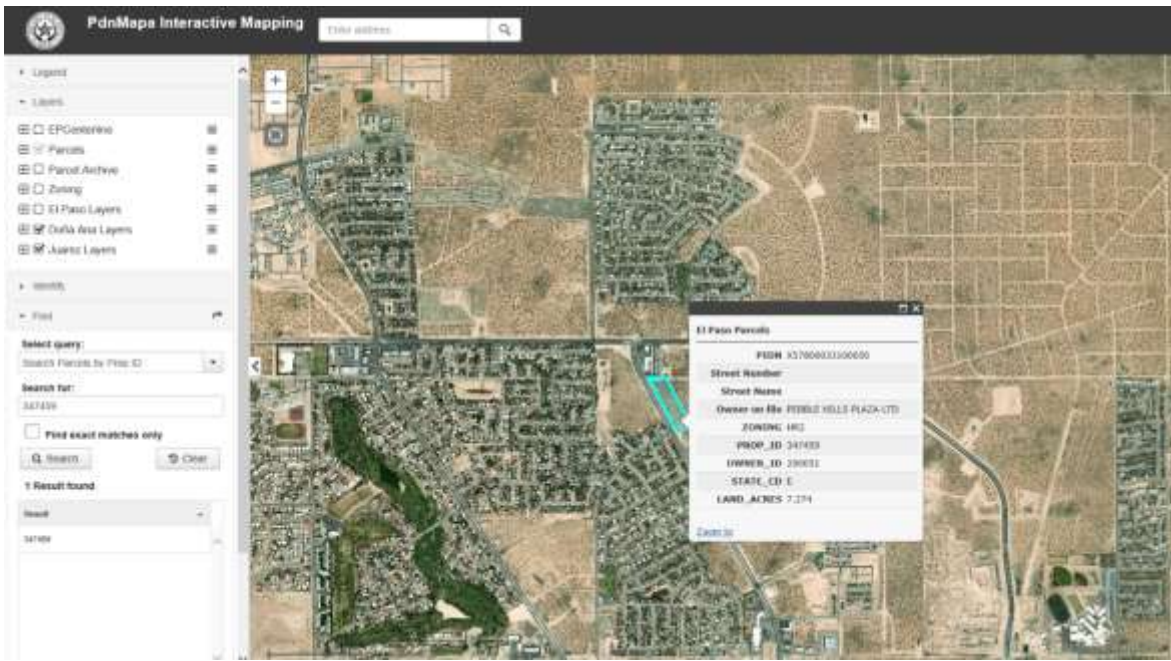
Attachment 2: Aerial

Kenazo Estates Unit One



Source: City of El Paso's Website; <https://gis.elpasotexas.gov/pdnmapajs/>

Kenazo Estates Unit Two



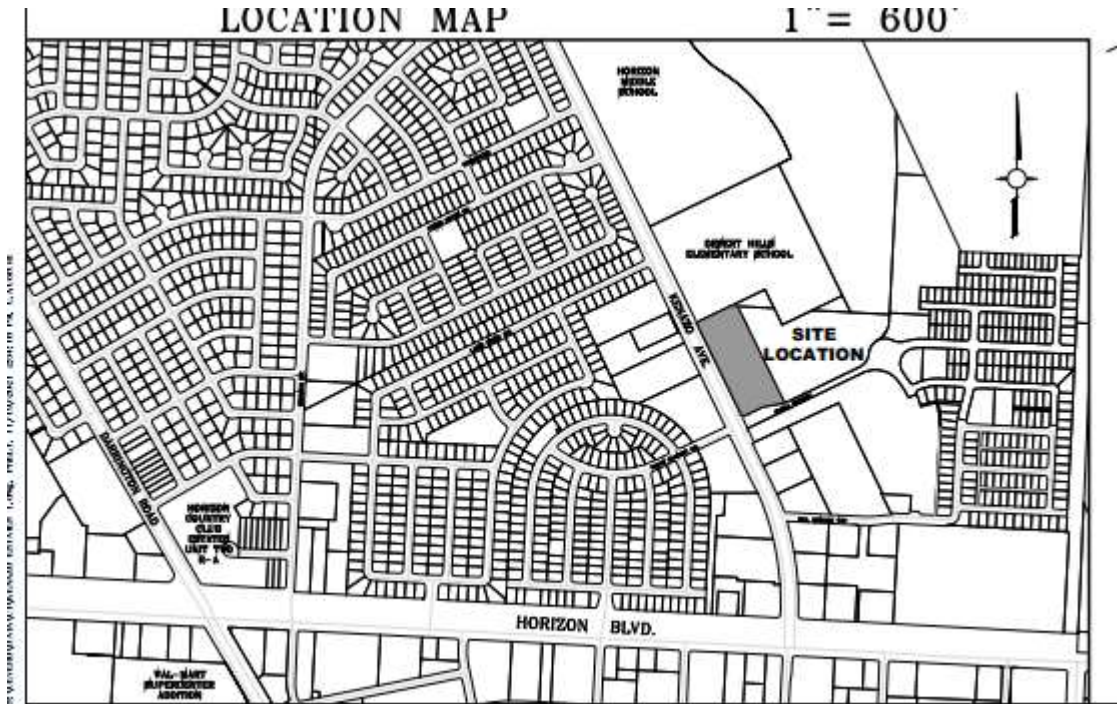
Source: City of El Paso's Website; <https://gis.elpasotexas.gov/pdnmapajs/>

Attachment 3: Future Land Use Map

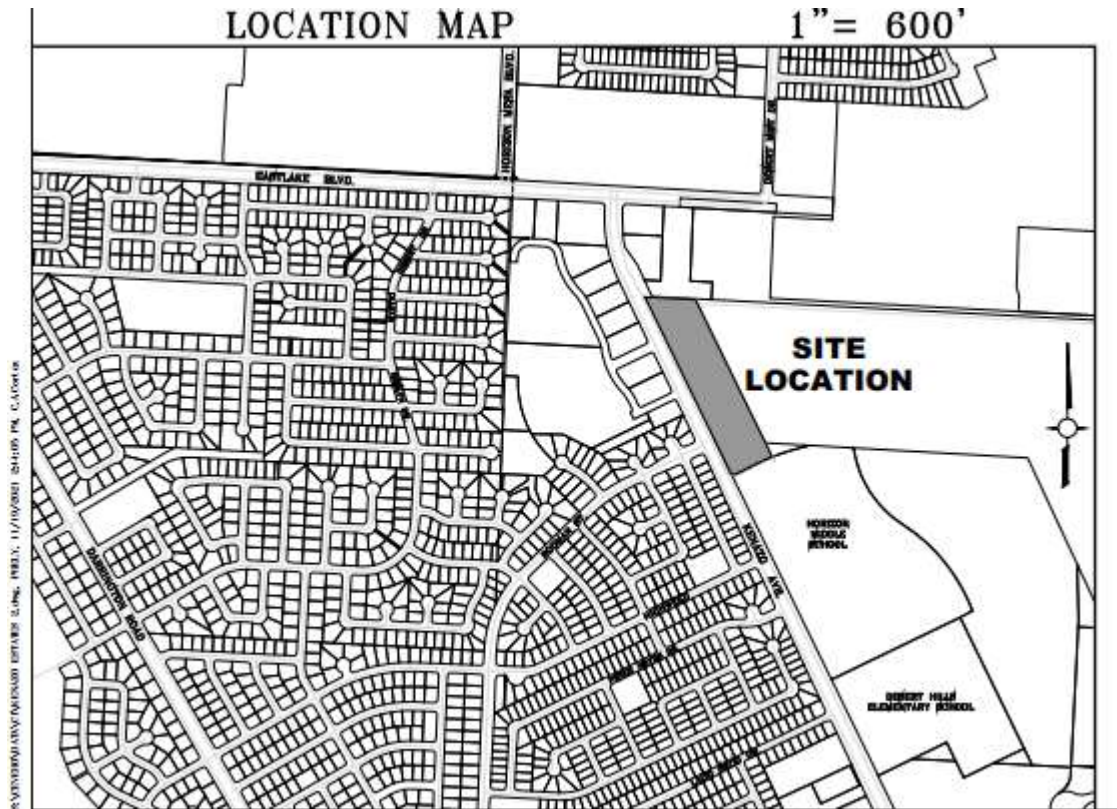


Attachment 4: Location Maps

Kenazo Estates Unit One



Kenazo Estates Unit Two



Attachment 5: Applications

1 of 2



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

REZONE APPLICATION

1. Owner of Record: Pebble Hills Plaza, LTD
420 Montana Ave. El Paso, TX 79902 915-
(ADDRESS) (ZIP) (PHONE) (EMAIL)
 2. Applicant Conde, Inc. Is applicant also the Owner? Yes No

Contact Person Conrad Conde
6080 Surety Dr., Ste. 100 El Paso, TX 79905 915-5920283 cconde@condeinc.com
(ADDRESS) (ZIP) (PHONE) (EMAIL)

3. PARCEL ONE
 Site Address/Location Kenazo Ave.
 Legal Description: Being Tract 8, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of
Horizon, El Paso County, Texas
(Lot) (Block) (Subdivision Name)

PARCEL TWO
 Site Address/Location _____
 Legal Description: _____
(Lot) (Block) (Subdivision Name)

If the legal description of the complete tracts or if plat is not available, attached are the **required** Metes & Bounds Description & survey map(s)? Yes No

4. Briefly explain why you request to rezone? To allow for Neighborhood Commercial uses.

5. Land's Presents Use: Vacant Zone PUD
 Land Vacant Lot size 4.944 Structure Structure's size _____ Last known date the structure was occupied? n/a
 Land's Proposed Use: Commercial Proposed Zone Use C-2

Will you be making any improvements to the existing lot or structure? Yes No This request includes Site Development Plans for approval? Yes No

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

6. Signatures: [Signature]
(OWNER'S SIGNATURE)
[Signature]
(APPLICANT'S SIGNATURE)

Alan Malachuk / Pebble Hills Plaza
(OWNER'S PRINTED NAME)
Conrad Conde
(APPLICANT'S PRINTED NAME)

FEE SCHEDULE: (NON-REFUNDABLE)

\$300 - UP TO 1.0 ACRES	\$450 - 30.1 ACRES TO 50 ACRES
\$350 - 1.1 ACRES TO 10 ACRES	\$500 - 50.1 ACRES TO 75 ACRES
\$400 - 10.1 ACRES TO 30 ACRES	\$600 - 75.1 ACRES AND UP
EL PASO TIMES PUBLISHING FEE APPROXIMATELY \$460	ENGINEERING FEE APPROXIMATELY \$60 PER 1/2 HOUR

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

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



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

REZONE APPLICATION

1. Owner of Record: Pebble Hills Plaza, LTD
420 Montana Ave. El Paso, TX 79902 915-_____
(ADDRESS) (ZIP) (PHONE) (EMAIL)

2. Applicant Conde, Inc. Is applicant also the Owner? Yes No
 Contact Person: Conrad Conde

6080 Surety Dr., Ste. 100 El Paso, TX 79905 915-5920283 cconde@condeinc.com
(ADDRESS) (ZIP) (PHONE) (EMAIL)

3. PARCEL ONE
 Site Address/Location Kenazo Ave.
 Legal Description: Being Tract 9, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of
Horizon, El Paso County, Texas (Subdivision Name)

PARCEL TWO
 Site Address/Location _____
 Legal Description: _____
(Lot) (Block) (Subdivision Name)

If the legal description of the complete tracts or if plat is not available, attached are the **required** Metes & Bounds Description & survey map(s)? Yes No

4. Briefly explain why you request to rezone? To allow for a Neighborhood Commercial uses.

5. Land's Presents Use: Vacant Zone PUD
 Land Vacant Lot size 8.695 Structure Structure's size _____ Last known date the structure was occupied? n/a

Land's Proposed Use: Retail Proposed Zone Use C-2

Will you be making any improvements to the existing lot or structure? Yes No This request includes Site Development Plans for approval? Yes No

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

6. Signatures:

(OWNER'S SIGNATURE)

(APPLICANT'S SIGNATURE)

Alan Maloney Pebble Hills Plaza Ltd.
(OWNER'S PRINTED NAME)
Conrad Conde
(APPLICANT'S PRINTED NAME)

FEE SCHEDULE: (NON-REFUNDABLE)

\$300 - UP TO 1.0 ACRES	\$450 - 30.1 ACRES TO 50 ACRES
\$350 - 1.1 ACRES TO 10 ACRES	\$500 - 50.1 ACRES TO 75 ACRES
\$400 - 10.1 ACRES TO 30 ACRES	\$600 - 75.1 ACRES AND UP
EL PASO TIMES PUBLISHING FEE APPROXIMATELY \$460	ENGINEERING FEE APPROXIMATELY \$60 PER 1/2 HOUR

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

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



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

**MAJOR SUBDIVISION
 PRELIMINARY APPLICATION**

SUBDIVISION PROPOSED NAME: KENAZO ESTATES UNIT ONE SUBMITTAL DATE: November 15, 2021

- LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
Being Tract 8, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso, 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)	_____	_____		_____	_____
SCHOOL	_____	_____		_____	_____
COMMERCIAL	<u>4.944</u>	<u>1</u>	TOTAL NO. SITES	<u>1</u>	_____
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>4.944</u>	_____
- WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? N/A PROPOSED ZONING N/A
- 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
- WHAT TYPE OF UTILITY EASEMENTS ARE PROPOSED? UNDERGROUND OVERHEAD COMBINATION
- WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Lot to street to drainage structures
- IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES _____
- ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? YES NO
- IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES NO
 IF ANSWER IS "YES", PLEASE EXPLAIN THE NATURE OF THE MODIFICATION _____
- WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY MEDIANS OTHER
- REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: _____
- WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES NO N/A INITIALS CC
 IF YES, submit REQUIRED GUARANTEE (SECTION 4.10.3 & 8.1.7, Municode Chapter 10) OR Improvement Cost Estimates & Construction Agreement
- WILL ANY RESTRICTIONS AND COVENANTS BE RECORDED WITH PLAT? YES NO INITIALS CC IF YES, PLEASE SUBMIT COPY.
- OWNER OF RECORD Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
(NAME & ADDRESS) (EMAIL) (PHONE)
- DEVELOPER Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
(NAME & ADDRESS) (EMAIL) (PHONE)
- ENGINEER Conde, Inc. 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@condeinc.com 915-592-0283
(NAME & ADDRESS) (EMAIL) (PHONE)
- APPLICANT Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
(NAME & ADDRESS) (EMAIL) (PHONE)
- 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 Preliminary Plat approval request, including but not limited to attorney's fees, engineering fees and publication. Charges exceeding deposit will be invoiced separately. Initials CC
 Applicant Signature _____ EMAIL cconde@condeinc.com

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



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

**MAJOR SUBDIVISION
 PRELIMINARY APPLICATION**

SUBDIVISION PROPOSED NAME: KENAZO ESTATES UNIT TWO SUBMITTAL DATE: November 15, 2021

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
Being Tract 9, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso, 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)	_____	_____		_____	_____
SCHOOL	_____	_____		_____	_____
COMMERCIAL	<u>8.695</u>	<u>1</u>	TOTAL NO. SITES	<u>1</u>	_____
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>8.695</u>	_____

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? N/A 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 _____
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. 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 CC
 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 CC IF YES, PLEASE SUBMIT COPY.

