



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
SPECIAL CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Wednesday, September 10, 2025, 6:00 PM**

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas will be held on **Wednesday, September 10, 2025 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:

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

CONSENT AGENDA

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

- 3. Approval of Minutes from:** **5**
8/26/25 Special City Council Meeting.
- 4. Request to Excuse Absent Council Members:**
- 5. Approval of Consent Agenda Items:**

REGULAR AGENDA

- 6. PUBLIC HEARING:**
Mayor/CIP Manager
On a Resolution adopting the updated Capital Improvement Program for FY 2026 - FY 2028. **7**
- 7. Discussion and Action:** **7**
Mayor/CIP Manager
On a Resolution adopting the updated Capital Improvement Program for FY 2026 - FY 2028.
- 8. Discussion and Action:** **26**
Mayor/CIP Manager
On the approval of Change Order No. 9 to Dantex General Contractors for an amount of \$10,726.08 for roof supports for the addition of antenna equipment on the roof on the Municipal Facilities Phase 1 Project (Solicitation 23-101).
- 9. Discussion and Action:** **42**
Mayor/CIP Manager
On the approval of Change Order No. 10 to Dantex General Contractors for a deduction of \$13,181.20 for the deletion of 2 manholes originally included in the sanitary sewer design on the Municipal Facilities Phase 1 Project (Solicitation 23-101).
- 10. Discussion and Action:** **49**
Mayor/Purchasing Agent
On the award of RFP No. 2025-105RFP - Janitorial Services Contract to Klean-it as the best responsive responsible bidder in the amount of \$235,152.00, for the award of a 3 year contract with two (2) options to extend for an additional year from October 1, 2025, through September 31, 2028 and authorize the Mayor or his designee to sign the necessary documents.

11. PUBLIC HEARING:

Mayor/Finance Director

2nd Reading of Ordinance No. _____ An Ordinance of the Town of Horizon City, Texas enacting the municipal budget for 2025-2026 fiscal year; funding municipal purposes; authorizing expenditures; providing for repealer and severability clauses.

12. Discussion and Action:

50

Mayor/Finance Director

2nd Reading of Ordinance No. _____ An Ordinance of the Town of Horizon City, Texas enacting the municipal budget for 2025-2026 fiscal year; funding municipal purposes; authorizing expenditures; providing for repealer and severability clauses.

13. Discussion and Action:

Mayor/Finance Director

On ratifying the property tax increase reflected in the adopted annual budget for Fiscal Year 2025/2026.

14. PUBLIC HEARING:

Mayor/Finance Director

Public Hearing on the Proposed Tax Rate - On the proposed 2025 tax rate of \$0.535368, which is an increase to the total tax revenues from properties on the tax roll in the preceding tax year of \$371,552.00 or 4.20%. Individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

15. PUBLIC HEARING:

Mayor/Finance Director

2nd Reading of Ordinance _____, An Ordinance of the City Council of the Town of Horizon City, Texas, approving the 2025 ad valorem tax rate and levy of assessed valuation of all taxable property within the corporate limits of the city; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.

16. Discussion and Action:

56

Mayor/Finance Director

2nd Reading of Ordinance _____, An Ordinance of the City Council of the Town of Horizon City, Texas, approving the 2025 ad valorem tax rate and levy of assessed valuation of all taxable property within the corporate limits of the city; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.

17. PUBLIC HEARING:

Mayor/Finance Director

2nd Reading of Ordinance No. 0313 Amendment No. 04, An ordinance amending Ordinance No. 0313 of the Town of Horizon City, adopting the municipal budget for the 2024-2025 fiscal year, to allow for the transfer of funds in the amount of \$58,000.00 from the Police Department Budget to the Administration Budget for the purchase of 2 city vehicles; and providing for repealer and severability clauses.

18. Discussion and Action:

60

Mayor/Finance Director

2nd Reading of Ordinance No. 0313 Amendment No. 04, An ordinance amending Ordinance No. 0313 of the Town of Horizon City, adopting the municipal budget for the 2024-2025 fiscal year, to allow for the transfer of funds in the amount of \$58,000.00 from the Police Department Budget to the Administration Budget for the purchase of 2 city vehicles; and providing for repealer and severability clauses.

19. Discussion and Action:

64

Mayor/Finance Director

On an Engagement Letter with SBNG for auditing services for fiscal year 2025.

20. Discussion:

75

Mayor/Finance Director

1st Reading of Ordinance _____, an Ordinance regarding the Town of Horizon City's Texas Municipal Retirement System benefits to increase the City's matching ratio to 6.66%.

21. **Discussion and Action:** 78
 Mayor/Chief Planner
This item was postponed at the 6/10/25, 7/8/25 and 8/12/25 Regular City Council Meetings. On the Final Subdivision Plat application for Rancho Desierto Bello Unit 16 (Case No. SDO25-0001) to reaffirm approval and to allow recording of the plat prior to the completion of all required improvements secured by sufficient bond. The subject property is legally described as a Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 21.481 acres ±. Application submitted by TRE & Associates, LLC.
22. **Discussion and Action:** 81
 Mayor/Chief Planner
This item was postponed at the 6/10/25, 7/8/25 and 8/12/25 Regular City Council Meetings. On a Resolution for Rancho Desierto Bello Unit 16 Subdivision Plat to authorize the issuance of conditional building permits for eleven (11) new residential structures.
23. **Discussion and Action:** 90
 Mayor/Chief Planner
 On the Final Subdivision Plat application for Desert Breeze Unit 3 (Case No. SUC25-0001) to reaffirm approval and to allow recording of the plat prior to the completion of all required improvements secured by sufficient bond. The subject property is legally described as a Portion of Section 32, Block 78, Township 3, Texas and Pacific Railroad Company Surveys, Town of Horizon City, El Paso County, Texas. Containing 13.272 acres ±. Application submitted by Applicant/Representative: H2O Terra.
24. **Discussion and Action:** 107
 Mayor/EDC Executive Director
 That the Mayor of Horizon City be allowed to sign a Resolution authorizing and approving the Service Agreement between the Horizon City Economic Development Corporation and Project Vida, a Texas Non-Profit Corporation, for the provision of on-site business support and event services; for a one-year term commencing October 1, 2025, and ending on September 30, 2026.
25. **Discussion and Action:** 108
 Mayor/EDC Executive Director
 On a request from the Horizon Economic Development Corporation (EDC) that the Horizon City Council approve the expenditure of \$7,500.00 by the EDC to sponsor the Texas Economic Development Council's 2025-2026 Conferences.
26. **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 551.087 (Economic Development).
- A. .
 Deliberation regarding economic development incentives for a private development project involving the construction of a medical office center within the municipal boundaries of the Town of Horizon City.
 551.071 (Consultation with Attorney) and 551.087 (Economic Development).

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Thursday, 9/4/25

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Special 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 three (3) business days preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Thursday, 9/4/25 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

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

**MINUTES
AGENDA
PUBLIC MEETING
SPECIAL CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, August 26, 2025, 6:00 PM**

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, August 26, 2025 at 6:00 PM**, at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

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

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

2. Open Forum:

No one signed up to speak.

CONSENT AGENDA

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

3. Approval of Minutes from:

August 12, 2025 Regular City Council Meeting.

4. Request to Excuse Absent Council Members:

5. Approval of Consent Agenda Items:

A motion was made by Council Member Gardea and seconded by Council Member Mendoza to approve the consent agenda. The CITY CLERK polled the Council: G. ORTEGA – Aye; QUIROZ – Aye; R. ORTEGA – Aye; AVILA – Aye; AMES - Aye; GARDEA – Aye; MENDOZA – Aye. Motion passed.

REGULAR AGENDA

6. PUBLIC HEARING:

Mayor/Finance Director

Public Hearing on Adoption of the Fiscal Year 2025/2026 Budget: For the purpose of allowing the public to question and comment on the proposed Fiscal Year 2025/2026 Budget. Copies of the proposed budget are available for your review at the City Clerk's Office at the Town of Horizon City, 14999 Darrington Road, Horizon City, Texas between the hours of 7:00 am to 6:00 pm Monday through Thursday and are available on the City's website.

Finance Director, Lily Gaytan spoke regarding this item. No one from the public spoke.

7. Discussion and Action:

Mayor/Chief Vargas

This item was tabled at the 8/12/25 Regular City Council Meeting.

On the approval of the FY2026 El Paso County 911 District annual budget.

Police Chief, Marco Vargas and El Paso County 911 District Director, Scott Calderwood spoke regarding this item.

A motion was made by Council Member Ames and seconded by Council Member Mendoza to approve the FY2026 El Paso County 911 District annual budget. The CITY CLERK polled the Council: G. ORTEGA – Aye; QUIROZ – Aye; R. ORTEGA – Aye; AVILA – Aye; AMES - Aye; GARDEA – Aye; MENDOZA – Aye. Motion passed.

8. **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 551.087 (Economic Development).

ADJOURNMENT

A motion was made by Council Member Mendoza and seconded by Council Member Avila to adjourn at 6:18 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Andres Renteria, Mayor



TOWN OF HORIZON CITY MEMORANDUM

Date: September 8, 2025

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager *T. Quezada 9/8/2025*

SUBJECT: On a Resolution adopting the updated Capital Improvement Program for FY 2026 – FY 2028

Per the City Charter, staff is presenting the three-year Capital Improvement Program (CIP) for Council's consideration. The CIP includes projects funded through the 2014 Certificates of Obligation, 2019 Certificates of Obligation (2018 CIP), 2023 Certificates of Obligation (2023 CIP), federal funds distributed through the El Paso Metropolitan Organization (MPO), anticipated TRZ funds, TIRZ funds, ARPA funds, HUD Grant funds, and other potential funding sources that staff intends to pursue.

The CIP includes projects previously approved by the Council and infrastructure needs the City Council and staff have identified.

No significant changes to the project listing have been made. Unfunded projects are included in the listing so staff can pursue funding opportunities as those become available since the projects are recognized as community needs and are part of the Town's approved CIP.

The proposed draft resolution adopting the CIP includes previously approved project definitions and the process the Mayor and staff will follow to reallocate existing 2014, 2019 and 2023 Certificates of Obligation funding if reallocation became necessary.

Notice of the public hearing on September 10, 2025, was published and posted on the City's website.

Staff recommends approval.

RESOLUTION

WHEREAS, the Town of Horizon City (the “City”) is required to hold a public hearing on a proposed three-year Capital Program (the “CIP”) annually in accordance with Section 5.08 of the Town of Horizon City Charter; and

WHEREAS, the proposed 2025-2027 CIP projects include projects funded through the 2014 issuance of certificates of obligation (“2014 C.O.”) and other street and right-of-way improvements, drainage improvements, park improvements and municipal facilities; and

WHEREAS, the City Council on May 9, 2018, approved certain new proposed CIP projects that include park improvements, municipal facilities, and TXDOT project matches that will be funded in future years by additional public finance issuances and other available funding (“2018 CIP”); and

WHEREAS, the City Council on June 11, 2019, approved a new location for City Hall and Municipal Court (“Municipal Facilities Phase 2”) and reaffirmed the location of the Police Department, Public Works Department, and temporary chambers for Council and Municipal Court on N. Darrington Road (“Municipal Facilities Phase 1”); and

WHEREAS, the proposed 2026-2028 CIP Projects include some 2018 CIP projects that were funded through the 2019 issuance of certificates of obligation, which are primarily park improvements and certain planning and design costs relating to proposed Phase I and Phase II municipal facilities and TXDOT project matches that will be funded in future years by additional public finance issuances and other available funding (“2019 C.O.”); and

WHEREAS, the proposed 2026-2028 CIP includes CIP projects that were funded through the 2023 issuance of certificates of obligation which include local matches for federally funded projects, construction costs relating to phase I municipal facilities, ADA improvements and certain planning and design costs relating to regional recreational facilities (“2023 C.O.”) and

WHEREAS, the CIP projects in this Annual 2026-2028 CIP also include specific location projects and categorical projects such as Sign Replacement and ADA Ramp Construction, Miscellaneous Drainage Improvements, and Upgrades to Stormwater Ponds and Rockwall Construction which do not indicate specific locations; and

WHEREAS, the City Council desires to ensure that the 2014 C.O., 2019 C.O., and 2023 C.O. projects listed in this Annual FY 2026-2028 CIP are completed in a timely manner; and

WHEREAS, the City Council desires to reaffirm the procedures to consider modifications to the 2014 C.O., 2019 C.O. and 2023 C.O. project listings during the implementation of the Annual 2026-2028 CIP; and

WHEREAS, the City Council desires to ensure that a 3-year plan in the Annual 2026-2028 CIP includes future projects to be developed as funds become available.

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

1. That the City Council has held a public hearing on a proposed three-year 2025-2027 Capital Improvement Program (CIP) on September 10, 2025, required to be approved annually in accordance with Section 5.08 of the Town of Horizon City Charter. That the City Council adopts the Master Capital Improvement Program for 2026-2028 as proposed in Attachment A, which is attached hereto.
2. That City staff will present 2014 C. O., 2019 C. O., and 2023 C.O. project updates in this Annual 2026-2028 CIP at least twice a year to the City Council.
3. That the projects in the 2014 C.O., 2019 C.O. and 2023 C.O. programs continue to be the highest priority projects for the City.
4. That, in the event a 2014 C.O. project requires additional funding to carry out the project goals and objectives, the Mayor shall recommend to the City Council that it allocate funding to the project from within the 2014 C.O. program.
5. That, in the event, a 2014 C.O. project is deemed unfeasible, the Mayor shall recommend to the City Council that it delete the project from the 2014 C.O. program
6. That, in the event a project is deleted from the 2014 C.O. program, the Mayor shall recommend changes to the project listing in the following order of priority:
 - a. Additional locations to the categorical projects as the first option to utilize the capital funds made available due to the original project's deletion.
 - b. Additional and enhanced scope to other projects in the 2014 C.O. Program as the second option to utilize the capital funds made available due to the original project's deletion.
 - c. That the capital funds made available due to the original project's deletion be used as match for a project eligible for federal or state funding.
 - d. That the capital funds made available due to the original project's deletion be used to begin developing an unfunded street and drainage project listed in Attachment A.
 - e. That the capital funds made available due to the original project's deletion be used to retire debt.
7. That, in the event a project or projects in the 2014 C.O. program result in savings, the Mayor shall recommend to the City Council that the balance within the project be utilized in the same order of priority as would be utilized for a deleted project.
8. That, with regard to the 2019 C.O. projects, the City establishes the following procedures:
 - a. That, in the event a 2019 C.O. project requires additional funding to carry out the project goals and objectives, the Mayor shall recommend to the City Council funding the project from within the 2019 C.O..

- b. That, in the event a 2019 C.O. project is deemed unfeasible, the Mayor shall recommend to the City Council that it delete the project from the 2019 C.O. list and make recommendations to the City Council based on the same criteria as set forth for 2014 C.O. projects in paragraph 7 above.
- 9. That, with regard to the 2023 C.O. projects, the City establishes the following procedures:
 - a. That, in the event a 2023 C.O. project requires additional funding to carry out the project goals and objectives, the Mayor shall recommend to the City Council funding the project from within the 2023 C.O.
 - b. That, in the event a 2023 C.O. project is deemed unfeasible, the Mayor shall recommend to the City Council that it delete the project from the 2023 C.O. list and make recommendations to the City Council based on the same criteria as set forth for 2014 C.O. projects in paragraph 7 above.

PASSED AND ADOPTED this _____ day of September **2025**.

THE TOWN OF HORIZON CITY

Andres Renteria
Mayor

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth
Assistant City Attorney

APPROVED AS TO CONTENT:

Arturo Rubio
Planning Director

Teresa Quezada, Ph.D.
CIP Manager

ATTACHMENT A

MASTER CAPITAL IMPROVEMENT PROGRAM FY 2026 to FY 2028

In accordance with Section 5.08 of the Town of Horizon City Charter, the following three-year capital program is submitted for adoption.

The projects recommended for adoption include street and right-of-way improvements, drainage improvements, parks improvements and municipal facilities. These projects include the 2014 C.O.-funded projects (2014 CO program) transportation projects presented to the City Council in May 2017 and submitted to the Metropolitan Planning Organization and Park Improvements, 2019 C.O.-funded projects for parks and recreation facilities (2018 CIP) and Municipal Facility projects, and the 2023 C.O.-funded projects for Municipal Facilities, grant matches, recreational facilities and ADA improvements. Proposed funding sources include:

Certificates of Obligation (2014 and 2019)	CO
Coordinated Border Infrastructure (federal funds available from MPO)	CBI
Parkland Dedication Fees	Park Fees
Surface Transportation Program (federal funds available from MPO)	STP
Transportation Alternatives Set-Aside (Replaced TAP)	TASA
Tax Increment Reinvestment Zone (adopted December 2020)	
TIRZ #1	
Transportation Reinvestment Zone #2 (adopted December 2014)	TRZ #1
Tax Increment Reinvestment Zone #1	TIRZ
Coronavirus Aid, Relief, and Economic Security Act	CARES
Coronavirus Response and Relief Supplemental Appropriations	CRRSA
American Rescue Plan Act of 2021	ARPA
Carbon Reduction Program (federal funds available from the MPO)	CRP
Congestion Management and Air Quality (federal funds available from the MPO)	CMAQ

Tables continue on following pages.

Town of Horizon City

Capital Planning and Budgeting

Capital Improvement Program and Acquisition Guidelines

CAPITAL IMPROVEMENT PROGRAM

As a growing community, the Town of Horizon City (the “City”) desires to incorporate capital planning and budgeting into its annual processes. Capital planning and budgeting will allow staff to review the infrastructure and facility needs of the community in a comprehensive manner, in accordance with the approved Comprehensive Plan, subdivision ordinance and other policies and agreements as approved by the City Council and plan for orderly implementation. Capital planning and budgeting will also allow the City to review its capital needs in conjunction with its annual budget and estimated revenues to approve a plan that is financially feasible.

Definitions

Capital projects are construction, rehabilitation, or reconstruction projects that extend the useful life of a permanent City asset or change the use of a City asset.

City assets are those buildings or infrastructure facilities that the City owns in fee simple, have been dedicated to the City or that the City leases or otherwise has a contractual interest in.

Eligible costs primarily include professional fees to acquire rights-of-way or property for a municipal facility; appraise real estate, property and permanent improvements; survey real estate or inspect property and permanent improvements; conduct studies resulting in plans for further projects; construction costs; landscaping costs; construction management fees; and costs for furnishings and equipment including technology for municipal facilities.

Policies and Procedures

The City will consider capital projects meeting the above criteria and estimated at \$25,000 or more for inclusion in the capital budget.

Departments may submit the attached capital request and description form attached to present information for candidate projects. Departments should provide as much information as possible in the form including regulatory or contractual requirements associated with the project request. Photographs and aerial depictions of the location may also be attached. Pending issues or questions may also be included in the form for further research as part of the project evaluation process.

The Planning Director will review the project requests, consult with the requesting department, the Town Engineer and other staff to finalize the project request, estimate project costs,

potential funding sources and recommend inclusion into the City's Capital Improvement Program (CIP).

The CIP will be presented to the City Council on an annual basis as part of the budget review and approval process along with a status report on the funded CIP.

CAPITAL ACQUISITION

The City desires to incorporate capital acquisitions budgeting into its annual processes. Capital acquisition budgeting will allow staff to review the City's major equipment needs and budget for them in an orderly manner. The capital acquisition budget will be reviewed by the City Council on an annual basis and adopted as part of the annual budget.

Definitions

Capital acquisitions include office furniture and equipment, vehicles, shop equipment, or other maintenance equipment. Communication and computing systems including hardware and software are also considered capital acquisitions.

Policies and Procedures

The City will consider capital acquisitions meeting the above criteria and having an estimated unit cost of \$2,500 or more.

Departments may submit a request for capital acquisitions indicating the equipment type, unit cost and number of units requested in the format as determined by the Mayor and/or designee. Departments should provide as much information as possible in their request including:

- whether the unit replaces an existing piece of equipment or vehicle;
- age of equipment proposed for replacement;
- useful life of requested equipment; and
- justification for replacement or new equipment.

The Mayor and/or designee will review the capital acquisition requests, consult with the requesting department, and other staff to finalize the request, estimate acquisition costs, potential funding sources and recommend inclusion into the City's Capital Acquisition Budget. The proposed Capital Acquisition Budget CIP will be presented to the City Council on an annual basis as part of the budget review and approval process.

ATTACHMENT B



CAPITAL IMPROVEMENT PLAN - FUNDED AND UNFUNDED PROJECTS

Project Name and Type	Total	FY2026	FY2027	FY2028	Future Years	Funding Source(s)
Drainage Improvements & Land						
N. Darrington Recon.-ROW Acquisition	\$ 5,847	\$ 5,847	\$ -	\$ -	-	ARPA
Carson Drainage Improvement	1,190,308	1,190,308	-	-	-	2014 CO's
Miscellaneous Drainage Improvements	136,040	136,040	-	-	-	2014 CO's
Upgrades to Storm Water Ponds and Rock Wall Constr	76,488	76,488	-	-	-	2014 CO's
Master Drainage Study	-	-	-	-	-	TBD
Drainage Improvements Downstream of Golf Course	-	-	-	-	-	TBD
Opossum Pond - Acquisition	550,000	550,000	-	-	-	
Opossum Pond - Drainage Improvements	-	-	-	-	-	
Total	\$ 1,958,683	\$ 1,958,683	\$ -	\$ -	-	
Economic Development						
Transit Plaza at TOD	2,816,000	-	2,816,000	-	-	TIRZ & other sources
Horizon City Property Portfolio	-	-	-	-	-	ARPA
Total	\$ 2,816,000	\$ -	\$ 2,816,000	\$ -	-	
Non-Capitalized Expenditures Related to a Specific Program						
Capital Improvement Program 2014-2016 General	10,000	10,000	-	-	-	2014 CO's
Capital Improvement Program 2018 General	10,000	10,000	-	-	-	2019 CO's
Total	\$ 20,000	\$ 20,000	\$ -	\$ -	-	
Park Improvements and Land						
New Park	4,266,584	2,383,000	1,883,584	-	-	2019 CO's and 2023 CO's
Benton/Ryderwood Dog Park	782,118	419,618	362,500	-	-	2019 CO's and 2014 CO's
Regional Recreation Facility	2,500,000	500,000	2,000,000	-	-	2023 CO's
Duaneburg to Carroll T. Welch Open Space Path	-	-	-	-	-	TBD
West Eastlake Estates Park Improvements	-	-	-	-	-	TBD
Park Upgrades - New Standards	-	-	-	-	-	TBD
Total	\$ 7,548,702	\$ 3,302,618	\$ 4,246,084	\$ -	-	
Street Infrastructure						
ADA Implementation - FY 2023 COs	2,500,000	300,000	1,100,000	1,100,000	-	2023 COs
2023-2024 Street Maintenance Program	1,625,190	1,625,190	-	-	-	Street Maintenance Fund
Pavement Management Information System	69,689	-	69,689	-	-	2014 CO's
Horizon Blvd Path Improvements	365,000	-	65,000	300,000	-	2019 CO's
Ensor Welch Path Improvements	250,000	50,000	200,000	-	-	2019 CO's
North Darrington Reconstruction	13,619,176	2,485,400	5,332,708	5,801,068	-	2014 CO's, STP, CRRSA



CAPITAL IMPROVEMENT PLAN - FUNDED AND UNFUNDED PROJECTS

Project Name and Type	Total	FY2026	FY2027	FY2028	Future Years	Funding Source(s)
FY23 COs - Matches for Federal Projects	1,641,039	821,020	820,019	-	-	2023 CO's
Street & Drainage Improvements - FY23 COs	950,000	200,000	750,000	-	-	2023 COs
N. Darrington Reconstruction - FY 2023 COs	2,000,000	1,000,000	1,000,000	-	-	2023 COs
						HUD - Community Project
Howard Lowe Project	16,782	16,782	-	-	-	Funding
S. Darrington Rd. Repaving	7,011,000	-	7,011,000	-	-	TBD
N. Kenazo Ave. Reconstruction	21,430,000	-	-	-	21,430,000	TBD
S. Kenazo Ave. Reconstruction	9,530,000	-	-	-	9,530,000	TBD
Kenazo Dr. Extension	8,265,300	-	-	-	8,265,300	TBD
Alborton Ave./Antwerp Rd. Construction	23,837,900	-	-	-	23,837,900	TBD
Dilley and Delake Drives	7,656,000	-	7,656,000	-	-	TIRZ & other sources
School Zone Upgrades	-	-	-	-	-	TBD
Darrington Illumination	-	-	-	-	-	TBD
Rifton Illumination	-	-	-	-	-	TBD
S. Kenazo Illumination	-	-	-	-	-	TBD
Sidewalk Construction on Arterials & Collectors	-	-	-	-	-	TBD
New Traffic Signals/Roundabouts	-	-	-	-	-	TBD
McMahon Street Improvements	-	-	-	-	-	TBD
Texas Rainbow Extension to N. Kenazo	-	-	-	-	-	TBD
Duanesburg Street Improvements (from Horizon Blvd. to S. Kenazo)	-	-	-	-	-	TBD
Horizon Blvd. Median Improvements between Ashford and Rifton Ct.	-	-	-	-	-	TBD
Horizon Boulevard - Intersection Improvements at Horizon Crossing	-	-	-	-	-	TBD
Update and Expand Hike and Bike Trails	-	-	-	-	-	TBD
ADA Transition Plan - Implementation	-	-	-	-	-	2014 CO's and 2023 CO's
Howard Lowe Rd. ROW Improvements	3,083,000	-	3,083,000	-	-	TBD
Rodman Street Improvements	-	-	-	-	-	TBD
Rodman Street Shared-use Path	427,217	427,217	-	-	-	
Dilley, Delake, and Horizon TOD	1,760,000	1,760,000	-	-	-	
Total	\$ 106,037,293	\$ 8,685,609	\$ 27,087,416	\$ 7,201,068	\$ 63,063,200	



CAPITAL IMPROVEMENT PLAN - FUNDED AND UNFUNDED PROJECTS

Project Name and Type	Total	FY2026	FY2027	FY2028	Future Years	Funding Source(s)
Administrative Buildings and Land						
Municipal Facilities - Phase 2 - Town Hall and Municipal Court	15,748,000	-	-	2,025,000	13,723,000	TBD
Municipal Facilities Phase I	4,676,139	4,676,139	-	-	-	
ADA Transition Plan	2,000,000	-	-	2,000,000	-	2014 CO's
Total	\$ 22,424,139	\$ 4,676,139	\$ -	\$ 4,025,000	\$ 13,723,000	
Public Safety Buildings and Land						
City Hall/Police Headquarters	45,746	45,746	-	-	-	2023 COs
Total	\$ 45,746	\$ 45,746	\$ -	\$ -	\$ -	
Quality of Life Buildings and Land						
Multipurpose Center	-	-	-	-	-	TBD
Renovate Oz Glaze Senior Center	-	-	-	-	-	TBD
Develop a Community Pool	-	-	-	-	-	TBD
Total	\$ -	\$ -	\$ -	\$ -	\$ -	
Grand Total	\$ 140,850,563	\$ 18,688,795	\$ 34,149,500	\$ 11,226,068	\$ 76,786,200	

Town of Horizon City Capital Improvement Program

Council Meeting
September 10, 2025

Capital Program

Per Charter requirement for 3-year program, submitted to Council and adopted before the end of the fiscal year.

