



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, August 11, 2026, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, August 11, 2026 at 6:00 PM** at City Council Chambers, 15021 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:

August 4, 2026 Special City Council Meeting.

4. Discussion and Action:

Mayor/EDC Executive Director

On the re-appointment of Aurelio Sillas to the Horizon City Economic Development Corporation Board of Directors.

5. Request to Excuse Absent Council Members:

6. Approval of Consent Agenda Items:

REGULAR AGENDA

7. Presentation:

Mayor

On recognition of the Horizon Elite 14u Little League Baseball Team for playing in the State Championship.

8. Discussion and Action:

Mayor/CIP Manager

On an update on the Capital Improvement Program.

9. Discussion and Action:

Mayor/CIP Manager

That the Mayor be authorized to sign and deliver the Consultant Services Agreement for Professional Services - Municipal Facilities Phase 2 Public Works with ASA Architects, P.C. for the Architectural Design and Construction Support Services Municipal Facilities Phase 2 Public Work, (Town Project No. BLDG 0004) with a total compensation of One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00).

10. Discussion and Action:

Mayor/Police Chief

On the approval of the FY2027 El Paso County 911 District annual budget.

11. Discussion and Action:

Mayor/Police Chief

4

72

87

Approve and authorize the purchase of an AFIS MBIS Workstation for use by Police Department using funds from the Information Technology account in an amount not to exceed \$55,000.

12. ANNOUNCEMENT:

Mayor/Finance Director

The Public Hearing on the Proposed FY 2026 - 2027 Budget will be conducted on August 25, 2026 and the Public Hearing on the Proposed Tax Rate will be conducted on September 8, 2026 at 6:00 pm at 15021 Darrington Road. The adoption of the FY 2027 Budget and Tax Rate will be on September 8, 2026.

13. Discussion and Action:

Mayor/Finance Director

On a motion to authorize the Finance Director to publish notice of the intent of the City Counsel to adopt the Voter-Approval Tax Rate of \$0.595788 for FY 2026-2027.

14. Discussion:

97

Mayor/Finance Director

1st Reading of Ordinance _____, An Ordinance of the City Council of the Town of Horizon City, Texas, approving the 2026 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.

15. Discussion:

Mayor/Finance Director

1st Reading of Ordinance No. _____, An Ordinance of the Town of Horizon City, Texas enacting the municipal budget for fiscal year 2026-2027; funding municipal purposes; authorizing expenditures; providing for repealer and severability clauses.

16. Discussion and Action:

101

Mayor/Planning Director

On the Vacation application request (Case No. SDV26-0001), to vacate a portion of a 10' Utility Easement of Lot 59, Block 20, Rancho Desierto Bello Unit 12A, Town of Horizon City, El Paso County, Texas.

17. Discussion and Action:

112

Mayor/Planning Director

On the Final Subdivision Plat application for Verdancia Unit 3 (Case No. SDF26-0001), and to authorize the Mayor to sign the recording plat. Legally described as Being a Portion of Land Situated in Section 30, Block 78, Township 3, Texas and Pacific Railway Company Survey, Town of Horizon City, El Paso County, Texas. Containing 45.399-acres ±. Application submitted by Applicant/Representative: CEA Group.

18. Discussion and Action:

128

Mayor/Planning Director

On the Preliminary Subdivision Plat application for Verdancia Unit 5 (Case No. SDP26-0001), legally described as Being a Portion of Land Situated in Section 32, Block 78, Township 3, Texas and Pacific Railway Company Survey, Town of Horizon City, El Paso County, Texas. Containing 42.27-acres ±. Application submitted by Applicant/Representative: CEA Group.

19. 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:

Motion to Adjournment: _____ 2nd _____

Dated this Wednesday, August 5, 2026

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least three (3) business days preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Wednesday, August 5, 2026 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.

TOWN OF HORIZON CITY

RESOLUTION

That the Mayor be authorized to sign and deliver the **Consultant Services Agreement for Professional Services - Municipal Facilities Phase 2 Public Works** with ASA Architects, P.C. for the Architectural Design and Construction Support Services Municipal Facilities Phase 2 Public Work, (Town Project No. BLDG 0004) with a total compensation of One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00)

Passed and approved the _____ day of August 2026.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
City Attorney

Horizon City Resolution 2026
Consulting Agreement ASA Architects
Municipal Facilities Phase 2 – Public Works

THE STATE OF TEXAS)
)
COUNTY OF EL PASO) **CONSULTANT SERVICES AGREEMENT
FOR PROFESSIONAL SERVICES
MUNICIPAL FACILITIES PHASE 2 PUBLIC
WORKS**

THIS AGREEMENT is made and entered into as of the 23rd day of July, 2026, by and between the **TOWN OF HORIZON CITY**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **“City”**, ASA Architects hereinafter referred to as the **“Consultant”**.

RECITALS

WHEREAS, on or about April 21, 2026, the City issued a Request for Qualifications (“RFQ”) in accordance with The Texas Government Code Chapter 2254 (*The Professional Services Procurement Act*) and selected Consultant based upon their qualifications to perform the services described in the Request For Qualifications;

WHEREAS, the City desires to engage the services of an Architectural firm to provide Architectural Design and Construction Support Services for the Project described herein; and

WHEREAS the Architect is qualified and was selected through the City's selection procedure, in accordance with all applicable state and local laws and ordinances and is willing to provide the services in accordance with the terms contained herein.

AGREEMENT

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

**ARTICLE I.
ATTACHMENTS**

1.1 The below attachments are hereby attached to this Agreement for consultant support services for the Architectural Design and Construction Support Services – Municipal Facilities Phase 2 Public Works, (Town Project No. BLDG 0004), hereinafter referred to as the (“Project”), and are incorporated herein by reference for all purposes, as follows:

Attachment “A” Scope of Services and Project Budget
Attachment “B” Architect’s Fee Proposal and Unit/Hourly Rates
Attachment “C” Insurance Certificates

ARTICLE II. PROJECT COVERED UNDER THIS AGREEMENT

2.1 The City hereby agrees to retain the Consultant, and the Consultant agrees to perform professional services and review services as a professional for the Project covered by this Agreement. The Project shall consist of the Consultant completion of the Scope of Services as further described in **Attachment "A"**.

2.2 The Consultant shall serve as the City's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the City during the performance of services.

2.3 The City shall provide all available information to the Consultant as to the Project for which Consultant will provide the services for the City.

2.5 The City shall provide all available information to the Consultant as to the City's general requirements for the Project. Should the Consultant determine that the information provided is inadequate to proceed, Consultant shall notify the CIP Manager, who shall direct the Consultant on how to acquire or develop the needed information. The City shall also provide the Consultant all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site.

2.6 The City hereby designates the CIP Manager as the City's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The CIP Manager shall have complete authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. The CIP Manager will render written decisions within a five (5) working daytime period.

ARTICLE III. CONSULTANT FEES AND PROJECT'S BUDGET

3.1 PAYMENT TO CONSULTANT. The total amount of compensation for all phases of the Project is One Hundred Sixty Thousand Dollars and No Cents **(\$160,000.00)**

3.1.1 The Mayor may authorize additional services as identified in **Attachment "A"** for this Agreement in an amount not to exceed ten percent (10%) of the total estimated Project amount identified in Section 3.1. Should any additional services as identified in **Attachment "A"** be necessary and the cost of the services exceed the identified additional ten percent (10%) of the total estimated Project amount identified in Section 3.1, such additional services and payment must be approved by the City Council of the Town of Horizon City.

3.2 CONSULTANT'S SERVICES. The Scope of Services to be provided by the Consultant

for the Project are attached hereto as **Attachment "A"**.

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the City separately for the services under this Agreement not more often than monthly. Invoices shall indicate the costs for outside consultants, if any, with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget(s), the total amount(s) authorized for the Architect, the current invoiced amount(s), and the amount(s) billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date, also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both Parties.

3.3.2 The City agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt pursuant to the Texas State Prompt Payment Act. Upon dispute, however, the City may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Amendment, executed by both Parties.

3.4 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the City or otherwise paid by the City, unless a written amendment to this Agreement is executed by both Parties allowing for additional costs.

3.5 INDEPENDENT CONTRACTOR. In the performance of work or services hereunder, the Consultant shall be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed employees of the Consultant.

3.6 SUBCONSULTANTS. The Consultant shall not award any work to any subconsultant or replace any subconsultant without prior written approval of the City. The Consultant will provide to the City a written statement concerning the proposed award or substitution of a subconsultant, which will include a Statement of Qualifications for such subconsultant and such additional information as the City may require, and City may verify the subconsultant's current eligibility status.

The Consultant shall be as fully responsible to the City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as the Consultant is for the acts and omissions of persons directly employed by it.

The Consultant shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subconsultants to the Consultant by the terms of this Agreement insofar as applicable to the work of subconsultants (including but not limited to the indemnification and insurance), and to give the Consultant the same power as regards to the termination of any subcontract that the City may exercise over the Consultant under this Agreement.

Nothing contained in this Agreement shall create any contractual relation between any subconsultant and the City. The City shall have no responsibility to any subconsultant employed by the Consultant for performance of work on the Project contemplated by this Agreement but said subconsultants will look exclusively to the Consultant for any payments due. In the performance of work or services hereunder, the subconsultants shall each be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely employees of the subconsultant.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for under the Project shall begin upon the issuance of a Notice to Proceed from the CIP Manager. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachment "B"**.

4.2 TERMINATION. This Agreement for the Project may be terminated separately without affecting any other Agreement or amendment by and between the Parties for any other project, as provided herein. In the event of a termination of this Agreement, in whole or in part, the Consultant shall surrender all Project related documents to the City within five (5) business days of the effective date of the termination.