14. OWNER OF RECORD Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
(NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
(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 Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
(NAME & ADDRESS) (EMAIL) (PHONE)

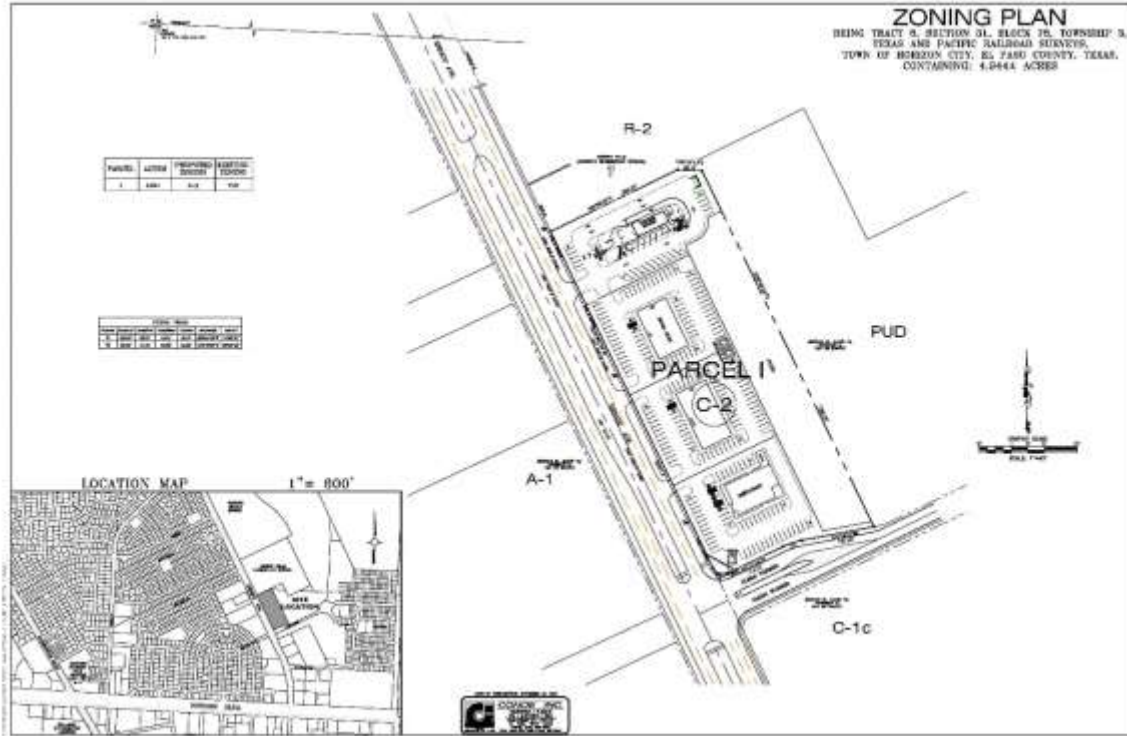
18. REP/POINT OF CONTACT Conrad Conde 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@condeinc.com -592-0283
(NAME & ADDRESS) (EMAIL) (PHONE)

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

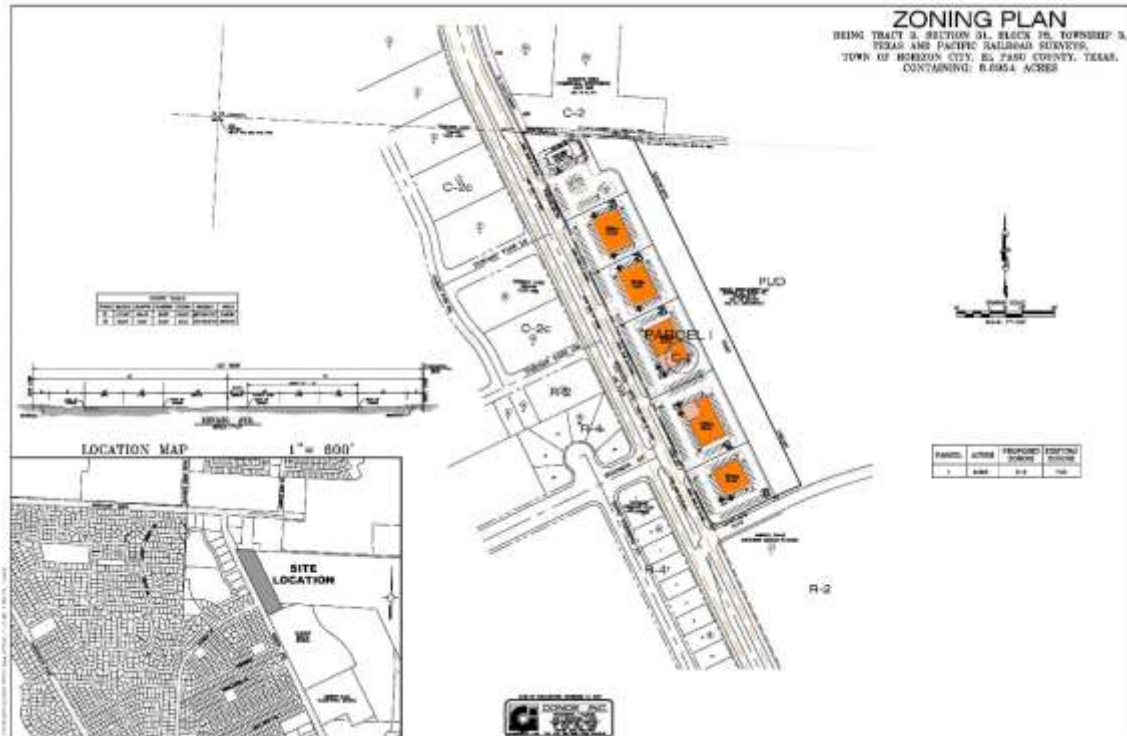
APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
 Acceptance of fee does not grant acceptance of application.
 Non Refundable Deposit \$500.00 | Application Fee: \$100

Attachment 6: Zoning Plan

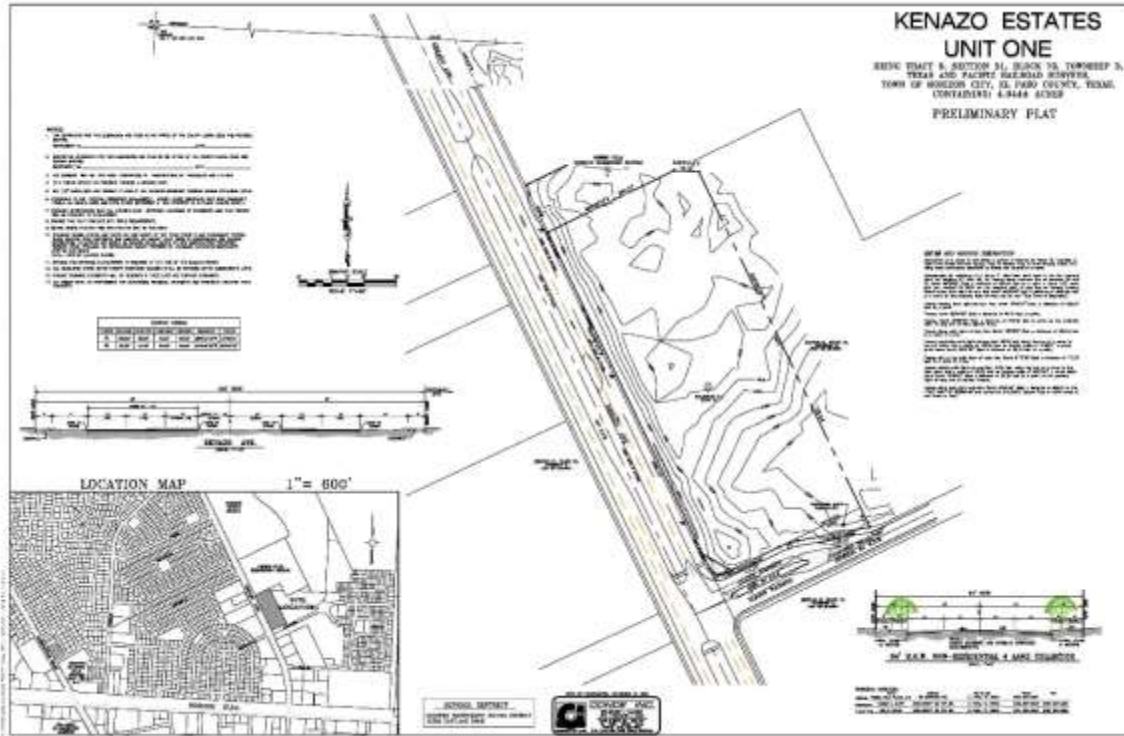
Kenazo Estates Unit One



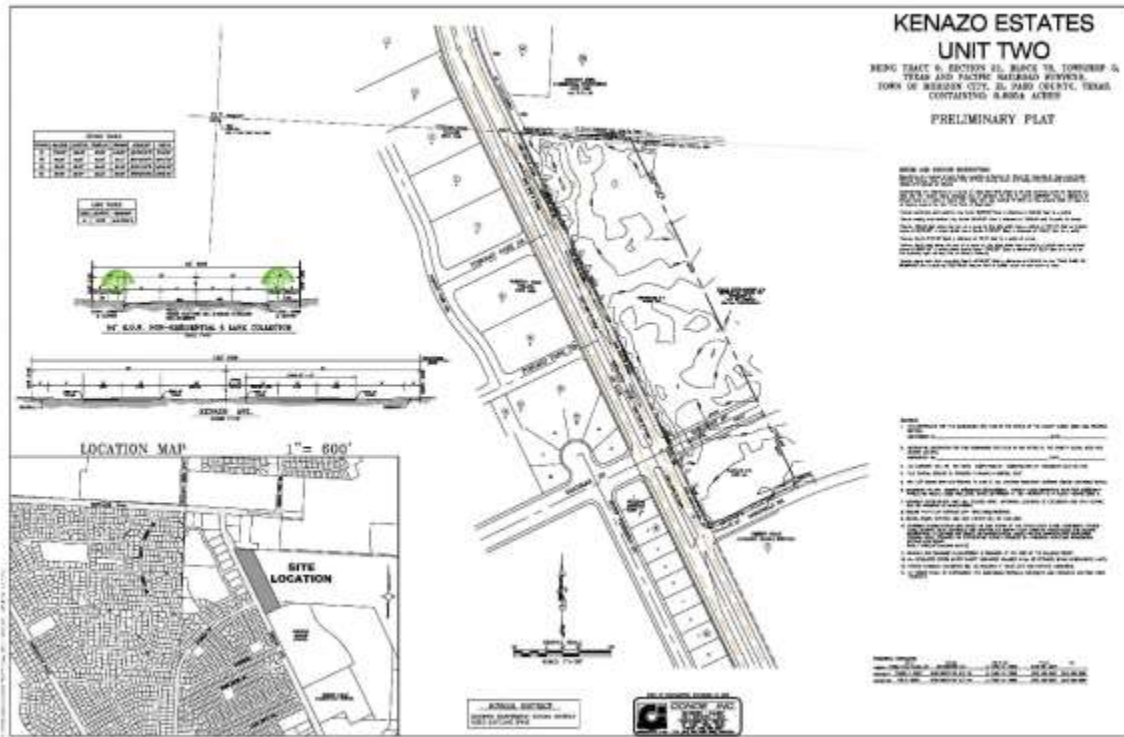
Kenazo Estates Unit Two



Attachment 7: Preliminary Plats
Kenazo Estates Unit One



Kenazo Estates Unit Two

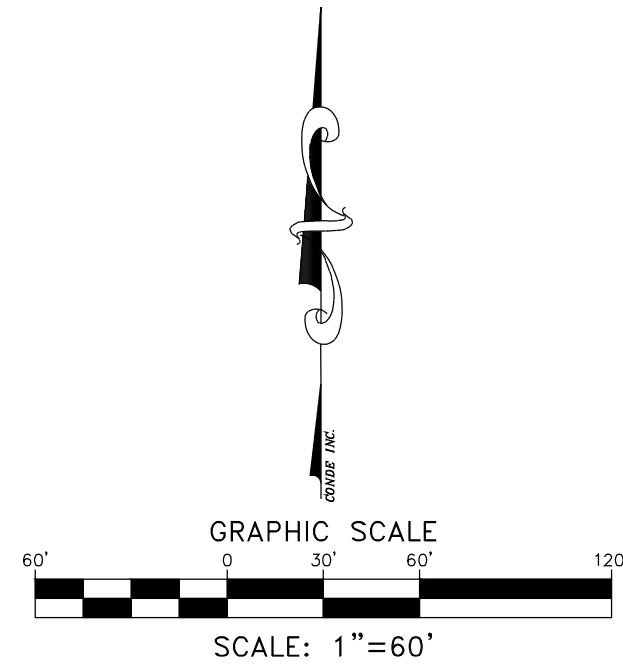


KENAZO ESTATES UNIT ONE

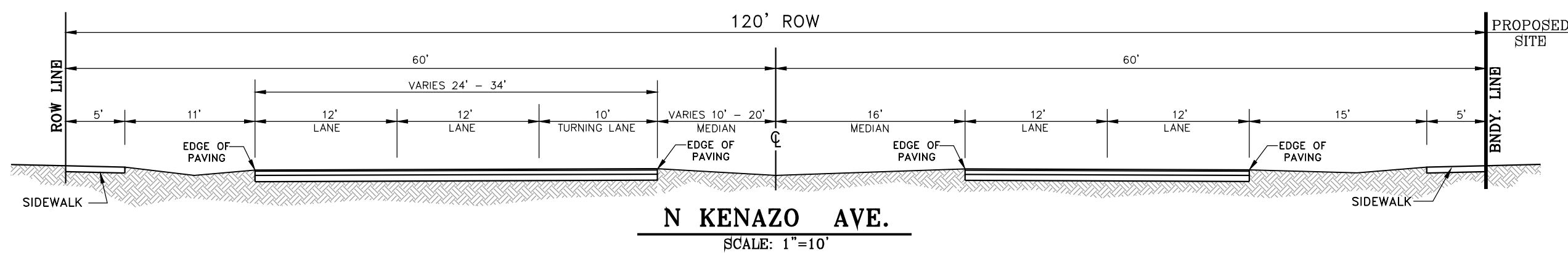
BEING TRACT 8, SECTION 31, BLOCK 78, TOWNSHIP 3,
TEXAS AND PACIFIC RAILROAD SURVEYS,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING: 4.944± ACRES

PRELIMINARY PLAT

- NOTES:**
- TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. _____ DATE _____
 - RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
INSTRUMENT No. _____ DATE _____
 - LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
 - "U.S. POSTAL SERVICE BE PROVIDED THROUGH A CENTRAL BOX".
 - 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.
 - PROVIDED CERTIFICATION THAT ALL UTILITIES HAVE APPROVED LOCATIONS OF EASEMENTS AND THAT SERVICE WILL BE PROVIDED TO DEVELOPMENT.
 - ENSURE THAT PLAT COMPLIES WITH TBPLS REQUIREMENTS.
 - WATER, SEWER, ELECTRIC AND GAS UTILITIES WILL BE AVAILABLE.
 - BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM-TEXAS CENTRAL 4203. DISTANCES ARE SURFACE US SURVEY FOOT. ITEMS IN PARENTHESES ARE RECORD INFORMATION. ELEVATIONS ARE BASED ON NAVD88 DATUM, BASED ON GPS OBSERVATIONS PROCESSED THROUGH OPUS. PROVIDED ON TOPOGRAPHIC SURVEY PROVIDED BY LANDMARK SURVEYING BENCHMARK: EXISTING 5/8 REBAR ELEV.= 4028.78' (NAVD88 DATUM)
 - GRADING AND DRAINAGE PLANS/PERMIT IS REQUIRED AT THE TIME OF THE BUILDING PERMIT.
 - ALL DEVELOPED STORM WATER RUNOFF DISCHARGE VOLUMES SHALL BE RETAINED WITHIN SUBDIVISION'S LIMITS.
 - PRIVATE DRAINAGE EASEMENTS WILL BE REQUIRED IF THESE LOTS ARE FURTHER SUBDIVIDED.
 - LOT OWNER SHALL BE RESPONSIBLE FOR MAINTAINING SIDEWALK, DRIVEWAYS AND PARKWAYS ABUTTING THEIR PROPERTY.