18

“The Council by resolution shall consider the adoption of the capital program plan with or without amendment after the public hearing and on or before the fifteenth (15) day of the twelfth (12) month of the current fiscal year.”
Section 5.09

Capital Improvement Plan



CAPITAL IMPROVEMENT PLAN - FUNDED AND UNFUNDED PROJECTS

Project Name and Type	Total	FY2026	FY2027	FY2028	Future Years	Funding Source(s)
Drainage Improvements & Land						
N. Darrington Recon.-ROW Acquisition	\$ 5,847	\$ 5,847	\$ -	\$ -	-	ARPA
Carson Drainage Improvement	1,190,308	1,190,308	-	-	-	2014 CO's
Miscellaneous Drainage Improvements	136,040	136,040	-	-	-	2014 CO's
Upgrades to Storm Water Ponds and Rock Wall Constr	76,488	76,488	-	-	-	2014 CO's
Master Drainage Study	-	-	-	-	-	TBD
Drainage Improvements Downstream of Golf Course	-	-	-	-	-	TBD
Opossum Pond - Acquisition	550,000	550,000	-	-	-	
Opossum Pond - Drainage Improvements	-	-	-	-	-	
Total	\$ 1,958,683	\$ 1,958,683	\$ -	\$ -	-	
Economic Development						
Transit Plaza at TOD	2,816,000	-	2,816,000	-	-	TIRZ & other sources
Horizon City Property Portfolio	-	-	-	-	-	ARPA
Total	\$ 2,816,000	\$ -	\$ 2,816,000	\$ -	-	20
Non-Capitalized Expenditures Related to a Specific Program						
Capital Improvement Program 2014-2016 General	10,000	10,000	-	-	-	2014 CO's
Capital Improvement Program 2018 General	10,000	10,000	-	-	-	2019 CO's
Total	\$ 20,000	\$ 20,000	\$ -	\$ -	-	
Park Improvements and Land						
New Park	4,266,584	2,383,000	1,883,584	-	-	2019 CO's and 2023 CO's
Benton/Ryderwood Dog Park	782,118	419,618	362,500	-	-	2019 CO's and 2014 CO's
Regional Recreation Facility	2,500,000	500,000	2,000,000	-	-	2023 CO's
Duanseburg to Carroll T. Welch Open Space Path	-	-	-	-	-	TBD
West Eastlake Estates Park Improvements	-	-	-	-	-	TBD
Park Upgrades - New Standards	-	-	-	-	-	TBD
Total	\$ 7,548,702	\$ 3,302,618	\$ 4,246,084	\$ -	-	
Street Infrastructure						
ADA Implementation - FY 2023 COs	2,500,000	300,000	1,100,000	1,100,000	-	2023 COs
2023-2024 Street Maintenance Program	1,625,190	1,625,190	-	-	-	Street Maintenance Fund
Pavement Management Information System	69,689	-	69,689	-	-	2014 CO's
Horizon Blvd Path Improvements	365,000	-	65,000	300,000	-	2019 CO's
Ensor Welch Path Improvements	250,000	50,000	200,000	-	-	2019 CO's
North Darrington Reconstruction	13,619,176	2,485,400	5,332,708	5,801,068	-	2014 CO's, STP, CRRSA



CAPITAL IMPROVEMENT PLAN - FUNDED AND UNFUNDED PROJECTS

Project Name and Type	Total	FY2026	FY2027	FY2028	Future Years	Funding Source(s)
FY23 COs - Matches for Federal Projects	1,641,039	821,020	820,019	-	-	2023 CO's
Street & Drainage Improvements - FY23 COs	950,000	200,000	750,000	-	-	2023 COs
N. Darrington Reconstruction - FY 2023 COs	2,000,000	1,000,000	1,000,000	-	-	2023 COs
						HUD - Community Project
Howard Lowe Project	16,782	16,782	-	-	-	Funding
S. Darrington Rd. Repaving	7,011,000	-	7,011,000	-	-	TBD
N. Kenazo Ave. Reconstruction	21,430,000	-	-	-	21,430,000	TBD
S. Kenazo Ave. Reconstruction	9,530,000	-	-	-	9,530,000	TBD
Kenazo Dr. Extension	8,265,300	-	-	-	8,265,300	TBD
Alberton Ave./Antwerp Rd. Construction	23,837,900	-	-	-	23,837,900	TBD
Dilley and Delake Drives	7,656,000	-	7,656,000	-	-	TIRZ & other sources
School Zone Upgrades	-	-	-	-	-	TBD
Darrington Illumination	-	-	-	-	-	TBD
Rifton Illumination	-	-	-	-	-	21 TBD
S. Kenazo Illumination	-	-	-	-	-	TBD
Sidewalk Construction on Arterials & Collectors	-	-	-	-	-	TBD
New Traffic Signals/Roundabouts	-	-	-	-	-	TBD
McMahon Street Improvements	-	-	-	-	-	TBD
Texas Rainbow Extension to N. Kenazo	-	-	-	-	-	TBD
Duanesburg Street Improvements (from Horizon Blvd. to S. Kenazo)	-	-	-	-	-	TBD
Horizon Blvd. Median Improvements between Ashford and Rifton Ct.	-	-	-	-	-	TBD
Horizon Boulevard - Intersection Improvements at Horizon Crossing	-	-	-	-	-	TBD
Update and Expand Hike and Bike Trails	-	-	-	-	-	TBD
ADA Transition Plan - Implementation	-	-	-	-	-	2014 CO's and 2023 CO's
Howard Lowe Rd. ROW Improvements	3,083,000	-	3,083,000	-	-	TBD
Rodman Street Improvements	-	-	-	-	-	TBD
Rodman Street Shared-use Path	427,217	427,217	-	-	-	
Dilley, Delake, and Horizon TOD	1,760,000	1,760,000	-	-	-	
Total	\$ 106,037,293	\$ 8,685,609	\$ 27,087,416	\$ 7,201,068	\$ 63,063,200	



CAPITAL IMPROVEMENT PLAN - FUNDED AND UNFUNDED PROJECTS

Project Name and Type	Total	FY2026	FY2027	FY2028	Future Years	Funding Source(s)
Administrative Buildings and Land						
Municipal Facilities - Phase 2 - Town Hall and Municipal Court	15,748,000	-	-	2,025,000	13,723,000	TB
Municipal Facilities Phase I	4,676,139	4,676,139	-	-	-	
ADA Transition Plan	2,000,000	-	-	2,000,000	-	2014 CO
Total	\$ 22,424,139	\$ 4,676,139	\$ -	\$ 4,025,000	\$ 13,723,000	
Public Safety Buildings and Land						
City Hall/Police Headquarters	45,746	45,746	-	-	-	2022 CO
Total	\$ 45,746	\$ 45,746	\$ -	\$ -	\$ -	
Quality of Life Buildings and Land						
Multipurpose Center	-	-	-	-	-	TB
Renovate Oz Glaze Senior Center	-	-	-	-	-	TB
Develop a Community Pool	-	-	-	-	-	TB
Total	\$ -	\$ -	\$ -	\$ -	\$ -	
Grand Total	\$ 140,850,563	\$ 18,688,795	\$ 34,149,500	\$ 11,226,068	\$ 76,786,200	

Capital Fund by Category

Project Type	Amount	Percent of Total CIP
Drainage Improvements & Land	\$ 1,958,683	1.39%
Economic Development	\$ 2,816,000	2.00%
Non-Capitalized Expenditures	\$ 20,000	0.01%
Park Improvements and Land	\$ 7,548,702	5.36%
Street Infrastructure	\$ 106,037,293	75.28%
Administrative Buildings & Land	\$ 22,424,139	15.92%
Public Safety Buildings & Land	\$ 45,746	0.03%
Total	\$ 140,850,563	100.00%

Highlights

- **Municipal Facilities Phase 1** – construction scheduled for completion in early 2026
- **N. Darrington Reconstruction**
 - Construction underway
 - Pending SIB loan to fund gap
- **Dilley, Delake and Transit Plaza** – design has begun
- **Rodman SUP** – construction contract kicked off

Town of Horizon City Capital Improvement Program

Council Meeting
September 10, 2025



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: September 8, 2025

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager *[Signature]* 9/8/25

SUBJECT: On change order no. 9 to Dantex General Contractors for \$10,726.08 for the Municipal Facilities project (Solicitation 23-101)

AND

On change order no. 10 to Dantex General Contractors for a deduction of \$13,181.20 for the Municipal Facilities project (Solicitation 23-101)

Background

On July 9, 2024, City Council awarded the Municipal Facilities project (Solicitation 23-101) for \$9,070,442.00 to include the award for 4 alternate bids. The project is designed to house police department, public works department and the City Council and Municipal Court facilities. The total project was funded through the issuance of 2023 Certificates of Obligation, and the project budget included funding for contingency.

Change orders which change project scopes, exceed \$10,000 per change order, or add more than one week to the project construction schedule (either 5 working days or 7 calendar days depending on how the contract was awarded), are presented to Council for their approval.

Change order #9 adds roof supports for the roof-mounted antenna. This work was not anticipated at the time of design and meets the criteria of adding scope and exceeding \$10,000 and is presented to Council for approval.

Change Order #10 is a deductive change order which decreases the total contract amount by \$13,181.20. The deduction is due to the elimination of 2 manholes approved by Council in change order #5 for the sewer discharge. One manhole was installed as part of the work completed by Jordan Foster in close proximity to the originally designed manhole. The 2nd manhole was deemed unnecessary after the Building Official conferred with the design engineer.

The two change orders have undergone the usual review process by the City's construction manager, Exigo, the Town Engineer, Huitt Zollars, and staff review.

City Council Action – September 8, 2025

Municipal Facilities – Change Orders

Page 2

Item Description

The two change orders call for the work, time and cost identified on the table below.

Item	Amount	Time	Percent of Contract
Change order no. 9: Additional structural roof supports for roof-mounted antenna equipment.	\$10,726.08	0 days	0.12%
Change order no. 10: Deletion of 2 manholes included in change order #5 – sewer connection.	\$13,181.20	0 days	0.15%
Total	\$2,455.12	0 days	0.03%

Total increases to the project including the two proposed change orders are **\$196,402.53** and account for a total of **2.17% of the original contract award**. This amount and percentage increase is within the allocated contingency for a construction project of this complexity and magnitude.

Fiscal Impact

The effect to the construction contract as a result of both change orders is a **net deduction of \$2,455.12**.

Requested Action

The City's consultant team and staff recommend approval of the two change orders.

CHANGE ORDER NO. 9

PROJECT:	<u>Horizon City Municipal Facilities Phase I</u>	DATE OF ISSUANCE:	August 12, 2025
OWNER:	TOWN OF HORIZON CITY 14999 Darrington Rd. Horizon City, Texas 79928	EFFECTIVE DATE:	August 12, 2025
CONTRACTOR:	<u>Dantex General Contractors</u> <u>4727 Osborne</u> El Paso, TX 79922	OWNER'S BID NO.	CSP 23-038 Project No. 2.513D
CONTRACT FOR:	<i>New Municipal Facilities for the City of Horizon</i>	ARCHITECT:	Eugenio Mesta, AIA Exigo Architects 211 N. Florence Ste. A El Paso, Tx 79912
		ARCHITECT'S PROJECT NO:	20201600

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THE CONTRACT DOCUMENTS:Item No. 1: **Additional Structural Roof Supports** - (\$10,726.08; 0 days impact to contract time)**PURPOSE OF CHANGE ORDER:**

Item No. 1. The Contractor has proposed additional cost associated with the addition of structural roof supports for the addition of antenna equipment on the roof. The cost includes roof penetrations and roof structural reinforcement as indicated by ASI #03 and as requested by the Owner for the relocation of equipment antenna onto the roof. See attached.

CHANGE ORDER NO. <u>9</u>	
PROJECT: <i>Horizon City Municipal Facilities Phase I</i>	
CHANGE IN CONTRACT PRICE: ORIGINAL PRICE: \$ 9,070,442.00	CHANGE IN CONTRACT TIME ORIGINAL CONTRACT TIME MILESTONES: CONTRACT TIME: <i>Substantial Completion: 455 Days Due Date: November 9, 2025</i> <i>Final Completion: 485 Days Due Date: December 9, 2025</i>
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER \$ 9,261,435.67	CONTRACT TIME PRIOR TO THIS CHANGE ORDER MILESTONES: CONTRACT TIME: <i>Substantial Completion: 490 Days Due Date: December 14, 2025</i> <i>Final Completion: 520 Days Due Date: January 13, 2026</i>
NET INCREASE/DECREASE OF THIS CHANGE ORDER \$ 10,726.08	NET INCREASE/DECREASE OF THIS CHANGE ORDER MILESTONES: CONTRACT TIME: <i>Substantial Completion: 0 Days</i> <i>Final Completion: 0 Days</i>
CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS \$ 9,272,161.75	CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS MILESTONES: CONTRACT TIME: <i>Substantial Completion: 490 Days Due Date: December 14, 2025</i> <i>Final Completion: 520 Days Due Date: January 13, 2026</i>

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

ACCEPTED:

By Hector Olave
Contractor: Dantex General Contractors
Date 8/14/2025

RECOMMENDED:

By Jesus Ortega
Exgo: Jesus Ortega PM
Date Aug. 14, 2025

REVIEWED:

By _____
Eduardo Garcia, – Interim Director of Planning
Date _____

APPROVED:

By _____
Andres Renteria, Mayor
Date _____

ARCHITECT'S COST SUMMARY AND CLASSIFICATION OF SOURCE OF CHANGE

Design Architect : Eugenio Mesta, AIA, Exigo Architects
 Change Order #: 9
 Project: Horizon City Municipal Facilities – Phase I
 Contractor: Dantex General Contractors
 Owner Bid No.: CSP 23-038 Project No. 22.513D
 Total Impact to Cost: \$ 10,726.08
 Total Impact to Time: 0 Days
 Date: 8/12/2025

Item No. 1	Additional Roof Supports and Penetrations for Roof Mounted Antenna Equipment
<i>Classification</i>	Structural Roof Support and Penetrations for Antenna Equipment
<i>Impact to Cost</i>	\$10,726.08
<i>Impact to Time</i>	0 Days
<i>Justification</i>	See Change Order Narrative for Item No. 1
<i>Cost Summary</i>	Additional Structural Roof Supports and Penetrations

Item No. 2	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

Item No. 3	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

Item No. 4	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

Item No. 5	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

Item No. 6	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

Item	Description	Unit Measure	Unit Cost	Quantity	Material	Labor	Net Amount
001	Provvide for additional electrical roof penetrations	lot	1		\$ -	\$ -	\$2,860.00
002	Provide for additiuonal structural roof supports for antenna	lot	1		\$ -	\$ -	\$6,740.00
003	Roof membrane	lot	1		\$ -	\$ -	\$0.00
					subtotal		\$9,600.00
004	General Liability	LS	0.2800%	1			\$26.88
005	Builders Risk	LS	0.4500%	1			\$43.20
006	P & P Bond	LS	1.0000%	1			\$96.00
					Subtotal		\$166.08
	Description				Percent		Amount
	Overhead & Profit				10%		\$960.00
	Sales Tax				N/A		
					Total Cost		\$10,726.08



13420 Franklin Ln.
El Paso, TX 79938

Change Order

Date	CO #
6/24/2025	59

Name / Address
Dantex Construction Hector Olave 4727 Osborne Dr. El Paso, TX 79922

		Terms	Project	Other
		Due on receipt		
Description	Qty	U/M	Rate	Total
Horizon Municipal RFI 002 -	1		0.00	0.00
Material 2ea angles 4x4x1/4 and 2x2x3/16 For Antenna Primed a	1		2,400.00	2,400.00
Equipment: 2 Scissor Lifts \$1620 Total (250 Delivery,250 pick up, \$560 ea lift)	2		810.00	1,620.00
Tools and Consumables: (Grinder blades, Welding rods)	2		100.00	200.00
Welder Equipment (2-days)	2		220.00	440.00
Supervision Labor: supervisor \$25 PH	20		25.00	500.00
Welder \$20 PH	20		20.00	400.00
Labor \$15 PH	20		15.00	300.00
15% OH and Profit	1		880.00	880.00
			Total	\$6,740.00

Steel Specialties, Inc.

Wrought Iron, Columns, Stairs, Rails Etc.
Building Specialties
Structural Steel & Rebar

JOB NAME: **HORIZON CITY MUNICIPAL FACILITY Ph. I**
JOB NUMBER: **24-645**
CUSTOMER: Mountain Construction Co.
DATE: June 16, 2025; Monday
REF: ADD New Angle Framing as required per ASI#002, received Friday (6/13).

"REQUEST FOR CHANGE ORDER"

ADD to provide new angle support framing as required per ASI#002, at antenna locations and joist reinforcement angles for same. Includes one shop coat oxide primer.

Supply only. No install.

TOTAL LOT CHANGE ORDER ADD AMOUNT-----**\$2,400.00**

NO TAX INCLUDED

PLEASE NOTE: ABOVE WAGE/ RATE PRICES ARE SPECIFIC TO THIS "REQUEST FOR CHANGE ORDER" ONLY. THEY ARE NOT TRANSFERABLE TO OTHER "REQUEST FOR CHANGE ORDER", RFP's, RFI's, ASI's OR ANY OTHER CHANGE.

Thank you for the opportunity to quote.
Have a great and safe workday!

Jesse Marquez
project manager

Estimate

3669 Mark Jason Drive
El Paso TX 79938

Date	Estimate #
6/25/2025	2025-053

Name / Address
DantexConstruction Company 4727 Osborne EL Paso, Texas 79922 c6

Project
Horizon City Munici...

Item	Description	Qty	Rate	Amount	MARKUP	Total
	ASI 002 Antenna Additonal Work					
Electrical'	4" emt conduit w/term	10	15.00	150.00		150.00
Electrical'	EHC10 Wheatherhead	1	132.00	132.00		132.00
Electrical'	Unistrut Channel	10	5.00	50.00		50.00
Electrical'	Journeyman Electrician	30	35.00	1,050.00	20.00%	1,260.00
Electrical'	Apprentice Labor	30	28.00	840.00	20.00%	1,008.00
Electrical'	OH & Profit @ 10%	1	260.00	260.00		260.00
				Total	\$2,860.00	

Dantex General Contractors

PROPOSED CHANGE ORDER REQUEST
NO. 12

4727 Osborne
El Paso, Texas 79922

Phone: (915) 584-9300
Fax: (915) 833-0253

TITLE: Additional Structural Roof Supports

DATE: 7/11/25

PROJECT: Horizon Municipal Facilities Phase 1, PO #008625

DX JOB: 1322

TO: EXIGO
211 N. Florance, Suite 204
El Paso, Texas 79901
Phone: (915) 533-0323

DESCRIPTION OF PROPOSAL:
Provide for additional structural roof penetration(s) as requested in ASI #03 by the owner and exigo to allow for the relocation of some antenna(s) to be over the new roof.

Item	Description	Unit Measure	Unit Cost	Quantity	Material	Labor	Net Amount
001	Provvide for additional electrical roof penetrations	lot	1		\$ -	\$ -	\$2,860.00
002	Provide for additiuonal structural roof supports for antenna	lot	1		\$ -	\$ -	\$6,740.00
003	Roof membrane	lot	1		\$ -	\$ -	\$0.00
subtotal							\$9,600.00
004	General Liability	LS	0.2800%	1			\$26.88
005	Builders Risk	LS	0.4500%	1			\$43.20
006	P & P Bond	LS	1.0000%	1			\$96.00
Subtotal							\$166.08
					Description	Percent	Amount
					Overhead & Profit	10%	\$960.00
					Sales Tax	N/A	
					Total Cost		\$10,726.08

By: Hector Olave
Hector Olave / Dantex General Contractors

By: _____

Date: 7/11/2025

Date: _____



Date	CO #
6/24/2025	59

[illegible]

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Steel Specialties, Inc.

Wrought Iron, Columns, Stairs, Rails Etc.
Building Specialties
Structural Steel & Rebar

JOB NAME: **HORIZON CITY MUNICIPAL FACILITY Ph. I**
JOB NUMBER: **24-645**
CUSTOMER: Mountain Construction Co.
DATE: June 16, 2025; Monday
REF: ADD New Angle Framing as required per ASI#002, received Friday (6/13).

"REQUEST FOR CHANGE ORDER"

ADD to provide new angle support framing as required per ASI#002, at antenna locations and joist reinforcement angles for same. Includes one shop coat oxide primer.

Supply only. No install.