4.2.1 TERMINATION BY CITY. It is mutually understood and agreed by the Consultant and the City that the City may terminate this Agreement, in whole or in part for the convenience of the City, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the City's notice of termination. The City shall compensate Consultant in accordance with this Agreement; however, the City may withhold any payment to the Consultant that is held to be in dispute for the purpose of set-off until such time as the exact amount due the Consultant from the City is determined. Nothing contained herein, or elsewhere in this Agreement shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.2.2 TERMINATION BY EITHER PARTY It is further understood and agreed by the Consultant and City that either Party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one Party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other Party.

No such termination shall be made unless the other Party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating Party prior to such termination. However, the City retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Consultant for the purpose of set-off until such time as the exact amount due the Consultant from the City is determined.

4.2.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

Termination by either Party shall not be construed as a release of any claims that the terminating Party may be lawfully entitled to assert against the terminated Party. Further, the terminated Party shall not be relieved of any liability for damages sustained by the terminating Party by virtue of any breach of this Agreement. The provisions set forth in Section 5.2 shall survive the termination of this Agreement and continue to be applicable to the Agreement, unless otherwise specifically agreed to by the Parties.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall have **seven (7) calendar days** from date of award to obtain sufficient insurance as required herein. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the City. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain, at Consultant's sole expense, during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the City, its officers, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, and shall cause subconsultants to procure and maintain, during the life of this Agreement, such Commercial General Liability, Property Damage Liability, and Automobile Liability Insurance with the below coverages and limits

of insurance with insurers licensed to do business in the State of Texas. Certificates of such insurance and evidence of policy endorsement for additional insured(s) shall be executed by the insurer in a form satisfactory to the City. Such insurance shall also provide for the defense of the City as an additional insured. The minimum limits of liability and coverage shall be as follows:

a) **COMMERCIAL GENERAL LIABILITY**

\$500,000.00 per occurrence

\$1,000,000.00 General Aggregate

b) **AUTOMOBILE LIABILITY**

Combined Single Limit

\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, and shall cause subconsultants to procure and maintain Professional Liability Insurance for the benefit of the City to cover the errors and omissions of the Consultant, its principals or officers, agents, or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 CITY AS ADDITIONAL INSURED. The City shall be named as an Additional Insured on all of the Consultant's and subconsultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "C"**. All certificates shall also include the name of the Project on the corresponding insurance certificate. Further, each certificate shall contain the following statement, and the policies shall be subject to such requirement:

"The insurance covered by this certificate will not be canceled, and there will be no change in coverage or deductibles, except after thirty (30) consecutive calendar days written notice of intent to cancel or change said insurance has been provided to the Town of Horizon City."

5.2 INDEMNIFICATION. THE CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM, ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO THE CONSULTANT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE CONSULTANT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO THE CONSULTANT, OR ANY OTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE CONSULTANT WITH THE CITY ATTORNEY IF THE CITY IS NAMED AS A DEFENDANT IN ANY LAWSUIT, AND THE CONSULTANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE CITY ATTORNEY. THE CONSULTANT AND THE CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

ARTICLE VI. GENERAL PROVISIONS

6.1 CONSULTANT'S QUALITY OF WORK. The City's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant shall perform services with the professional skill and care ordinarily provided by competent Consultants practicing in the Town of Horizon City and the County of El Paso, Texas, and under the same or similar circumstances and professional license. The Consultant's services shall be performed as expeditiously as is prudent considering the ordinary skill and care of a competent Consultant and the orderly progress of the Project and in accordance with the time periods established in **Attachment "B"** and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the City's review, for the performance of the City's Engineers, if applicable, and for approval of submissions by authorities having jurisdiction over the Project. The Consultant understands that time is of the essence and the identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or the City.

6.3 AUDITING RECORDS FOR THIS PROJECT. The Consultant records subject to audit shall include but not be limited to records which, in the City's discretion, have a bearing on

matters of interest to the City in connection with the Consultant's work on the Project for the City and shall be open to inspection and subject to audit and/or reproduction by the City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of: (a) the Consultant's compliance with contract requirements; and (b) compliance with provisions for computing Direct Personnel Expense with reimbursable expenses, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs as they may apply to costs associated with this Agreement. In those situations where the Consultant's records have been generated from computerized data, The Consultant agrees to provide the City's representatives with extracts of data files in computer-readable format on data disks or suitable alternative computer data exchange format.

The City or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photocopying (at the City's sole expense) of selected documents from time to time at reasonable times, places, and charges to the City, if the Consultant is making copies for the City, under this section at the request of the City.

6.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for the Project, and any other work of the Consultant under this Agreement that results in the Creation of Drawings, Specifications, concepts and design, including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the City, who shall be vested with all common law and statutory rights. The City shall have the right to the use of the Drawings, Specifications, and other documents for the maintenance, repair, remodeling, and renovation of the Project; provided, however, the Consultant shall have no liability for any use of one or more of the Instruments of Service by the City for maintenance, repair, remodeling, and renovation of the Project. The rights granted to the City herein for the use of the Drawings, Specifications, and other documents for additional projects shall not grant the City any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications, and documents. The Consultant shall provide the City with copies of the Instruments of Service in both electronic form and in hard copy.

6.5 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the City and the Consultant, their successors, and assigns. Neither Party may assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other. Any attempt to assign, transfer or sublet without the prior written consent of the other will be void.

6.6 VENUE. For the purpose of determining the place and the law governing the same, this Agreement is entered into in the Town of Horizon City and in the County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El

Paso, Texas.

6.7 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE

FUNDING REQUIREMENTS. The Consultant, at the Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county, and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the City or the Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

6.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State, and local laws and ordinances applicable to the work contemplated herein.

6.9 CAPTIONS. The captions of this Agreement are for information purposes only and shall in no way affect the substantive terms or conditions of this Agreement.

6.10 SEVERABILITY. Should any section, paragraph, or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

6.11 NOTICES. Any notice, demand, request, consent, or approval that either Party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the City: Town of Horizon City
 Andres Renteria, Mayor
 14999 Darrington Road
 Horizon City, Texas 79928

With a Copy to: Town of Horizon City
 Capital Improvement Manager
 14999 Darrington Road
 Horizon City, Texas 79928

To the Consultant: ASA Architects
 519 Rio Grande Ave.
 El Paso, TX 79902

Changes may be made to the names and addresses noted herein through timely, written notice to the other Party.

6.12 CONFLICTING PROVISIONS - ATTACHMENTS. Any provision contained in any Attachments to this Agreement or the Initial Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or

inconsistency.

6.13 TEXAS TORT CLAIMS ACT. The Consultant expressly agrees that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Consultant further expressly agrees that every act or omission of the City which, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.

6.14 PROHIBITION ON CONTRACTS BOYCOTTING ENERGY COMPANIES. If the Consultant is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Consultant verifies that the Consultant does not boycott energy companies during the term of this Agreement and will not boycott energy companies during the term of this Agreement. If the Consultant does not make that verification, the Consultant must notify the City and state why the verification is not required.

6.15 FIREARMS. If the Consultant is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Consultant verifies that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. If the Consultant does not make that verification, the Consultant must notify the City and state why the verification is not required.

6.16 FOREIGN TERRORIST ORGANIZATIONS. The Consultant represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

6.17 BOYCOTTING OF ISRAEL. If the Consultant is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, the Consultant certifies that the Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement. If the Consultant does not make that certification, the Consultant must notify the City and state why the certification is not required.

6.18 ENTIRE AGREEMENT FOR PROJECT. This Agreement, along with the Initial Agreement, including attachments, constitutes and expresses the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, with respect to the Project defined under this Agreement. This Agreement shall not be amended or modified, except by written amendment, executed by both Parties.

EXECUTED AND EFFECTIVE THE _____ DAY OF _____, 202__.

Town of Horizon City
Professional Services Agreement 2026
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TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:

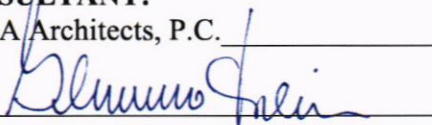
By: _____
Sylvia Borunda Firth
City Attorney

APPROVED AS TO CONTENT:

By:  _____
Jesse A. Sanchez, CIP Manager

CONSULTANT:

__ASA Architects, P.C.____

By:  _____

Printed name: __Genaro R Mier, AIA__

Title: __President/Principal_____

Dated: __July 23rd_, 2026

ACKNOWLEDGEMENTS

Town of Horizon City
Professional Services Agreement 2026
Page 11 of 12

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____ 202_ by **Andres Renteria**, as **Mayor of the Town of Horizon City, Texas**.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____ 202_, by _____, as _____ of _____

Notary Public, State of Texas

My commission expires:



July 23, 2026

The Town of Horizon City

14999 Darrington Road

Horizon City, Texas 79928

Attn: Jesse Sanchez, Capital Improvements Program Manager

Ref: BLDG0004 Municipal Facilities Phase 2 Public Works

Dear Jesse:

Thank you for allowing ASA Architects to provide you with this Full Architectural Services proposal, this will include M/E/P and Civil services for an 8,000 square foot building which will contain office space, restrooms, staff area, warehousing and supporting spaces per drawings showing an approximate scope of work provided by the Town of Horizon City.

This proposal **does not** include any type of surveying plans, topographic plans or any of soil testing as this information will be provided by the Town of Horizon City Tx. **Our Lump Sum Fee is \$160,000.00** based on a total construction budget of \$2,000,000.00. ASA will provide and assist the owner with as many schematic designs, FF&E and utility services coordination as necessary to provide a successful project with no additional fees. Any additional services will be performed upon written authorization from the owner.