CURVE TABLE					
CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA
C1	139.00'	36.22'	18.21'	36.12'	S68°41'05"W 14°55'51"
C2	20.00'	31.42'	20.00'	28.29'	N73°46'31"W 80°00'42"



LOCATION MAP

1"= 600'



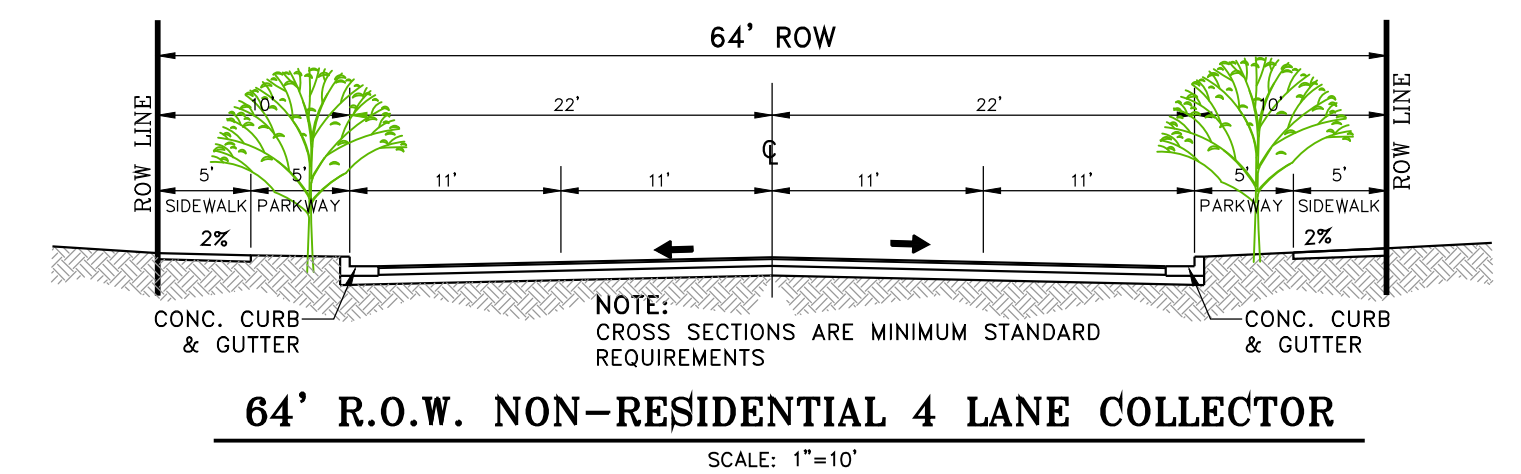
REV.	DATE	COMMENTS
01/11/22	01/11/22	Public Works & Town Engineer Comments

SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT
14521 HORIZON BLVD.

DATE OF PREPARATION: NOVEMBER 19, 2021

CONDE INC.
ENGINEERING / PLANNING
GPS / SURVEYING / CAD
6080 SURETY DR. STE 100
EL PASO, TEXAS 79905
PHONE: (915) 592-0283
FAX: (915) 592-0286 FIRM# 20078100

METES AND BOUNDS DESCRIPTION
Description of a parcel of land being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Survey, Town of Horizon City, El Paso County, Texas, and being more particularly described by metes and bounds as follows:
Commencing for reference at a found 2" pipe bent shot base to be the common point for sections 21, 325, 30, 31; thence along common line of sections 30 and 31, North 89°54'53" East a distance of 934.24 feet to a point a found 1/2" rebar with cap marked TX 5572 on the easterly right-of-way line of N Kenazo Avenue, thence along said right-of-way line South 28°46'29" East a distance of 3600.56 feet to a point on said easterly right-of-way line for the "True Point of Beginning".
Thence leaving said right-of-way line, North 61°00'07" East a distance of 260.37 feet to a point;
Thence, North 89°54'53" East a distance of 45.18 feet to point;
Thence, South 28°46'29" East a distance of 728.04 feet to point on the northerly right-of-way line of Glenn Warner Blvd.;
Thence along said right-of-way line, South 76°09'01" West a distance of 135.53 feet to a point of curve;
Thence continuing said right-of-way line, 36.22 feet along the arc of a curve to the left which has a radius of 139.00 feet an interior angle of 14°55'51" a chord which bears South 68°41'05" West a distance of 36.12 feet to a point;
Thence still at the said right-of-way line, South 61°13'08" West a distance of 113.23 feet to a point of curve;
Thence leaving said right-of-way line, 31.42 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 80°00'42" a chord which bears North 73°46'31" West a distance of 28.29 feet to a point on the easterly right-of-way line of N Kenazo Avenue;
Thence along said right-of-way line, North 28°46'29" West a distance of 689.13 to the "TRUE POINT OF BEGINNING" and containing 215,349.61 Square Feet or 4.944 acres of land more or less.



PRINCIPAL CONTACTS:

OWNER:	Address	City & Zip	Phone	Fax
None	420 MONTANA AVE.	EL PASO, TX 79902	(915) 581-2264	
ENGINEER:	6080 SURETY DR. STE 100	EL PASO, TX 79905	(915) 592-0283	(915) 592-0286
SURVEYOR:	6080 SURETY DR. STE 100	EL PASO, TX 79905	(915) 592-0283	(915) 592-0286

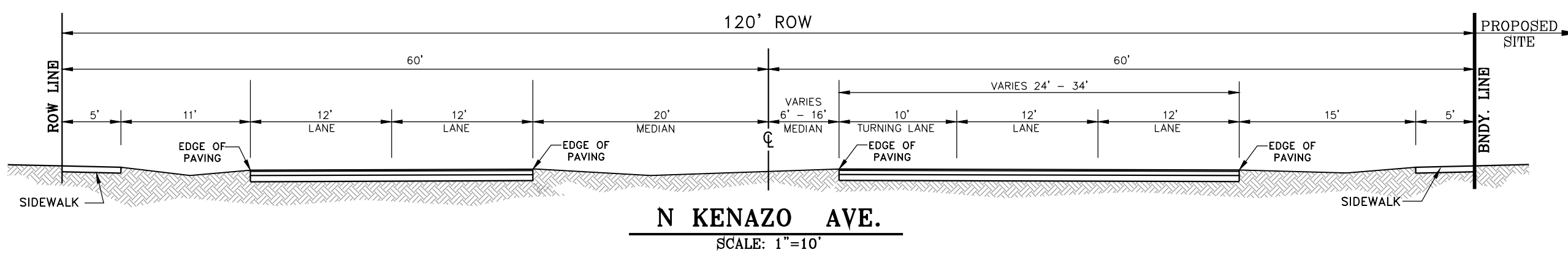
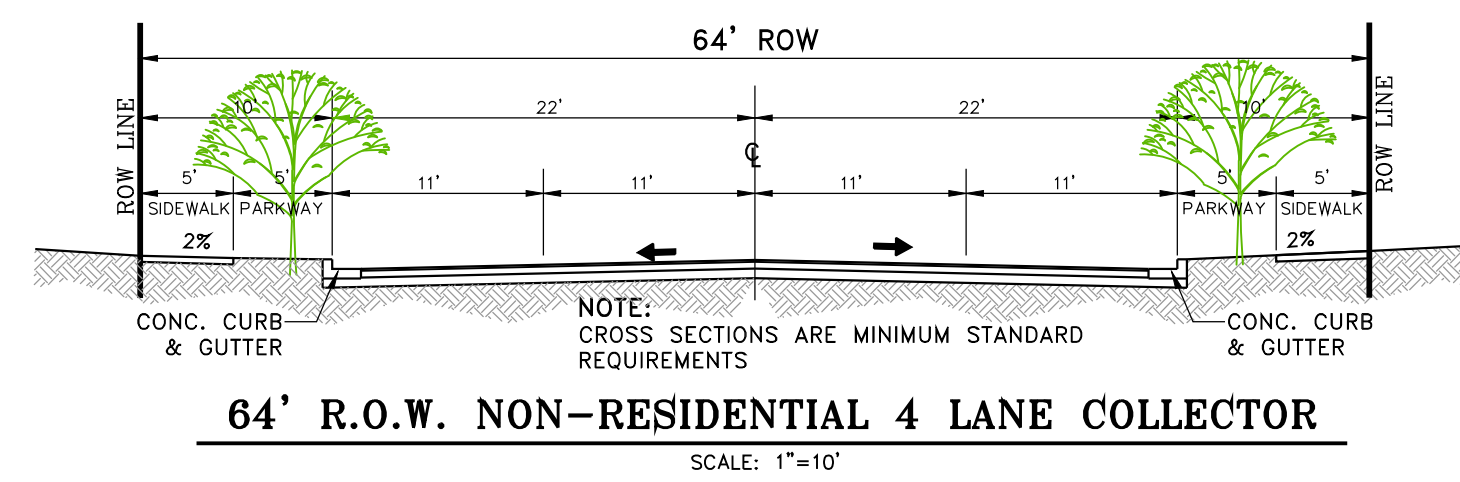
KENAZO ESTATES UNIT TWO

BEING TRACT 9, SECTION 31, BLOCK 78, TOWNSHIP 3,
TEXAS AND PACIFIC RAILROAD SURVEYS,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING: 8.695± ACRES

PRELIMINARY PLAT

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	1711.67'	199.48'	99.85'	199.37'	S61°58'00"W	6°40'39"
C2	25.00'	39.21'	24.94'	35.31'	N73°42'20"W	89°51'43"
C3	25.00'	39.27'	25.00'	35.36'	S16°13'31"W	90°00'00"
C4	25.00'	39.27'	25.00'	35.36'	S73°46'29"E	90°00'00"

LINE	LENGTH	BEARING
L1	60.00'	N61°13'31"E



LOCATION MAP



METES AND BOUNDS DESCRIPTION
Description of a parcel of land being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Survey, Town of Horizon City, El Paso County, Texas, and being more particularly described by metes and bounds as follows:
Commencing for reference at a found 2" pipe bent shot base to be the common point for sections 21, 32S, 30, 31; thence along common line of sections 30 and 31, North 89°55'25" East a distance of 934.24 feet to a point of found 1/2" rebar with cap marked TX 5572 on the easterly right-of-way line of N Kenazo Avenue for the "True Point of Beginning".
Thence continuing said section line, North 89°55'37" East a distance of 342.02 feet to a point;
Thence leaving said section line, South 28°46'29" East a distance of 1183.84 feet to point of curve;
Thence, 199.48 feet along the arc of a curve to the left which has a radius of 1711.67 feet an interior angle of 06°40'39" a chord which bears South 61°58'00" West a distance of 199.37 feet to a point;
Thence, South 61°21'48" West a distance of 75.70 feet to a point of curve;
Thence, 39.21 feet along the arc of a curve to the right which has a radius of 25.00 feet an interior angle of 89°51'43" a chord which bears North 73°42'20" West a distance of 35.31 feet to a point on the easterly right-of-way line of N Kenazo Avenue;
Thence along said right-of-way-line, North 28°46'29" West a distance of 1320.33 to the "TRUE POINT OF BEGINNING" and containing 378,736.93 Square Feet or 8.695 acres of land more or less.

- NOTES:**
- TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. _____ DATE _____
 - RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
INSTRUMENT No. _____ DATE _____
 - LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
 - "U.S. POSTAL SERVICE BE PROVIDED THROUGH A CENTRAL BOX".
 - 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. WILL BE PROVIDED TO DEVELOPMENT.
 - PROVIDED CERTIFICATION THAT ALL UTILITIES HAVE APPROVED LOCATIONS OF EASEMENTS AND THAT SERVICE WILL BE PROVIDED TO DEVELOPMENT.
 - ENSURE THAT PLAT COMPLIES WITH TBPLS REQUIREMENTS.
 - WATER, SEWER, ELECTRIC AND GAS UTILITIES WILL BE AVAILABLE.
 - BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM-TEXAS CENTRAL. DISTANCES ARE SURFACE US SURVEY FOOT. ITEMS IN PARENTHESES ARE RECORD INFORMATION. ELEVATIONS ARE BASED ON NAVD83 DATUM, BASED ON GPS OBSERVATIONS PROCESSED THROUGH CPUS. PROVIDED ON TOPOGRAPHIC SURVEY PROVIDED BY LANDMARK SURVEYING BENCHMARK: EXISTING 5/8 REBAR. ELEV. = 4028.78' (NAVD83 DATUM)
 - GRADING AND DRAINAGE PLANS/PERMIT IS REQUIRED AT THE TIME OF THE BUILDING PERMIT.
 - ALL DEVELOPED STORM WATER RUNOFF DISCHARGE VOLUMES SHALL BE RETAINED WITHIN SUBDIVISION'S LIMITS.
 - PRIVATE DRAINAGE EASEMENTS WILL BE REQUIRED IF THESE LOTS ARE FURTHER SUBDIVIDED.
 - LOT OWNER SHALL BE RESPONSIBLE FOR MAINTAINING SIDEWALK, DRIVEWAYS AND PARKWAYS ABUTTING THEIR PROPERTY.

DATE	REV.	DATE	COMMENTS
11/19/21			
01/11/22			Public Works & Town Engineer Comments

SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT
14521 HORIZON BLVD.