TOTAL LOT CHANGE ORDER ADD AMOUNT-----**\$2,400.00**

NO TAX INCLUDED

PLEASE NOTE: ABOVE WAGE/ RATE PRICES ARE SPECIFIC TO THIS "REQUEST FOR CHANGE ORDER" ONLY. THEY ARE NOT TRANSFERABLE TO OTHER "REQUEST FOR CHANGE ORDER", RFP's, RFI's, ASI's OR ANY OTHER CHANGE.

Thank you for the opportunity to quote.
Have a great and safe workday!

Jesse Marquez
project manager

Millennium Contracting Services, Inc.

Estimate

3669 Mark Jason Drive
El Paso TX 79938

Date	Estimate #
6/25/2025	2025-053

Name / Address
DantexConstruction Company 4727 Osborne EL Paso, Texas 79922 e6

Project
Horizon City Munici...

Item	Description	Qty	Rate	Amount	MARKUP	Total
	ASI 002 Antenna Additonal Work					
Electrical`	4" emt conduit w/term	10	15.00	150.00		150.00
Electrical`	EHC10 Wheatherhead	1	132.00	132.00		132.00
Electrical`	Unistrut Channel	10	5.00	50.00		50.00
Electrical`	Journeyman Electrician	30	35.00	1,050.00	20.00%	1,260.00
Electrical`	Apprentice Labor	30	28.00	840.00	20.00%	1,008.00
Electrical`	OH & Profit @ 10%	1	260.00	260.00		260.00
38			Total		\$2,860.00	

ARCHITECTURAL SUPPLEMENTAL INFORMATION

ASI 002

To: DANTEX Construction
From: Jesus Ortega, EXIGO Architects
Project: Horizon Municipal Facilities
Date: June 12, 2025
Re: **ASI 002 – Roof-mounted Radio Antennas.**

The following are supplemental instructions to the Contract Documents. Prior to proceeding with the work, please indicate your acceptance that work will be performed without change to the Contract Sum and/or Contract Time.

Architectural Supplemental Information:

List of Drawings / Changes.

1. Structural.

- a) Sheet S201– Roof Framing Plan – Delta#1: Additional steel framing to support roof-mounted antennas for radio communication.

2. Electrical.

- a) Sheet E4.0 – Special Systems – Delta #2 – New conduit w/ weather head for IT cabling to roof.

Yours Truly,



Jesus Ortega

**HORIZON CITY
MUNICIPAL FACILITIES
PHASE 1 100%
CONSTRUCTION
DOCUMENTS**

20201600

Consultants:



Issue Date

Drawing Date: 05/16/25
Drawn: PSS
Checked: SJ
Scale: AS SHOWN

Revisions:

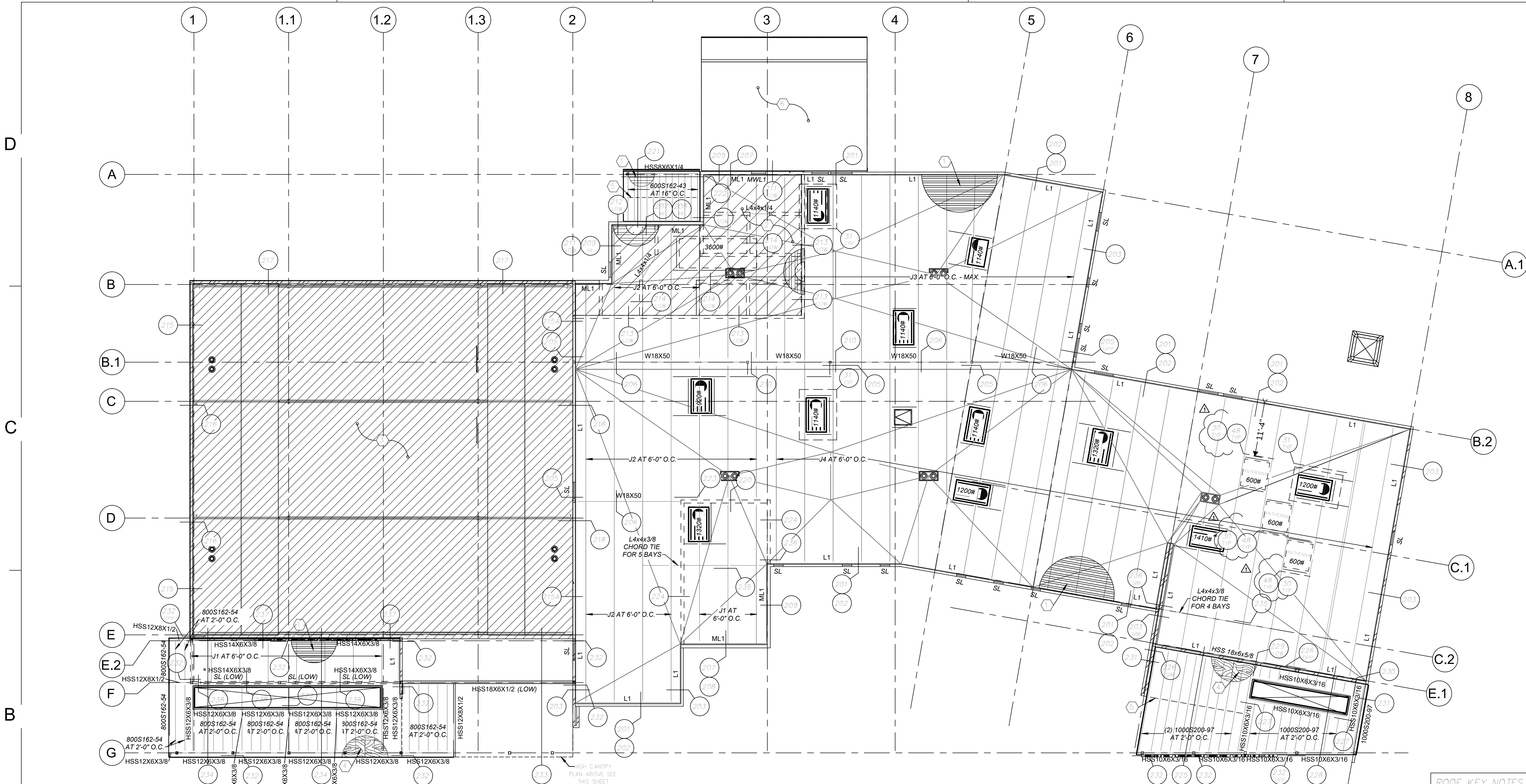
No.	Description	Date
1	ASI 002	05/16/25

DRAWING COORDINATION

ARCHITECTURAL, CIVIL, MECHANICAL,
STRUCTURAL, ELECTRICAL, AND
LANDSCAPING DRAWINGS ARE
INTERRELATED. GENERAL CONTRACTOR
AND ALL SUBCONTRACTORS SHALL REVIEW
AND COORDINATE THE ENTIRE SET OF
DRAWINGS AND PROJECT MANUAL.

**ROOF FRAMING
PLAN**

S201



1 ROOF FRAMING PLAN
3/32" = 1'-0"

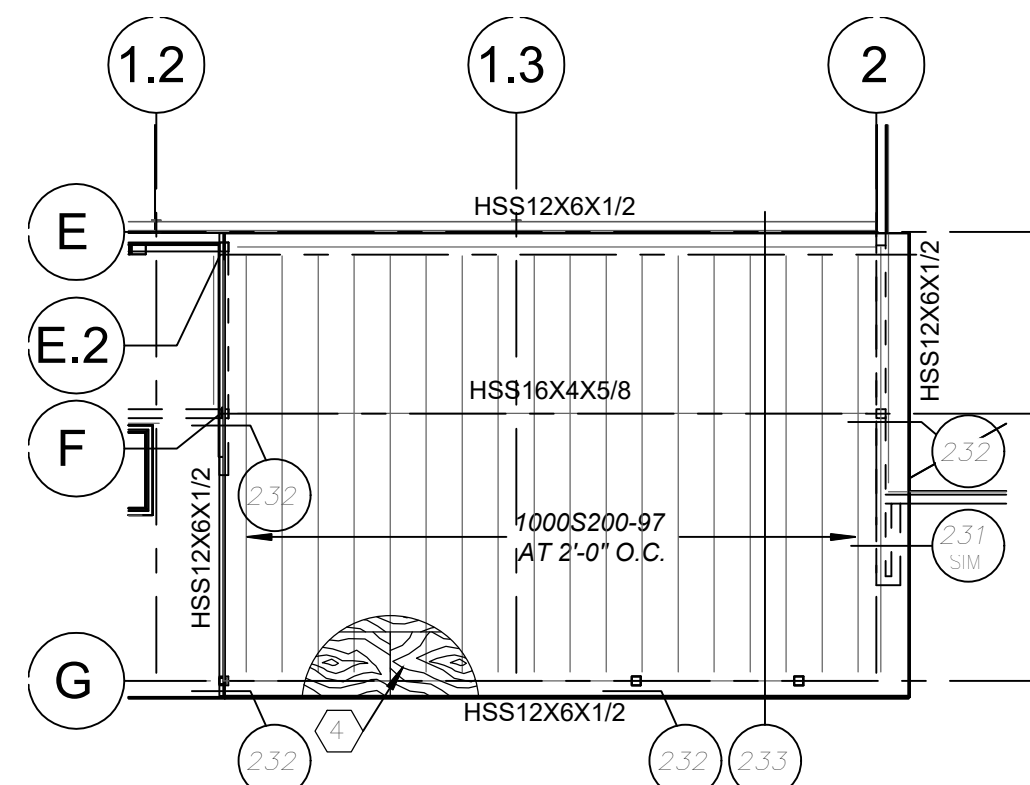
- NOTES:**
1. SEE PLAN FOR SPACING (6'-0" MAXIMUM).
 2. CENTERLINE OF FRAMING MEMBER.
 3. ANGLE 4"x4"x1/4".
 4. FACE OF FRAMING MEMBER.

ROOF FRAMING NOTES - TYP. U.N.O.:

1. VERIFY ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS AND FIELD CONDITIONS. BUILDING DIMENSIONS, WHERE SHOWN, WERE PROVIDED BY THE ARCHITECT AND SHALL BE VERIFIED WITH SAME PRIOR TO PROCEEDING WITH THE WORK.
2. SCHEDULED MARK DESIGNATIONS ARE TYPICAL TO THE PROJECT AND MAY NOT NECESSARILY BE FOUND ON THIS PLAN.
3. (X), (X), ETC. - AS SHOWN ON PLAN INDICATES KEYNOTES. KEYNOTES ON THIS SHEET. KEYNOTE DESIGNATIONS ARE TYP. TO THE PROJECT AND MAY NOT NECESSARILY BE FOUND ON THIS PLAN.
4. - AS SHOWN ON PLAN INDICATES STRUCTURAL BEARING AND/OR SHEAR WALL BELOW.
5. FOR MISCELLANEOUS MASONRY LINTELS NOT SHOWN, SEE G.S.N. AND TYPICAL DETAILS. MASONRY CONTRACTOR SHALL COORDINATE WITH OTHER TRADES FOR EXACT SIZE AND LOCATION REQUIREMENTS.
6. L1, L2, ETC. - SHOWN ON PLAN INDICATES STEEL LEDGER, SEE SCHEDULE ON SHEET S002, G.S.N. AND TYPICAL DETAILS.
7. VERIFY EXACT SIZE, WEIGHT AND LOCATION OF EQUIPMENT AND SUPPORTS INDICATED ON PLAN WITH ARCHITECTURAL, MECHANICAL, PLUMBING, ELECTRICAL, SPRINKLER AND THEIR RELATED DRAWINGS. EQUIPMENT INDICATED ARE ONLY THOSE THAT EXCEED LOADS SPECIFIED IN THE G.S.N. FOR SUPPORT OF EQUIPMENT, SEE TYPICAL DETAILS AND OTHER TRADES.
8. FOR CLARITY, ALL ROOF OPENINGS MAY NOT BE SHOWN ON ROOF PLAN. FOR EXACT SIZE, NUMBER AND LOCATION OF OPENINGS, SEE ARCH'L, MECH'L, PLUMBING AND ELECTRICAL DRAWINGS. FOR FRAMING AT OPENINGS, SEE TYPICAL DETAILS.
9. J1, J2, ETC. - AS SHOWN IN PLANS INDICATES STEEL JOIST SEE SCHEDULE ON SHEET S002. "DEPTH, INCHES TYPE: K OR LH (TOTAL LOAD/LIVE LOAD) IN PLF. OTHER POINT LOADS FROM MECHANICAL UNITS ARE INDICATED ON THE PLAN. THE JOIST MANUFACTURER SHALL BE RESPONSIBLE FOR ALL POINT LOADS INDICATED ON THE PLANS AND DETAIL CUTS AND APPLYING THE LOAD IN THEIR ANALYSIS. ALL LOADS INDICATED ARE UNFACTORED.
10. DEFLECTION CRITERIA FOR JOISTS IS L/240 LIVE LOAD L/180 TOTAL LOAD.
11. 'SL' WHERE NOTED ON PLAN INDICATES A STEEL STUD LINTEL PER DETAIL 41.
12. MWL1, MWL2, ETC. - SHOWN ON PLAN INDICATES MASONRY WALL LINTEL, SEE SCHEDULE ON SHEET S002, G.S.N. AND TYPICAL DETAILS.
13. FOR ALL TOP OF WALLS, TOP OF BEAMS/JOISTS, ROOF SLOPES REFER TO ARCH'L DRAWINGS - TYP.

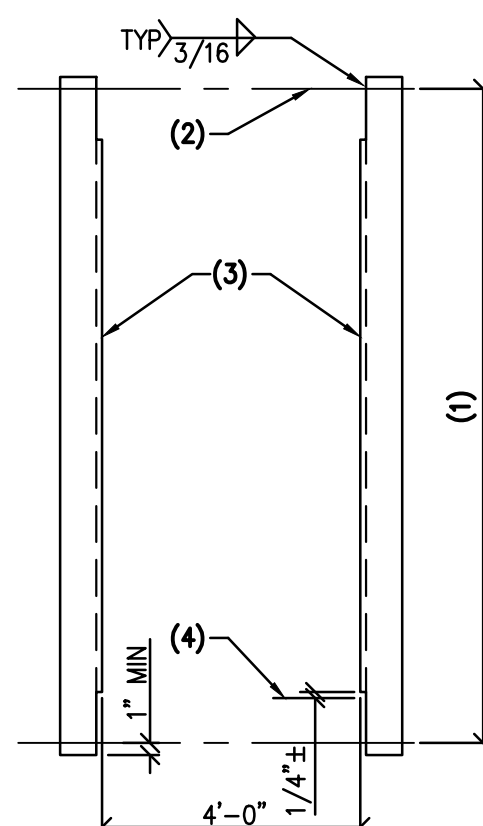
ROOF KEY NOTES

1. 1/2"x20 GA STEEL DECK ATTACH PER G.S.N.
2. AT SHADED AREA PROVIDE 2" N.W.C. W/ 6x6xW2.9xW2.9 W.W.F. CENTERED IN SALR OVER 2"x20 GA (4" TOTAL DEPTH).
3. METAL BUILDING MEMBERS AND FRAMING BY OTHERS.
4. 1/2" PLYWOOD ATTACH PER G.S.N.
5. ADD BRIDGING AT MID-SPAN OF STEEL JOIST PURLINS.
6. FOR SALLY PORT FRAMING PLAN (ALTERNATE 2). REFER TO SHEET S102.



2 HIGH CANOPY FRAMING PLAN
3/32" = 1'-0"

30 ADDITIONAL WEB MEMBERS FOR CONCENTRATED LOAD OCCURRING AWAY FROM JOIST PANEL POINT
NO SCALE



48 PLAN - ANTENNA SUPPORT BETWEEN JOIST
NO SCALE

**HORIZON CITY
MUNICIPAL FACILITIES
PHASE 1 ISSUED FOR
PERMIT AND BIDDING**

Project Number

Consultants:



12/03/2020

Drawing Date: 12/03/2020
Drawn: E.H.
Checked: F.P./F.O.
Scale: AS SHOWN

Revisions:

No.	Description	Date
1	ASI #1	04/16/25
2	ASI #002	5/15/25

DRAWING COORDINATION

ARCHITECTURAL, CIVIL, MECHANICAL,
STRUCTURAL, ELECTRICAL, AND
LANDSCAPING DRAWINGS ARE
INTERRELATED. GENERAL CONTRACTOR
AND ALL SUBCONTRACTORS SHALL REVIEW
AND COORDINATE THE ENTIRE SET OF
DRAWINGS AND PROJECT MANUAL.