List of Subconsultants as follows:

Civil – Quantum Engineering

Structural – HKN Engineers

Electrical – Alpha Engineering

M/P – Fluid Systems

Hourly Rates per hour:

Principal Architect/Engineer \$240.00

Associate Architect/Engineer \$200.00

Project Architect/Engineer \$180.00

Construction Manager \$140.00

Clerical \$ 80.00

Drafting \$ 90.00

Phase Cost and Schedule in Calendar days:

Schematic Design Phase	10%	\$16,000.00	15 days
Design Development Phase	20%	\$32,000.00	30 days
Construction Doc. Phase	40%	\$64,000.00	60 days
Bidding/Negotiations Phase	5%	\$ 8,000.00	24 days
Construction Administration	25%	\$40,000.00	210 days
Total Fee	100%	\$160,000.00	339 days total

Each Phase will commence upon written notice to proceed from owner.

If you have any questions, please do not hesitate to call. Thank you

Sincerely

A handwritten signature in blue ink, appearing to read 'Genaro R. Mier', is written over a horizontal line.

Genaro R. Mier, AIA

VP/Principal, ASA Architects



July 23, 2026

The Town of Horizon City

14999 Darrington Road

Horizon City, Texas 79928

Attn: Jesse Sanchez, Capital Improvements Program Manager

Ref: BLDG0004 Municipal Facilities Phase 2 Public Works

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Sincerely

Genaro R. Mier, AIA

VP/Principal, ASA Architects



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. 1690 S Telshor Blvd. Las Cruces NM 88011	CONTACT NAME: Jovanni Apodaca PHONE (A/C, No, Ext): 575-237-9342 E-MAIL ADDRESS: japodaca@risk-strategies.com FAX (A/C, No):
INSURED ASA Architects, P.C. P.O. Box 146 Las Cruces NM 88004	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company () INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
ASAARCH-01	NAIC # 10677

COVERAGES

CERTIFICATE NUMBER: 1140483021

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y Y	ENP 0110292/EBA 0110292	1/1/2026	1/1/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	ENP 0110292/EBA 0110292	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired and Non-Owned \$1,000,000
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☒ OCCUR ☐ CLAIMS-MADE		ENP 0110292/EBA 0110292	1/1/2026	1/1/2027	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: BLDG0004 Municipal Facilities Phase 2 Public Works

See Attached...

CERTIFICATE HOLDER

CANCELLATION

Town of Horizon City
14999 Darrington Road
Horizon City TX 79928

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY RSC Insurance Brokerage, Inc.		NAMED INSURED ASA Architects, P.C. P.O. Box 146 Las Cruces NM 88004
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Town of Horizon City, its officers, agents and employees, and Owner are named as Additional Insured per Additional Insured Endorsement for ongoing and completed operation for General Liability as required by written contract. Town of Horizon City, its officers, agents and employees, and Owner are named as Additional Insured the General Liability policy per written contract. A waiver of subrogation exists in favor of Town of Horizon City, its officers, agents and employees, and Owner as to the general liability and auto policies per written contract. The general liability policy is primary and non-contributory. Thirty (30) day written notice of cancellation applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT - TEXAS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
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4. Supplementary Payments.....	10
5. Medical Payments.....	10
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(b) Lessor Of Leased Equipment	
(c) Vendors	
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18. Alienated Premises.....	17

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail Bonds: \$2,500
- b. Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance

Voluntary Property Damage Coverage:

\$1,000 Each Occurrence

\$5,000 Aggregate

Care, Custody Or Control Liability Coverage:

\$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Voluntary Property Damage Coverage: \$250

Care, Custody Or Control Liability Coverage: \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS	RATE	ADVANCE PREMIUM
	(a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	(For Limits in Excess of \$5,000)	(For Limits in Excess of \$5,000)
Care, Custody Or Control Liability			\$
TOTAL ANNUAL PREMIUM			\$

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **C. Coverages, 1. Employee Benefit Liability Coverage, c. Limits Of Insurance** of this endorsement; and

- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or

- 2) Occurred prior to the "first effective date" of this endorsement provided you did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C. Coverages, 1. Employee Benefit Liability Coverage, b. Who Is An Insured, (1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

- a) Reports all, or any part, of the act, error or omission to us or any other insurer; or
- b) Receives a written or verbal demand or claim for damages because of the act, error or omission.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed un-

der the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- 1) Refusal to employ;
- 2) Termination of employment;
- 3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- 4) Consequential liability as a result of 1), 2) or 3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Supplementary Payments - Coverages A and B also apply to this Coverage, however 1.b. and 2. of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or

the end of the policy period,
whichever is earlier; and

- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (a) An act, error or omission; or
 - (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;apply irrespective of the application of the Deductible Amount.
- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon no-

tification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers re-

ceived in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 4. Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph b. below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is insurance purchased by you to cover damages for acts, errors or omissions that occurred prior to the "first effective date".

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the

"employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such bene-

fits are made generally available to all "employees" who are eligible under the plan for such benefits;

- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

- 4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

- (2) The following definitions are deleted in their entirety and replaced by the following:

- 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

- 18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

- a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **Section III - Limits Of Insurance**.

- b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than i. War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
 - (i) Assumed in any contract or agreement; or
 - (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;
 - 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

- 3) Smog;
 - 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - 5) Settling, cracking, shrinking or expansion;
 - 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or
 - 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- (b) "Property damage" caused directly or indirectly by any of the following:
- (i) Earthquake, volcanic eruption, landslide or any other earth movement;
 - (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
 - (iii) Water under the ground surface pressing on, or flowing or seeping through:
 - 1) Foundations, walls, floors or paved surfaces;
 - 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:
- (i) You did your best to maintain heat in the building or structure; or
 - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs 3.a. and 3.b. above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

(1) Paragraph 6. of Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

- a. While rented to you, or temporarily occupied by you with permission of the owner;
- b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
- c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section B. Limits Of Insurance, 3. Damage To Premises Rented To You of this endorsement.

4. Supplementary Payments

Under Section I - Supplementary Payments - Coverages A and B:

a. Paragraph 1.b. is replaced by the following:

Up to the limit shown in Section B. Limits Of Insurance, 4.a. Bail Bonds of this endorsement for cost of bail

bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph 1.d. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B, Limits Of Insurance, 4.b. Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section B, Limits Of Insurance, 5. Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph a. of Paragraph 3. is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

- a. The following is added to **Section II - Who Is An Insured**:

- (1) Any person(s) or organization(s) described in Paragraph 8.a.(2) of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises;
- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph 8.a.(1) of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property

damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;

- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a) The exceptions contained in Paragraphs

(c)(i)4) or 6) of this endorsement; or

- b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

- 1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political sub-

division has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph 8.a.(1) of this endorsement:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor,

state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- (2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4. Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

- a. The following is added to Exclusion **2.j. Damage To Property** under Section **I - Coverage A - Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;

- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) Section **IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II - Who Is An Insured** does not apply to:

- 1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- 2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under Section **IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under Section **I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section **V - Definitions, 3. "Bodily injury"** is replaced by the following:

- 3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion 2.a. **Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph 2. under **Section II - Who Is An Insured**:

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

- a. **Section I - Coverages** is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or
- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the

damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
- 2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage **A - Bodily Injury And Property Damage Liability**, **2. Exclusions**, except for **j. Damage To Property**, Paragraphs **(3), (4), (5) and (6), k. Damage To Your Product**, and **l. Damage To Your Work**.

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means in-

formation, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

- (1) Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property, Paragraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

- (2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

- (3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section B. Limits Of Insurance, 16. Voluntary Property Damage Coverage

and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

- (a) Insureds;
(b) Claims made or "suits" brought; or
(c) Persons or organizations making claims or bringing "suits".

- (2) (a) Subject to (3) below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

- (b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

- (3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

(4) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section B. Limits Of Insurance, 16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. The limits of insurance will not be reduced by the application of such Deductible Amount.

- (b) Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of

Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

- a. Paragraph c. is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph f.(1) is deleted in its entirety.