DATE OF PREPARATION: NOVEMBER 19, 2021

PRINCIPAL CONTACTS:	Name	Address	City & Zip	Phone	Fax
OWNER:	PEBBLE HILLS PLAZA, LTD.	420 MONTANA AVE.	EL PASO, TX 79902	(915) 581-2264	
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



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: January 6, 2022; **Revised January 11, 2022**
To: Honorable Mayor and Members of City Council
From: Michelle Padilla, Planning Director
SUBJECT: On the preliminary & final plat applications (#SUB002470-2021) for Horizon Town Center Unit Four, a property legally described as being a portion of C.D Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas, Containing 11.03 Acres +/- Application submitted by Conde, Inc.

On December 20, 2021, the Planning and Zoning Commission voted unanimously to recommend that the City Council approve the preliminary plat for the property with the condition that all staff comments be addressed prior to City Council action and that the approval of the plat is contingent upon the approval of the rezoning request by the City Council.

~~As of the posting of the agenda for the January 11, 2022 City Council meeting, staff is pending receipt of a plat that addresses all comments. The staff recommendation will be presented to the City Council at the meeting.~~

The applicant has submitted plats that address all comments. Staff recommends approval of the preliminary and final plats. The revised plats are attached.

Since the proposed ponding area that is to be dedicated as part of this plat will serve the abutting commercial development and a majority of the runoff entering the pond will be produced by such commercial development, staff is working with the developer to determine an appropriate path forward to address the maintenance of the pond. A proposal will be presented to the City Council at the meeting.

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



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: SUB002470-2021
Horizon Town Center Unit 4
Application Type: **Preliminary & Final Subdivision**
P&Z Hearing Date: December 20, 2021
Staff Contact: Michelle Padilla, Planning Director
 915-852-1046; mpadilla@horizoncity.org

Address/Location: Abutting the North East corner of Town Center Dr. and Horizon Crossing St.

Legal Description: Horizon Town Center Unit 4 –
 A portion of C D STEWART SURVEY #321 (36.3857 AC)
 El Paso County, Horizon City, Texas

Property Owner: Ranchos Real XV, LLC

Applicant: Conde, Inc.

Nearest Park: Corky Park

Nearest School: Frank Macias Elementary School

SURROUNDING PROPERTIES:

	Zoning	Land Use
N	C-2 (Commercial)	Vacant
E	C-2 (Commercial)	Walmart
S	R- (Residential)	Single Family Residential and Vacant
SW	R-9 (Residential)	Vacant
NW	C-2 (Commercial)	Hospital of Providence

LAND USE AND ZONING:

	Existing	Proposed
Land Use	Vacant	Residential
Zoning	R-2 Residential and C-2 Commercial	

Application Description:

Preliminary & Final Subdivision:

The applicant is also requesting to subdivide approximately 10.736 acres of the area proposed to be rezoned to incorporate a residential subdivision. The proposed subdivision includes 39 lots for single-family residential development, the smallest lot measuring approximately 6,694 square feet and the largest lot measuring approximately 16,973 square feet in size. In accordance with Section 2.8.1 of the Subdivision Ordinance, the developer is required to pay \$10,800.00 (\$400 per residential unit) in parkland fees. This unit will utilize the parkland credit carried over from Units 1 and 2, as approved by City Council, leaving the developer with a remaining credit of 0.053 acres for any future units within the development.

Staff Recommendation:

Staff recommends **APPROVAL** of the preliminary & final plats with the condition that all staff comments shall be addressed prior to City Council action.

Planning Division Comments:

Preliminary Plat:

Public Works Director Comments:

Preliminary Plat Review #3 (12/3/21)

1. Pond and parcel dimensions and easements do not match Final Plat and Improvement plans.
2. Provide Benchmark with Datum information.
3. Line Table shows L-2 ~~L3~~-L5. Metes and Bounds description does not include this information. Verify if this information belongs to Unit 1. If so, delete.

Final Plat Review

1. Pond and parcel dimensions and easements do not match preliminary plat.
2. Provide Benchmark with Datum information.
3. Provide closure for Metes and Bounds.
4. El Paso County 9-1-1 District approval is required for the addresses.
5. Verify block number sequence for this subdivision as it increases from Block 1 to Block 27.
6. Line Table shows L2 ~~L3~~-L5. Metes and Bounds description does not include this information. Verify if this information belongs to Unit 1. If so, delete.
7. Change street acronym on Centro Vista.

Town Engineer Comments:

Recommended Conditions for Final Plat Approval:

1. The dates in the Dedication Section indicate 2021, if the plat is recorded after 2021, the dates shall be revised prior to submitting for signatures for recording.

El Paso 9-1-1 District Comments:

The 911 District comments were addressed on the revised plat.

School District Comments:

The Socorro Independent School District has reviewed Horizon Town Center Unit Four. This subdivision will be serviced by 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 has no comments since proposed unit is not abutting TxDOT right of way.

City staff response: A traffic impact analysis for the overall development has been reviewed and approved by TxDOT. A traffic signal at Horizon Crossing Street and Horizon Boulevard is warranted and the City continues to work with TxDOT towards ensuring that the signal gets installed.

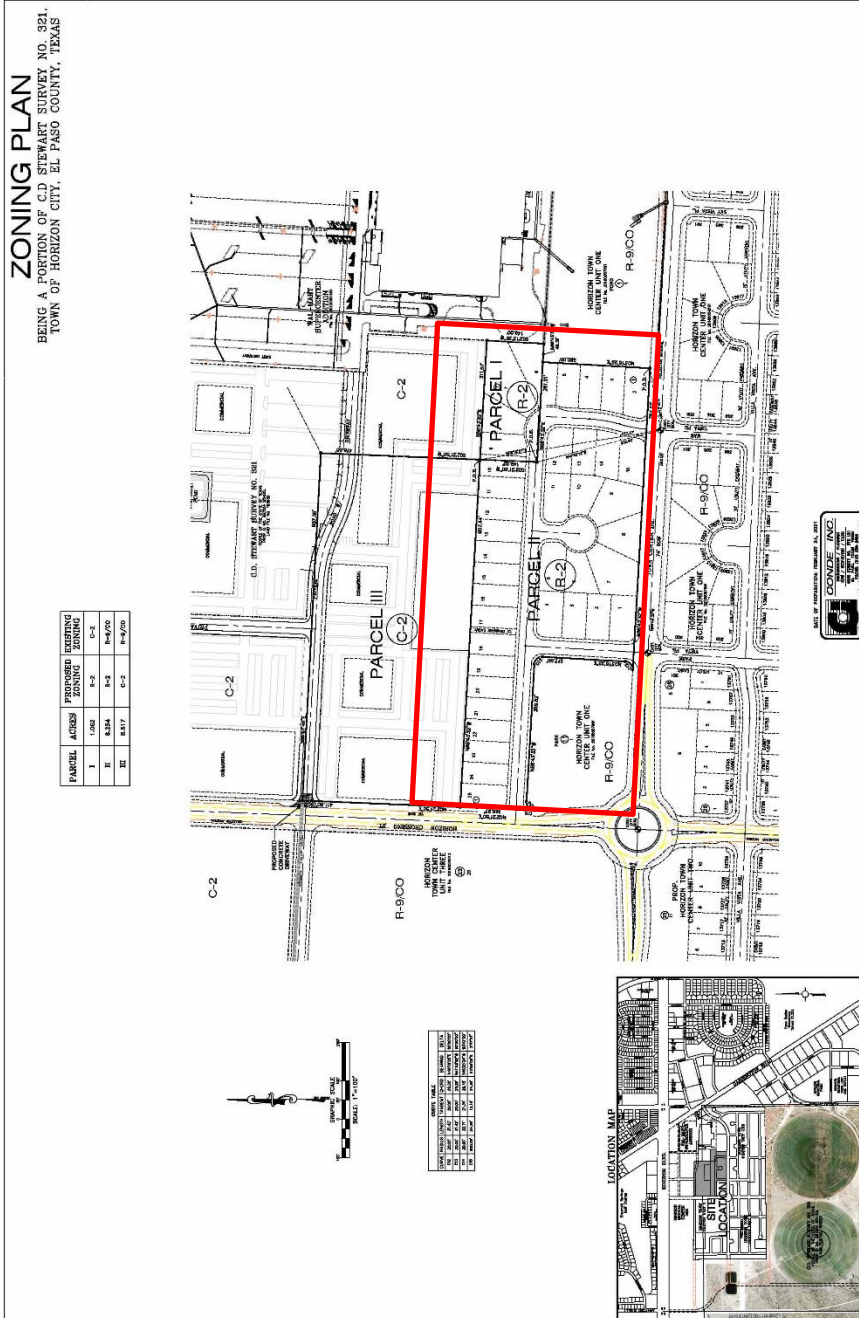
El Paso Central Appraisal District Comments:

The EPCAD approves this development.

Attachments:

- 1 - Zoning Designation**
- 2 - Aerial**
- 3 - Location Map**
- 4 - Applications**
- 5 - Preliminary and Final Plats**

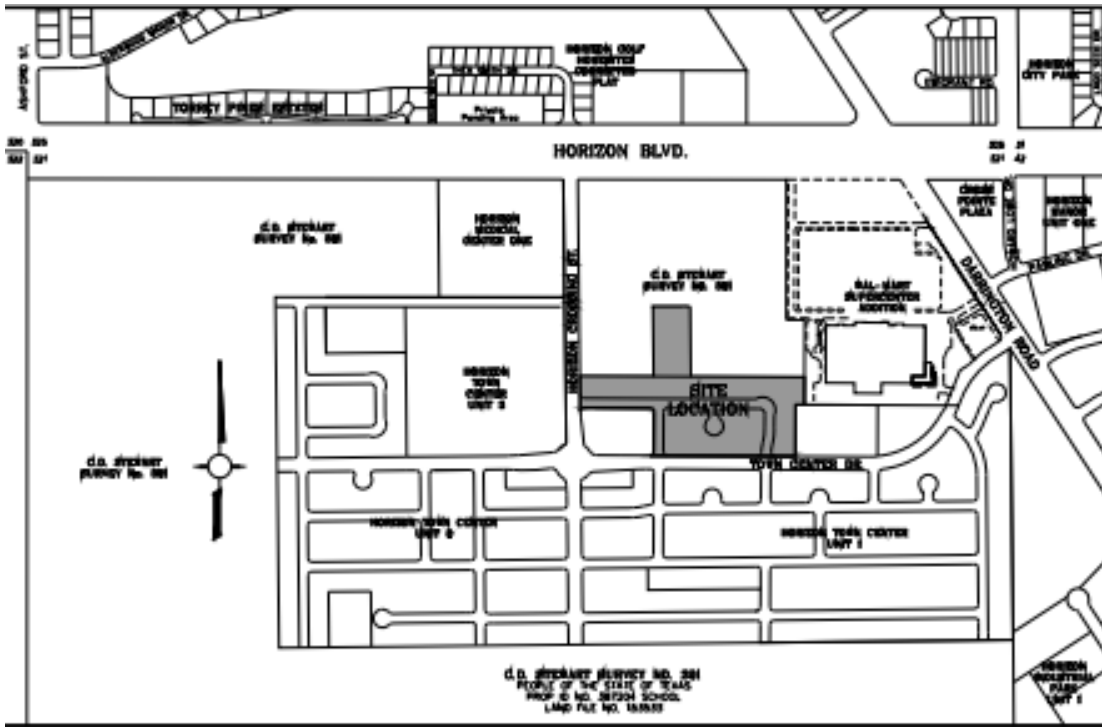
Attachment 1: Zoning Designation



Attachment 2: Aerial



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**

SUBDIVISION PROPOSED NAME: Horizon Town Center Unit Four SUBMITTAL DATE: 11/23/21

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	<u>8.589</u>	<u>39</u>	OFFICE		
DUPLEX			STREET & ALLEY	<u>2.147</u>	<u>1</u>
APARTMENT			PONDING & DRAINAGE		
MOBILE HOME			INSTITUTIONAL		
P.U.D.			OTHER		
PARK (Min 1 acre)					
SCHOOL					
COMMERCIAL			TOTAL NO. SITES		<u>40</u>
INDUSTRIAL			TOTAL (GROSS) ACREAGE	<u>10.736</u>	

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? R-2 PROPOSED ZONING R-2

4. WILL THE RESIDENTIAL SITES, AS PROPOSED, PERMIT DEVELOPMENT IN FULL COMPLIANCE WITH ALL ZONING REQUIREMENTS OF THE EXISTING RESIDENTIAL ZONE(S)? YES NO

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

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

7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES _____

8. ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? YES NO

9. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES NO
 IF ANSWER IS "YES", PLEASE EXPLAIN THE NATURE OF THE MODIFICATION _____

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

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 CC
 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 CC IF YES, PLEASE SUBMIT COPY.

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

15. DEVELOPER Ranchos Real XV, 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 915-592-0283
(NAME & ADDRESS) (EMAIL) (PHONE)

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

18. REP/POINT OF CONTACT Conde, Inc. 6080 Surety Dr., Ste. 100 El Paso, TX 79905 915-592-0283
(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 NA
 Applicant Signature [Signature] EMAIL DOUGLAS@SULDS.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**

SUBDIVISION PROPOSED NAME: Horizon Town Center Unit Four SUBMITTAL DATE: 11/23/21

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	<u>8.589</u>	<u>39</u>	OFFICE		
DUPLEX			STREET & ALLEY	<u>2.147</u>	<u>1</u>
APARTMENT			PONDING & DRAINAGE		
MOBILE HOME			INSTITUTIONAL		
P.U.D.			OTHER		
PARK (Min 1 Acre)					
SCHOOL					
COMMERCIAL			TOTAL NO. SITES		<u>40</u>
INDUSTRIAL			TOTAL (GROSS) ACREAGE	<u>10.736</u>	

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? R-2 PROPOSED ZONING R-2

4. WILL THE RESIDENTIAL SITES, AS PROPOSED, PERMIT DEVELOPMENT IN FULL COMPLIANCE WITH ALL ZONING REQUIREMENTS OF THE EXISTING RESIDENTIAL ZONE(S)? YES NO

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

6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Lots to 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

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 CC
 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 CC IF YES, PLEASE SUBMIT COPY.