**SPECIAL
SYSTEMS PLAN
'A'**

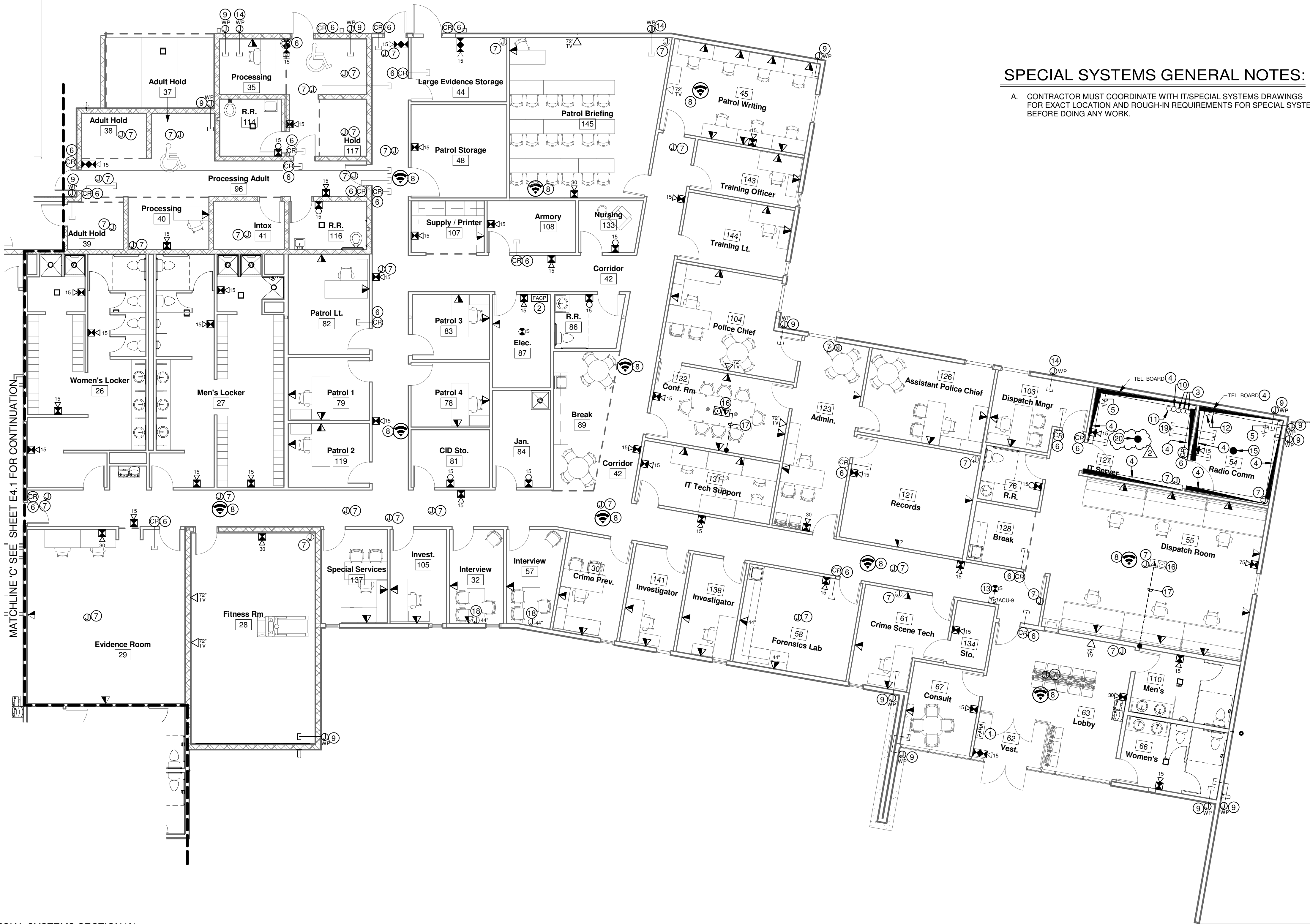
E4.0

SPECIAL SYSTEMS PLAN A KEYED NOTES

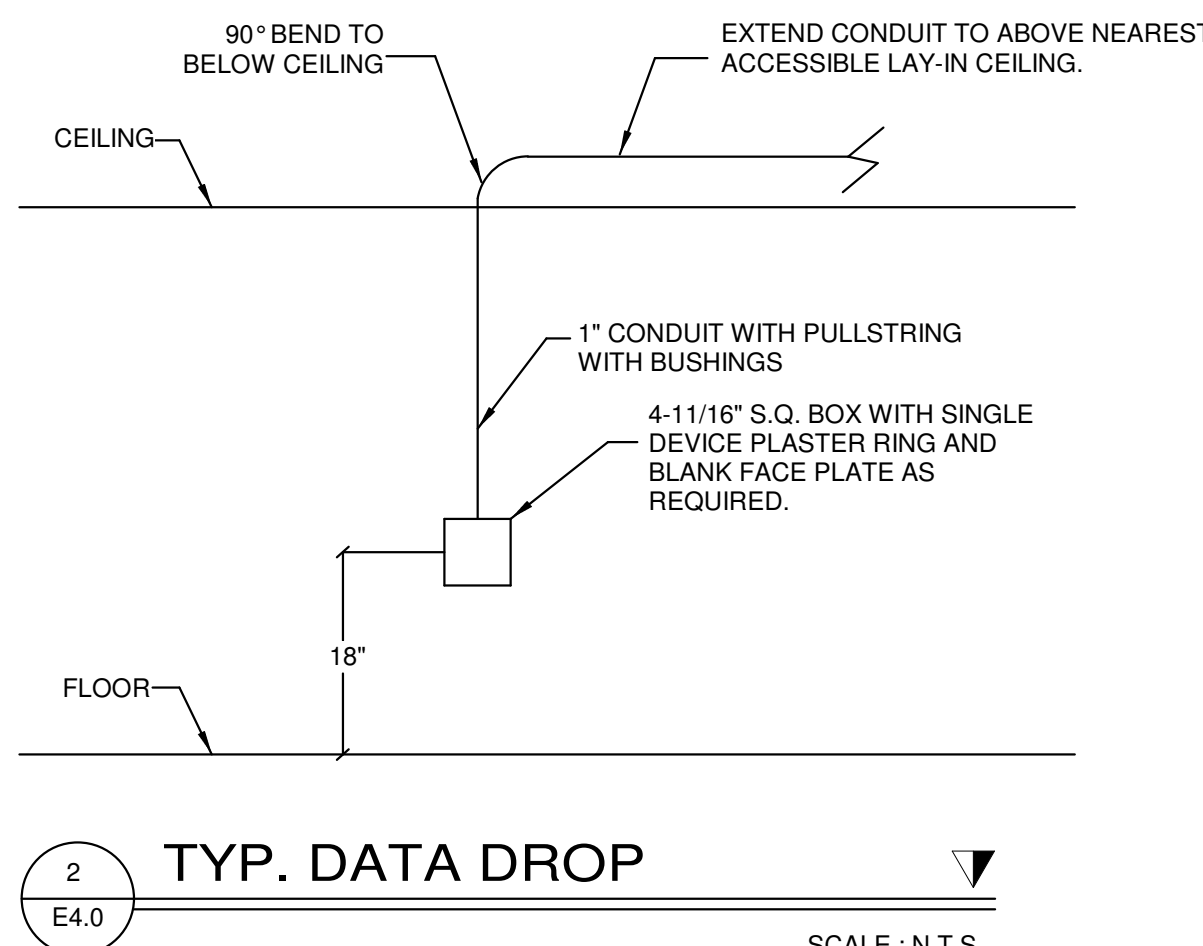
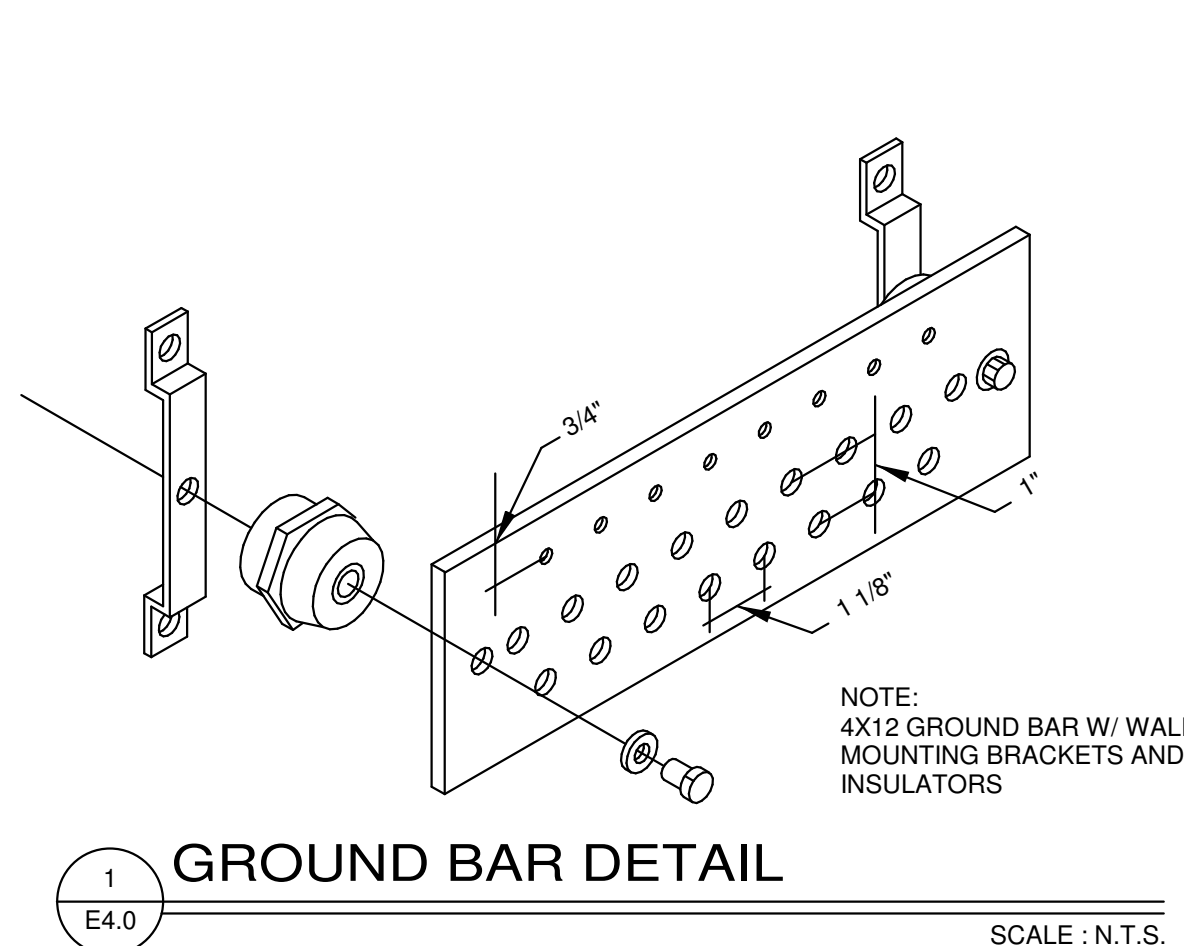
- PROPOSED LOCATION OF NEW FIRE ALARM REMOTE ANNUNCIATOR. ELECTRICAL CONTRACTOR MUST COORDINATE WITH FIRE ALARM INSTALLER FOR EXACT LOCATION BEFORE ROUGH IN.
- PROPOSED LOCATION OF NEW FIRE ALARM CONTROL PANEL IN ELECTRICAL ROOM. ELECTRICAL CONTRACTOR MUST COORDINATE WITH FIRE ALARM INSTALLER FOR EXACT LOCATION BEFORE ROUGH IN.
- STUB-UP LOCATION OF THE THREE (3) 3" CONDUITS FOR TELEPHONE/DATA. STUB-UP CONDUITS 24" A.F.F. PROVIDE CONDUITS WITH PULLSTRING AND END BUSHINGS. COORDINATE WITH NOTE #4 ON SITEPLAN SHEET E1.0.
- PROVIDE AND INSTALL 3/4" SHEETS OF A-C GRADE, FIRE RETARDANT TREATED PLYWOOD ON THE ENTIRE WALL. THE PLYWOOD SHALL REACH FROM CORNER TO CORNER. INSTALL PLYWOOD VERTICALLY AT 12" A.F.F. PAINT PLYWOOD WITH TWO (2) COATS OF FIRE RETARDANT LOW GLOSS, WHITE PAINT.
- PROVIDE AND INSTALL GROUNDING BAR AT 30" A.F.F. INSTALL 1/2" CONDUIT WITH 1-#6 CU. GND. CABLE FROM GROUNDING BAR TO THE MAIN PANEL MDP GROUNDING BAR. SEE DETAIL 1/E4.0 ON THIS SHEET.
- PROVIDE AND INSTALL A 4"x4"x2 1/2" BOX WITH SINGLE DEVICE PLASTER RING AT 48" A.F.F. FOR CARD READER. CARD READER AND ASSOCIATED WIRING PROVIDED BY OTHERS. INSTALL 1" CONDUIT WITH PULLSTRING AND END BUSHINGS FROM BOX TO ABOVE NEAREST ACCESSIBLE LAY-IN CEILING. COORDINATE EXACT LOCATION WITH IT/SECURITY CONTRACTOR. SEE DETAIL 1/E4.1 ON SHEET E4.1.
- PROVIDE AND INSTALL A 4" SQ. J-BOX FLUSH TO CEILING FOR FUTURE CAMERA INSTALLED BY OTHERS. INSTALL A 1" CONDUIT WITH PULLSTRING AND END BUSHINGS FROM BOX TO ABOVE NEAREST ACCESSIBLE LAY-IN CEILING. COORDINATE EXACT LOCATION WITH IT/SECURITY CONTRACTOR. SEE DETAIL 2/E4.1 ON SHEET E4.1.
- PROVIDE AND INSTALL 4" SQ. J-BOX WITH SINGLE DEVICE PLASTER RING AND 1" CONDUIT TO ABOVE NEAREST ACCESSIBLE LAY-IN CEILING FOR WIRELESS ACCESS POINT. COORDINATE WITH IT/SECURITY CONTRACTOR FOR EXACT LOCATION AND REQUIREMENTS. REFER TO DETAIL 4/E4.1 ON SHEET E4.1.
- PROVIDE AND INSTALL A WP 4" SQ. J-BOX ON EXTERIOR WALL AT 10'-0" A.F.F. FOR CAMERA. FROM BOX INSTALL A 1" CONDUIT WITH PULLSTRING TO ABOVE NEAREST ACCESSIBLE LAY-IN CEILING INSIDE BUILDING. COORDINATE WITH IT/SECURITY CONTRACTOR FOR EXACT LOCATION AND HEIGHT BEFORE ROUGH-IN. REFER TO DETAIL 3/E4.1 ON SHEET E4.1.
- STUB-UP LOCATION OF 3" UG CONDUIT FOR FUTURE BUILDING COMMUNICATIONS CABLE. COORDINATE WITH NOTE #7 ON SHEET E1.0.
- STUB-UP LOCATION OF 3" UG CONDUIT FROM IDF ROOM 136 ON SECTION 'B'. COORDINATE WITH NOTE #6 ON SHEET E1.0.
- STUB-UP LOCATION OF THE TWO (2) 3" CONDUITS TO THE ANTENNA. COORDINATE WITH NOTE #11 ON SHEET E1.0.
- PROVIDE AND INSTALL A DUCT SMOKE DETECTOR WITH A REMOTE TEST SWITCH LOCATED ON WALL AT 44" A.F.F. CONNECT SMOKE DETECTOR TO FIRE ALARM SYSTEM. PROVIDE A LAMMOTTE PLAQUE ON TEST SWITCH INDICATING ASSOCIATED UNIT.
- PROVIDE AND INSTALL A WP 4" SQ. J-BOX WITH SINGLE DEVICE PLASTER RING ON EXTERIOR WALL AT 10'-0" A.F.F. FOR WIRELESS ACCESS POINT. COORDINATE WITH IT/SECURITY CONTRACTOR FOR EXACT LOCATION AND HEIGHT BEFORE ROUGH-IN. REFER TO DETAIL 5/E4.1.
- PROVIDE AND INSTALL A 4" CONDUIT FROM RADIO COMM. ROOM TO ROOF. STUB-UP CONDUIT AT 2FT. AFTER FINISH ROOF. PROVIDE AND INSTALL A WEATHER HEAD FOR A TOTAL OF SIX (6) COAXIAL CABLES. WEATHER HEAD TO BE KILLARK-HUBBELL HSTF- OR EQUAL. COORDINATE WITH IT/SECURITY CONTRACTOR FOR EXACT LOCATION AND REQUIREMENTS.
- PROVIDE AND INSTALL A FLOORBOX WITH (2) DUPLEX RECEPTACLES AND SEPARATE SIDE FOR COMMUNICATIONS FSR MODEL FL-400-BSQ-C. FLOOR BOX TO BE FLUSHED TO FINISH FLOOR. COORDINATE WITH ARCHITECT/OWNER FOR EXACT LOCATION BEFORE ROUGH-IN.
- PROVIDE AND INSTALL A 2" UG CONDUIT FROM FLOORBOX (COMMUNICATIONS SIDE) TO WALL. RUN CONDUIT RECESSED IN WALL TO ABOVE NEAREST ACCESSIBLE LAY-IN CEILING SPACE. PROVIDE CONDUIT WITH PULLSTRING AND END BUSHINGS.
- PROVIDE AND INSTALL A 4" DEEP SQ. BOX AT 44" A.F.F. FOR FUTURE INTERIOR CAMERA. RUN A 1" CONDUIT FROM BOX TO ABOVE ACCESSIBLE CEILING IN ROOM 105. PROVIDE CONDUIT WITH PULLSTRING AND END BUSHINGS. COORDINATE WITH IT/SECURITY CONTRACTOR FOR EXACT LOCATION AND REQUIREMENTS BEFORE ROUGH-IN.
- PROVIDE AND INSTALL TWO (2) 3" CONDUIT SLEEVES ABOVE IT SERVER ROOM AND RADIO ROOM. INSTALL CONDUITS ABOVE ACCESSIBLE CEILING.
- PROVIDE AND INSTALL A 4" CONDUIT FROM I.T. ROOM TO ROOF. STUB-UP CONDUIT AT 2FT. AFTER FINISH ROOF. PROVIDE AND INSTALL A WEATHER HEAD FOR A TOTAL OF SIX (6) COAXIAL CABLES. WEATHER HEAD TO BE KILLARK-HUBBELL HSTF- OR EQUAL. COORDINATE WITH IT/SECURITY CONTRACTOR FOR EXACT LOCATION AND REQUIREMENTS.

SPECIAL SYSTEMS GENERAL NOTES:

- A. CONTRACTOR MUST COORDINATE WITH IT/SPECIAL SYSTEMS DRAWINGS FOR EXACT LOCATION AND ROUGH-IN REQUIREMENTS FOR SPECIAL SYSTEMS BEFORE DOING ANY WORK.



1 SPECIAL SYSTEMS SECTION 'A'
1/8" = 1'-0"





**TOWN OF HORIZON CITY
MEMORANDUM**

Date: September 8, 2025

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager *[Signature]* 9/8/25

SUBJECT: On change order no. 9 to Dantex General Contractors for \$10,726.08 for the Municipal Facilities project (Solicitation 23-101)

AND

On change order no. 10 to Dantex General Contractors for a deduction of \$13,181.20 for the Municipal Facilities project (Solicitation 23-101)

Background

On July 9, 2024, City Council awarded the Municipal Facilities project (Solicitation 23-101) for \$9,070,442.00 to include the award for 4 alternate bids. The project is designed to house police department, public works department and the City Council and Municipal Court facilities. The total project was funded through the issuance of 2023 Certificates of Obligation, and the project budget included funding for contingency.

Change orders which change project scopes, exceed \$10,000 per change order, or add more than one week to the project construction schedule (either 5 working days or 7 calendar days depending on how the contract was awarded), are presented to Council for their approval.

Change order #9 adds roof supports for the roof-mounted antenna. This work was not anticipated at the time of design and meets the criteria of adding scope and exceeding \$10,000 and is presented to Council for approval.

Change Order #10 is a deductive change order which decreases the total contract amount by \$13,181.20. The deduction is due to the elimination of 2 manholes approved by Council in change order #5 for the sewer discharge. One manhole was installed as part of the work completed by Jordan Foster in close proximity to the originally designed manhole. The 2nd manhole was deemed unnecessary after the Building Official conferred with the design engineer.

The two change orders have undergone the usual review process by the City's construction manager, Exigo, the Town Engineer, Huitt Zollars, and staff review.

City Council Action – September 8, 2025

Municipal Facilities – Change Orders

Page 2

Item Description

The two change orders call for the work, time and cost identified on the table below.

Item	Amount	Time	Percent of Contract
Change order no. 9: Additional structural roof supports for roof-mounted antenna equipment.	\$10,726.08	0 days	0.12%
Change order no. 10: Deletion of 2 manholes included in change order #5 – sewer connection.	\$13,181.20	0 days	0.15%
Total	\$2,455.12	0 days	0.03%

Total increases to the project including the two proposed change orders are **\$196,402.53** and account for a total of **2.17% of the original contract award**. This amount and percentage increase is within the allocated contingency for a construction project of this complexity and magnitude.

Fiscal Impact

The effect to the construction contract as a result of both change orders is a **net deduction of \$2,455.12**.

Requested Action

The City's consultant team and staff recommend approval of the two change orders.

CHANGE ORDER NO. 10

PROJECT: <u><i>Horizon City Municipal Facilities Phase I</i></u> OWNER: TOWN OF HORIZON CITY 14999 Darrington Rd. Horizon City, Texas 79928 CONTRACTOR: <u><i>Dantex General Contractors</i></u> <u><i>4727 Osborne</i></u> El Paso, TX 79922 CONTRACT FOR: <i>New Municipal Facilities for the City of Horizon</i>	DATE OF ISSUANCE: September 2, 2025 EFFECTIVE DATE: September 2, 2025 OWNER'S BID NO. CSP 23-038 Project No. 2.513D ARCHITECT: Eugenio Mesta, AIA Exigo Architects 211 N. Florence Ste. A El Paso, Tx 79912 ARCHITECT'S PROJECT NO: 20201600
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YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THE CONTRACT DOCUMENTS:

Item No. 1: *Deductive Change order Credit for Revised Sanitary Sewer Design* - (Credit \$13,181.20; 0 days impact to contract time)

PURPOSE OF CHANGE ORDER:

Item No. 1. The Contractor has proposed a credit associated with the revision of the sanitary sewer design. The approved design included the installation of two new manholes as per ASI #03R. These two new manholes were omitted from the design. Manhole #1 was omitted deemed unnecessary to the installation as by Mr. Daniel Serrano of the City of Horizon. Manhole #2 was omitted due to the manhole installed by a separate contractor under a separate contract. See attached.

CHANGE ORDER NO. <u>10</u>	
PROJECT: <i>Horizon City Municipal Facilities Phase I</i>	
CHANGE IN CONTRACT PRICE: ORIGINAL PRICE: \$ 9,070,442.00	CHANGE IN CONTRACT TIME ORIGINAL CONTRACT TIME MILESTONES: CONTRACT TIME: <i>Substantial Completion: 455 Days Due Date: November 9, 2025</i> <i>Final Completion: 485 Days Due Date: December 9, 2025</i>
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER \$ 9,261,435.67	CONTRACT TIME PRIOR TO THIS CHANGE ORDER MILESTONES: CONTRACT TIME: <i>Substantial Completion: 490 Days Due Date: December 14, 2025</i> <i>Final Completion: 520 Days Due Date: January 13, 2026</i>
NET INCREASE/DECREASE OF THIS CHANGE ORDER +\$ 13,181.20	NET INCREASE/DECREASE OF THIS CHANGE ORDER MILESTONES: CONTRACT TIME: <i>Substantial Completion: 0 Days</i> <i>Final Completion: 0 Days</i>
CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS \$ 9,274,616.87	CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS MILESTONES: CONTRACT TIME: <i>Substantial Completion: 490 Days Due Date: December 14, 2025</i> <i>Final Completion: 520 Days Due Date: January 13, 2026</i>

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

ACCEPTED:

By Hector Olave
Contractor: Dantex General Contractors

Date 9/03/2025

RECOMMENDED:

By Jesus Ortega
Exigot Jesus Ortega PM

Date 9/03/2025

REVIEWED:

By _____
Eduardo Garcia, - Interim Director of Planning

Date _____

APPROVED:

By _____
Andres Renteria, Mayor

Date _____

ARCHITECT'S COST SUMMARY AND CLASSIFICATION OF SOURCE OF CHANGE

Design Architect : Eugenio Mesta, AIA, Exigo Architects
 Change Order #: 10
 Project: Horizon City Municipal Facilities – Phase I
 Contractor: Dantex General Contractors
 Owner Bid No.: CSP 23-038 Project No. 22.513D
 Total Impact to Cost: Credit of +\$13,181.20
 Total Impact to Time: 0 Days
 Date: 9/2/2025

Item No. 1	Credit for Revised Sanitary Sewer Design
<i>Classification</i>	Credit for Two Manholes per Revision to the Sanitary Sewer Design
<i>Impact to Cost</i>	Credit +\$13,181.20
<i>Impact to Time</i>	0 Days
<i>Justification</i>	See Change Order Narrative for Item No. 1
<i>Cost Summary</i>	Deletion of two (2) Sanitary Sewer Manholes

Item No. 2	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

Item No. 3	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

Item No. 4	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

Item No. 5	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

Item No. 6	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

Item	Description	Unit Measure	Unit Cost	Quantity	Material	Labor	Net Amount
001	Approved PCO #05 Sanitary Sewer As per ASI #03, credit in full to owner	lot	1		\$ -	\$ -	-\$34,343.34 \$0.00 \$0.00
002	Revise Sanitary Sewer scope of work as per ASI #03R	lot	1		\$ -	\$ -	\$21,162.14
					subtotal		-\$13,181.20
004	General Liability	LS	0.2800%	1			\$0.00
005	Builders Risk	LS	0.4500%	1			\$0.00
006	P & P Bond	LS	1.0000%	1			\$0.00
					Subtotal		\$0.00
	Description				Percent		Amount
	Overhead & Profit				0%		\$0.00
	Sales Tax				N/A		
					Total Cost		-\$13,181.20

Dantex General Contractors

CHANGE ORDER REQUEST NO. 13

4727 Osborne
El Paso, Texas 79922

Phone: (915) 584-9300
Fax: (915) 833-0253

TITLE: Credit for REVISED Sewer design after CO #05 Approval

DATE: 7/25/25

PROJECT: Horizon Municipal Facilities Phase 1, PO #008625

DX JOB: 1322

TO: EXIGO
211 N. Florance, Suite 204
El Paso, Texas 79901
Phone: (915) 533-0323

DESCRIPTION OF PROPOSAL:

Provide credit for the REVISED sanitary sewer design after CO #05 was approved.

CPO #05 was approved including the installation of two new manholes as per design. The two new manholes were not installed due to:

Manhole #1, unnecessary to the installation as noted by the owner

Manhole #2, installed by "others".

Item	Description	Unit Measure	Unit Cost	Quantity	Material	Labor	Net Amount
001	Approved PCO #05 Sanitary Sewer	lot	1		\$ -	\$ -	-\$34,343.34
	As per ASI #03, credit in full to owner						\$0.00
							\$0.00
002	Revise Sanitary Sewer scope of work	lot	1		\$ -	\$ -	\$21,162.14
	as per ASI #03R						
					subtotal		-\$13,181.20
004	General Liability	LS	0.2800%	1			\$0.00
005	Builders Risk	LS	0.4500%	1			\$0.00
006	P & P Bond	LS	1.0000%	1			\$0.00
					Subtotal		\$0.00

Description	Percent	Amount
Overhead & Profit	0%	\$0.00
Sales Tax	N/A	
	Total Cost	-\$13,181.20

By: Hector Olave
Hector Olave / Dantex General Contractors

Date: 7/25/2025

By: _____

Date: _____

Section E
OFFER/BID FORM

*****Initial proposal to include current buildings (do not include Municipal Facilities Building) *****

Monthly Services Cost	One-Year Total (per month cost x 12)	Three-Year Total (annual cost x 3)
\$6,532	\$78,394	\$235,152
Estimate #3319		

*****2nd Proposal to take effect once Municipal Facilities Building is completed. *****

Monthly Services Cost	One-Year Total (per month cost x 12)	Three-Year Total (annual cost x 3)
\$ 9,435	\$113,220	\$339,660
Estimate #3363		

FAILURE TO BID ON ALL ITEMS SHALL DEEM THE CONTRACTOR/ NON-RESPONSIVE.

Line-item entries shall prevail over sum total entries. When discrepancies exist between unit prices and corresponding extended prices, unit prices shall prevail.

EXCEPTIONS
1) Future state wage increase mandates

ORDINANCE NO. _____

BUDGET FOR FISCAL YEAR 2025-2026

**AN ORDINANCE OF THE TOWN OF HORIZON CITY, TEXAS
ENACTING THE MUNICIPAL BUDGET FOR FISCAL YEAR
2025-2026; FUNDING MUNICIPAL PURPOSES; AUTHORIZING
EXPENDITURES; AND PROVIDING FOR REPEALER AND
SEVERABILITY CLAUSES**

WHEREAS, the City Council of the Town of Horizon City ("City Council") seeks to enact and otherwise approve the Town of Horizon City ("City") budget for Fiscal Year 2025-2026 to cover proposed expenditures for the succeeding fiscal year;

WHEREAS, the succeeding fiscal year commences October 1, 2025;

WHEREAS, the City Council finds that the proposed budget is for legitimate municipal purposes, and thus is statutorily authorized by Texas Local Government Code Chapter 102 and is further authorized by Sections 5.04 and 5.05 of the Town of Horizon City Charter;

WHEREAS, pursuant to Texas Local Government Code Section 51.00, the City has general authority to adopt an ordinance 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;

WHEREAS, pursuant to Texas Local Government Code Chapter 101.002, the City Council may manage and control the finances of the municipality;

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace, or order of the Town of Horizon City to adopt an ordinance establishing a budget for the upcoming fiscal year;

WHEREAS, the City has satisfied all statutory requirements for public notices and public hearings regarding the attached budget.

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

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. ENACTMENT

A. The Town of Horizon City' s budget for Fiscal Year 2025-2026, is attached hereto as ***Attachment " A "*** and incorporated into this Ordinance for all intents and purposes.

B. The Street Fund, effective October 1, 2013, and reauthorized on November 7, 2017, May 2, 2021 and May 5, 2025 is derived from sales tax revenue designated for making repairs and accomplishing maintenance and repair of streets existing within the Town of Horizon City as of November 2, 2010. Such funding shall be allocated and expended as provided by applicable state statutes.

C. The Economic Development Fund, effective October 1, 2013, is derived from sales tax revenue designated for use by the Horizon City Type 4B Economic Development Corporation ("EDC) in accordance with Chapter 505 of the Local Government Code. The Mayor of the City is authorized to transfer funds in the Economic Development Fund to the Horizon City Type 4B Economic Development Corporation for the use by the EDC as necessary and appropriate, or to direct the expenditure of the funds on behalf of the EDC in accordance with directives approved by the EDC Board of Directors.