18. Alienated Premises

Exclusion 2.j. Damage To Property, Paragraph (2) under Section I - Coverage A - Bodily Injury And Property Damage Liability does not apply if the premises are "your work".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS
AND AUTOMATIC WAIVER OF SUBROGATION
WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT,
PERMIT OR AUTHORIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

- (1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and
- (2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph b. does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph 1. above specifically requires you to provide additional insured coverage to that person or organization:
 - a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 01-01-2024	Policy Number: EBA 011 02 92
Named Insured: ASA ARCHITECTS P C, GMAT LLC	
Countersigned by:	

(Authorized Representative)

The person or organization named in the following schedule is an "insured" to the extent of their liability for the conduct of another "insured" as provided in **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured, Paragraph c.**

Schedule

Additional Insured

EL PASO INDEPENDENT SCHOOL DISTRICT

Address:

**6531 BOEING DR
EL PASO, TX 79925-1008**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 01-01-2024	Policy Number: EBA 011 02 92
Named Insured: ASA ARCHITECTS P C, GMAT LLC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of

payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

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COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" which the insured is legally obligated to pay as damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies:
 - a. Which is in excess of the "underlying insurance"; or
 - b. Which is either excluded or not insured by "underlying insurance".
2. If any limit of insurance, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury", "personal and advertising injury" or "property damage" arising out of that exposure unless that limit of insurance is specified in the Schedule of Underlying Insurance.
3. This insurance applies to "bodily injury", "personal and advertising injury" or "property damage" only if:
 - a. The "bodily injury", "personal and advertising injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - b. The "bodily injury" or "property damage" occurs during the policy period shown in the Declarations; or
 - c. The "personal and advertising injury" results from an "occurrence" that takes place during the policy period shown in the Declarations; and
- d. Prior to the "coverage term" no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part, or that the "personal and advertising injury" offense had been committed, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "coverage term", that the "bodily injury" or "property damage" occurred, or that the "personal and advertising injury" offense had been committed, then any continuation, change or resumption of such "bodily injury", "personal and advertising injury" or "property damage" during or after the "coverage term" will be deemed to have been known prior to the policy period.
4. "Bodily injury" or "property damage" which occurs during the "coverage term" and was not, prior to the "coverage term", known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term".
5. "Personal and advertising injury" caused by an offense which was committed during the "coverage term" and was not, prior to the "coverage term", known to have been committed by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "personal and advertising injury" offense after the end of the "coverage term".
6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred, or a "personal and advertising injury" offense will be deemed to have been known to have been committed at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- a. Reports all, or any part, of the "bodily injury", "personal and advertising injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the "bodily injury", "personal and advertising injury" or "property damage"; or
 - c. Becomes aware by any other means that "bodily injury" or "property damage" had occurred or has begun to occur, or that the "personal and advertising injury" offense had been committed or has begun to be committed.
7. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE.**

No other obligation or liability to pay sums or perform acts or services is covered, unless expressly provided for under **SECTION I - COVERAGE, C. Defense and Supplementary Payments.**

B. Exclusions

This insurance does not apply to:

1. Asbestos

Any liability arising out of, attributable to or any way related to asbestos in any form or transmitted in any manner.

2. Breach of Contract, Failure to Perform, Wrong Description and Violation of Another's Rights

"Personal and advertising injury":

- a. Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- b. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- c. Arising out of the wrong description of the price of goods, products or services stated in your "advertisement"; or
- d. Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

3. Contractual Liability

Any liability for which the insured is obligated to pay damages by reason of the

assumption of liability in a contract or agreement. This exclusion does not apply to liability for "bodily injury", "personal and advertising injury" or "property damage":

- a. That the insured would have in the absence of the contract or agreement; or
- b. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury", "personal and advertising injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

4. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

5. Damage to Property

"Property damage" to:

- a. Property:
 - (1) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - (2) Owned or transported by the insured and arising out of the ownership, maintenance or use of an "auto".
- b. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;

- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **b.** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **a.(2), c., d., e.** and **f.** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **c.** and **d.** of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph **f.** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

6. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

7. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

8. Distribution or Recording of Material or Information in Violation of Law

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d. Any federal, state or local statute, ordinance or regulation, other than the

TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

9. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

10. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply:

- (1) To liability for damages because of "bodily injury"; or
- (2) When such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

11. Employer's Liability Limitation

Any liability arising from any injury to:

- a. An "employee" of the insured sustained in the "workplace";
- b. An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- c. The spouse, child, parent, brother or sister of that "employee" as a consequence of **a.** or **b.** above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply when such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

12. Employment-Related Practices

Any liability arising from any injury to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of any injury to that person at whom any of the employment-related practices described in Paragraphs 12.a.(1), (2), or (3) above is directed.

This exclusion applies:

- a. Whether the injury-causing event described in Paragraphs 12.a.(1), (2), or (3) above occurs before employment, during employment or after employment of that person;
- b. Whether the insured may be liable as an employer or in any other capacity; and
- c. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

13. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually intended or expected.

However, this exclusion does not apply to:

- a. "Bodily injury" resulting from the use of reasonable force to protect persons or property; or
- b. "Bodily injury" or "property damage" resulting from the use of reasonable force to prevent or eliminate danger in the operation of "autos" or watercraft.

14. Falsity, Prior Publication, Criminal Act and Media and Internet Type Businesses

"Personal and advertising injury":

- a. Arising out of oral or written publication in any manner of material, if done by or at the direction of the insured with knowledge of its falsity;
- b. Arising out of oral or written publication in any manner of material whose first publication took place before the later of the following:
 - (1) The inception of this Coverage Part; or
 - (2) The "coverage term" in which insurance coverage is sought;
- c. Arising out of a criminal act committed by or at the direction of the insured; or
- d. Committed by an insured whose business is:
 - (1) Advertising, broadcasting, publishing or telecasting;
 - (2) Designing or determining content of websites for others; or
 - (3) An Internet search, access, content or service provider.

However, Paragraph d. does not apply to Paragraphs 17.a., b., c., d. and i. of "personal and advertising injury" under SECTION V - DEFINITIONS.

For the purposes of Paragraph d., the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

15. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property

rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement in your "advertisement", of copyright, trade dress or slogan.

16. Pollutant - Auto

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission or escape of "pollutants":

(1) That are, or that are contained in any property that is:

(a) Being transported or towed by, handled, or handled for movement into, onto or from, an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

(b) Otherwise in the course of transit by or on behalf of the insured; or

(c) Being stored, disposed of, treated or processed in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

(2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; or

(3) After the "pollutants" or any property in which the "pollutants" are contained are moved from an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph (1) above does not apply to "bodily injury" or "property damage" arising from fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal

electrical, hydraulic or mechanical functioning of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion or its parts, if:

(a) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(b) The "bodily injury" or "property damage" does not arise out of the operation of any equipment listed in Paragraphs f.(2) and (3) of the definition of "mobile equipment".

However, this exception to Paragraph (1) does not apply if the fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" are intentionally discharged, dispersed, emitted or released.

Paragraphs (2) and (3) above do not apply to an "occurrence" that occurs away from premises owned by or rented to an insured with respect to "pollutants" not in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion if:

(a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; and

(b) The discharge, dispersal, seepage, migration, release, emission or escape of the "pollutants" is caused directly by such upset, overturn or damage.

b. Any liability caused by "pollutants" and arising from the operation, maintenance, use, "loading or unloading" of an "auto", for which insurance coverage is excluded by "underlying insurance".

17. Pollutant - Other Than Auto

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal,

seepage, migration, release, emission or escape of "pollutants":

- (1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

However, Paragraph a.(1) of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "Bodily injury", if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;
 - (b) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to your "underlying insurance" as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;

- (4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

However, Paragraph a.(4) of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (b) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (5) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants".
- b. "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.
 - c. Any loss, cost or expense arising out of any.
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Paragraph c. does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

- d. Any liability caused by "pollutants", for which insurance coverage is excluded by "underlying insurance".

18. Recall of Products, Work or Impaired Property

Any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired Property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

19. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag or any other similar tactics to mislead another's potential customers.

20. War

Any liability, however caused, arising directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

21. Workers' Compensation

Any liability or obligation of the insured under any workers' compensation, unemployment compensation, disability benefits or similar law. However, this exclusion does not apply to liability of others assumed by you under an "insured contract" in existence at the time of "occurrence".

C. Defense and Supplementary Payments

- 1. We will have the right and duty to defend the insured against any "suit" seeking

damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies. We will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result when:

- a. The applicable limits of the "underlying insurance" and any other insurance have been exhausted by payment of claims; or
 - b. Damages are sought for "bodily injury", "personal and advertising injury" or "property damage" which are not covered by "underlying insurance" or other insurance.
2. Our right and duty to defend ends when the applicable Limit of Insurance, as stated in the Declarations, has been exhausted by payment of claims.
 3. We have no duty to investigate, settle or defend any claim or "suit" other than those circumstances described in Paragraph C.1. However, we do have the right to participate in the investigation, settlement or defense of any claim or "suit" to which this insurance applies. If we exercise this right, we will do so at our expense.
 4. If there is no underlying insurer or other insurance obligated to do so, we will pay the following when we provide a defense:
 - a. All expenses we incur.
 - b. The cost of bail bonds up to \$3,000 (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
 - c. The cost of bonds to appeal a judgment or award in any claim or "suit" we defend and the cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.
 - d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including the actual loss of earnings.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys'

fees or attorneys' expenses taxed against the insured.

5. If there is no underlying insurer obligated to do so, we will pay the following for an "occurrence" to which this insurance applies, even if we have no duty to provide a defense:
 - a. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable Limit of Insurance. If we make an offer to pay the applicable Limits of Insurance, we will not pay any prejudgment interest based on the period of time after the offer.
 - b. All interest awarded against the insured on the full amount of any judgment that accrues:
 - (1) After entry of the judgment; and
 - (2) Before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
6. The payments described in Paragraphs 4. and 5. above will not reduce the Limits of Insurance provided by this Coverage Part when defense or supplementary payments provided by the "underlying insurance" do not reduce their Limits of Insurance. However, when defense or supplementary payments provided by the "underlying insurance" reduce their Limits of Insurance then such expense payments paid by us will reduce the Limits of Insurance provided by this Coverage Part.
7. If we are prevented by law or otherwise from carrying out any of the provisions of **SECTION I - COVERAGE, C. Defense and Supplementary Payments**, we will pay any expense incurred with our written consent.

SECTION II - WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance, occupancy or use of an "auto":
 - a. If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (2) A partnership or joint venture, you are an insured. Your members, partners and their spouses are also insureds, but only with respect to the conduct of your business.