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

15. DEVELOPER Ranchos Real XV, 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)

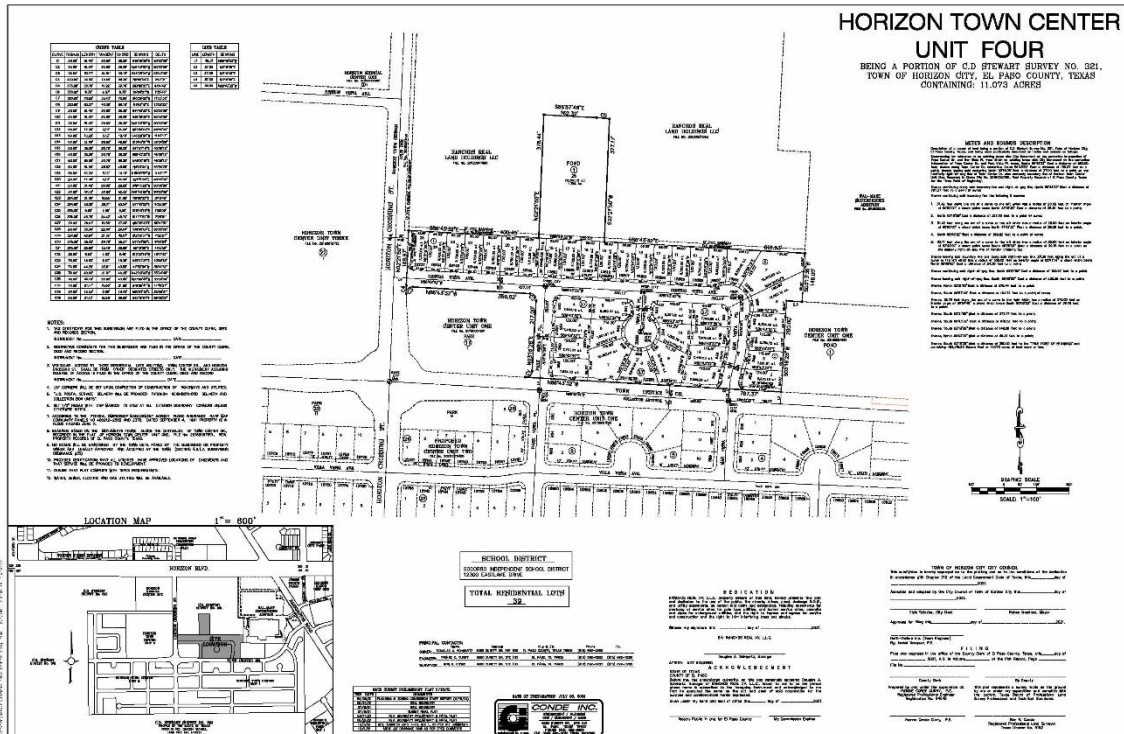
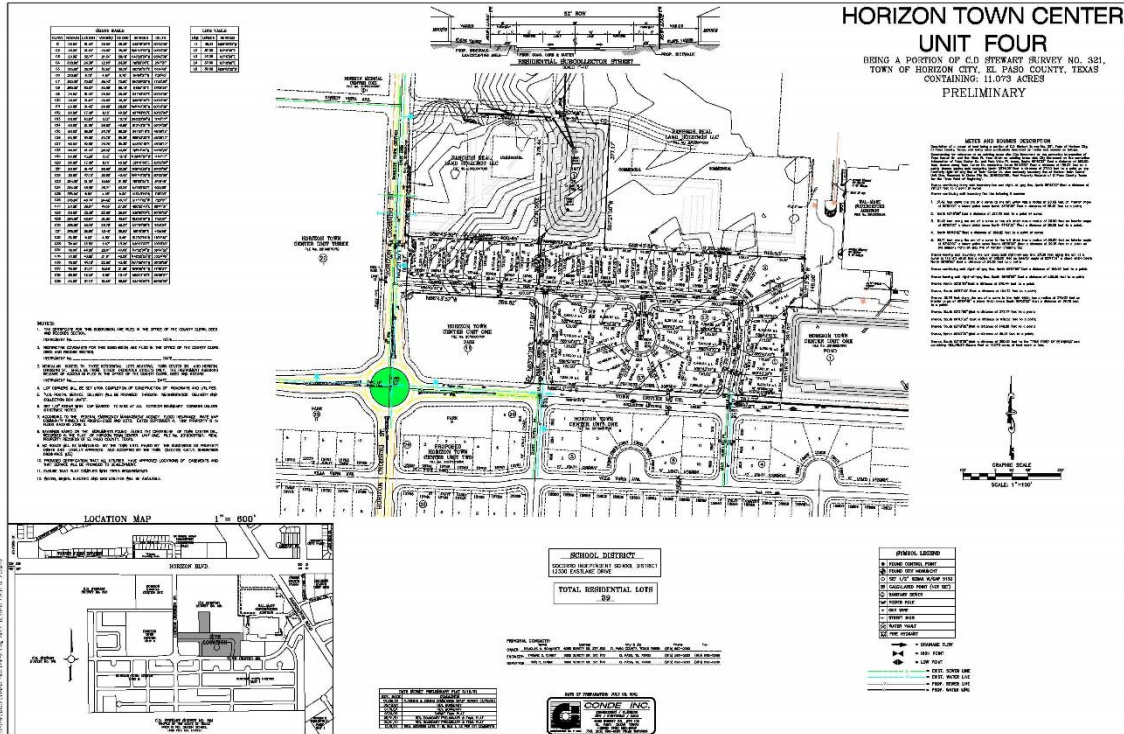
17. APPLICANT Ranchos Real XV, LLC 6080 Surety Dr., Ste. 300 El Paso, Texas 79905 915-592-0290
(NAME & ADDRESS) (EMAIL) (PHONE)

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 CC
 Applicant Signature [Signature] EMAIL cconde@condeinc.com

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

Attachment 5: Preliminary & Final Plat



HORIZON TOWN CENTER

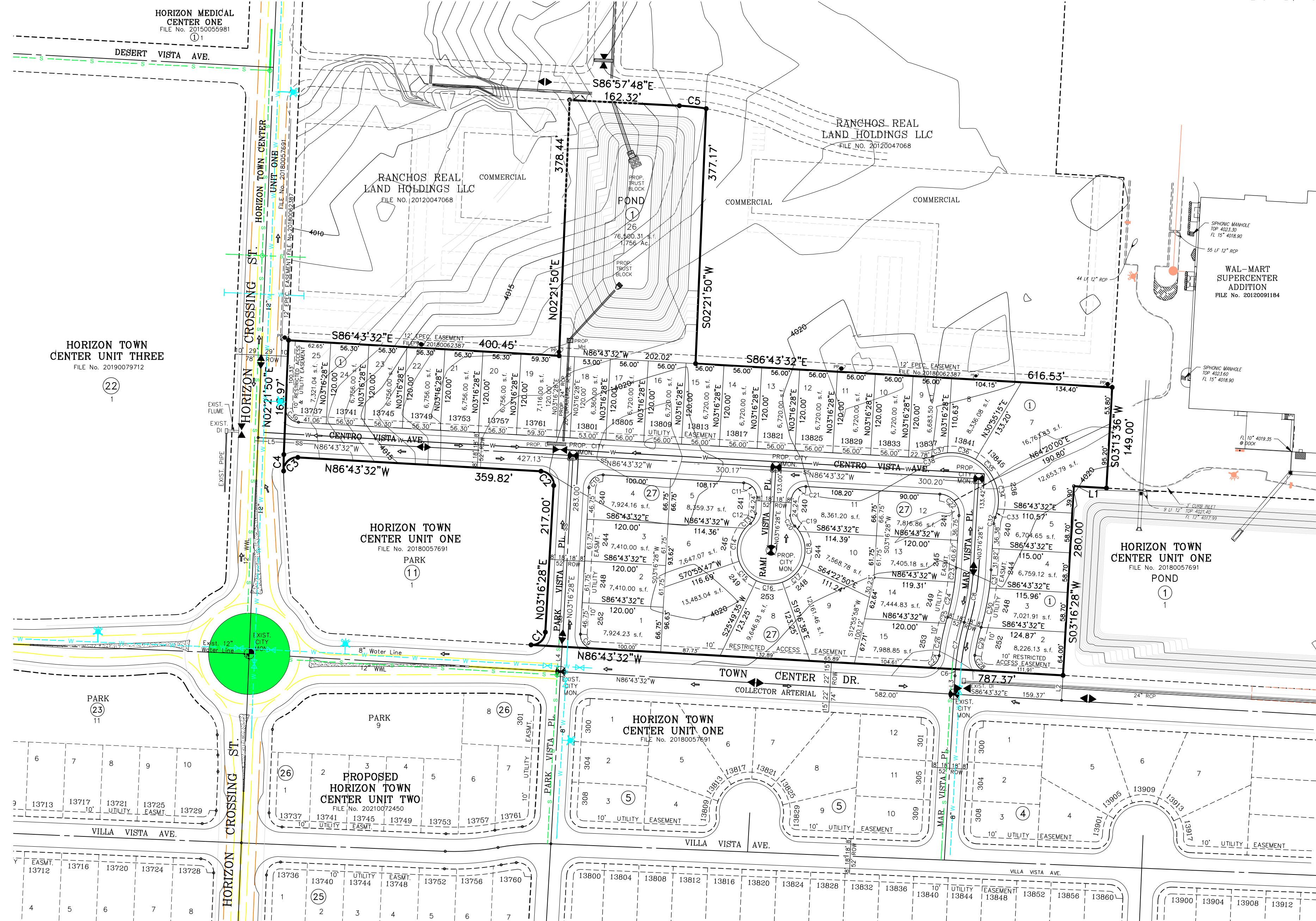
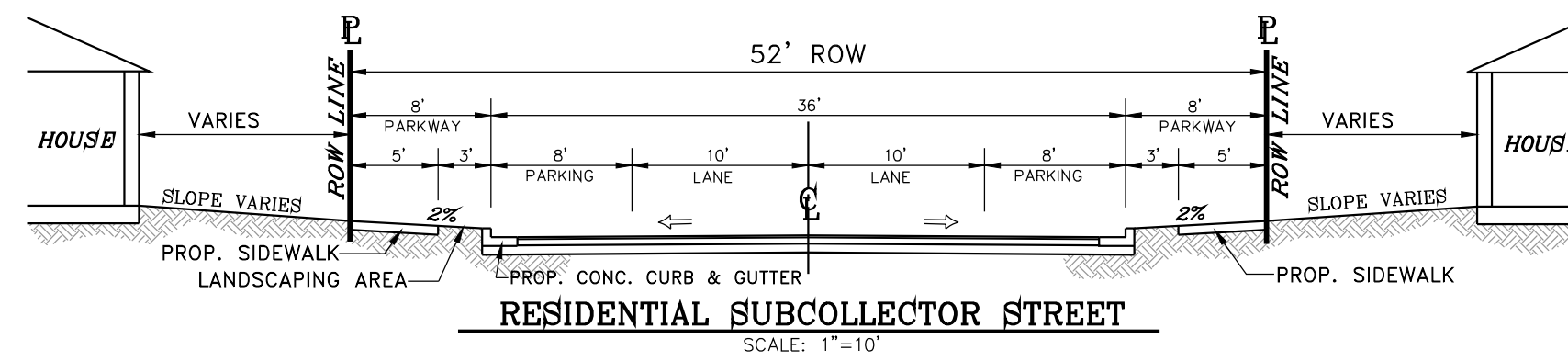
UNIT FOUR

BEING A PORTION OF C.D STEWART SURVEY NO. 321,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS
CONTAINING: 11.073 ACRES

PRELIMINARY

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA	
C1	20.00'	31.42'	20.00'	28.28'	N48°16'28"E	90°00'00"
C2	20.00'	31.42'	20.00'	28.28'	N41°43'32"W	90°00'00"
C3	20.00'	32.71'	21.34'	28.18'	S46°25'24"W	93°42'09"
C4	500.00'	24.36'	12.18'	24.36'	N0°58'05"E	2°47'31"
C5	375.00'	39.79'	19.92'	39.78'	S83°50'23"E	6°34'49"
C6	350.00'	9.75'	4.87'	9.75'	S4°04'21"W	1°35'48"
C7	350.00'	70.62'	35.43'	70.50'	S10°39'52"W	11°33'38"
C8	350.00'	80.37'	40.36'	80.19'	N9°51'10"E	13°09'22"
C9	20.00'	31.42'	20.00'	28.28'	S41°43'32"E	90°00'00"
C10	20.00'	31.42'	20.00'	28.28'	N48°16'28"E	90°00'00"
C11	20.00'	31.42'	20.00'	28.28'	N41°43'32"W	90°00'00"
C12	20.00'	17.08'	9.10'	16.56'	N27°44'00"E	48°55'04"
C13	50.00'	10.20'	5.12'	10.18'	S48°20'54"W	11°41'17"
C14	50.00'	51.99'	28.62'	49.68'	S10°43'01"W	59°54'28"
C15	50.00'	39.36'	20.76'	38.35'	S41°37'19"E	45°06'12"
C16	50.00'	39.36'	20.76'	38.35'	S86°43'32"E	45°06'12"
C17	50.00'	39.36'	20.76'	38.35'	N48°10'16"E	45°06'12"
C18	50.00'	51.99'	28.62'	49.68'	N47°10'24"W	59°54'28"
C19	50.00'	10.20'	5.12'	10.18'	N39°44'57"W	11°41'17"
C20	20.00'	17.08'	9.10'	16.56'	S21°11'03"E	48°55'04"
C21	20.00'	31.42'	20.00'	28.28'	S48°16'28"W	90°00'00"
C22	30.00'	47.12'	30.00'	42.43'	N41°43'32"E	90°00'00"
C23	324.00'	21.09'	10.55'	21.09'	N5°08'22"E	3°43'48"
C24	324.00'	53.30'	26.71'	53.24'	N11°43'03"E	9°25'35"
C25	376.00'	9.30'	4.65'	9.30'	S15°43'19"W	1°25'03"
C26	376.00'	48.76'	24.42'	48.73'	S11°17'52"W	7°25'51"
C27	20.00'	29.91'	18.55'	27.20'	N50°25'43"E	85°41'31"
C28	20.00'	33.38'	22.06'	29.64'	S38°55'43"E	95°36'55"
C29	324.00'	42.64'	21.35'	42.61'	S12°39'37"W	7°32'27"
C30	376.00'	59.43'	29.78'	59.37'	N11°54'09"E	9°32'24"
C31	376.00'	26.90'	13.46'	26.90'	N5°19'28"E	4°05'58"
C32	30.00'	9.53'	4.80'	9.49'	S12°22'19"W	18°11'42"
C33	70.00'	13.30'	6.67'	13.28'	N16°01'31"E	10°53'18"
C34	70.00'	44.29'	22.91'	43.55'	N7°32'34"W	36°14'52"
C35	70.00'	40.82'	21.01'	40.25'	N42°22'23"W	33°24'45"
C36	70.00'	44.18'	22.86'	43.45'	N7°09'41"W	36°09'50"
C37	70.00'	21.17'	10.66'	21.08'	S76°05'41"W	17°19'27"
C38	30.00'	13.53'	6.88'	13.42'	N80°21'13"E	25°50'31"
C39	20.00'	31.10'	19.68'	28.06'	S42°10'51"E	89°05'22"

LINE TABLE	
LINE	BEARING
L1	N86°43'32"W
L2	N37°06'28"E
L3	N37°06'28"E
L4	N37°06'28"E
L5	N86°43'32"W



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 Mar Vista Pl. from which an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Park Vista Pl. bears South 86°43'32" East a distance of 582.00 feet; thence along Town Center Dr. centerline, South 86°43'32" East a distance of 193.37 feet to a point; thence leaving said centerline North 02°16'28" East a distance of 37.00 feet to a point on the northern right-of-way line of Town Center Dr.; also northern boundary line 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 continuing said boundary line and right-of-way line, North 86°43'32" West a distance of 787.37 feet to a point of curve;