D. The Mayor is hereby authorized to administratively make all necessary budget and fund transfers in conjunction with reimbursements made to the City by the Horizon City Type 4B Economic Development Corporation for the provision of City services to the EDC.

E. Department heads are hereby authorized to make administrative budget transfers not to exceed ten thousand dollars (\$10,000) each, provided that each transfer is within the same department. Budget transfers for personal services appropriations, capital acquisition appropriations, or impacting revenue accounts require the written approval of the Mayor.

F. The Mayor is authorized to make administrative budget transfers not to exceed twenty-five thousand dollars (\$25,000) each between departments and/or funds, to the extent permitted by law.

G. Budget transfers not exceeding one hundred thousand dollars (\$100,000) each may be authorized by a motion or resolution of the City Council at the same time as, and in conjunction with the approval of any expenditure to include a contract, purchase order or other authorization to procure goods or services; provided that each transfer is within the same department.

H. The Mayor or his designee is hereby authorized to administratively establish budgets for grants and similar awards when the applications or agreements relating to the grant or award have been approved by the City Council.

I. The Mayor is hereby authorized to accept, and appropriate funds associated with donations made to the City in the amount of one thousand dollars (\$1,000) or less; the City Council may by motion or resolution establish budgets for any other donations at the same time and in conjunction with accepting such donations.

J. The Mayor or designee is authorized to continue the Building Services Technology Fund by depositing into a separate fund in the city treasury the technology fee surcharge added to all building permits that are assessed and collected, which fee was authorized by the City Council Resolution on June 12, 2018 to enable the Building Services Department to collect a specified amount for the purpose of maintaining and upgrading their technology for the issues of permits and related building services, administered by or under the direction of the City Council.

3. FILING OF THE BUDGET

The City Clerk shall attach any required cover page to the adopted budget, file the budget in her office, and post a copy of the budget, including the cover page, on the website of the Town of Horizon City. The City Clerk shall post the record vote on the budget on the website until September 15, 2026, or the date the budget for the next fiscal year has been approved by the City Council.

4. 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.

5. 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.

6. EFFECTIVE DATE

This Ordinance shall be effective upon passage as provided for by law to adopt the budget for the Town of Horizon City for the fiscal year starting October 1, 2023.

7. PROPER NOTICE & MEETING

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 the meeting was given as required by the Open Meetings Act, Texas Government Code

Chapter 551. Notice was also provided as required by Section 52.011 and Section 102.0065 of the Texas Local Government Code.

PASSED & APPROVED this, the ____ day of September 2025, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Horizon City, Texas. (A record vote, if required, shall be recorded in the minutes of the Town of Horizon City.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
City Attorney

Attachment “A”

**Town of Horizon City
Fiscal year 2025-2026 Budget**

ORDINANCE NO. ____
TOWN OF HORIZON CITY
2025 TAX LEVY ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, TEXAS, APPROVING THE 2025 AD VALOREM TAX RATE AND LEVY OF ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY; PROVIDING FOR PENALTIES AND INTEREST; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; SEVERABILITY; SAVINGS CLAUSE; PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a budget to appropriate revenues generated for the use and support of the municipal government of the Town of Horizon City has been approved and adopted by the City Council of the Town of Horizon City as required by Section 102.009 of the Texas Local Government Code;

WHEREAS, the no-new revenue tax rate is the rate that will raise the same amount of property tax revenue from the same properties in both the 2024 and 2025 tax year;

WHEREAS, the tax rate proposed by the City Council of the Town of Horizon City is higher than the no-new revenue tax rate;

WHEREAS, the **voter approved rate** is the highest tax rate the City Council of the Town of Horizon City may adopt without voter approval;

WHEREAS, City Council of the Town of Horizon City proposes to adopt the **voter approved rate** for tax year 2025;

WHEREAS, a notice of the hearing on a proposed tax levy was published in the official newspaper for notice designated by the Town of Horizon City on August 14, 2025; and

WHEREAS, a public hearing on the proposed tax levy was held on September 10, 2025 as required by State law.

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

1. APPROVAL OF 2025 TAX RATE AND LEVY

That there be and is hereby levied and shall be assessed and collected for the year 2025, on all taxable property, real, personal and mixed, situated within the city limits of the Town of Horizon City, Texas (City), and not exempt by the Constitution of the State and valid state laws, voter approved ad valorem tax rate of .535368 **cents** (\$0.535368) on each One Hundred Dollars (\$100.00) assessed value of taxable property remains unchanged, and shall be apportioned and distributed as follows:

- (a) For the purpose of defraying the current expenses and budget of the municipal government of the City (maintenance and operations), a tax rate of .361492 cents (\$0.361492) on each One Hundred Dollars (\$100.00) assessed value of taxable property.
- (b) For the purpose of creating a sinking fund to pay the interest and principal maturities on all outstanding debt of the Town of Horizon City, not otherwise provided for, a tax rate of .173876 cents (\$0.173876) on each one hundred dollars (\$100.00) of assessed value of taxable property within the Town of Horizon City and shall be applied to the payment of interest and maturities of all such outstanding debt.

For purposes of disclosure regarding the Maintenance and Operations Tax Rate:

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

AND

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50 PERCENT (3.50%) AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$12.22.

1. ASSESSMENT AND COLLECTION OF TAXES; PENALTIES AND INTEREST

All taxes shall be collected by the person(s) authorized as the Tax Assessor /Collect or for the Town of Horizon City, in accordance with the Interlocal Governmental Agreement entered into by the Town for such purposes. All taxes shall become a lien upon the property against which assessed and the person(s) authorized as the Tax Assessor/Collector for the Town of Horizon City, Texas , shall by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal , for the payment of said taxes, penalty and interest, and the penalty and interest collected from such delinquent taxes shall be appropriated for the general fund of the Town of

Horizon City, Texas.

2. FINDINGS OF FACT

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

3. SEVERABILITY CLAUSE

That if any section, subsection, paragraph, clause, phrase, or provision of this Ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or provision thereof, other than the part so decided to be invalid or unconstitutional.

4. SAVINGS CLAUSE

That all previous tax levy ordinances shall remain in full force and effect, save and except as amended by this Ordinance.

5. PUBLICATION CLAUSE

The City Clerk of the Town of Horizon City, Texas, is hereby directed to post the notice required by Section 26.05 of the Texas Tax Code on the Town's website.

6. EFFECTIVE DATE

The necessity for making and approving the tax levy for the year, as required by the laws of the State of Texas, requires that this Ordinance shall take effect immediately from and after its passage, as the law in such case provides.

7. PROPER NOTICE & MEETING

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 September 2025, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Horizon City, Texas.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

First Reading _____
Second Reading _____

ORDINANCE NO. _____

2025 BUDGET AMENDMENT NO. 04

AN ORDINANCE AMENDING ORDINANCE NO. 0313 (AMENDMENT NO. 03) OF THE TOWN OF HORIZON CITY, ADOPTING THE MUNICIPAL BUDGET FOR THE 2025 FISCAL YEAR, TO ALLOW FOR THE BUDGETING AND EXPENDITURE OF FUNDS PURCHASE OF CITY VEHICLES; AND PROVIDING REPEALER AND SEVERABILITY CLAUSES.

WHEREAS, an Ordinance was enacted on the 10th day of September 2024, which adopted a budget for the fiscal year of October 1, 2024, to September 30, 2025, for the Town of Horizon City; and

WHEREAS, it is now necessary to amend said budget for municipal purposes to establish the funding to purchase two vehicles for use of City personnel and elected officials while on City business, as this funding and expenditures necessary to provide financial services 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 _____, 2025, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Horizon City, Texas.

TOWN OF HORIZON CITY:

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth, City Attorney

First Reading _____
Second Reading _____

ATTACHMENT “A”

Town of Horizon City

2025 Budget Amendment No. 3

General Fund

Account		Current Budgeted Amount	Amendment	Revised Budgeted Amount
Stormwater Department				
01-511-5080	Travel	\$ 2,196.00	\$ (2,196.00)	\$ -
01-511-5410	Contract Labor	32,941.00	(32,941.00)	-
01-511-5610	Rents - Equipment	3,185.00	(2,800.00)	385.00
01-511-5650	Maintenance - Rock walls and Fencing	8,784.00	(8,784.00)	-
01-507-6021	Equipment - Stormwater Management	33,177.00	(33,177.00)	-
Total Stormwater Department		\$ 80,283.00	\$ (79,898.00)	\$ 385.00
Streets Department				
01-504-5080	Travel	\$ 1,647.00	\$ (1,647.00)	\$ -
01-504-5220	Materials & Supplies	3,843.00	(1,665.00)	2,178.00
01-504-5230	Street Signs	2,665.00	(2,000.00)	665.00
01-504-5250	Office Supplies	769.00	(500.00)	269.00
01-504-5260	Furniture & Equipment < \$2,500	9,553.00	(6,000.00)	3,553.00
01-504-5410	Contract Labor	5,330.00	(4,000.00)	1,330.00
01-504-5500	Maintenance - Surfaces	14,311.00	(14,000.00)	311.00
01-504-5540	Maintenance - Bldg	1,098.00	(1,200.00)	(102.00)
01-504-5550	Maintenance - Equipment	37,312.00	(30,000.00)	7,312.00
01-504-5590	Telephone & Communications	4,393.00	(500.00)	3,893.00
01-504-5610	Rents - Equipment	1,208.00	(500.00)	708.00
01-504-5640	Software Licensing	439.00	(400.00)	39.00
01-504-5650	Maintenance - Rock walls and Fencing	3,843.00	(3,800.00)	43.00
01-507-6024	Equipment - Streets	50,000.00	(50,000.00)	-
Total Streets Department		\$ 136,411.00	\$ (116,212.00)	\$ 20,199.00
Parks Department				
01-507-6348	Construction - Contracted (Parks)	\$ 9,412.00	\$ 196,110.00	205,522.00
Total Parks Department		\$ 9,412.00	\$ 196,110.00	\$ 205,522.00

**TOWN OF HORIZON CITY
2025 BUDGET AMENDMENT 04
GENERAL FUND**

<u>Account</u>	<u>Current Budgeted Amount</u>	<u>Amendment</u>	<u>Revised Budgeted Amount</u>
Salaries - Public Safety 01-505-5010	\$2,440,469.00	(\$58,000.00)	\$2,382,469.00
Vehicles - Administration 01-507-6030	\$0.00	\$58,000.00	\$58,000.00

August 8, 2025

Honorable Mayor Andres Renteria
and Members of Town Council
Town of Horizon City, Texas
14999 Darrington
Horizon City, Texas 79928

We are pleased to confirm our understanding of the services we are to provide for the Town of Horizon City, Texas for the year ended September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the Town of Horizon City, Texas as of and for the year ended September 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Horizon City, Texas' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Horizon City, Texas' RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules.
- 3) Schedule of Changes in Net Pension Liability and Related Ratios.
- 4) Schedule of Pension Contribution.
- 5) Schedule of Changes in Total Other Post-Employment Benefit Liability and Related Ratios.
- 6) Schedule of Other Post-Employment Benefit Contributions.

Audit Scope and Objectives (Continued)

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Horizon City, Texas' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining non-major fund balance sheet.
- 2) Combining non-major fund statements of revenues, expenditures, and changes in fund balance.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatements, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s), in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Auditor's Responsibilities for the Audit of the Financial Statements (Continued)

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Horizon City, Texas' compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town of Horizon City Texas' major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Town of Horizon City Texas' compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Responsibilities of Management for the Financial Statements (Continued)

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

Responsibilities of Management for the Financial Statements (Continued)

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements, RSI, other supplementary information, and related notes of the Town of Horizon City, Texas in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, RSI, other supplementary information, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, RSI, other supplementary information, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, RSI, other supplementary information, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification.^{ss} The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Town of Horizon City, Texas; however, management is responsible for the distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Engagement Administration, Fees, and Other (Continued)

The audit documentation for this engagement is the property of SBNG, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to grantor agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of SBNG, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the grantor agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Tello A. Cabrera is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately December 15, 2025.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, word processing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. We estimate that our fees for these services will be as follows:

Audit and preparation of financial statements	\$45,500
Single Audit	\$9,900

You will also be billed for out-of-pocket costs such as report production, word processing, postage, travel, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your engagement. Our standard hourly rates are as follows:

Shareholder	\$305
Manager	\$200
Supervisor	\$150
Senior	\$120-\$135
Staff	\$95-\$110
Clerical	\$65

Engagement Administration, Fees, and Other (Continued)

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

To ensure that SBNG, PC's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Reporting

We will issue a written report upon completion of our audit of the Town of Horizon City, Texas' financial statements. Our report will be addressed to the Management and the Governing Board of Town of Horizon City, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Honorable Mayor Andres Renteria
Town of Horizon City, Texas
Page 11

Reporting (Continued)

We appreciate the opportunity to be of service to the Town of Horizon City, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

SBNG, PC

SBNG, PC

RESPONSE:

This letter correctly sets forth the understanding of Town of Horizon City, Texas.

Management signature: _____

Title: _____



August 28, 2025

Elvia Schuller
City Clerk
Town of Horizon City
14999 Darrington Rd
Horizon City, TX 79928-7442

Dear Ms. Schuller:

We are pleased to enclose a model ordinance for your town to adopt:

2 To 1 City Matching Ratio

Effective January 1, 2026

As reflected in the Plan Change Study you previously received, when the town's matching ratio is increased, the town's contribution rate will increase to **6.66%** beginning January 1, 2026.

Please make sure the ordinance is adopted and signed before the effective date. When the ordinance is adopted, please send a copy to City Services at cityservices@tmrs.com.

If you have any questions about the model ordinance or anything else, please call me at 512-225-3742.

Sincerely,

A handwritten signature in blue ink, appearing to read "Colin Davidson", is written over a light blue circular stamp.

Colin Davidson
Director of City and Member Services

TOWN OF HORIZON CITY, TEXAS

ORDINANCE NO. _____

AN ORDINANCE REGARDING THE TOWN OF HORIZON CITY, TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS TO INCREASE THE CITY'S MATCHING RATIO TO 6.66%.

WHEREAS, the Town of Horizon City, Texas (the "City"), elected to participate in the Texas Municipal Retirement System (the "System" or "TMRS") pursuant to Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act");

WHEREAS, each person who is or becomes an employee of the City on or after the effective date of the City's participation in the System in a position that normally requires services of 1,000 hours or more per year ("Employee") shall be a member of the System ("Member") as a condition of their employment;

WHEREAS, pursuant to TMRS Act §855.501, the City is electing to change its "current service annuity reserve on retirement" for its Members, which is more commonly referred to as its City matching ratio; and

WHEREAS, the City Council finds that it is in the public interest to, in accordance with TMRS Act §855.501, authorize a change in the City's matching ratio so that the City's match of an Employee's contributions at retirement is increased.

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

Authorization of a Change in City Matching Ratio on the Retirement of TMRS Members Who Were Employees.

(a) For each month of current service rendered to the City by a Member after the effective date of this Ordinance, the City elects to provide, at the time of such Member's retirement, a sum that is **200%** of such Member's accumulated contributions (as defined in the TMRS Act) for such month of employment and said sum shall be a liability of the City's account in the System's benefit accumulation fund in accordance with TMRS Act §§854.002 and 855.501.

(b) The change in City contributions shall be effective on the January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1.

Passed and approved the ____ day of _____, 2025.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

APPROVED AS TO CONTENT:

By: _____
Elvia Schuller, City Clerk

By: _____
Lilia Gaytan, Finance Director

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth, City Attorney

RANCHO DESIERTO BELLO UNIT SIXTEEN

A PORTION OF LEIGH CLARK SURVEY No. 297,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 21.481 ACRES ±

PROPOSED LAND USE RESIDENTIAL

RESIDENTIAL LOTS = 74
POND LOTS = 1

SCHOOL DISTRICT CLINT INDEPENDENT SCHOOL DISTRICT

DEDICATION

VIVA LAND VENTURES, LP, the owner of this land, does hereby present this map and dedicate their respective portions of property to the use of the public, the streets, drives, ponding area, drainage right-of-way, and utility easements as hereon laid out 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 _____, 2025.

Greg DiDonna, President
VIVA LAND VENTURES, LP

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared Greg DiDonna, President, VIVA LAND VENTURES, LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same as the act and deed for the purpose and consideration herein expressed.

Given under my hand and seal of office this _____ day of _____, 2025.

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 _____, 2025.

Accepted and adopted by the City Council of Town of Horizon City this _____ day of _____, 2025.

Elvia Schuller, City Clerk

Andres Renteria, Mayor

Approved for filing this _____ day of _____, 2025.

HUITT-ZOLLARS, INC. (Town Engineer)
by Floyd Johnson, P.E.,
Vice President

FILING

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this _____ day of _____, 2025, in Volume _____ of the Plat Records,
Page _____, File No. _____.

County Clerk

by Deputy

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

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

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

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

OWNER
VIVA LAND VENTURES, LP.
11427 ROJAS DRIVE
EL PASO, TEXAS 79936
(915)859-8900
CONTACT: GREG DIDONNA

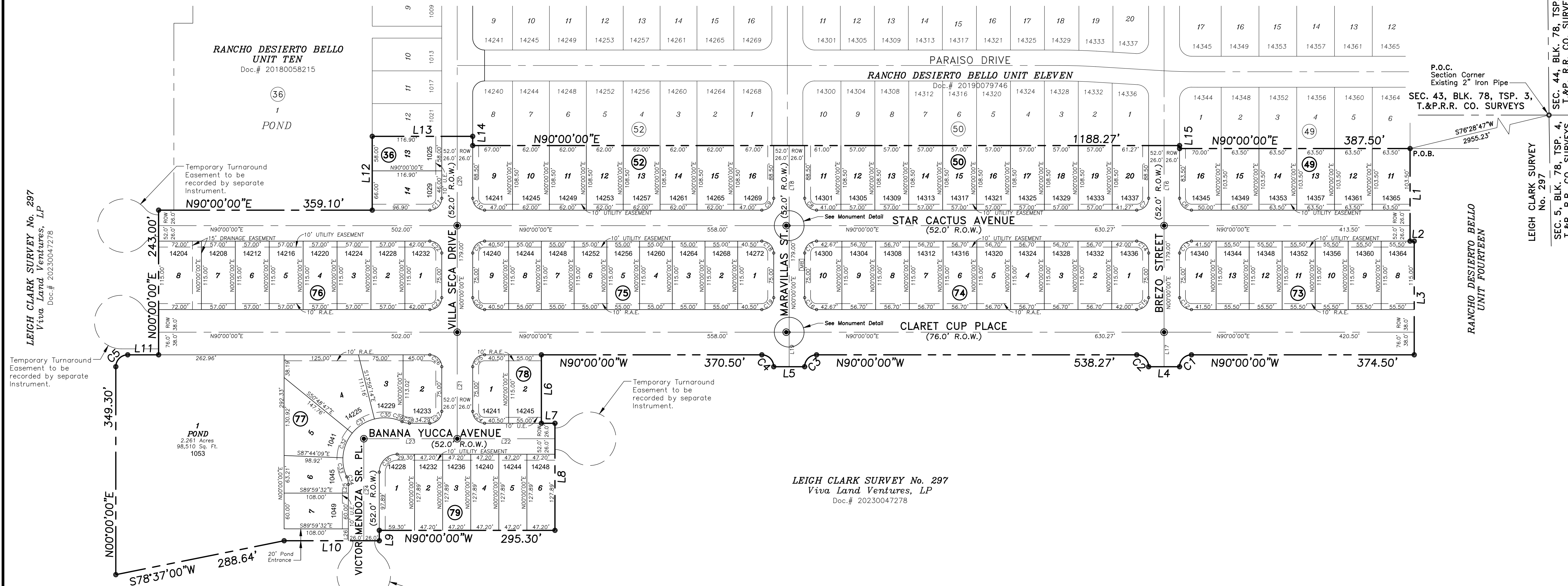
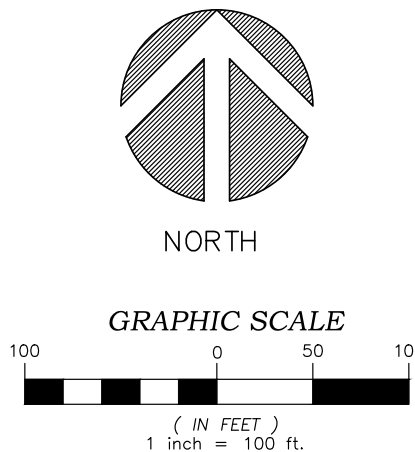


SURVEYOR
Land-Mark Professional
Surveying, Inc.
1420 Beasler Drive, Suite "A"
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm
Registration Number 10125900
email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico
and Arizona"

DATE OF PREPARATION: JANUARY 31, 2025
DATE OF LAST REVISION: MAY 12, 2025

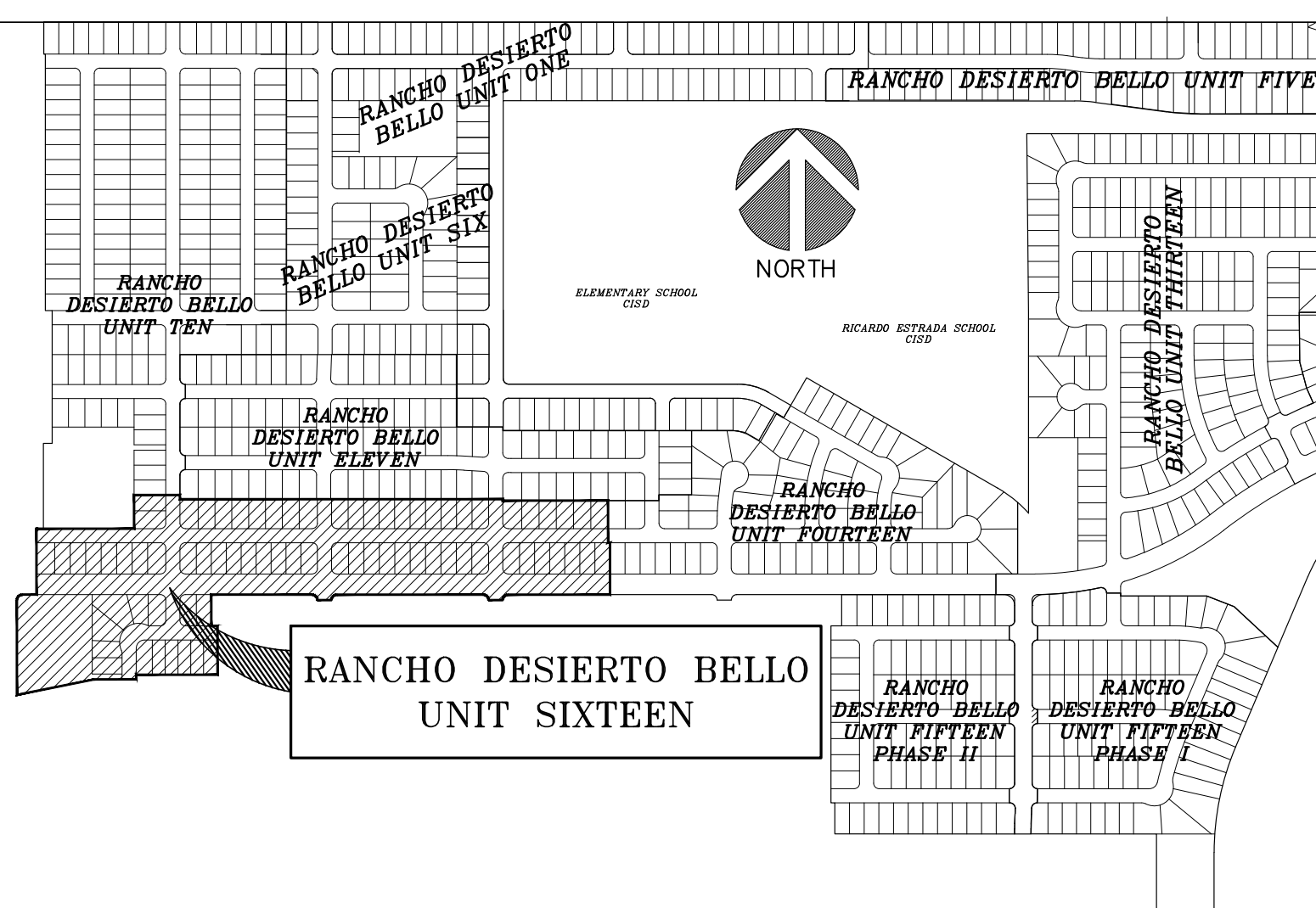
LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- STREET CENTERLINE
- EASEMENT LINE
- U.S. POSTAL SERVICE COLLECTION BOX UNITS
- 73 BLOCK NUMBER
- 12 LOT NUMBER
- 14572 ADDRESS
- PROPOSED CITY MONUMENT
- RESTRICTIVE ACCESS EASEMENT
- UTILITY EASEMENT