- (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (4) An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders. Each of the following is also a Named Insured:
 - (a) Any "subsidiary" company of such organization, including any "subsidiary" of such "subsidiary":
 - 1) Existing at the inception of this Coverage Part; or
 - 2) Formed or acquired on or after the inception of this Coverage Part.
 - (b) Any other company controlled and actively managed by such organization or any "subsidiary" thereof:
 - 1) At the inception of this Coverage Part; or
 - 2) If the control and active management thereof is acquired on or after the inception of this Coverage Part.
 - (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- b. Each of the following is also an insured:
- (1) Any "employee" of yours while acting within the scope of their duties as such.
 - (2) Any person or organization while acting as your real estate manager.
 - (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
 - (4) Your legal representative if you die, but only with respect to duties as such.
2. Only with respect to liability arising out of the ownership, maintenance, occupancy or use of an "auto":
- a. You are an insured.
 - b. Anyone else while using with your permission an "auto" you own, hire or borrow is also an insured except:
 - (1) The owner or any other person or organization (except your "executive officers" or principals) from whom you hire or borrow an "auto", unless such persons or organizations are insureds in your "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance". This exception does not apply if the "auto" is a trailer or semi-trailer connected to an "auto" you own.
 - (2) Your "employee", if the "auto" is owned by that "employee" or a member of his or her household, unless:
 - (a) Such "employee" is an insured with respect to that "auto" in the "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance"; or
 - (b) The "bodily injury" or "property damage" is sustained by a co-"employee" of such "employee".
 - (3) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos", unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
 - c. Anyone liable for the conduct of an insured described in Paragraphs 2.a. and b. above is also an insured, but only if they are provided insurance coverage for such liability by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance and then only for such hazards for which coverage is provided by such "underlying insurance".

3. At your option and subject to the terms and conditions of this insurance, any other person or organization not addressed by Paragraphs 1. and 2. above, but covered in the "underlying insurance" listed in the Schedule of Underlying Insurance are also insureds, but only to the extent that insurance is provided for such person or organization by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made, "suits" brought or number of vehicles involved or insured; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for all damages:
 - a. Included in the "products-completed operations hazard";
 - b. Because of "bodily injury" by disease sustained by your "employees" arising out of and in the course of their employment by you; or
 - c. Because of "bodily injury", "personal and advertising injury" or "property damage" not included within a. or b. above. However, this Aggregate Limit will not apply to damages which are not subject to an Aggregate Limit in the "underlying insurance".

The Aggregate Limit applies separately to a., b. and c. The Aggregate Limit described in c. will apply only to damages not subject to a. or b. above.

3. Subject to the Limit of Insurance described in 2.c. above:
 - a. Only in the event that "underlying insurance" specifically listed in the Schedule of Underlying Insurance provides an annual Aggregate Limit of Insurance for damages that would not be subject to 2.a. or b. above that is applicable separately to each:
 - (1) Location owned by, or rented or leased to you solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be at-

tributed to operations at only a single location, then the Aggregate Limit described in 2.c. above applies separately to each location owned by, or rented or leased to you.

- (2) Of your construction projects solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be attributed only to ongoing operations and only at a single construction project, then the Aggregate Limit described in 2.c. above applies separately to each of your construction projects.

- b. Only with respect to the application of Limits of Insurance described in 3.a. above, the following terms location and construction project will have the following meanings:

- (1) Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- (2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or entities, no matter how often or under how many different contracts, will be deemed to be a single construction project.

4. Subject to the limits described in 2. and 3. above, the Each Occurrence Limit is the most we will pay for the "ultimate net loss":

- a. In excess of the applicable limits of "underlying insurance"; or
- b. If an "occurrence" is not covered by "underlying insurance", but covered by the terms and conditions of this Coverage Part,

for all "bodily injury", "personal and advertising injury" and "property damage" arising out of any one "occurrence".

We will not pay more than the Limit of Insurance shown in this Coverage Part's Declarations for each "occurrence" because any Personal Umbrella Liability Policy(ies) is/are attached to this policy.

5. Subject to, and included within, the Limit of Insurance described in 4. above, we will not pay more than the limit of insurance required for the layer of insurance provided by this Coverage Part on behalf of:
 - a. An additional insured, as set forth in **SECTION II – WHO IS AN INSURED, Paragraph 3**; or
 - b. A party you have agreed to indemnify in an "insured contract".
6. Subject to the limits described in 2., 3., 4. and 5. above and to the terms and conditions of the "underlying insurance":
 - a. If the limits of "underlying insurance" have been reduced by payment of claims, this Coverage Part will continue in force as excess of the reduced "underlying insurance"; or
 - b. If the limits of "underlying insurance" have been exhausted by payment of claims, this Coverage Part will continue in force as "underlying insurance".
7. The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Appeals

If the insured or any insurer who provides the applicable "underlying insurance" elects not to appeal a judgment which exceeds the "underlying limit", we may elect to do so at our own expense. We shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall this provision increase our liability beyond:

- a. Our applicable Limits of Insurance for all "ultimate net loss";
- b. Our applicable Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments**; and
- c. The expense of such appeal.

2. Audit

If this Coverage Part is subject to Audit, as indicated in the Declarations, then the following Condition applies:

- a. The premium shown in the Premium Computation Endorsement as Advance Premium is a deposit premium. At the close of each audit period, we will compute the earned premium for that period. If:

- (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
- (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us. The due date for audit and retrospective premiums is the date shown as the due date on the bill.

However, in no event will the earned premium be less than the Minimum Premium stated in the Premium Computation Endorsement.

- b. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

3. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate shall not relieve us of any obligations under this Coverage Part.

4. Duties in the Event of Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim or "suit". To the extent possible, notice should include:

- (1) How, when and where the "occurrence" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence".

This requirement applies only when the "occurrence" is known to an "authorized representative".

- b. If a claim is made or "suit" is brought against any insured you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This requirement will not be considered breached unless the breach occurs after such claim or "suit" is known to an "authorized representative".

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. First Named Insured

The person or organization first named in the Declarations will act on behalf of all other insureds where indicated in this Coverage Part.

6. Legal Action Against Us and Loss Payments

- a. No legal action may be brought against us unless there has been full compliance with all the terms of this Coverage Part nor until the amount of the insured's obligation to pay has been finally determined as provided below. No person or organization has any right under this Coverage Part to bring us into any action to determine the liability of the insured.
- b. We shall be liable for payment of the "ultimate net loss" for any "occurrence" to which this Coverage Part applies:
 - (1) For "occurrences" not covered by "underlying insurance"; or
 - (2) In excess of the "underlying limit" applicable to the "occurrence" only after the insurers who provide the applicable "underlying insurance" have paid or become obligated to pay the amount of the "underlying limit" applicable to the "occurrence".

Our payment will be made following final determination of the amount of the insured's obligation to pay either by final judgment against the insured or by written agreement with the insured, the claimant, the underlying insurers and us.

7. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part at the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

8. Maintenance of Underlying Insurance

- a. While this Coverage Part is in effect, the insured shall maintain in force the "underlying insurance" listed in the Schedule of Underlying Insurance as collectible insurance. The terms, conditions and endorsements of "underlying insurance" will not materially change and renewals or replacements of "underlying insurance" will not be more restrictive in coverage.
- b. Limits of "underlying insurance" will not be reduced, except for any reduction or exhaustion in the aggregate limits of insurance due to payment of claims which are in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.
- c. In the event you fail or neglect to maintain "underlying insurance" as required, this Coverage Part will apply as though such "underlying insurance" was in force and collectible at the time a claim is presented to us which is in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.
- d. The limits of "underlying insurance" shall be deemed applicable, regardless of any defense which the insurer who provides the "underlying insurance" may assert because of the insured's failure to comply with any Condition of the policy or the inability of the insurer to pay by reason of bankruptcy or insolvency.
- e. You must notify us in writing as soon as practicable when any "underlying insurance" is no longer in effect or the limits or scope of coverage of any "underlying insurance" is changed.

9. Other Insurance

- a. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends and coverage is otherwise applicable, we will have the right, but not the duty to undertake to do so, provided that whomever we agree to defend and the Named Insured assign their rights to us under the policies of the insurers who did not defend. Such assignment must be in writing.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

10. Premium

The premium for this Coverage Part shall be as stated in the Declarations. The advance and anniversary premiums are not subject to adjustment, except as stated in the Declarations, or as stated in an endorsement issued by us to form a part of this Coverage Part.

You shall maintain records of such information as is necessary for premium computation, and shall, if requested by us, send copies of such records to us at the end of the "coverage term" and at such times during the policy period as we may direct.

11. Representations

- a. By acceptance of this Coverage Part, you agree that the statements in the Declarations are your agreements and representations, that this Coverage Part is issued in reliance upon the truth of such representations and that this Coverage Part embodies all agreements existing between you and us or any of our agents relating to this insurance.
- b. However, to the extent that the following applies in the "underlying insurance" listed specifically in the Schedule of Underlying Insurance, it will also apply to this Coverage Part:

Based on our reliance upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of this Coverage Part, we will not reject coverage under this Coverage Part based solely on such failure.

12. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

13. Transfer of Rights of Recovery Against Others to Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. Any recoveries shall be applied as follows:
 - (1) First, we will reimburse anyone, including the insured, the amounts actually paid by them that were in excess of our payments;
 - (2) Next, we will be reimbursed to the extent of our actual payment; and
 - (3) Lastly, any amounts left after meeting the obligations outlined in (1) and (2) above will be distributed to anyone else known to us at the time a recovery is made and who is legally entitled to such recovery.

Expenses incurred in the recovery shall be apportioned among all interests in the ratio of their respective recoveries as finally settled. If there is no recovery as a result of our attempts, we shall bear all of the recovery expenses.