Thence continuing said boundary line the following 5 courses:

- 31.42 feet along the arc of a curve to the left which has a radius of 20.00 feet on interior angle of 90°00'00" a chord which bears North 48°16'28" East a distance of 28.28 feet to a point;
- North 03°16'28" East a distance of 217.00 feet to a point of curve;
- 31.42 feet along the arc of a curve to the left which has a radius of 20.00 feet on interior angle of 90°00'00" a chord which bears North 41°43'32" West a distance of 28.28 feet to a point;
- North 86°43'32" West a distance of 359.82 feet to a point of curve;
- 32.71 feet along the arc of a curve to the left which has a radius of 20.00 feet on interior angle of 93°42'09" a chord which bears South 46°25'24" West a distance of 28.18 feet to a point on the easterly right-of-way line of Horizon Crossing St.;

Thence leaving said boundary line and along said right-of-way line, 24.36 feet along the arc of a curve to the left which has a radius of 500.00 feet on interior angle of 02°47'31" a chord which bears North 0°58'05" East a distance of 24.36 feet to a point;

Thence continuing said right-of-way line, North 02°21'50" East a distance of 168.97 feet to a point;

Thence leaving said right-of-way line, South 86°43'32" East a distance of 400.45 feet to a point;

Thence, North 02°21'50" East a distance of 378.44 feet to a point;

Thence, South 86°57'48" East a distance of 162.32 feet to a point of curve;

Thence, 39.79 feet along the arc of a curve to the right which has a radius of 375.00 feet on interior angle of 06°34'49" a chord which bears South 83°50'23" East a distance of 39.78 feet to a point;

Thence, North 02°21'50" West a distance of 377.17 feet to a point;

Thence, South 86°43'32" East a distance of 616.53 feet to a point;

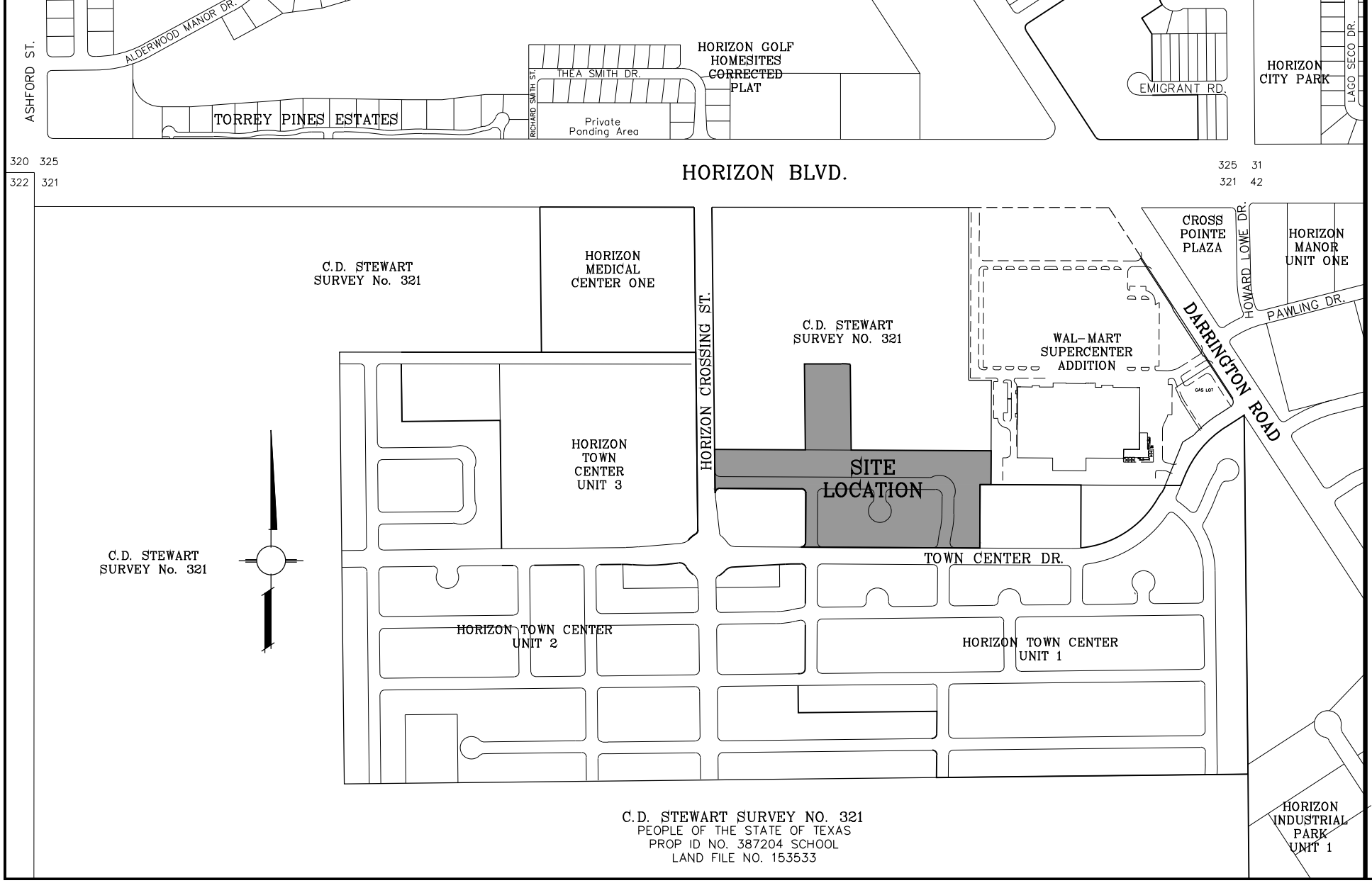
Thence, South 03°13'36" West a distance of 149.00 feet to a point;

Thence, North 86°43'32" West a distance of 48.31 feet to a point;

Thence, South 03°16'28" East a distance of 280.00 feet to the "TRUE POINT OF BEGINNING" and containing 482,318.23 Square Feet or 11.073 acres of land more or less.

- NOTES:**
- TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. _____ DATE _____
 - RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
INSTRUMENT No. _____ DATE _____
 - VEHICULAR ACCESS TO THOSE RESIDENTIAL LOTS ABUTTING TOWN CENTER DR. AND HORIZON CROSSING ST. SHALL BE FROM OTHER DEDICATED STREETS ONLY. THE INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD.
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 THE MONUMENTS FOUND ALONG THE CENTERLINE OF TOWN CENTER DR., RECORDED IN THE PLAT OF HORIZON TOWN CENTER UNIT ONE, FILE NO. 20180057691, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
 - VERTICAL DATUM IS NAVD 88 AS DETERMINED BY GPS OBSERVATIONS AT NGS STATION V 1384 ELEVATION = 3655.47
 - NO ROADS WILL BE MAINTAINED BY THE TOWN UNTIL PAVED BY THE SUBDIVIDER OR PROPERTY OWNER AND LEGALLY APPROVED AND ACCEPTED BY THE TOWN (SECTION 4.9.1.7, SUBDIVISION ORDINANCE #35)
 - PROVIDED CERTIFICATION THAT ALL UTILITIES HAVE APPROVED LOCATIONS OF EASEMENTS AND THAT SERVICE WILL BE PROVIDED TO DEVELOPMENT.
 - ENSURE THAT PLAT COMPLIES WITH TBPLS REQUIREMENTS.
 - WATER, SEWER, ELECTRIC AND GAS UTILITIES WILL BE AVAILABLE.

LOCATION MAP 1" = 600'



SCHOOL DISTRICT
SOCORRO INDEPENDENT SCHOOL DISTRICT
12300 EASTLAKE DRIVE

TOTAL RESIDENTIAL LOTS
39

PRINCIPAL CONTACTS:

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

REV. DATE	COMMENTS
04/28/21	PLANNING & ZONING COMMISSION STAFF REPORT (4/19/21)
06/10/21	REV. BOUNDARY
07/28/21	REV. BOUNDARY
07/29/21	SUBMIT FINAL PLAT
08/11/21	REV. BOUNDARY PRELIMINARY & FINAL PLAT
09/21/21	REV. BOUNDARY PRELIMINARY & FINAL PLAT
12/3/21	REV. ADDRESS LOTS 7-16, BLK 1, AS PER 911 COMMENTS
12/9/21	MOVE 20' DRAINAGE ROW AS PER SPEC COMMENTS
12/16/21	PUBLIC WORKS DEPARTMENT COMMENTS

DATE OF PREPARATION: JULY 08, 2021

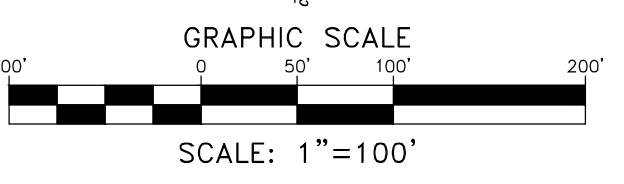
CONDE INC.
ENGINEERING / PLANNING
GPS / SURVEYING / CAD
6080 SURETY DR. STE 100
EL PASO, TEXAS 79905
PHONE: (915) 592-0283
FAX: (915) 592-0286 FIRM# 10078100

SYMBOL LEGEND

- FOUND CONTROL POINT
- ⊕ FOUND CITY MONUMENT
- ⊗ SET 1/2" REBAR W/CAP 5152
- ⊙ CALCULATED POINT (NOT SET)
- ⊕ SANITARY SEWER
- ⊕ POWER POLE
- ⊕ GUY WIRE
- ⊕ STREET SIGN
- ⊕ WATER VAULT
- ⊕ FIRE HYDRANT

→ = DRAINAGE FLOW
 ▲ = HIGH POINT
 ▼ = LOW POINT

—S— = EXIST. SEWER LINE
 —W— = EXIST. WATER LINE
 —SS— = PROP. SEWER LINE
 —W— = PROP. WATER LINE

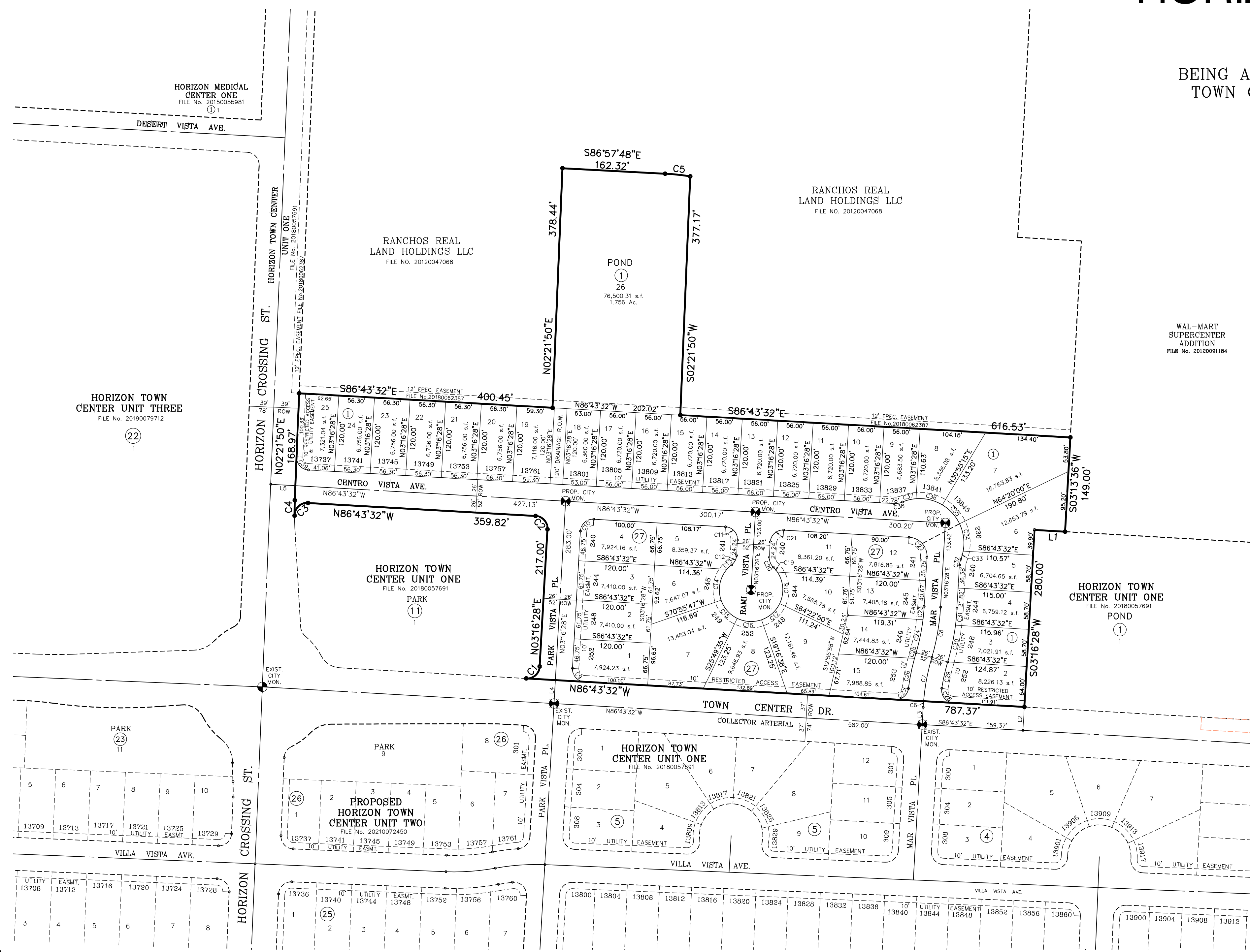


HORIZON TOWN CENTER UNIT FOUR

BEING A PORTION OF C.D STEWART SURVEY NO. 321,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS
CONTAINING: 11.073 ACRES