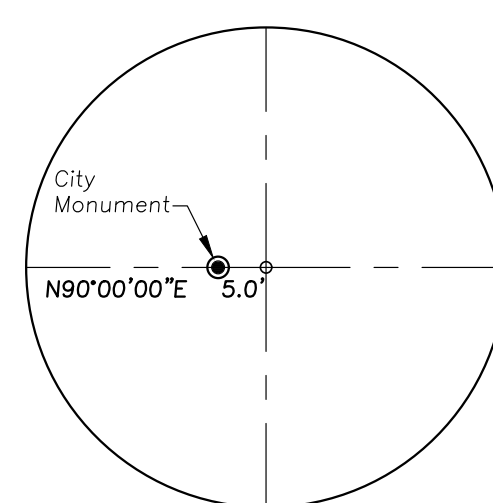
LOCATION MAP

SCALE: 1"=600'



MONUMENT DETAIL

MARAVILLAS STREET & STAR CACTUS AVENUE
MARAVILLAS STREET & CLARET CUP PLACE



BENCHMARK
CITY MONUMENT AT THE CENTERLINE INTERSECTION OF
MARAVILLAS STREET AND PARAISO DRIVE.
ELEVATION 4011.29' (NAVD 88 DATUM)

RANCHO DESIERTO BELLO
UNIT SIXTEEN

A PORTION OF LEIGH CLARK SURVEY No. 297,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 21.481 ACRES ±

METES & BOUNDS DESCRIPTION

COMMENCING, for reference, at an existing 2-inch iron pipe located at the common east corner of Section 43, Block 76, Township 3, Texas and Pacific Railroad Company Surveys and Leigh Clark Survey No. 297; THENCE, South 76°26'47" West, a distance of 2955.23 feet to a point lying in the southerly boundary line of Rancho Desierto Bello Unit Eleven, for a corner of this parcel and the POINT OF BEGINNING of this parcel description;

THENCE, South 00°00'00" East, departing said boundary line of Rancho Desierto Bello Unit Eleven, a distance of 155.50 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" East, a distance of 7.00 feet to a point, for a corner of this parcel;

THENCE, South 00°00'00" East, a distance of 191.00 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" West, a distance of 374.50 feet to a point, for a corner of this parcel;

THENCE, Southwesterly with the arc of a curve to the left, a distance of 31.42 feet to a point, for a corner of this parcel; said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears South 45°00'00" West, a distance of 28.28 feet;

THENCE, North 90°00'00" West, a distance of 52.00 feet to a point, for a corner of this parcel;

THENCE, Northwestery with the arc of a curve to the left, a distance of 31.42 feet to a point, for a corner of this parcel; said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears North 45°00'00" West, a distance of 28.28 feet;

THENCE, North 90°00'00" West, a distance of 538.27 feet to a point, for a corner of this parcel;

THENCE, Southwesterly with the arc of a curve to the left, a distance of 31.42 feet to a point, for a corner of this parcel; said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears South 45°00'00" West, a distance of 28.28 feet;

THENCE, North 90°00'00" West, a distance of 52.00 feet to a point, for a corner of this parcel;

THENCE, Northwestery with the arc of a curve to the left, a distance of 31.42 feet to a point, for a corner of this parcel; said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears North 45°00'00" West, a distance of 28.28 feet;

THENCE, North 90°00'00" East, a distance of 370.50 feet to a point, for a corner of this parcel;

THENCE, South 00°00'00" East, a distance of 115.00 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" East, a distance of 22.80 feet to a point, for a corner of this parcel;

THENCE, South 00°00'00" East, a distance of 179.89 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" West, a distance of 295.30 feet to a point, for a corner of this parcel;

THENCE, South 00°00'00" East, a distance of 17.44 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" West, a distance of 160.00 feet to a point, for a corner of this parcel;

THENCE, South 76°37'00" West, a distance of 288.64 feet to a point, for a corner of this parcel;

THENCE, North 00°00'00" East, a distance of 349.30 feet to a point, for a corner of this parcel;

THENCE, Northeasterly with the arc of a curve to the right, a distance of 31.42 feet to a point, for a corner of this parcel; said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears North 45°00'00" East, a distance of 28.28 feet;

THENCE, North 90°00'00" East, a distance of 51.96 feet to a point, for a corner of this parcel;

THENCE, North 00°00'00" East, a distance of 243.00 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" East, with the southerly boundary line of Rancho Desierto Bello Unit Ten, a distance of 359.10 feet to a point, for a corner of this parcel;

THENCE, North 00°00'00" West, continuing with said boundary line of Rancho Desierto Bello Unit Ten, a distance of 124.00 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" East, continuing with said boundary line of Rancho Desierto Bello Unit Ten, a distance of 168.80 feet to a point in the westerly boundary line of Rancho Desierto Bello Unit Eleven, for a corner of this parcel;

THENCE, South 00°00'00" East, with said boundary line of Rancho Desierto Bello Unit Eleven, a distance of 15.50 feet to a point at the southwesterly corner of said Rancho Desierto Bello Unit Eleven, for a corner of this parcel;

THENCE, North 90°00'00" East, with said southerly boundary line of Rancho Desierto Bello Unit Eleven, a distance of 1188.27 feet to a point, for a corner of this parcel;

THENCE, South 00°00'00" East, continuing with said southerly boundary line of Rancho Desierto Bello Unit Eleven, a distance of 5.00 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" East, continuing with said southerly boundary line of Rancho Desierto Bello Unit Eleven, a distance of 387.50 feet to the POINT OF BEGINNING.

Said parcel contains 21.481 Acres (935,730 Square feet) more or less.

PLAT NOTES AND RESTRICTIONS

- BEARINGS ARE BASED ON UNDERLYING DEED. DOC.# 20230047278.
- = 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. _____
- 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 SIXTEEN BY THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT IN ACCORDANCE WITH THEIR RULES AND REGULATIONS AND WITH SECTION 16.343 OF THE TEXAS WATER CODE. WATER AND SEWER SERVICES WILL BE EXTENDED TO THE SUBDIVISION FROM EXISTING FACILITIES AND WILL BE CONSTRUCTED TO SERVE THE SUBDIVISION WITHIN ONE YEAR OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
- ACCESS TO LOTS 8-14, BLOCK 73, LOTS 1-10, BLOCK 74, LOTS 1-9, BLOCK 75, LOTS 1-8, BLOCK 76, LOTS 1 & 2, BLOCK 78, LOTS 2-4, BLOCK 77, ABUTTING CLARET CUP PLACE, SHALL BE FROM OTHER DEDICATED STRIPS ONLY.

AREA TABLE		
DESCRIPTION	ACRES	SQ. FT.
RESIDENTIAL	11.364	495,035
RIGHT-OF-WAY	7.856	342,185
POND	2.261	98,510
TOTAL	21.481	935,729

STREET TABLE			
NORTH - SOUTH	LENGTH	EAST - WEST	LENGTH
VILLA SECA DRIVE	508.00'	CLARET CUP PLACE	2110.77'
MARAVILLAS STREET	371.50'	STAR CACTUS AVENUE	2103.77'
BREZO STREET	371.50'	BANANA YUCCA AVENUE	321.30'
VICTOR MENDOZA SR. PLACE	171.33'		

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°00'00"E	155.50'
L2	N90°00'00"E	7.00'
L3	S00°00'00"E	191.00'
L4	N90°00'00"W	52.00'
L5	N90°00'00"W	52.00'
L6	S00°00'00"E	115.00'
L7	N90°00'00"E	22.80'
L8	S00°00'00"E	179.89'
L9	S00°00'00"E	17.44'
L10	N90°00'00"W	160.00'
L11	N90°00'00"E	51.96'
L12	N00°00'00"W	124.00'
L13	N90°00'00"E	168.90'
L14	S00°00'00"E	15.50'
L15	S00°00'00"E	5.00'
L16	N00°00'00"E	134.50'
L17	N00°00'00"E	58.00'
L18	N00°00'00"E	134.50'
L19	N00°00'00"E	58.00'
L20	N00°00'00"E	150.00'
L21	N00°00'00"E	179.00'
L22	N90°00'00"E	164.30'
L23	N90°00'00"E	157.00'
L24	N00°00'00"E	171.33'
L25	S00°00'00"E	14.62'
L26	S00°00'00"E	20.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C2	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C3	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C4	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C5	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C6	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C7	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C8	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C9	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C10	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C11	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C12	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C13	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C14	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C15	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C16	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C17	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C18	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C19	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C20	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C21	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C22	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C23	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C24	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C25	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C26	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C27	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C28	30.00'	10.95'	10.89'	S79°32'22"E	20°55'16"
C29	30.00'	2.02'	2.02'	S67°08'44"E	3°52'00"
C30	70.00'	47.37'	46.47'	N84°35'59"W	38°46'29"
C31	70.00'	44.99'	44.22'	S57°36'00"W	36°49'33"
C32	70.00'	45.11'	44.33'	S20°43'32"W	36°55'22"
C33	70.00'	33.05'	32.74'	S11°15'42"E	27°03'06"
C34	30.00'	12.98'	12.88'	N12°23'38"W	24°47'15"
C35	30.00'	47.12'	42.43'	S45°00'00"W	90°00'00"

LOT AREA TABLE		
BLOCK & LOT #	SQ. FT.	ACRES
Block 36, Lot 13	6,780	0.156
Block 36, Lot 14	7,630	0.175
Block 49, Lot 11	6,572	0.151
Block 49, Lot 12	6,572	0.151
Block 49, Lot 13	6,572	0.151
Block 49, Lot 14	6,572	0.151
Block 49, Lot 15	6,572	0.151
Block 49, Lot 16	7,159	0.164
Block 50, Lot 11	6,533	0.150
Block 50, Lot 12	6,184	0.142
Block 50, Lot 13	6,184	0.142
Block 50, Lot 14	6,184	0.142
Block 50, Lot 15	6,185	0.142
Block 50, Lot 16	6,185	0.142
Block 50, Lot 17	6,185	0.142
Block 50, Lot 18	6,185	0.142
Block 50, Lot 19	6,184	0.142
Block 50, Lot 20	6,562	0.151
Block 52, Lot 09	7,184	0.165
Block 52, Lot 10	6,727	0.154
Block 52, Lot 11	6,727	0.154
Block 52, Lot 12	6,727	0.154
Block 52, Lot 13	6,727	0.154
Block 52, Lot 14	6,727	0.154
Block 52, Lot 15	6,727	0.154
Block 52, Lot 16	7,184	0.165
Block 73, Lot 08	6,383	0.147
Block 73, Lot 09	6,383	0.147
Block 73, Lot 10	6,383	0.147
Block 73, Lot 11	6,383	0.147
Block 73, Lot 12	6,383	0.147
Block 73, Lot 13	6,383	0.147
Block 73, Lot 14	6,901	0.158
Block 74, Lot 01	6,958	0.160
Block 74, Lot 02	6,521	0.150
Block 74, Lot 03	6,521	0.150
Block 74, Lot 04	6,521	0.150
Block 74, Lot 05	6,521	0.150

LOT AREA TABLE		
BLOCK & LOT #	SQ. FT.	ACRES
Block 74, Lot 06	6,521	0.150
Block 74, Lot 07	6,521	0.150
Block 74, Lot 08	6,521	0.150
Block 74, Lot 09	6,521	0.150
Block 74, Lot 10	7,035	0.162
Block 75, Lot 01	6,786	0.156
Block 75, Lot 02	6,325	0.145
Block 75, Lot 03	6,325	0.145
Block 75, Lot 04	6,325	0.145
Block 75, Lot 05	6,325	0.145
Block 75, Lot 06	6,325	0.145
Block 75, Lot 07	6,325	0.145
Block 75, Lot 08	6,325	0.145
Block 75, Lot 09	6,786	0.156
Block 76, Lot 01	6,958	0.160
Block 76, Lot 02	6,555	0.150
Block 76, Lot 03	6,555	0.150
Block 76, Lot 04	6,555	0.150
Block 76, Lot 05	6,555	0.150
Block 76, Lot 06	6,555	0.150
Block 76, Lot 07	6,555	0.150
Block 76, Lot 08	8,280	0.190
Block 77, Lot 01 (Pond)	98,510	2.261
Block 77, Lot 02	7,296	0.168
Block 77, Lot 03	6,627	0.152
Block 77, Lot 04	12,635	0.290
Block 77, Lot 05	9,470	0.217
Block 77, Lot 06	6,354	0.146
Block 77, Lot 07	6,479	0.149
Block 78, Lot 01	6,786	0.156
Block 78, Lot 02	6,325	0.145
Block 79, Lot 01	7,389	0.170
Block 79, Lot 02	6,035	0.139
Block 79, Lot 03	6,035	0.139
Block 79, Lot 04	6,036	0.139
Block 79, Lot 05	6,036	0.139
Block 79, Lot 06	6,036	0.139

SURVEYOR

ENGINEER



Engineering Solutions

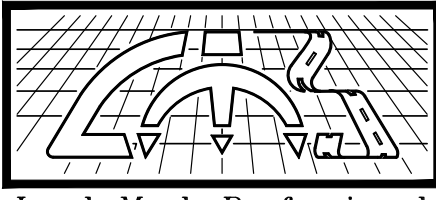
110 Mesa Park Drive, Suite 200
El Paso, Texas 79912
Office (915) 852-6005
Fax (915) 629-8006

TBPE FIRM No. 13087

6101 W. Courtyard Dr. Bldg. 1, Suite 100
Austin, Texas 78736
Office (512) 355-4049
Fax (512) 366-5274

OWNER

VIVA LAND VENTURES, LP.
11427 ROJAS DRIVE
EL PASO, TEXAS 79936
(915)859-8900
CONTACT: GREG DIDONNA



Land-Mark Professional
Surveying, Inc.
1420 Beasmer 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"

Good afternoon Art,

Yes, can we please remove the Early Start application? We've decided to resubmit it to allow more time for the contractor to complete the necessary work.

Please let me know if any further action is needed on our end.

Thank you,



Karen Barraza | Project Manager

P: (915) 852-9093 • F: (915) 629-8506

110 Mesa Park, Ste. 200

El Paso, Texas 79912



TOWN OF HORIZON CITY
MEMORANDUM

Date: June 10, 2025

To: Honorable Mayor and Members of City Council

From: Art Rubio, Chief Planner

SUBJECT: On the **Final Subdivision Plat** application for **Rancho Desierto Bello Unit 16 (Case No. SDO25-0001)** to reaffirm approval and allow recording of the plat prior to the completion of all required improvements secured by sufficient bond. The subject property is legally described as a Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 21.481 acres ±. Application submitted by TRE & Associates, LLC.

On October 10, 2023, the City Council unanimously voted to recommend approval of the Preliminary Subdivision Plat (Case No. SDP23-0001). On April 09, 2024, the City Council unanimously voted to recommend approval of the Final Subdivision Plat (Case No. SDF24-0001)

The applicant request that City Council authorizes the issuance of conditional building permits for eleven (11) new residential structures (15% of 74 lots) for Rancho Desierto Bello Unit 16 Subdivision Plat after the subdivision plat approval has been reaffirmed but prior to the completion of all public subdivision improvements secured by sufficient bond and subject to conditions of development included on the Resolution.

Staff recommends approval of the issuance of conditional building permits for eleven (11) new residential structures as permitted by Horizon City Policy.

RESOLUTION
TOWN OF HORIZON CITY, TEXAS

WHEREAS, Texas Local Government Code Section 212.046 prohibits the issuance of building permits until a development plat is filed with and approved by the municipality;

WHEREAS, the Town of Horizon City has adopted Ordinance No. 0035, Regulations for Subdivisions, which require public subdivision improvements be completed prior to recordation of the subdivision plat, and the issuance of building permits usually occurs following the completion of the public improvements and recordation of the final plat;

WHEREAS, local developers have requested that the City allow certain permits to be issued for lots within subdivisions in which the construction of public subdivision improvements have begun following the approval of the final subdivision plat by the City but before such plat has been recorded and the subdivision improvements completed, inspected, recorded, dedicated and accepted for maintenance;

WHEREAS, City staff has worked with the Fire Marshal of the El Paso County Emergency Services District #1 to develop a policy whereby permits may be issued for a limited number of lots in a subdivision, provided that public subdivision improvements have been completed to ensure adequate access for emergency services to the permitted lots, including operational fire hydrants, access to nearest improved roadways, construction of a minimal level road improvements;

WHEREAS, said policy also requires the developer to provide a bond or other financial security to the City to guarantee available funds for the completion of all required public subdivision improvements;

WHEREAS, City staff recommends allowing applicant a limited number of permits in an approved subdivision be issued following approval of a final subdivision plat but prior to completion of the public subdivision improvements and recording of the subdivision plat and dedication of public improvements, provided that such construction permits will be for limited number of lots and subject to conditions to allow emergency services access and financial security to assure that the subdivision improvements to be dedicated for public use are completed; and

WHEREAS, the owner of **Rancho Desierto Bello Unit 16 Subdivision** located in the Town of Horizon City has requested approval of early start construction by the use of conditional building permits and has satisfied all the conditions of the City's policy

NOW, THEREFORE BE IT RESOLVED by the City Council of the Town of Horizon City as follows:

The City Council authorizes the issuance of conditional building permits for eleven (11) new residential structures (15% of 74 lots) for **Rancho Desierto Bello Unit 16 Subdivision Plat** after the subdivision plat approval has been reaffirmed but prior to the completion of all public subdivision improvements, subject to the following conditions:

- 1) Fire hydrant(s) must be installed within 500 feet of the subject lots. Such fire hydrants shall be flow tested and charged. Written confirmation from the Horizon Regional Municipal Utility District (HRMUD) stating that the testing and charging requirements have been met shall be provided prior to commencement of any construction.
- 2) The subject lots for which conditional permits will be issued shall be located along the street(s) within the subdivision that are closest to an improved public roadway.
- 3) The access roadways to the subject lots shall be constructed to the extent that curb and gutter have been completed and, at a minimum, be improved with tested and field-approved base course by the Town Engineer, or his designee.
- 4) Work done under any Conditional Building Permit cannot be concealed and shall remain open for inspection and can only proceed to the point where the next sequential inspection is required.
- 5) The application for approval of the Final Subdivision Plat and the financial security required by Section 4.10.3 of the Town's Subdivision Ordinance No. 0035 for the completion of all public improvements in the subdivision shall be submitted and approved prior to the commencement of construction under any conditional building permit.
- 6) Prior to the completion of the public improvements or any construction of the residential units on the lots, the final subdivision plat shall be recorded.

- 7) No final Inspection will be carried out, nor will any Certificates of Occupancy be issued by the Building Official until all of the public improvements have been completed, inspected, dedicated and accepted by the Town for maintenance.

Passed and approved the _____ day of April 2025.

TOWN OF HORIZON CITY, TEXAS

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth, City Attorney

DEVELOPER CERTIFICATION
Conditional Building Permit (for Early Start Construction)

Developer/Owner Name: SDC Development LLC
Subdivision: Rancho Desierto Bello 16
Subdivision Address: See Plat
Preliminary Plat Approval Date: October 10, 2023
Conditional Permit Requested for Number of Lots: 11
Identify Lots/Addresses: 14344, 14348, 14352, 14356, 14360, 14364, 14349, 14353,
14357, 14361 and 14365 Star Cactus Ave.
Description of Work: Home Construction
Permit No. _____

I certify that I am the owner of the property and I have received approval of a Final Subdivision Plat for the above-referenced subdivision and such plat has been recorded and filed of record with the County of El Paso Clerk's Office. I have requested that the Town of Horizon City issue a Conditional Building Permit for a portion of the lots in the subdivision which does not exceed 15% of the total number of lots or the maximum number of 20 lots, whichever is less, as further identified above, prior to the acceptance of the public subdivision improvements.

I assume all risk and responsibility due to the construction of the work included in any Conditional Building Permit, and will strictly adhere to all code requirements. In the event that I cannot obtain final inspection, approval and acceptance for the subdivision improvements, it will be my responsibility to return the subject site to its condition prior to commencement of construction.

I acknowledge that in order to expedite the issuance of the Conditional Building Permit, the Town of Horizon City has imposed certain conditions and that I am responsible for satisfying those conditions as they apply to work included in any Conditional Building Permit, as follows:

- 1) The total number of Conditional Building Permits may not exceed 15% of the total number of lots in the subject subdivision and, in any event, shall not exceed a maximum number of 20 Conditional Building Permits in any subdivision.
- 2) Fire hydrant(s) must be installed within 500 feet of the subject lots. Such fire hydrants shall be flow tested and charged. Written confirmation from the Horizon Regional Municipal Utility District (HRMUD) stating that the testing and charging requirements have been met shall be provided prior to commencement of any construction.
- 3) The subject lots shall be along the street(s) within the subdivision that are closest to the nearest improved public roadway.

- 4) The access roadways to the subject lots shall be constructed to the extent that curb and gutter have been completed and, at a minimum, be improved with tested and field-approved base course by the Town Engineer, or such other person as designated.
- 5) Work done under any Conditional Building Permit cannot be concealed and shall remain open for inspection and can only proceed to the point when the next sequential inspection is required.
- 6) The application for approval of the Final Subdivision Plat and the financial security required by Section 4.10.3 of the Town's Subdivision Ordinance No. 0035 for the completion of all public improvements in the subdivision shall be submitted and approved prior to the commencement of construction under any Conditional Building Permit.
- 7) Prior to the completion of the public improvements or any construction of the residential units on the lots, the Final Subdivision Plat shall be recorded.
- 8) No Final Inspection will be performed nor will any Certificates of Occupancy be issued by the Building Official until all of the public subdivision improvements have been completed, inspected, dedicated and accepted by the Town for maintenance.

I understand that I am responsible for notifying the Building Official in writing of the completion of these conditions and that failure to comply will result in a stop work order at the project and no work shall be proceed until these conditions are met.

I AGREE TO INDEMNIFY THE TOWN OF HORIZON CITY, ITS EMPLOYEES, REPRESENTATIVES AND AGENTS (INDEMNIFIED PARTIES) AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM ANY AND ALL LIABILITY, LOSS OR EXPENDITURE OF ANY KIND OR NATURE WHICH MAY BE SUSTAINED AS A RESULT OF THE CONSTRUCTION UNDER ANY CONDITIONAL BUILDING PERMIT ISSUED.

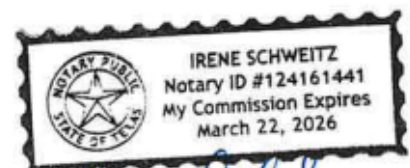
All contractors must be registered with the Town of Horizon City.