- c. If prior to an "occurrence" to which this Coverage Part would apply, you and the issuer of your applicable "underlying insurance" listed specifically in the Schedule of Underlying Insurance waive any right of recovery against a person or organization for injury or damage, we will also waive any rights we may have against such person or organization.

14. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Authorized representative" means:

- a. If you are:
 - (1) An individual, you and your spouse are "authorized representatives".
 - (2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".
 - (3) A limited liability company, your members and your managers are "authorized representatives".
 - (4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".
 - (5) A trust, your trustees are "authorized representatives".
- b. Your "employees" assigned to manage your insurance program, or assigned to give or receive notice of an "occurrence", claim or "suit" are also "authorized representatives".

3. "Auto" means:

- a. Any land motor vehicle, trailer or semi-trailer designed for travel on public roads; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

"Auto" does not include "mobile equipment".

4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:

- a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

- (1) The day the policy period shown in the Declarations ends; or
- (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.

- b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

6. "Coverage territory" means anywhere.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.
10. "Hostile fire" means one that becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement,
 if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business, other than a contract or agreement pertaining to the rental or lease of any "auto", (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

- g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

Paragraphs f. and g. do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing. However, if such liability is insured by valid and collectible "underlying insurance" as listed in the Schedule of Underlying Insurance, this Paragraph (1) shall not apply for such hazards for which insurance coverage is afforded by such "underlying insurance";
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research;

public relations and new product development;

- (5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph (4), above;
 - (6) That indemnifies a website designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet Services include but are not limited to design, production, distribution, maintenance and administration of websites and web-banners; hosting websites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks;
 - (7) Under which the insured, if a website designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph (6), above;
 - (8) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - (9) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding,

building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Any land vehicle subject to a compulsory or financial responsibility law or other motor vehicle insurance law is considered an "auto".

16. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions, that results in "bodily injury" or "property damage"; or
- b. An offense that results in "personal and advertising injury".

All damages arising from the same accident, continuous or repeated exposure to substantially the same general harmful conditions, act or offense shall be deemed to arise from one "occurrence" regardless of:

- (1) The frequency of repetition;
- (2) The number or kind of media used; or
- (3) The number of claimants.

17. "Personal and advertising injury" means injury, including "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Abuse of process;
- d. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- e. Defamation of character, including oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- f. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- g. The use of another's advertising idea in your "advertisement";
- h. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

- i. Discrimination, unless insurance coverage therefor is prohibited by law or statute.

18. "Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include, but are not limited to, substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the site has been completed, if your contract calls for work at more than one site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition

was created by the "loading or unloading" of that vehicle by any insured; or

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

- a. Physical injury to or destruction of tangible property including all resulting loss of use. All such loss of use shall be deemed to occur at the time of the physical injury or destruction that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

21. "Subsidiary" means any organization in which more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination, by one or more of the Named Insureds.

22. "Suit" means a civil proceeding in which money damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such money damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such money damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

23. "Temporary worker" means a person who is furnished to you to:

- a. Substitute for a permanent "employee" on leave; or
- b. Meet seasonal or short-term workload conditions.

24. "Ultimate net loss" means the sum actually paid or payable in the settlement or satisfaction of the insured's legal obligation for damages, covered by this insurance, either by adjudication or compromise. "Ultimate net loss" does not include Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments** of this Coverage Part.

25. "Underlying insurance" means the insurance listed in the Schedule of Underlying Insurance and the insurance available to the insured under all other insurance policies applicable to the "occurrence". "Underlying insurance" also includes any type of self-insurance or alternative method by which the insured arranges for funding of legal liabilities that affords coverage that this Coverage Part covers.

26. "Underlying limit" means the total of the applicable limits of all "underlying insurance" less the amount, if any, by which the applicable limit of the applicable policy listed in the Schedule of Underlying Insurance has been reduced solely by payment of loss resulting from claims which are in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.

27. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

28. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and
- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

29. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. SECTION I - COVERAGE, B. Exclusions is modified to add the following:

This insurance does not apply to:

1. Any liability:
 - a. With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Any liability resulting from the "hazardous properties" of "nuclear material", if
 - a. The "nuclear material" (1) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this

Exclusion c. applies only to "property damage" to such "nuclear facility" and any property thereat.

B. SECTION V - DEFINITIONS is hereby modified to add the following definitions:

1. "Hazardous properties" include radioactive, toxic or explosive properties;
2. "Nuclear material" means "source material", "special nuclear material" or "by-product material";
3. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
5. "Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
6. "Nuclear facility" means:
 - a. Any "nuclear reactor";
 - b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", (3) or handling, processing or packaging "waste";
 - c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear materials", if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

7. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
8. "Property damage" includes all forms of radioactive contamination of property.

This endorsement, effective 12:01 a.m., 07/23/2026 forms a part of

Policy No. DPR5052259

Issued to ASA Architects, P.C.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIVIDUAL NOTICE OF CANCELLATION

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS,
CONSULTANTS AND ENGINEERS

It is agreed that, in the event this Policy is cancelled by the Company for any reason, or cancelled by the
NAMED INSURED, a thirty (30) days' notice of cancellation will be provided to the following entity:

Entity Name and Address:

Town of Horizon City
14999 Darrington Road
Horizon City TX 79928

This provision does not apply to a cancellation due to non-payment of premium to the Company or to a
premium finance company authorized to cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Liability Insurers Inc. Higginbotham Insurance Agency, Inc. 6101 Moon Street NE Suite 1000 Albuquerque NM 87111	CONTACT NAME: Eloise Hughes	FAX (A/C, No): 505-822-0341	
	PHONE (A/C, No, Ext): 505-822-8114	E-MAIL ADDRESS: ehughes@higginbotham.net	
INSURED ASA Architects, P.C. P O Box 146 Las Cruces NM 88004	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Transportation Insurance Company		20494
	INSURER B: XL Specialty Insurance Co.		37885
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

License#: 2081754
ASAARCH-01**COVERAGES****CERTIFICATE NUMBER:** 672890839**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						
	☐ EXCESS LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	☐ CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		7038419019	7/1/2026	7/1/2027	X PER STATUTE OTH-ER \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			DPR5052259	1/15/2026	1/15/2027	Each Claim Aggregate 2,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: BLDG0004 Municipal Facilities Phase 2 Public Works. Waiver of subrogation applies to the certificate holder its officers, agents and employees for Workers Compensation as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Town of Horizon City
14999 Darrington Road
Horizon City TX 79928

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Workers Compensation And Employers Liability Insurance
Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 ~~68~~ Franklin St, Chicago, IL 60606

Policy No: WC 7 38419019

Policy Effective Date: 07/01/2026

Policy Page: 36 of 52



Workers Compensation And Employers Liability Insurance
Policy Endorsement

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.
Schedule

1. Number of days advance notice: 10 Cancellation for Non-Payment of Premium
30 Cancellation other than Non-Payment of Premium
30 Notice of Non-Renewal
2. Notice will be mailed to:
Town of Horizon City
14999 Darrington Road
Horizon City, TX 79928

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 42 06 01 (01-1994)

Endorsement Effective Date: 07/23/2026

Endorsement No: 16; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 7 38419019

Policy Effective Date: 07/01/2026



Workers Compensation And Employers Liability Insurance
Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 7 38419019

Policy Effective Date: 07/01/2026

Policy Page: 36 of 52



TOWN OF HORIZON CITY

MEMORANDUM

Date: August 11, 2026

To: Honorable Mayor and Members of City Council

From: Jesse A. Sanchez, P.E., CIP Project Manager

SUBJECT: City Council Agenda Item No. 9: That the Mayor be authorized to sign and deliver the Consultant Services Agreement for Professional Services with ASA Architects, P.C. for the Architectural Design and Construction Support Services, Municipal Facilities Phase 2 Public Works (Town Project No. BLDG 0004) with a total compensation of One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00). Funding to be provided by 2023 Certificates of Obligations.

PURPOSE: This item was requested by the Public Works Department to provide improved office spaces, vehicle parking spaces and storage spaces for equipment, materials and supplies.

JUSTIFICATION: The Public Works Department has outgrown its existing facility and supply yard. The Department anticipates additions to its workforce and physical assets to meet the challenges of a growing community. The proposed improvements will allow better care and faster service for government buildings, public parks, roadways and storm drain systems.

IMPACTS OF NON-APPROVAL: Without space improvements that require architectural services, the Public Works Department will remain in its portable building and may not be prepared to meet the needs of a growing community. Furthermore, its supply yard will not be adequate for storage of bulk materials and specialized equipment that are critical for daily municipal operations and emergency responses.

RECOMENDATION: It is recommended that the Council approves Item No.9 to ASA Architects,, P.C. for Architectural Design and Construction Support Services for Municipal Facilities Phase 2 Public Works, Town Project No. BLDG 0004 in the amount of One Hundred Sixty Thousand and no dollars (\$160,000.00). Funding to be provided by 2023 Certificates of Obligation.

BUDGET BOOK

FY 2027



El Paso County 911 District

'A unified intelligence operation protecting El Paso County from call to closure.'

EL PASO COUNTY 911 DISTRICT FY27 BUDGET



El Paso County 911 District Budget Plan Fiscal Year 2027

Attached for your review is our proposed budget for FY2027. On June 25, 2026, the El Paso County 911 District Board of Managers approved the proposed budget. Per our governing statute the District must present our budget to all of the participating jurisdictions within El Paso County for their review and approval. The budget will then be formally adopted by the Board of Managers prior to October 1, 2026.

This budget is designed to continue moving the El Paso Region into the next generation of 9-1-1 technology (NG911), interconnecting the community and first responders using the most efficient tools available. As we stand at the intersection of NG911 and the internet of things, the District is committed to unlocking the future of NG911 for El Paso.