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	20.00'	31.42'	20.00'	28.28'	N48°16'28"E	90°00'00"
C2	20.00'	31.42'	20.00'	28.28'	N41°43'32"W	90°00'00"
C3	20.00'	32.71'	21.34'	29.18'	S46°25'24"W	93°42'09"
C4	500.00'	24.36'	12.18'	24.36'	N0°58'05"E	2°47'31"
C5	375.00'	39.79'	19.92'	39.78'	S8°35'52"E	6°04'49"
C6	350.00'	9.75'	4.87'	9.75'	S4°04'21"W	1°35'45"
C7	350.00'	70.62'	35.43'	70.50'	S10°39'02"W	11°33'38"
C8	350.00'	80.37'	40.36'	80.19'	N9°51'10"E	13°09'22"
C9	20.00'	31.42'	20.00'	28.28'	S41°43'32"E	90°00'00"
C10	20.00'	31.42'	20.00'	28.28'	N48°16'28"E	90°00'00"
C11	20.00'	31.42'	20.00'	28.28'	N41°43'32"W	90°00'00"
C12	20.00'	17.08'	9.10'	16.56'	N27°44'00"E	48°55'04"
C13	50.00'	10.20'	5.12'	10.18'	S46°25'24"W	11°41'17"
C14	50.00'	51.99'	28.62'	49.68'	S10°43'01"W	59°34'28"
C15	50.00'	39.36'	20.76'	38.30'	S41°37'19"E	45°06'12"
C16	50.00'	39.36'	20.76'	38.30'	S86°43'32"E	45°06'12"
C17	50.00'	39.36'	20.76'	38.30'	N48°10'16"E	45°06'12"
C18	50.00'	51.99'	28.62'	49.68'	N41°00'04"W	59°34'28"
C19	50.00'	10.20'	5.12'	10.18'	N39°47'57"W	11°41'17"
C20	20.00'	17.08'	9.10'	16.56'	S21°11'03"E	48°55'04"
C21	20.00'	31.42'	20.00'	28.28'	S48°16'28"W	90°00'00"
C22	30.00'	47.12'	30.00'	42.43'	N41°43'32"E	90°00'00"
C23	324.00'	21.09'	10.55'	21.09'	N5°08'22"E	3°43'48"
C24	324.00'	53.30'	26.71'	53.24'	N11°43'03"E	9°25'39"
C25	376.00'	9.30'	4.65'	9.30'	S15°43'19"W	1°25'03"
C26	376.00'	48.76'	24.42'	48.73'	S11°17'52"W	7°25'51"
C27	20.00'	29.91'	18.55'	27.20'	N50°25'45"E	80°41'31"
C28	20.00'	33.38'	22.06'	29.64'	S38°55'04"E	95°56'55"
C29	324.00'	42.64'	21.35'	42.61'	S12°39'37"W	7°32'27"
C30	376.00'	59.43'	29.78'	59.37'	N11°54'09"E	93°37'24"
C31	376.00'	26.90'	13.44'	26.90'	N5°19'28"E	4°05'58"
C32	30.00'	9.30'	4.65'	9.49'	S12°22'19"W	1°18'42"
C33	70.00'	15.30'	6.67'	13.28'	N16°01'31"E	10°53'18"
C34	70.00'	44.29'	22.91'	43.55'	N7°32'33"W	36°14'52"
C35	70.00'	40.82'	21.01'	40.25'	N43°22'33"W	33°24'45"
C36	70.00'	44.18'	22.86'	43.45'	N7°09'41"W	36°09'50"
C37	70.00'	21.17'	10.66'	21.08'	S76°05'41"W	17°19'27"
C38	30.00'	13.53'	6.88'	13.42'	N80°21'13"E	25°03'31"
C39	20.00'	31.10'	19.68'	28.06'	S42°10'51"E	89°05'22"

LINE	LENGTH	BEARING
L1	48.31	N86°43'32"W
L2	37.00	N31°16'28"E
L3	27.25	N31°16'28"E
L4	37.00	N31°16'28"E
L5	39.00	N86°43'32"W



METES AND BOUNDARY 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 Mar Vista Pl. from which an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Park Vista Pl. bears South 86°43'32" East a distance of 582.00 feet; thence along Town Center Dr. centerline, South 86°43'32" East a distance of 159.37 feet to a point; thence leaving said centerline North 02°16'28" East a distance of 37.00 feet to a point on the northern right-of-way line of Town Center Dr.; also northern boundary line 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 continuing along said boundary line and right-of-way line, North 86°43'32" West a distance of 787.37 feet to a point of curve;

Thence continuing said boundary line the following 5 courses

- 31.42 feet along the arc of a curve to the left which has a radius of 20.00 feet on interior angle of 90°00'00" a chord which bears North 48°16'28" East a distance of 28.28 feet to a point;
- North 03°16'28" East a distance of 217.00 feet to a point of curve;
- 31.42 feet along the arc of a curve to the left which has a radius of 20.00 feet on interior angle of 90°00'00" a chord which bears North 41°43'32" West a distance of 28.28 feet to a point;
- North 86°43'32" West a distance of 359.82 feet to a point of curve;
- 32.71 feet along the arc of a curve to the left which has a radius of 20.00 feet on interior angle of 93°42'09" a chord which bears South 46°25'24" West a distance of 24.36 feet to a point;

Thence leaving said boundary line and going said right-of-way line, 24.36 feet along the arc of a curve to the left which has a radius of 500.00 feet on interior angle of 02°47'31" a chord which bears North 00°58'05" East a distance of 24.36 feet to a point;

Thence continuing said right-of-way line, North 02°21'50" East a distance of 168.97 feet to a point;

Thence leaving said right-of-way line, South 86°43'32" East a distance of 400.45 feet to a point;

Thence, North 02°21'50" East a distance of 378.44 feet to a point;

Thence, South 86°57'48" East a distance of 162.32 feet to a point of curve;

Thence, 39.79 feet along the arc of a curve to the right which has a radius of 375.00 feet on interior angle of 06°04'49" a chord which bears South 8°35'52" East a distance of 39.78 feet to a point;

Thence, North 02°21'50" West a distance of 377.17 feet to a point;

Thence, South 86°43'32" East a distance of 616.53 feet to a point;

Thence, North 02°21'50" West a distance of 377.17 feet to a point;

Thence, South 86°43'32" East a distance of 616.53 feet to a point;

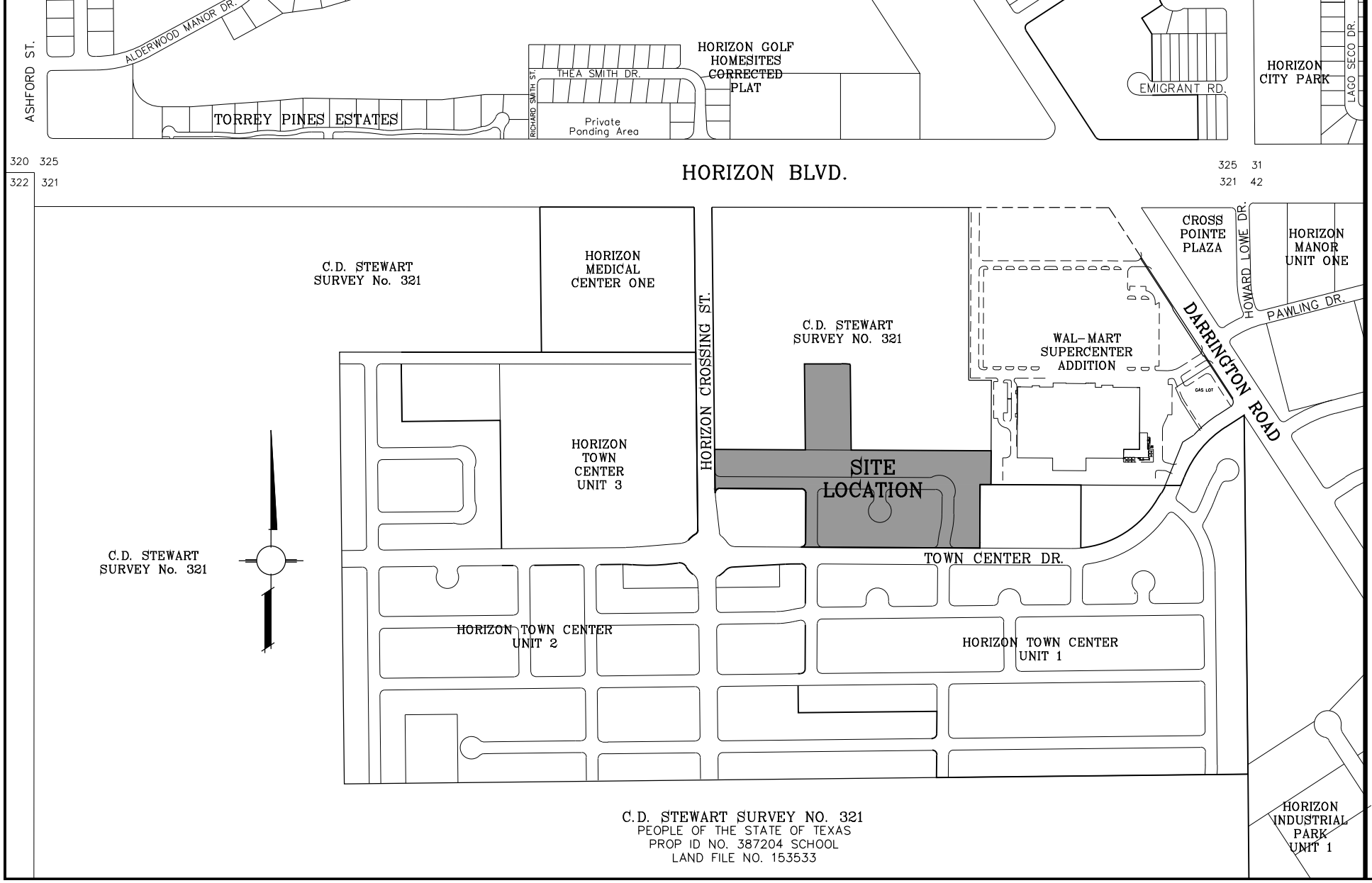
Thence, North 03°13'36" West a distance of 149.00 feet to a point;

Thence, North 86°43'32" West a distance of 48.31 feet to a point;

Thence, South 03°16'28" West a distance of 280.00 feet to the "TRUE POINT OF BEGINNING" and containing 482,318.23 Square Feet or 11.073 acres of land more or less.

- ### NOTES:
- TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT NO. _____ DATE _____
 - RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT NO. _____ DATE _____
 - VEHICULAR ACCESS TO THOSE RESIDENTIAL LOTS ADJACENT TO TOWN CENTER DR. AND HORIZON CROSSING ST. SHALL BE FROM OTHER DEDICATED STREETS ONLY. THE INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND 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. 480212-2508 AND 2378, DATED SEPTEMBER 4, 1991 PROPERTY IS IN FLOOD HAZARD ZONE X.
 - BEARINGS BASED ON THE MONUMENTS FOUND ALONG THE CENTERLINE OF TOWN CENTER DR., RECORDED IN THE PLAT OF HORIZON TOWN CENTER UNIT ONE, FILE NO. 20180057691, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
 - VERTICAL DATUM IS NAVD 88 AS DETERMINED BY GPS OBSERVATIONS AT NGS STATION V 1384 ELEVATION = 3655.47'
 - NO ROADS WILL BE MAINTAINED BY THE TOWN UNTIL PAVED BY THE SUBDIVIDER OR PROPERTY OWNER AND LEGALLY APPROVED AND ACCEPTED BY THE TOWN (SECTION 4.9.1.7, SUBDIVISION ORDINANCE #35)
 - PROVIDED CERTIFICATION THAT ALL UTILITIES HAVE APPROVED LOCATIONS OF EASEMENTS AND THAT SERVICE WILL BE PROVIDED TO DEVELOPMENT.
 - ENSURE THAT PLAT COMPLES WITH TBPLS REQUIREMENTS.
 - WATER, SEWER, ELECTRIC AND GAS UTILITIES WILL BE AVAILABLE.

LOCATION MAP 1" = 600'



SCHOOL DISTRICT
SOCORRO INDEPENDENT SCHOOL DISTRICT
12300 EASTLAKE DRIVE

TOTAL RESIDENTIAL LOTS
39

PRINCIPAL CONTACTS:

OWNER: DOUGLAS A. SCHWARTZ	6080 SURETY DR. STE 300	EL PASO COUNTY, TEXAS 79905	(915) 592-0290	Fax _____
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

DATE OF PREPARATION: JULY 08, 2021

REV.	DATE	COMMENTS
04/25/21	04/25/21	PLANNING & ZONING COMMISSION STAFF REPORT (4/19/21)
09/10/21	09/10/21	REV. BOUNDARY
07/8/21	07/8/21	REV. BOUNDARY
07/8/21	07/8/21	SUBMIT FINAL PLAT
09/11/21	09/11/21	REV. BOUNDARY PRELIMINARY & FINAL PLAT
09/21/21	09/21/21	REV. BOUNDARY PRELIMINARY & FINAL PLAT
12/31/21	12/31/21	REV. ADDRESS LOTS 7-18, BLK 1, AS PER 911 COMMENTS
12/9/21	12/9/21	MOVE 20' DRAINAGE ROW AS PER ERFC COMMENTS
12/16/21	12/16/21	PUBLIC WORKS DEPARTMENT COMMENTS

CONDE INC.
ENGINEERING & PLANNING
CIVIL / SURVEYING / CAD
6080 SURETY DR. STE 100
EL PASO, TEXAS 79905
PHONE: (915) 592-0283
FAX: (915) 592-0286 FIRM# 10078100

DEDICATION

RANCHOS REAL XV, L.L.C., property owners of this land, hereby presents this plat and dedicates to the use of the public, the streets, drives, pond, drainage R.O.W. and utility easements, as hereon laid down and designated, including easements for overhead of service wires for pole top 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 _____, 2022.

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

Douglas A. Schwartz, Manager

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared Douglas A. Schwartz, Manager of RANCHOS REAL XV, L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purpose and considerations herein expressed.

Given under my hand and seal of office this _____ day of _____, 2022.

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

TOWN OF HORIZON CITY CITY COUNCIL

This subdivision is hereby approved as to the platting and as to the conditions of the dedication in accordance with Chapter 212 of the Local Government Code of Texas, this _____ day of _____, 2022.

Accepted and adopted by the City Council of Town of Horizon City this _____ day of _____, 2022.

Elvio Schuller, City Clerk
Ruben Mendoza, Mayor

Approved for filing this _____ day of _____, 2022.

Huitt-Zollars Inc. (Town Engineer)
By: Isabel Vasquez, P.E.

FILING

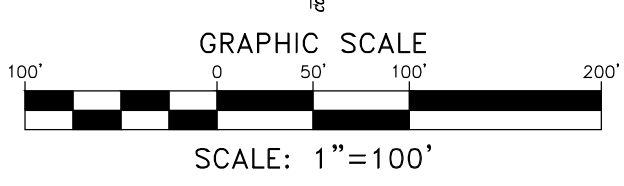
Filed and recorded in the office of the County Clerk of El Paso County, Texas, this _____ day of _____, 2022, A.D. in Volume _____ of the Plat Record, Page _____

File No. _____

County Clerk
By Deputy
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.

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





MEMORANDUM



TO: Mayor Mendoza and City Council Members

FROM: Chief Michael McConnell

DATE: January 6, 2022

RE: Police Department Re-Recognition Agreement

Background

In June 2018, the police department became a recognized agency with the Texas Police Chiefs Association Foundation. This program ensures our agency adheres to best practice policies and procedures. Each year, our agency is audited to ensure continued compliance. Every four years, agencies receive an on-site inspection and audit. This year marks four years, and we must now apply for re-recognition.

Recommendation

I request City Council approve the re-recognition agreement with the Texas Police Chiefs Association Foundation. The cost this year is \$1,200 and is budgeted.