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED HEREIN TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Victor Mendoza
Owner's Name (Print)

[Signature]
Signature

5/20/25
Date



[Signature]

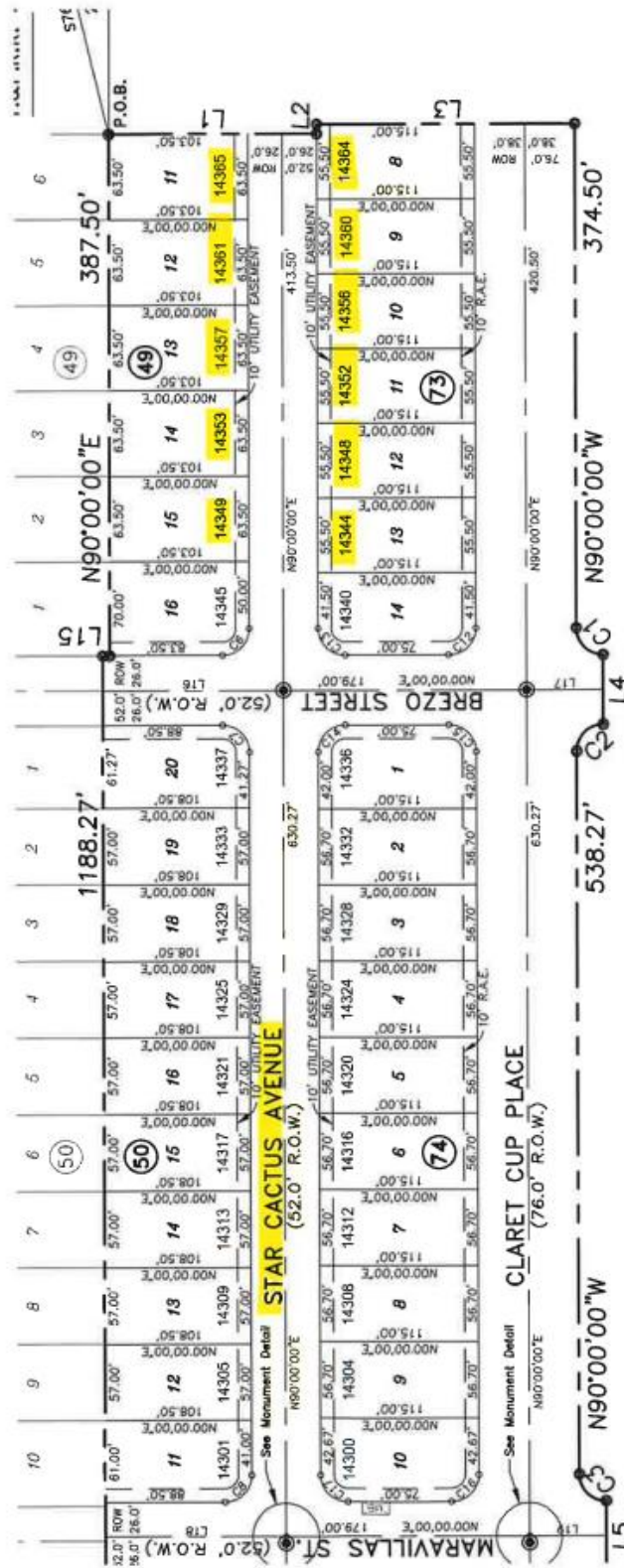
Developer Certification – Early Start

2

Good afternoon Irene,

Can you please help us with the attached developer certification for RDB 16? I've also attached the one that you sent me for RDB 14 for reference.

The image below is for the RDB 16 early start also for application reference.



Thank you,

TRE ASSOCIATES
Engineering Solutions
Karen Barraza | Project Manager
P: (915) 852-9093 • F: (915) 629-8506
110 Mesa Park, Ste. 200
El Paso, Texas 79912

Good afternoon Art,

Yes, can we please remove the Early Start application? We've decided to resubmit it to allow more time for the contractor to complete the necessary work.

Please let me know if any further action is needed on our end.

Thank you,



Karen Barraza | Project Manager

P: (915) 852-9093 • F: (915) 629-8506

110 Mesa Park, Ste. 200

El Paso, Texas 79912

TOWN OF HORIZON CITY, TEXAS
RESOLUTION

That the Mayor is authorized to sign a Subdivision Construction Agreement by and between Hunt Communities GP, LLC (“Subdivider”) and the Town of Horizon City (“Town”) for the purpose of allowing Subdivider to record Desert Breeze Unit 3 prior to completing required subdivision improvements after providing a Performance Bond in the amount of \$333,804.59 to secure completion of all subdivision improvements.

Passed and approved the ____ day of _____, 2025.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth

Resolution Hunt
Subdivider Agreement

PLAT NOTES AND RESTRICTIONS:

- THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO DESERT BREEZE UNIT THREE IN ACCORDANCE WITH THE TEXAS WATER CODE, WATER AND SEWER REGULATIONS AND WITH SECTION 16.343 OF THE TEXAS WATER CODE. WATER AND SEWER SERVICES WILL BE EXTENDED TO THE SUBDIVISION FROM EXISTING FACILITIES TO SERVE THIS SUBDIVISION WITHIN TWO (2) YEARS OF DATE OF THE FILING OF THIS PLAT.
- THIS SYMBOL Δ REPRESENTS ALL PROPOSED STREET MONUMENT LOCATIONS.
- PROPERTY CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
- SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED TX 5572, UNLESS OTHERWISE NOTED, AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
- NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
- BUILDER SHALL CONSTRUCT A 5 (FIVE) FOOT WIDE CONCRETE SIDEWALK AS PART OF THE CONSTRUCTION OF EACH LOT. THE SIDEWALK SHALL BE LOCATED ON THE REAR AND SIDES OF EACH LOT WHERE THE LOT ADJUTS A PUBLIC ROAD. RIFTON COURT AND ANDREPOINT STREET SHALL BE CONSTRUCTED BY THE DEVELOPER.
- BUILDER SHALL CONSTRUCT CONCRETE DRIVEWAYS BETWEEN THE ROAD CURB AND THE PROPERTY LINE AS PART OF THE CONSTRUCTION OF IMPROVEMENTS.
- THIS PROPERTY LIES IN ZONE X, AS DESIGNATED BY F.E.M.A.: COUNTY OF EL PASO. COMMUNITY PANEL #490 212 0250 B, DATED SEPTEMBER 4, 1991. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE UNINSURABLE UNDER THE STANDARD AUTOMATIC HOMEOWNING POLICY (S.A.H.P.) OF THE INSURANCE COMPANY THROUGH 4127). 11000 INSURANCE ACT OF 1998 (42 U.S.C. SECTION 4001 THROUGH 4127).
- LOT OWNERS SHALL BE RESPONSIBLE FOR MAINTAINING THE SIDEWALKS, DRIVEWAYS, AND PARKWAYS ADJUTING THEIR PROPERTY.
- THE STORM WATER RUNOFF FROM DESERT BREEZE UNIT THREE WILL BE CONNECTED INTO THE EXISTING STORM DRAINAGE SYSTEM. THE STORM DRAINAGE SHALL BE MAINTAINED AND THESE LOTS SHALL BE BE DEDED TO AND MAINTAINED BY TOWN OF HORIZON CITY.
- IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 233.025(6), IT IS HEREBY AGREED THAT ALL PURCHASE CONTRACTS MADE BETWEEN AND A PURCHASER OF LAND IN THIS SUBDIVISION WILL CONTAIN A STATEMENT DESCRIBING WHEN WATER, SEWER, TRAIL, TRAIL, AND GAS SERVICES WILL BE MADE AVAILABLE TO THIS SUBDIVISION.
- VEHICULAR ACCESS TO LOTS ADJUTING HORIZON BOULEVARD (FM281) RIFTON COURT INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE EL PASO COUNTY CLERK'S OFFICE.
- INSTRUMENT NO. _____ BOOK _____ PAGE _____ DATE _____
- TAX CERTIFICATE(S) FOR DESERT BREEZE UNIT THREE ARE FILED IN THE EL PASO COUNTY CLERK'S OFFICE.
- INSTRUMENT NO. _____ BOOK _____ PAGE _____ DATE _____
- RESTRICTIVE COVENANTS FOR DESERT BREEZE UNIT THREE ARE FILED IN THE EL PASO COUNTY CLERK'S OFFICE.
- INSTRUMENT NO. _____ BOOK _____ PAGE _____ DATE _____

BENCHMARK NOTES:

- BEARINGS, DISTANCES, AND COORDINATES SHOWN ARE BASED ON GPS OBSERVATIONS USING GROUND, NAD 83, TEXAS CENTRAL ZONE.
- POINT CITY MONUMENT LOCATED AT THE HEAD OF SUN VIEW DRIVE IN STATE PLANE COORDINATE VALUE: N:10,624,315.28', E:483,009.46' ELEVATION = 4022.19' (GRAPHICALLY DEPICTED ON PLAT)

SUBDIVISION AREA TABLE

PARCEL DESIGNATION	SQUARE FOOTAGE	ACRES
RESIDENTIAL	411,002.86 SQ.FT.	9.43 AC.
POND	62,589.00 SQ.FT.	1.44 AC.
RIGHT-OF-WAY	104,521.14 SQ.FT.	2.40 AC.
TOTAL	578,113.00 SQ.FT.	13.27 AC.

RIGHT-OF-WAY TABLE

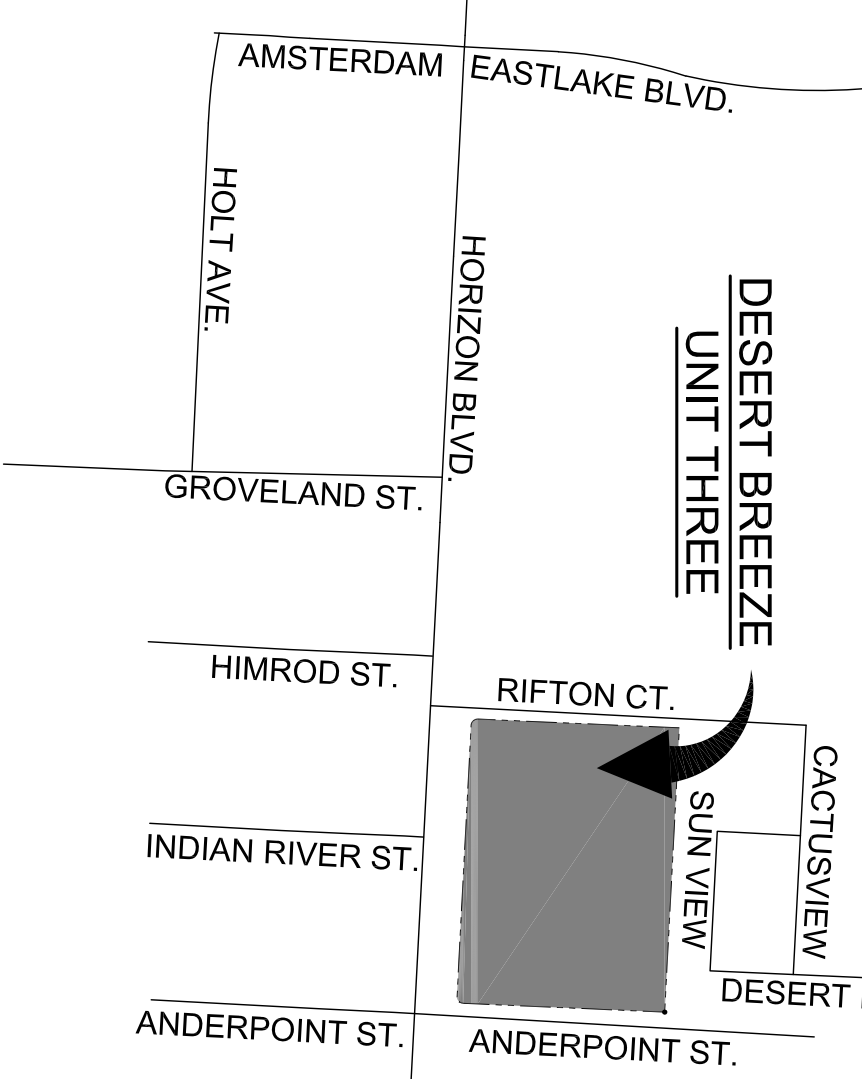
STREET NAME	LINEAR FEET
CRYSTAL BREEZE WAY	889.33 FT.
CACTUS PARK WAY	322.65 FT.
CACTUS BREEZE WAY	702.75 FT.

LEGEND

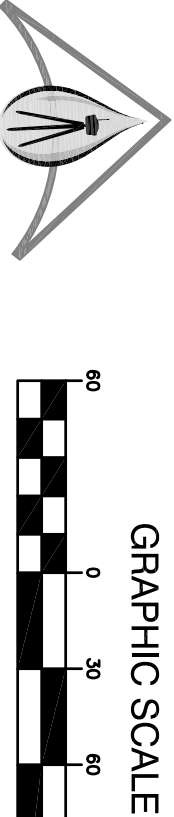
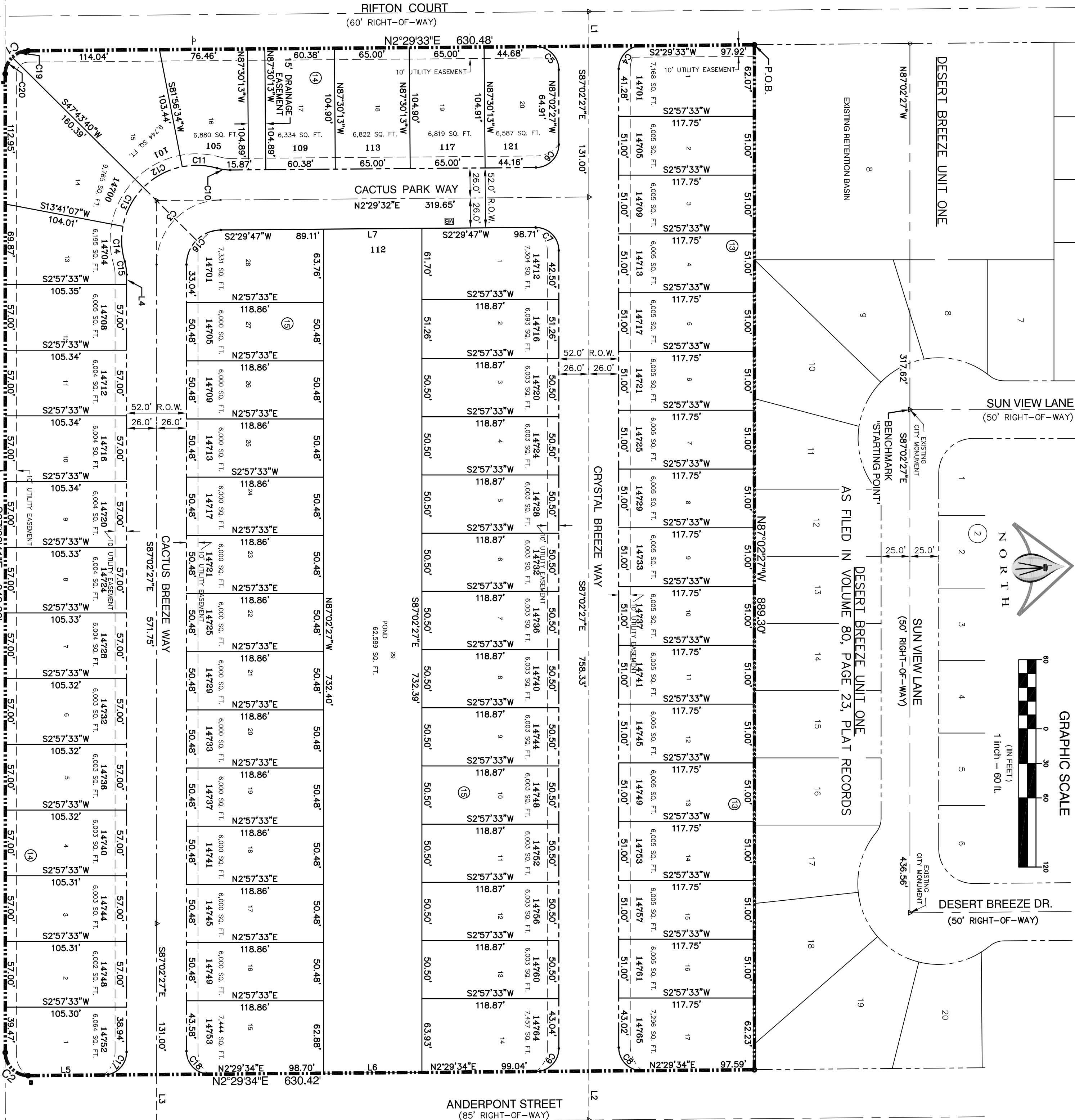
- PROPOSED CITY MONUMENT
- SET 1/2" REBAR WITH YELLOW CAP STAMPED TX 5572, UNLESS OTHERWISE NOTED
- BOUNDARY LINE
- PROPERTY LINE
- CENTERLINE
- U.S. POSTAL SERVICE COLLECTION BOX

SCALE: 1"=600'

LOCATION MAP



HORIZON HIGH SCHOOL CAMPUS
CLINT INDEPENDENT SCHOOL DISTRICT
HORIZON HIGH SCHOOL
AS FILED IN FILE NO. 20160045316, PLAT RECORDS



HORIZON CITY UNIT SIXTY-FOUR
AS FILED IN VOLUME 20, PAGE 33,
PLAT RECORDS

HORIZON CITY UNIT SIXTY-FOUR
AS FILED IN VOLUME 20, PAGE 33,
PLAT RECORDS

SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT
14521 HORIZON BOULEVARD,
EL PASO, TEXAS 79928
915-563-1003

NORTHEAST SERVICE AREA IMPACT FEES			
METER SIZE	METER CAPACITY RATIO	WATER	WASTEWATER
LESS THAN 1 INCH	1	\$1,178.00	\$291.00
1 INCH	1.67	\$1,967.00	\$486.00

H2O Terra
ENGINEERING, SURVEYING, SOLUTIONS.
TBP# FIRM NO. F-2103 TBP'S FIRM NO. 10060700
2020 E. MILLS AVENUE EL PASO, TX 79901
(915) 533-1418 FAX: (915) 533-4972

DESERT BREEZE

BEING A PORTION OF SECTION 32, BLOCK 78, TOWNSHIP 33, TEXAS
AND PACIFIC RAILROAD COMPANY SURVEYS.
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING IN ALL 578,113 SQUARE FEET OR 13.272 ACRES OF LAND MORE OR LESS

OWNERS DEDICATION, CERTIFICATION

STATE OF TEXAS
COUNTY OF EL PASO

HUNT COMMUNITIES GP, LLC, OWNER(S) OF THE 13.272 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED DESERT BREEZE UNIT THREE, HEREBY SUBDUCE THE LAND DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE USE OF THE PUBLIC THE STREET RIGHT-OF-WAYS, PONDS, OVERHEAD OR SERVICE WIRES FOR POLE TOP UTILITIES, AND BURRED SERVICE WIRES CONDUITS AND PIPES FOR UNDERGROUND UTILITIES AND THE RIGHT TO INGRESS AND EGRESS FOR SERVICE AND CONSTRUCTION AND THE RIGHT TO INTERFERE WITH AND SHUT DOWN SPECIFIC INFRASTRUCTURE TO BE DEDICATED TO THE TOWN OF HORIZON CITY, TEXAS ARE THE RIGHT-OF-WAYS, SECTION 32.032 AND THAT:

- THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET THE MINIMUM STATE STANDARDS;
- THE ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET THE MINIMUM STATE STANDARDS; AND
- GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

HUNT PEYTON ESTYTES, LLC
BY: HUNT COMMUNITIES DEVELOPMENT CO., LLC, ITS SOLE MEMBER

BY: JOSE LARRES, VICE PRESIDENT

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF EL PASO

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2025
BY JOSE LARRES AS VICE PRESIDENT OF HUNT COMMUNITIES GP, LLC, A TEXAS LIMITED LIABILITY COMPANY WHO STATED THAT (S)HE EXECUTED SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC IN AND FOR EL PASO COUNTY, TEXAS

MY COMMISSION EXPIRES _____

TOWN OF HORIZON CITY PLANNING AND ZONING COMMISSION

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 _____, 2025 A.D.

SECRETARY _____ CHAIRPERSON _____

CITY COUNCIL FOR TOWN OF HORIZON CITY

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 _____, 2025 A.D.
ACCEPTED AND ADAPTED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY THIS _____ DAY OF _____, 2025 A.D.

ELVIA SCHULTER, CITY CLERK _____ ANDRES RENTERIA, MAYOR _____

ISABEL VASQUEZ, P.E.
HUNT-ZOLLARS, INC., TOWN ENGINEER
APPROVED FOR FILING THIS _____ DAY OF _____, 2025 A.D.

COUNTY CLERKS RECORDING CERTIFICATE

I BEARING THIS CERTIFICATE, COUNTY CLERK OF EL PASO COUNTY, CERTIFY THAT THE PLAT INSTRUMENT NO. _____

COUNTY CLERK _____ DATE _____

BY DEPUTY _____ DATE _____

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND IS IN COMPLIANCE WITH THE CURRENT TECHNICAL STANDARDS, REGISTERED PUBLIC LAND SURVEYOR No. 2449

CHARLES HENRY GUTIERREZ, R.P.L.S. 5572
FIRM REGISTRATION/ LICENSE NO. 10060700

PREPARED BY AND UNDER THE SUPERVISION OF ISAAC RODRIGUEZ,
REGISTERED PROFESSIONAL ENGINEER NO. 143538

ISAAC D. RODRIGUEZ, P.E.
ENGINEERING FIRM F-2103
PRINCIPAL CONTACTS:

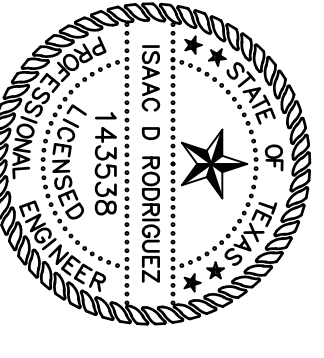
NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:				
DEVELOPER:	JOSE L. LARRES JR. P.E., HUNT COMMUNITIES	601 N. WESLA, SUITE 1800	EL PASO, TEXAS 79901	915-568-2418
ENGINEER:	CHARLES HENRY GUTIERREZ, R.P.L.S. 5572	2020 E. MILLS AVE	EL PASO, TEXAS 79901	915-533-1418
SURVEYOR:	CHARLES HENRY GUTIERREZ, R.P.L.S. 5572	2020 E. MILLS AVE	EL PASO, TEXAS 79901	915-533-1418

DESERT BREEZE UNIT THREE

REVISION NUMBER	OR NAME	DESCRIPTION OF REVISION	DATE OF REVISION	APPROVED BY

PREPARED: FEBRUARY 7, 2025

SHEET 1 OF 2



SUBDIVISION CONSTRUCTION AGREEMENT

1. **Parties.** The parties to this Subdivision Construction Agreement (the "Agreement") are Hunt Communities GP, LLC (individually and collectively, the "Subdivider") and the Town of Horizon City, Texas, (the "Town").
2. **Effective Date.** This Agreement is effective on the date the Town approves the final plat for the subdivision described in Paragraph 3 of this Agreement by the Town Council approval of the plat in accordance with Town Regulations (the "Effective Date").

Recitals

3. Subdivider is the owner of the land included in the proposed final subdivision plat of the subdivision, as shown in the Town's File Number (the "Subdivision") and described as Desert Breeze Unit 3, more particularly described by the metes and bounds description attached and incorporated into this Agreement as Exhibit A (the "Property"); and
4. Subdivider seeks authorization from the Town to subdivide the Property in accordance with the requirements imposed by Texas statute and the Town Rules, Regulations, and other requirements; and
5. Town Regulations require the completion of various improvements in connection with the development of the Subdivision to protect the health, safety, and general welfare of the community and to limit the harmful effect of substandard subdivisions; and
6. The purpose of this Agreement is to protect the Town from the expense of completing subdivision improvements required to be installed by the Subdivider; and
7. This Agreement is authorized by and consistent with state law and the Town Rules, Regulations, and other requirements governing development of a subdivision.