We are proud of the excellent service we provide to the El Paso community and look forward to meeting with you to present our FY2027 budget. Please let us know if you have any questions and thank you for your support of El Paso's 9-1-1 system.

Sincerely,

Scott Calderwood, Executive Director
El Paso County 911 District
6055 Threadgill Ave.
El Paso, Texas 79924
(915) 832 6812
scottc@elpaso911.org

* Should your jurisdiction choose to take no formal action, this budget will be automatically approved by operation of statute on the sixty-first day following your receipt of this document.

EL PASO COUNTY 911 DISTRICT

District Mission

The El Paso County 911 District is an emergency communications district, providing 9-1-1 service in El Paso for over 30 years. Our mission is to continuously make a difference by providing outstanding professional services that facilitate the vital connection between our community and emergency services.

District Vision

The El Paso County 911 District will be a leader and innovator bringing the latest and most efficient technology to our 9-1-1 community. We will be a model 9-1-1 center respected by others across the country. We will be a high performing organization powered by motivated professionals that work harmoniously and collaboratively to support our mission.

District Governance

The District operates under Texas Health and Safety Code, Chapter 772. It is governed by a Board of Managers appointed by the entities it serves. By statute the Board is made up of one member from the County of El Paso, two members from the most populous city in the County (City of El Paso), one member from the second most populous city in the County (City of Socorro), one member appointed, at large, by the Board of Managers to represent all other entities within the County, and one member from the predominant phone service provider (AT&T).

District Funding

The District is funded by 9-1-1 service fees. Fees are collected monthly from both wireline and wireless phones and remitted to the District. The Board maintains local control of wireline fees and sets the rate each year as a part of the budget process. For FY2026 the Board has maintained the fee from FY2015 of \$1.38 per residential line and \$4.46 per business line.

Wireless fees are set by the State of Texas. For FY2027 the wireless fee is \$.50 per line or 2% of any pre-paid phone service. The fees are collected by the State Comptrollers and distributed to 9-1-1 entities based on population.

2027 BOARD OF MANAGERS

Kristian Menendez, Chair
Emergency Services District No. 1

At-Large Representative

Oscar Ugarte
El Paso County Sheriff's Office

County of El Paso

Pete Pacillas
El Paso Police Department

City of El Paso

Robert Rojas
Socorro Police Department

City of Socorro

Mario D'Agostino
City of El Paso

City of El Paso

Monica Ballesteros
AT&T

Primary Phone Service Provider

911 DISTRICT VALUES

"DO THE RIGHT THING"

BE ACCOUNTABLE

Dependability
Fairness
Transparency

PRACTICE INTEGRITY

Honesty
Professionalism
Trustworthy

COLLABORATE

Build Relationships
Be Creative and Innovate
Teamwork
Effective Communication

INSPIRE

Self-Motivated
Enthusiastic

KINDNESS

Respect
Compassion
Service to Others

HAVE FUN

DISPATCH OFFICES SUPPORTED BY THE DISTRICT

- El Paso County Sheriff's Office
- Canutillo ISD Police Department
- City of El Paso 9-1-1 & 3-1-1 Communications
- City of Socorro Police Department
- Anthony Police Department
- Horizon City Police Department
- Emergency Service Districts (ESD) 1 & 2
- UTEP Police Department
- El Paso Independent School District Police Department
- Socorro Independent School District Police Department
- Ft. Bliss Directorate of Emergency Services
- El Paso Community College Police Department
- Texas Tech University Police Department
- Ysleta Del Sur Pueblo

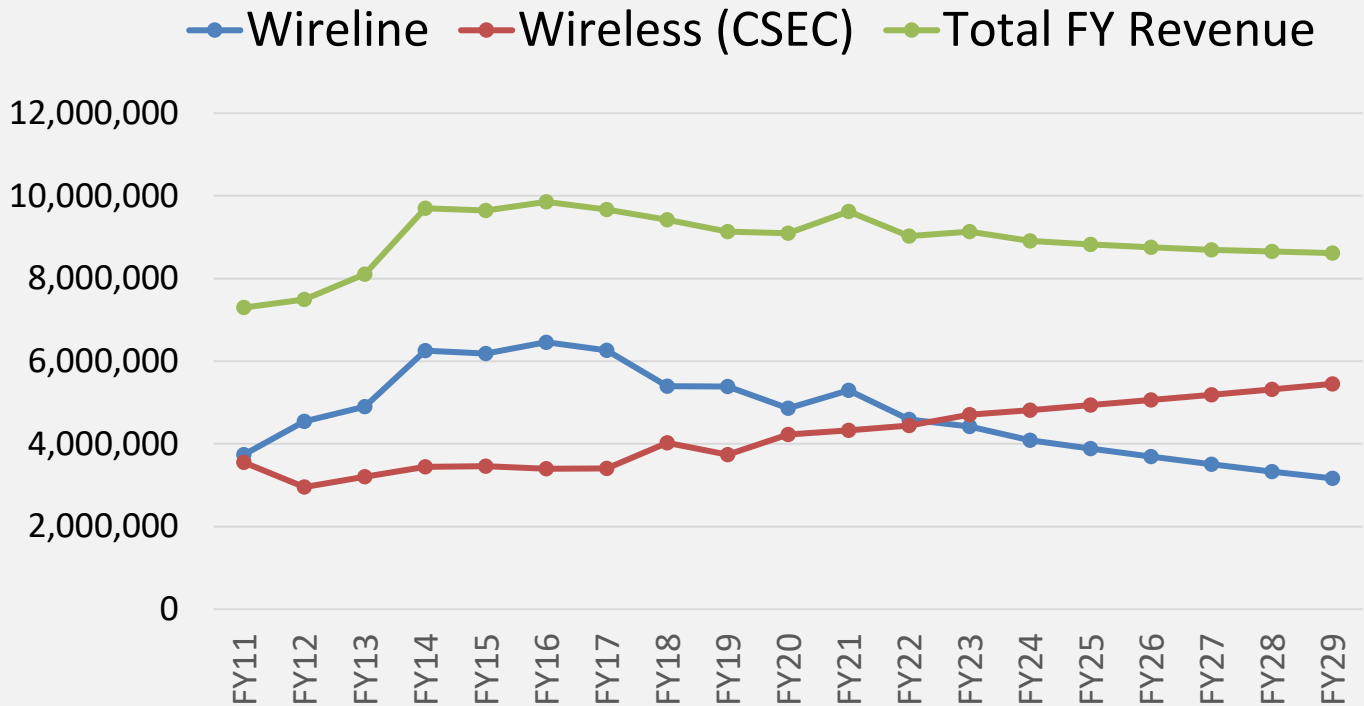
RESPONSE AGENCIES SUPPORTED BY THE DISTRICT

Anthony Police Department	El Paso ISD Police Department
Clint Fire Department	El Paso Police Department
Clint Police Department	El Paso County Sheriff's Office
El Paso County Precinct 1 Constable's Office	Fabens Fire Department
El Paso County Precinct 2 Constable's Office	Fort Bliss Fire Department
El Paso County Precinct 3 Constable's Office	Fort Bliss Military Police Department
El Paso County Precinct 4 Constable's Office	Horizon City Fire Department
El Paso County Precinct 5 Constable's Office	Horizon City Police Department
El Paso County Precinct 6 Constable's Office	Montana Vista Fire Department
El Paso County Precinct 7 Constable's Office	San Elizario Fire Department
County Fire Marshals (ESD1)	San Elizario Town Marshal
County Fire Marshals (ESD2)	Socorro Fire Department
El Paso 3-1-1	Socorro ISD Police Department
El Paso Animal Control	Socorro Police Department
El Paso Community College Police Department	Texas Tech Police Department
El Paso County Ambulance Service	UT El Paso Police Department
El Paso Fire Department	West Valley Fire Department
El Paso Fire Marshal	YDSP Fire Department