TEXAS POLICE CHIEFS ASSOCIATION FOUNDATION

a 501(c)(3) organization

P.O. Box 1030
Elgin, Texas 78621

Phone: 512-281-5400 • 1-877-7 POLICE • Fax: 512-281-2240

E-Mail: info@tpcaf.org • Web Page: www.tpcaf.org

Chief James McLaughlin, Jr. (Ret.)

GENERAL COUNSEL -
EXECUTIVE DIRECTOR

CHAIR:

CHIEF BARBARA CHILDRESS (RET.)

VICE-CHAIR:

CHIEF REX HOSKINS (RET.)

SECRETARY:

CHIEF GARY D. JOHNSON (RET.)

TREASURER:

CHIEF YOST ZAKHARY (RET.)

BOARD MEMBERS:

CHIEF JOHN R. CHANCELLOR

CHIEF G.M. COX (RET.)

CHIEF GENE ELLIS

CITY MANAGER BRIAN FRIEDA

CHIEF MICHAEL R. GENTRY (RET.)

CITY MANAGER MARK R. HAFNER

CHIEF TODD HUNTER

CHIEF JIMMY PERDUE

CHIEF SCOTT RUBIN

HAL SARGENT

Brinkley Sargent Wiginton Architects
Dallas, Texas

CHAPLAIN BETH STANDRIDGE

CHIEF STAN STANDRIDGE

CHIEF JOHN M. YOUNG, JR. (RET.)

January 5, 2022

167

Chief Michael McConnell
Horizon City Police Department
14999 Darrington
Horizon City, TX 79928

Dear Chief McConnell:

Please find enclosed a contract for the Texas Police Chiefs Association Foundation Recognition Program. Please sign as the Chief of your department and obtain the appropriate signature of either your mayor or city manager as well. Return the original to us and retain a copy for your records. Your agency's annual fee is based on the number of full-time, commissioned personnel.

We appreciate your involvement in the Recognition Program and your dedication to improving the professionalism of law enforcement in Texas. If you have any questions, please contact Chief Max Westbrook, Jr. (Ret.), TPCAF Recognition Program Coordinator at (512) 751-2213.

Sincerely,

James McLaughlin, Jr.

Enclosure

RESOLUTION

WHEREAS, in June 2018, the Horizon City Police Department became a recognized agency by the Texas Police Chiefs Association Foundation; and

WHEREAS, the Texas Police Chiefs Association Foundation has a recognition program that ensures police departments adhere to best practice policies and procedures; and

WHEREAS, each year, the Horizon City Police Department has been audited to ensure continued compliance, and

WHEREAS, every four years, the Horizon City Police Department has had an on-site inspection and audit as a recognized agency; and

WHEREAS, it is recommended that the Town of Horizon City, on behalf of its Police Department, execute a Re-Recognition Agreement so that there is no lapse in the recognized status of the Horizon Police Department,

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

That the Mayor be authorized to sign a Re-Recognition Agreement between The Town of Horizon City, on behalf of its Horizon City Police Department, and the Texas Police Chiefs Association Foundation.

PASSED AND ADOPTED this _____ day of _____, 2022.

THE TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Theresa Cullen Cordova
Assistant City Attorney

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

Texas Police Chiefs Association Foundation

RE-RECOGNITION AGREEMENT

This Agreement is entered into between The Town of Horizon City, on behalf of its Horizon City Police Department, a duly constituted Texas Law Enforcement Agency (hereafter referred to as the "Applicant") and the Texas Police Chiefs Association Foundation (hereafter referred to as "TPCAF").

WITNESSETH

The Applicant and TPCAF, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid TPCAF by the Applicant herein specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein. Therefore, each party covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT:

1.1 The purpose of this Agreement is to establish the relationships between, and set the responsibilities of, the parties to this Agreement (a) by assessing the Applicant's compliance with the "Best Practices" established by TPCAF in order for TPCAF to determine if the Applicant is eligible for Recognition Status; and (b) by maintaining compliance with those "Best Practices" by which they were recognized until the agency obtains recognized status again.

1.2 Unless specifically stated otherwise, all terms and conditions stated in this Agreement apply to initial recognition and any subsequent recognition. The Applicant is responsible for complying with all terms and conditions of this Agreement during the recognition process.

2. DEFINITIONS:

The following definitions apply to terms used in this Agreement:

2.1 Recognition Committee: A committee appointed and empowered by TPCAF to develop, revise and interpret recognition "Best Practices" standards, as well as grant or deny recognition to Applicants.

2.2 Recognized Status: Certification from TPCAF that the Applicant is in compliance with all applicable "Best Practices."

2.3 Assessors: Individuals appointed by Recognition Committee, who will assist the Applicant in the Recognition process and review the Applicant's compliance with all "Best Practices," observe the Applicant's operations, and report their findings to the Recognition Committee.

2.4 "Best Practices": A list and description of Texas law enforcement practices and or policies that TPCAF determined to represent "Best Practices" for agencies to comply with.

3. APPLICANT RESPONSIBILITIES:

The Applicant agrees to:

3.1 Provide all information, using its best and honest judgment in good faith, requested by TPCAF;

3.2 Provide all documents, files, records, and other data as required by TPCAF so far as the same may be provided in accordance with laws, regulations and ordinances of the State of Texas and of Applicant; Applicant's agreement in this section 3.2 to provide such documents, files, records, and other data and Applicant's agreement in section 3.1 to provide such information is not an agreement to provide any information that would be confidential under the Texas Public Information Act or protectable under the Texas Public Information Act without full compliance with the terms of the Texas Public Information Act;

3.3 Conduct a self-assessment as to the degree of compliance with "Best Practices" that pertain to Applicant functions and provide full and accurate results thereof to TPCAF;

3.4 Provide one or more persons to assist TPCAF's representatives, hereafter referred to as the "Assessors", in making the necessary inquiries and assessments of Applicant information relative to compliance with the "Best Practices," provide access to files and records, and provide necessary facilities that are requested by the Assessors; and

3.5 Respond to all recognition-related communications from TPCAF within ten (10) business days from receipt thereof.

3.6 The head of the law enforcement agency covered by this Agreement must be an active member in good standing of the Texas Police Chiefs Association at the time of application and maintain that membership for the duration of the Agreement.

4. TPCAF'S RESPONSIBILITIES:

TPCAF agrees to:

4.1 Provide necessary documentation, forms and instructions regarding the recognition process;

4.2 Provide Assessors for the purpose of conducting an on-site assessment as to the Applicant's compliance with applicable "Best Practices" and provide an Assessor to assist the Applicant with the recognition process;

4.3 Promptly analyze all compliance data and advise the Applicant of (a) any need for additional information, and (b) the results of the on-site assessment;

4.4 Assess all compliance data against the “Best Practices” and certify the Applicant as Recognized if the applicable “Best Practices” are met and compliance is accepted by the Recognition Committee;

4.5 If the Applicant is recognized, provide suitable indicators of recognition as determined by TPCAF.

4.6 Following a review of compliance with the applicable “Best Practices,” if the Applicant is not recognized by TPCAF at the time of review, the Applicant will be notified with the reasons for such determination within thirty (30) days.

5. TIME PERIOD COVERED BY THIS AGREEMENT:

5.1 This Agreement shall take effect when the Agreement is properly executed by the Applicant and TPCAF’s authorized representative sign the Agreement.

5.2 The terms and covenants of this Agreement shall terminate in the following circumstances:

- (a) Failure to achieve recognition within twenty-four (24) months of TPCAF’s acceptance of this Agreement except as provided in Section 5.3; or
- (b) Upon written notice by the Applicant that the Applicant intends to withdraw from the recognition process; or
- (c) Upon termination pursuant to Section 6.2 hereof; or
- (d) Upon notification pursuant to Section 15, that the Applicant cannot maintain compliance with applicable “Best Practices” set forth by TPCAF; or
- (e) Upon failure of the Applicant to pay all fees and costs required by this Agreement relating to the Applicant’s recognition within the time mandated, except that the Agreement may be extended pursuant to Section 5.3; or
- (f) Expiration or revocation of the Applicant’s Recognized Status.

5.3 The Applicant may submit a written request to TPCAF to extend this Agreement in order to comply with the applicable “Best Practices” for recognition. The Recognition Committee, in its discretion, may grant an extension.

5.4 The initial Recognition period shall be for forty-eight (48) months from the date the Applicant is approved for Recognition.

5.5 Re-recognition: The Applicant must execute a Re-recognition Agreement at least twelve (12) months prior to the expiration of their Recognized Status. The terms and conditions of re-recognition shall be as agreed upon in the Re-recognition Agreement. Failure to timely execute a Re-recognition Agreement with TPCAF may result in the lapse of the Applicant's Recognized Status.

6. MODIFICATIONS:

6.1 Applicant shall not make any modifications to this Agreement except in writing, signed and agreed to by both parties, and executed with the same formalities as this document.

6.2 The Applicant recognizes and acknowledges that it may be necessary for TPCAF to make reasonable modifications and amendments to the Agreement and other related documents, including but not limited to the recognition "Best Practices" and procedures thereto. Applicant shall be notified of such modifications and/or amendments in writing. In the event the Applicant refuses or is unable to comply with any modifications or amendments, TPCAF reserves the right to terminate this Agreement after due consideration thereof by giving written notice as required by Section 17. Applicant will be given reasonable opportunity to justify Applicant's inability to adopt any or all modifications or amendments prior to TPCAF terminating this agreement.

6.3 Applicant must utilize the most current edition of the TPCAF "Best Practices" Manual at the time of signing this Agreement.

7. TIME AND MANNER OF PAYMENT:

7.1 The Applicant must remit the first year's fee, as shown in 7.1(a), within thirty (30) days of being notified in writing of the acceptance by TPCAF of the Agreement. Annual fees are due on the anniversary date of the Agreement. The amount due is based on the number of sworn personnel in the Applicant's agency. These fees may be changed by TPCAF after written notification to all Applicants, Recognized and Re-Recognized agencies. This fee is not refundable. Applicant understands and agrees that payment of any fee or expenses does not insure in any way or manner that Applicant will become or remain a Recognized agency.

7.1(a) Annual Fee Schedule:

Number of Sworn Personnel:

1-10	\$ 350.00
11-25	\$ 500.00
26-50	\$1,200.00
51-100	\$1,600.00
101-200	\$2,000.00
201 or more	\$2,400.00

7.2 Applicant agrees to pay for reasonable costs incurred by TPCAF for on-site assessment. This includes travel, lodging, meals and any other necessary incidentals to the on-site assessment.

8. NEWS RELEASES:

8.1 TPCAF shall have the right to identify the Applicant in a news release and any publicity program that TPCAF deems appropriate after the Applicant's on-site review has been completed and the Applicant has obtained Recognized status.

8.2 The Applicant shall provide TPCAF with a copy of all its news releases or publicity material concerning its recognition activities.

9. TPCAF AS AN INDEPENDENT CONTRACTOR:

In all matters pertaining to this Agreement, TPCAF shall be acting as an independent contractor and neither TPCAF nor any officer, employee or agent of TPCAF will be deemed an employee of the Applicant. The selection and designation of the personnel of TPCAF, as it relates to performance of its responsibilities under this Agreement, shall be made by TPCAF.

10. INDEMNIFICATION:

To the extent allowed by Texas law, the Applicant shall indemnify and hold harmless TPCAF, its officers, Evaluators, Assessors, Facilitators, employees, volunteers and agents from any and all liability, loss or damage, including costs of defense and reasonable attorney's fees, which may be suffered or incurred as a result of claims, demands, suits or actions arising out of or relating to the performance of either party under this Agreement or by the adoption or use by Applicant of "Best Practices." This indemnification shall not apply to any claims based on TPCAF's intentional wrongdoing or gross negligence in its performance under this Agreement.

11. INTEGRATION:

This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto.

12. SEVERABILITY:

If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

13. WARRANTY NOT INTENDED OR IMPLIED:

It is understood that TPCAF's award of recognition does not constitute a warranty, expressed or implied, of total or continued compliance by the Applicant with all applicable "Best Practices" and further, that it is not a substitute for the Applicant's ongoing and in depth monitoring and evaluation of its activities and quality of its services.

14. APPLICABLE LAW:

This agreement shall be governed and construed in accordance with the laws of the State of Texas.

15. MAINTAINING THE APPLICANT'S RECOGNIZED STATUS:

15.1 If the Applicant is awarded Recognized Status by TPCAF, the Applicant agrees to remain in compliance with those "Best Practices" under which recognition is awarded. After an award of recognition, the Applicant agrees to (a) file an annual report that certifies its continuing compliance on a form approved by TPCAF and (b) promptly notify TPCAF when it cannot or chooses not to maintain compliance with "Best Practices" under which it was recognized.

15.2 If TPCAF has determined that reasonable grounds exist to believe that an agency is not in compliance with the applicable "Best Practices" under which recognition was awarded, TPCAF may require an on-site review (full or partial) at any time during the Applicant's recognition period at the Applicant's expense. TPCAF may revoke recognized status if the review indicates that the Applicant is not in compliance with the "Best Practices" under which it was recognized or may take such other action as TPCAF deems appropriate.

15.3 If an Agency does not apply for Re-Recognition or a Recognized or Re-Recognized Agency notifies TPCAF in writing that they no longer will participate in "Best Practices" or Agreement is terminated under 6.2 or Recognized Status is revoked under 15.2 or the Agency has not paid the required fees in a timely manner the Agency shall remove all signs, symbols, designations or any other indicia of being a Recognized or Re-Recognized agency within thirty (30) days of the end of the Recognized or Re-Recognized Status period or when notified in writing of status being revoked or terminated.

16. WAIVER:

Any waiver by TPCAF of any breach of this Agreement by the Applicant shall relate only to that particular breach and shall not amount to a general waiver.

17. NOTICE:

Any notice between the parties shall be in writing to the addresses as specified in this Agreement or to such other address as either party may specify in writing in accordance with this section. Notice, with respect to the terms and conditions of this Agreement, to be effective, shall be by registered, certified or express mail.

18. HEADINGS:

The headings of this Agreement shall not be deemed part of it and shall not in any way affect its construction.

19. CONSENT TO BE BOUND:

19.1 The Applicant has read and agrees to and accepts the conditions set forth by TPCAF and its recognition process.

19.2 This Agreement has been approved by all necessary Applicant action and the persons signing on behalf of the Applicant certifies they are duly authorized to sign and bind the Applicant to all terms and conditions. The Head of the Agency making application and the Official Head of the governmental entity responsible for the Agency must sign the Application.

IN WITNESS WHEREOF, the Applicant has caused this Agreement to be executed on the _____ day of _____, 20__.

ON BEHALF OF THE GOVERNMENTAL ENTITY:

Signature

Name (typed/printed)

Title

ON BEHALF OF THE AGENCY

Signature

Name (typed/printed)

Title

Name of Agency

Address

City, State, Zip

On Behalf of TPCAF:

DATE: _____

BY: _____

James McLaughlin, Jr.
TPCAF General Counsel and Executive Director
Texas Police Chiefs Association Foundation
P.O. Box 1030
Elgin, Texas 78621