IN CONSIDERATION of the foregoing recitals and the mutual covenants, promises, and obligations by the parties set forth in this Agreement, the parties agree as follows:

Subdivider's Obligations

8. **Improvements.** The Subdivider agrees to construct and install, at Subdivider's expense, all subdivision improvements required to comply with Town orders, regulations, and policies governing subdivision approval, specifically including without limitation those improvements listed on Exhibit B attached and incorporated by reference into this Agreement (collectively, the Improvements, any of which is an "Improvement"). All Improvements shall be constructed in conformity to the Town requirements, procedures, and specifications, pursuant to construction plans, permits, and specifications approved by the Town prior to

commencement of construction, and subject to inspection, certification, and acceptance by the Town.

9. **Completion.** Unless a different time period is specified for a particular Improvement in Exhibit B, construction of all Improvements shall be completed no later than (2) years after the Effective Date (the "Completion Date"); provided, however, that if the Subdivider or the Issuer delivers to the Town no later than the Completion Date a substitute Bond satisfying the criteria established in Paragraph 11 and which has an expiration date no earlier than one year from the Completion Date, then the Completion Date shall be extended to the expiration date of that substitute Bond or any subsequent substitute Bond provided in accordance with this Paragraph. Upon completion of each of the Improvements, the Subdivider agrees to provide to the Town a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

10. **Warranty.** The Subdivider warrants the Improvements constructed by Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees will be free from defects for a period of one (1) year from the date the Town accepts the dedication of a completed Improvement or group of Improvements (the "Warranty Period"), as such Improvement or group of Improvements is separately identified and listed on Exhibit B, except the Subdivider does not warrant the Improvements for defects caused by events outside the control of the Subdivider or the Subdivider's agents, contractors, employees, tenants, or licensees. The Subdivider agrees to repair any damage to the Improvements before and during the Warranty Period due to private construction-related activities. As a condition of the Town acceptance of dedication of any of the Improvements, the Town may require the Subdivider to post a maintenance bond or other financial security acceptable to the Town to secure the warranty established by this Agreement. If the Improvements have been completed but not accepted, and neither the Subdivider nor Issuer is then in default under this Agreement or the Bond, at the written request of the Subdivider or the Issuer the Town shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to an amount equal to the face amount of the maintenance bond or other financial security acceptable to the Town.

11. **Security.** To secure the performance of Subdivider's obligations under this Agreement, Subdivider agrees to provide adequate financial guarantees of performance in the form of a surety bond acceptable to the Town, a cash deposit to be held by the Town in escrow, or an irrevocable Bond in the amount of **Three Hundred Thirty Three Thousand, Eight Hundred and Four and 59/100** Dollars (**\$ 333,804.59**) (the "Stated Amount"), which amount is the estimated total cost of constructing each of the Improvements as shown on Exhibit B. If a Bond is provided pursuant to this Agreement, it shall be in a standard form acceptable to this Agreement, it shall be in a standard form acceptable to the Town, shall have an expiration date no earlier than one year from the date of its issuance, and shall be issued by a financial institution having a rating equivalent to the minimum acceptable rating established under the Town or County financial institution rating system in effect at the time the initial Bond is issued pursuant to this Agreement (the "Issuer"). During the term of this Agreement and subject to the terms of Paragraph 22 of this Agreement, the Town may revise the standard form Bond it reasonably considers acceptable and necessary to secure the performance of Subdivider's obligations under this Agreement. A Bond satisfying the criteria ~~of~~ this Paragraph (and any substitute or

confirming Bond) is referenced to in this Agreement as to the "Bond".

12. Reduction In Bond. After the acceptance of any Improvement, the amount which the Town is entitled to draw on the Bond shall be reduced by an amount equal to ninety percent (90%) of the Quoted cost of the accepted Improvement, as shown on Exhibit B. Upon completion of an Improvement, at the written request of subdivider or Issuer, and if neither the Subdivider nor Issuer is then in default under this Agreement or the Bond, the Town shall complete, execute, and deliver to the Issuer a reduction letter verifying the acceptance of the Improvement and documenting that the Stated Amount has been reduced by stating the balance of the Stated Amount remaining after the reduction required by the first sentence of this Paragraph. No later than sixty (60) days after its receipt of a written request to reduce the Stated Amount submitted by the Subdivider or the Issuer, the Town shall determine the Estimated Remaining Cost and shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to the Estimated Remaining Cost if the Town determines the Stated Amount exceeds the Estimated Remaining Cost. Notwithstanding the preceding sentence, the Town shall not be required to authorize reductions in the Stated Amount more frequently than every ninety (90) days. As used in this Paragraph, "Estimated Remaining Cost" means the amount the Town estimates to be the cost of completing all Improvements incomplete as of the time of such estimate.

Town Obligations

13. Inspection and Certificate. The Town agrees to inspect Improvements during and at the time completion of construction and, if completed in accordance with the standards and specifications for such Improvements, to certify the Improvements as being in compliance with County standards and specifications. The inspections and certifications will be conducted in accordance with standard Town policies and requirements. The Subdivider grants the Town, its agents, employees, officers, and contractors and easement and license to enter the Property to perform such inspections as it deems appropriate.

14. Notice of Defect. The Town will provide timely notice to the Subdivider whenever inspection reveals that an Improvement is not constructed or completed in accordance with the standards and specifications for health or safety, and the notice of defect includes a statement explaining why the defect creates such immediate and substantial harm, the cure period may be shortened to no less than five (5) days and the Town may declare a default under this Agreement if not satisfied that the defect is cured after the cure period. Any cure period should be reasonable in relation to the nature of the default.

15. Use of Proceeds. The Town will disburse funds drawn under the Bond for the purposes of completing the Improvements in conformance with the Town requirements and specifications for the Improvements, or to correct defects in or failures of the improvements. The Subdivider has no claim or rights under this Agreement to funds drawn under the Bond or any accrued interest earned on the funds. All funds obtained by the Town pursuant to one or more draws under the Bond shall be maintained by the Town in an interest bearing account or accounts until such funds, together with accrued interest there on (the "Escrowed Funds"), are disbursed by the Town. The Town may disperse all or portions

of the Escrowed Funds as Improvements are completed and accepted by the Town or in accordance with the terms of a written construction contract between the Town and a third party for the construction of Improvements. Escrowed Funds not used or held by the Town for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with interest accrued thereon, shall be paid by the Town to the Issuer of the Bond no later than sixty (60) days following the Town's acceptance of the Improvement or its decision not to complete the Improvement using Escrowed Funds, whichever date is earlier.

16. Return of Excess Escrowed Funds. No later than sixty (60) days after its receipt of a written request from the Subdivider or the Issuer to return Excess Escrowed Funds to the Issuer, the Town shall disburse to the Issuer from the Escrowed Funds all Excess Escrowed Funds. For purposes of this Paragraph, "Excess Escrowed Funds" means the amount of Escrowed Funds exceeding one hundred ten percent (110%) of the estimated cost of constructing Improvements the Town intends to construct but which have not been accepted, as such cost is shown on Exhibit B. Notwithstanding the first sentence in this Paragraph, the Town shall not be required to disburse Excess Escrowed Funds more frequently than every ninety (90) days.

17. Conditions of Draw Security. The Town may draw upon any financial guarantee posted in accordance with Paragraph 11 upon the occurrence of one or more of the following events:

- a. Subdivider's failure to construct the Improvements in accordance with Paragraph 8 of this Agreement;
- b. Subdivider's failure to renew or replace the Bond at least forty five (45) days prior to the expiration date of the Bond;
- c. Subdivider's failure to replace or confirm the Bond if the Issuer fails to maintain the minimum rating acceptable to the Town in accordance with Paragraph 11 of this Agreement; or
- d. Issuer's acquisition of the Property or a portion of the Property, through foreclosure or an assignment or conveyance in lieu of foreclosure.

The Town shall provide written notice of the occurrence of one or more of the above events to the Subdivider, with a copy provided to the Issuer. Where a Bond has been provided as the financial guarantee, with respect to an event described by subparagraph (a), the Town shall provide notice to the Subdivider and the Issuer of the specific default and the notice shall include a statement that the Town intends to perform some or all of Subdivider's obligations under Paragraph 8 for specified Improvements if the failure is not cured. The notice with respect to a default under subparagraph (a) shall be given no less than twenty (20) days before presentation of a draft on the Bond, unless, in the reasonable opinion of the Town, the failure creates an immediate and substantial harm to the public health or safety, in which case the notice shall state why the failure creates an immediate and substantial harm to the public health or safety, and shall be given no less than five (5) days before presentation of a draft on the Bond. In the event of a draw based on subparagraph (a), the Town shall be entitled to draw in the amount it considers necessary to perform Subdivider's obligation under Paragraph 8, up to the amount allocated according to Exhibit B for any Improvement it states its intent to construct or complete in accordance with the standards and specifications for

such improvement. The Subdivider hereby grants to the Town, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such Improvements. Where a Bond has been provided as the financial guarantee, with respect to an event described by a subparagraph (b), (c), or (d), the notice shall be given no less than twenty (20) days before presentation of a draft on the Bond. In lieu of honoring a draft based on an event described in subparagraph (b) or (c), the Issuer of the Subdivider may deliver to the Town a substitute Bond if the event is described by subparagraph (b) or a described by subparagraph (c). If the Issuer has acquired all or a portion of the Property through foreclosure or an assignment or conveyance in lieu of foreclosure, in lieu of honoring a draft based on an event described in subparagraph (d), the Issuer may deliver to the Town a substitute or confirming Bond.

18. Procedures for Drawing on the Bond. The Town may draw upon the Bond in accordance with paragraph 18 by submitting a draft to the Issuer in compliance with the terms of the Bond governing such draft. The Bond must be surrendered upon presentation of any draft which exhausts the Stated Amount of such Bond. The Town may not draft under a Bond unless it has substantially complied with all its obligations to the Issuer under this Agreement and his property completed and executed the draft in strict accordance with the terms of the Bond.

19. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the reasonable cost of completing the Improvements in conformance with the Town requirements, procedures, and specifications. For improvements upon which construction has not begun, the estimated cost of the improvements shown on Exhibit B will be prima facie evidence of the minimum cost of completion; however, neither that amount nor the amount of the Bond establishes the maximum amount of the Subdivider's liability.

20. Remedies. The remedies available to the Town, the Subdivider, and Issuer under this Agreement and the laws of Texas are cumulative in nature.

21. Provisions for the Benefit of issuer. The provisions of Paragraphs of Paragraphs 9, 10, 11, 12, 15, 16, 17, 18, 20, 21, 22, 24, 25, 26, 27, 28, 29, 30, 31, and 35 of this Agreement for the benefit of the issuer may not be modified, released, diminished, or impaired by the parties without the prior written consent of the Issuer.

22. Third Party Rights. No person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement, nor shall any such person or entity other than the Town (including without limitation a trustee in bankruptcy) have any interest in or claim to funds drawn on the Bond and held in escrow by the Town in accordance with this Agreement. Notwithstanding the preceding sentence, the Issuer shall have a right of action to enforce any provision of this Agreement where the Issuer is specifically named as a beneficiary of such provision pursuant to Paragraph 22.

23. Indemnification. The Subdivider hereby expressly agrees to indemnify and hold the Town harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees for the defense of such claims and

demands, arising from any breach on the part of the Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the Town if the Town is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act of negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements, except where such suit is brought by the Subdivider. The Subdivider is not an employee or agent of the Town. Notwithstanding anything to the contrary contained in this Agreement, the Subdivider does not agree to indemnify and hold the Town harmless from any claims, demands, costs, or liabilities arising from any act or negligence of the Town, its agents, contractors, employees, tenants, or licensees.

24. No Waiver. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute continuing waiver unless expressly provided for by a written amendment to this Agreement, nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Agreement or covenant by the Town, the Subdivider, or the Issuer, their heirs, successors or assigns, whether any violations thereof are known or not, shall not constitute a waiver of estoppels of the right to do so.

25. Attorney's Fees. Should either party or the Issuer, to the extend Issuer is named as specific beneficiary, be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, shall be entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs in their entirety.

26. Assignability. The benefits and burdens of this Agreement are personal obligations of the Subdivider and also re binding on the heirs, successors, and assigns of the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the express written approval of the Town. The Town's written approval may not be withheld if the Subdivider's assignee explicitly assumes all obligations of the Subdivider under this Agreement and has posted the required security. The Town agrees to release or reduce, as appropriate, the Bond provided by the Subdivider if it accepts substitute security for all or any portion of the Improvements. The Town in its sole discretion, may assign some or all of its rights under this Agreement, and any such assignment shall be effective upon notice to the Subdivider and the Issuer.

27. Expiration. This Agreement shall terminate upon the expiration of the approval of the proposed final plat of the Subdivision or if the Subdivision is vacated by the Subdivider.

28. Notice. Any notice required or permitted by this Agreement is effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

if to Subdivider: _____

Attn: _____

if to Town: The Town of Horizon City
 14999 Darrington Road
 Horizon City, TX 79928
Attn: Andres Renteria, Mayor

if to Issuer: at Issuer's address shown on the Bond

The parties may, from time to time, change their respective addresses listed above to any other location in the United States for the purpose of notice under this Agreement. A party's change of address shall be effective when notice of the change is provided to the other party in accordance with the provisions of this Paragraph.

29. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

30. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement or the Issuer, whether arising out of or relating to the Agreement or the Bond, will be deemed to be proper only if such action is commenced in District Court for El Paso County, Texas, or the United States District Court for the District of Texas, Western Division. The Subdivider expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal. The Issuer, by providing a Bond pursuant to the terms of this Agreement, expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal.

31. Release Upon Completion. Upon acceptance of all Improvements, the Town agrees: (a) to complete, execute and deliver to the Subdivider and the Issuer a release in recordable form releasing the Subdivider and Subdivider's heirs, successors and assigns, and the property from all provisions of this Agreement except those contained in Paragraph 10, and (b) to return to the Issuer the Bond and any Escrowed Funds not expended or obligated by the Town for the completion of the Improvements.

32. Captions Immaterial. The numbering, order, and captions or headings of the paragraph of this Agreement are for convenience only and shall not be considered in constraining this Agreement.

33. Entire Agreement. This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representatives or modifications concerning this Agreement shall be of no force or effect excepting a subsequent written modification executed by both parties.

34. Authorization to Complete Blanks. By signing and delivering this Agreement to the appropriate official of the Town, the Subdivider authorizes completion of this Agreement by filling in this Effective Date below.

35. Binding Agreement. The execution and delivery of this Agreement and the performance of the transactions contemplated thereby have been duly authorized by all necessary corporate and governmental action of the Town. This Agreement has been duly executed and delivered by each party, and constitutes a legal, valid, and binding obligation of each party enforceable in accordance with the terms as of the effective date. These representations and agreements are for the benefit of the Issuer, and have been relied on by the Issuer in issuing the Bond.

EXECUTED by the parties to be effective as of the ____ day of _____, 20____.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OFFICIAL:

Andres Renteria, Mayor

SUBDIVIDER:

[SIGNATURES OF THE PARTIES TO BE ACKNOWLEDGED]

ACKNOWLEDGEMENTS

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this ____ day of _____, 20____, by
Andres Renteria, as **Mavor** of the **Town of Horizon City, Texas**.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this ____ day of _____, 20____, by
_____, as _____ of _____.

Notary Public, State of Texas

My commission expires:

ACKNOWLEDGEMENTS

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this ____ day of _____, 20____, by
Michael S. Viramontes, as **Vice President** of **Hunt Communities GP, LLC, Subdivider.**

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this ____ day of _____, 20____, by
_____, as _____ of _____.

Notary Public, State of Texas

My commission expires:

EXHIBIT A: METES AND BOUNDS DESCRIPTION



EXHIBIT B: SUBDIVISION IMPROVEMENTS

Subdivision Improvements. Subdivider and Town agree the following improvements are required in connection with the approval and development of the Subdivision (collectively, the "Subdivision Improvements"). Subdivider agrees to deliver a financial guarantee acceptable in form and substance to the Town in an amount equal to the Estimated Cost of Completion listed below, as follows:

EXHIBIT A

Hunt Communities GP, LLC

DESERT BREEZE UNIT 3 SUBDIVISION

Cost Estimate of Outstanding Improvements to be Dedicated
to the Town of Horizon City as of August 8, 2025

Description of Improvements	Total Quantity	Outstanding Quantity	Outstanding %	Unit	Unit Cost	Total Cost	Total Cost of Outstanding Improvements
Improvements of the following Streets:							
1. Cactus Breeze Way							
2. Cactus Park Way							
3. Crystal Breeze Way							
Desert Breeze Unit 3							
Engineering							
Design Cost							
Government Fees							
Surveying							
Construction Staking	1.00	0.30	30.00%	LS	\$55,661.00	\$55,661.00	\$16,674.30
Monumentation	6.00	6.00	100.00%	EA	\$650.00	\$3,900.00	\$3,900.00
Earthwork							
Grading							
Soils Testing	1.00	0.30	30.00%	LS	\$46,989.00	\$46,989.00	\$14,096.70
Concrete							
Sidewalks	6355.00	6355.00	100.00%	SF	\$3.75	\$23,831.25	\$23,831.25
Sidewalks Adjacent to Horizon Blvd	1210.00	1210.00	100.00%	SF	\$3.75	\$4,537.50	\$4,537.50
Handicap Ramps	8.00	8.00	100.00%	EA	\$900.00	\$7,200.00	\$7,200.00
Handicap Ramps Adjacent to Horizon Blvd	2.00	2.00	100.00%	EA	\$900.00	\$1,800.00	\$1,800.00
Curb & Gutter	4192.00	0.00	0.00%	LF	\$14.00	\$58,268.00	\$0.00
Driveways	see below			SF			
Roadwork							
Paving (2.5" HMA / 10" BC / 12" SG)	0.00	0.00	#DIV/0!	SY	\$29.50	\$0.00	\$0.00
Paving (2.5" HMA / 8" BC / 12" SG)	0.00	0.00	#DIV/0!	SY	\$29.00	\$0.00	\$0.00
Paving (1.5" HMA / 6" BC / 10" SG)	7928.00	7928.00	100.00%	SY	\$22.00	\$174,438.00	\$174,438.00
MUD CONTRACT - Water Distribution							
8" C900 DR18 PVC Mains	2785.00	0.00	0.00%	LF	\$39.00	\$107,835.00	\$0.00
8" Gate Valve w/ Box & Cover	9.00	0.00	0.00%	EA	\$3,050.00	\$27,450.00	\$0.00
Gate Valve Adjustments to HMA	15.00	15.00	100.00%	EA	\$500.00	\$7,500.00	\$7,500.00
Fire Hydrant Assembly	6.00	0.00	0.00%	EA	\$7,900.00	\$39,600.00	\$0.00
3/4" Water Services w/ Meter Box	65.00	0.00	0.00%	EA	\$850.00	\$55,250.00	\$0.00
8"x 12" Tapping Sleeve & Valve	1.00	0.00	0.00%	EA	\$5,500.00	\$5,500.00	\$0.00
8"x 16" Tapping Sleeve & Valve	1.00	0.00	0.00%	EA	\$5,500.00	\$5,500.00	\$0.00
MUD CONTRACT - Wastewater System							
8" SDR35 PVC Mains (0-8' depths)	988.00	0.00	0.00%	LF	\$34.00	\$33,524.00	\$0.00
8" SDR35 PVC Mains (8-10' depths)	128.00	0.00	0.00%	LF	\$36.00	\$4,608.00	\$0.00
8" C900 DR25 PVC Mains (0-8' depths)	183.00	0.00	0.00%	LF	\$39.70	\$7,365.10	\$0.00
8" C900 DR25 PVC Mains (8-10' depths)	315.00	0.00	0.00%	LF	\$41.70	\$13,136.50	\$0.00
8" C900 DR25 PVC Mains (10'-12' depths)	272.00	0.00	0.00%	LF	\$43.70	\$11,886.40	\$0.00
8" C900 DR25 PVC Mains (12'-14' depths)	95.00	0.00	0.00%	LF	\$50.00	\$4,750.00	\$0.00
Standard Type A Manholes (all depths)	7.00	0.00	0.00%	EA	\$8,000.00	\$56,000.00	\$0.00
Extra Depth Manholes	3.00	0.00	0.00%	VF	\$400.00	\$1,200.00	\$0.00
4" Wastewater Services	65.00	0.00	0.00%	EA	\$900.00	\$58,500.00	\$0.00
Wastewater MH Adjustments to HMA	7.00	7.00	100.00%	EA	\$550.00	\$3,850.00	\$3,850.00
Storm Sewer System							
18" Class IV RCP Mains	560.00	0.00	0.00%	LF	\$86.00	\$47,300.00	\$0.00
30" Class IV RCP Mains	619.00	0.00	0.00%	LF	\$155.00	\$95,945.00	\$0.00
42" Class IV RCP Mains	64.00	0.00	0.00%	LF	\$250.00	\$16,000.00	\$0.00
72" Storm Sewer Manholes (all depths)	5.00	0.00	0.00%	EA	\$9,500.00	\$47,500.00	\$0.00
42" Headwall / Outlet Structure	1.00	0.00	0.00%	EA	\$14,000.00	\$14,000.00	\$0.00
3-Grate Type I Inlet	1.00	0.00	0.00%	EA	\$8,000.00	\$8,000.00	\$0.00
3-Grate Type III Inlet	1.00	0.00	0.00%	EA	\$8,000.00	\$8,000.00	\$0.00
2-Grate Type III Inlet	2.00	0.00	0.00%	EA	\$7,500.00	\$15,000.00	\$0.00
Storm Manhole Adjustments to HMA	6.00	6.00	100.00%	EA	\$500.00	\$3,000.00	\$3,000.00
5"-8" Thick Mortared Rock Rip Rap	25.00	25.00	100.00%	SY	\$50.00	\$1,250.00	\$1,250.00
Pond Concrete Driveway	1.00	1.00	100.00%	EA	\$3,000.00	\$3,000.00	\$3,000.00
18" Double Swing Wrought Iron Gate	1.00	1.00	100.00%	EA	\$3,800.00	\$3,800.00	\$3,800.00
Concrete Flume	1.00	1.00	100.00%	LS	\$7,350.00	\$7,350.00	\$7,350.00
Pond (Fine Grade, Depth Gauge, Road)	1.00	1.00	100.00%	LS	\$25,000.00	\$25,000.00	\$25,000.00
Miscellaneous							
Guardrails							
Dead End Barricades							
Street/Traffic Signs	16.00	16.00	100.00%	EA	\$244.25	\$3,908.00	\$3,908.00
Traffic Striping (4" yellow, 12" white, stop bars)	1.00	1.00	100.00%	LS	\$1,800.00	\$1,800.00	\$1,800.00
Single Mast Wood Pole Street Lights	8.00	8.00	100.00%	EA	\$3,421.11	\$27,368.84	\$27,368.84
Total Cost of Improvements						\$1,110,938.69	\$333,804.59

EXHIBIT C: BOND

RESOLUTION

That the Mayor of Horizon City be allowed to sign a Resolution authorizing and approving the Service Agreement between the Horizon City Economic Development Corporation and Project Vida, a Texas Non-Profit Corporation, for the provision of on-site business support and event services; for a one-year term commencing October 1, 2025, and ending on September 30, 2026.

Approved this _____ day of _____, 2025 at a duly held meeting of the Horizon City Council.

TOWN OF HORIZON CITY

Andy Renteria, Mayor

ATTEST:

Elvia Schuller, TRMC City Clerk

RESOLUTION

That the Mayor of Horizon City be allowed to sign a Resolution authorizing and approving a request from the Horizon Economic Development Corporation (EDC) that the Horizon City Council approve the expenditure of \$7,500.00 by the EDC to sponsor the Texas Economic Development Council's Winter Conference to be held in El Paso, Texas on February 25, 2026.

Approved this _____ day of _____, 2025 at a duly held meeting of the Horizon City Council.

TOWN OF HORIZON CITY

Andy Renteria, Mayor

ATTEST:

Elvia Schuller, TRMC City Clerk