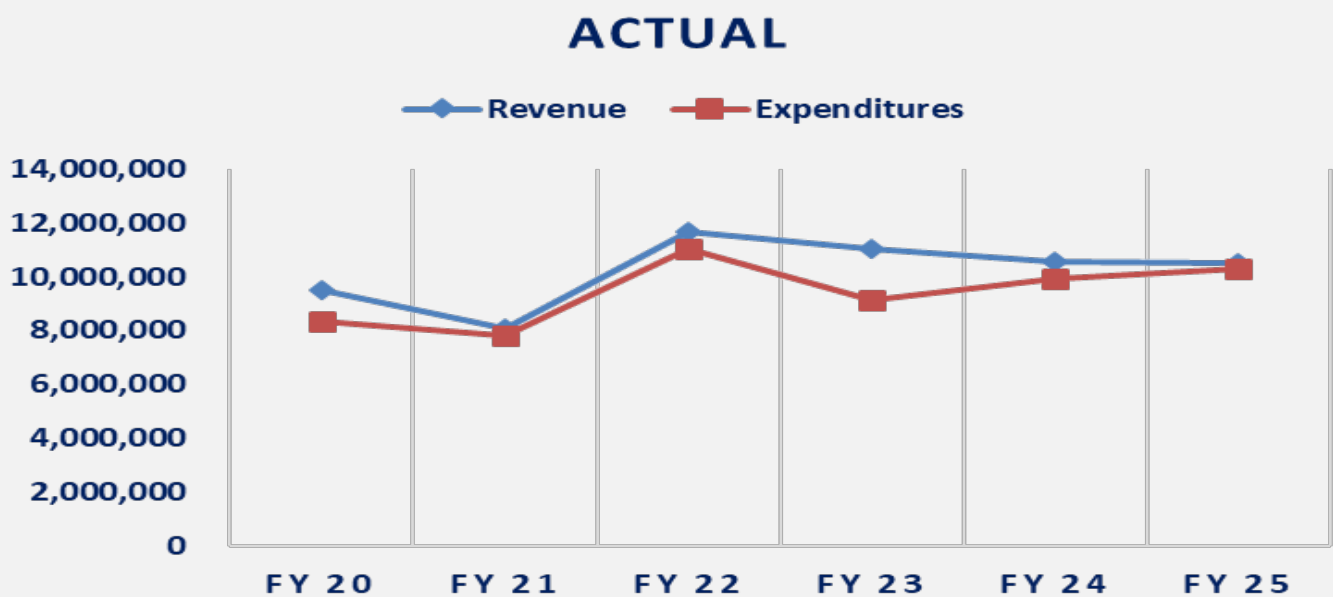
Proposed FY 2027 Budget

Revenue	FY26 Budget	FY27 Budget	FY27 + / -	% +/-
Operating				
District Administration	9,422,950.00	8,870,750.00	(552,200.00)	-5.86%
RMS Reimb by City & County	0.00	625,088.32	625,088.32	100.00%
Total Revenue	9,422,950.00	9,495,838.32	72,888.32	0.77%
Expenditures	FY26 Budget	FY27 Budget	FY27 + / -	% +/-
Operating				
District Administration	2,608,840.00	3,236,018.32	627,178.32	24.04%
911 Network Operations	6,150,543.16	5,945,142.23	(205,400.93)	-3.34%
Facility Operations	746,558.04	814,051.78	67,493.74	9.04%
Total Operating	9,505,941.20	9,995,212.33	489,271.13	5.15%
Agency Assistance				
Agency Support Programs	239,541.42	242,451.42	2,910.00	1.21%
Total Agency Assistance	239,541.42	242,451.42	2,910.00	1.21%
Capital				
Capital	793,000.00	326,000.00	(467,000.00)	-58.89%
Total Capital	793,000.00	326,000.00	(467,000.00)	-58.89%
Total Expenses	10,538,482.62	10,563,663.75	25,181.13	0.24%
State Appropriation Request	1,305,550.00	1,067,825.43	(237,724.57)	-18.21%

Revenue Analysis: Historical Trends and Future Projections



Yearly Financial Performance Analysis



FY26 Budget Summary

District Administration

\$3,236,018

"FY27 prioritizes organizational stability, workforce support, and responsible financial management."

Major Expense Categories

- Salaries & Benefits: \$2,900,00
- Professional Services: \$43,795
- Insurance: \$89,200
- Supplies & Operations: \$203,023

Strategic Highlights

- Investment in workforce stability and employee retention
- Increased personnel and benefit funding to support operational continuity
- Ongoing support for professional development and training
- Sustained administrative oversight and governance functions
- Conservative revenue forecasting to maintain fiscal responsibility

911 Network Operations

\$5,945,142

"Network Operations remains the District's highest operational priority, ensuring reliable emergency communications and system resiliency."

Major Expense Categories

- Telephone Connectivity: \$1,381,093
- CAD & Software Maintenance: \$2,897,057
- Network & GIS Subscriptions: \$695,322
- Professional & Engineering Services: \$493,039

Strategic Highlights

- Investment in updated mission-critical 911 infrastructure
- Support for CAD systems, telecommunication systems, GIS, and connectivity services
- Focus on network reliability, interoperability, and system continuity
- Sustained support for regional public safety communications technology

Agency Support Programs

\$242,451

"The Agency Support Program strengthens partnerships, training, standardization and community awareness across the region."

Major Expense Categories

- Technology Assistance: \$178,701
- Public Education: \$13,750
- Training & Education: \$50,000

Strategic Highlights

- Targeted support for partner agencies through technology assistance
- Ongoing investment in public education and community outreach
- Sustained telecommunicator training and workforce development
- Reinforcement of regional collaboration and stakeholder engagement

Facility Operations

\$814,051

"Facility Operations supports uninterrupted 24/7 emergency communications through reliable infrastructure and maintenance services."

Major Expense Categories

- Utilities: \$224,000
- Custodial Services: \$257,663
- Maintenance: \$162,200
- Facility Supplies: \$115,695

Strategic Highlights

- Continued support for facility maintenance and operational readiness
- Investment in building infrastructure, equipment, and fleet support
- Sustained funding for custodial services and utilities
- Focus on maintaining a secure and functional emergency communications environment

Capital Projects

\$326,000

"FY27 capital planning emphasizes targeted infrastructure investment and discipline spending"

Major Expense Categories

- Equipment: \$150,000
- Network Hardware & Software: \$176,000

Strategic Highlights

- Significant reduction in capital spending to support overall fiscal sustainability
- Focused investment in essential network hardware upgrades
- Deferred non-critical equipment, furniture, and software expenditures
- Prioritization of infrastructure lifecycle management over expansion

El Paso County 911 District

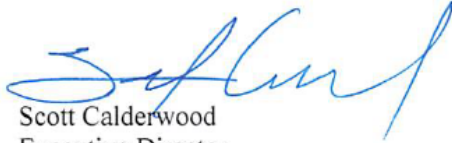
Fiscal Year 2025 Budget Summary

	FY25 Adopted	FY25 Actual	Percentage Received
Revenue			
Operating			
Service Fees	9,059,800.00	9,391,978.96	103.67%
Other Income	2,215,312.00	91,638.36	4.14%
Bank Interest Income	90,000.00	72,812.79	80.90%
Investment Interest Income	348,000.00	431,000.02	123.85%
* Not Cash			
Federal Grant			
Fed Grant Reimbursement	511,372.50	522,048.26	102.09%
Total Revenue	12,224,484.50	10,509,478.39	85.97%

	Budget	Expenditures	Percentage Used
Expenses			
Operating			
District Administration	2,583,446.81	2,475,171.17	95.81%
911 Network Operations	5,394,851.48	4,453,544.13	82.55%
Facility Operations	960,369.00	754,687.35	78.58%
Total Operating	8,938,667.29	7,683,402.65	85.96%
Agency Assistance			
Agency Support Programs	987,600.00	415,886.63	42.11%
Total Agency Assistance	987,600.00	415,886.63	42.11%
Capital Improvements			
Capital Items	1,549,027.80	1,789,279.47	115.51%
Total Capital Improvements	1,549,027.80	1,789,279.47	115.51%
Federal Grant Reimbursement			
ESInet NG911 Maint Reimb	409,098.00	419,773.76	102.61%
Total Federal Grant Reimbursement	409,098.00	419,773.76	102.61%
Total Expenses	11,884,393.09	10,308,342.51	86.74%

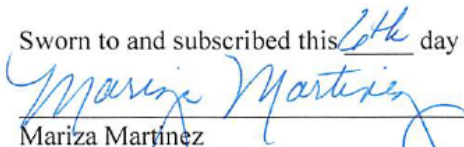
Sworn Statement

I, Scott Calderwood, Director of the El Paso County 911 District, swear that these Audited Financial Statements of the El Paso County 911 District are a true and correct report of the funds received and spent by the District during the fiscal year beginning October 1, 2024 and ending on September 30, 2025.

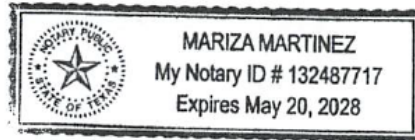


Scott Calderwood
Executive Director
El Paso County 911 District

Sworn to and subscribed this 20th day of January 2026.



Mariza Martinez
Notary Public in and for the State of Texas
My commission expires: 5-20-28





"Our commitment to live by our shared values is our strategy for success."

El Paso County 911 District
6055 Threadgill Ave
El Paso, Texas 79924
info@elpasocounty911.org

Scott Calderwood
Executive Director
(915) 832-6812
Scottc@elpasocounty911.org



11951 Freedom Drive, Suite 1800, Reston, Virginia 20190

Bernadette Ortega
Horizon City Police Department
14999 Darrington Road
Horizon City, TX 79928
Tel: (915) 852-1047
Email: bortega@horizoncity.org

Reference No. IDTX-L07142025-01C

IDEMIA is pleased to provide Horizon City Police Department with the following price quote for the MBIS Workstation for submission to the "State AFIS (TXDPS)" MBIS Automated Fingerprint Identification System (AFIS) AFIS.

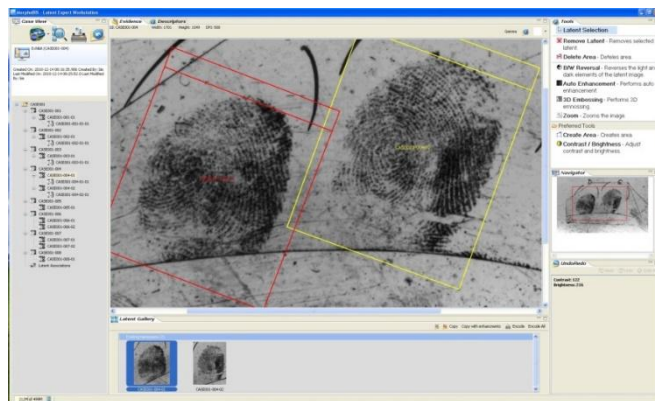
MBIS Multimodal Workstation

The Multimodal Workstation is equipped with Card Capture capabilities and Latent Expert application, allowing a user to perform Tenprint/Palmprint card capture as well as latent capture and processing.

The Card Capture application supports tenprint and palmprint card processing, and verification of fingerprints and palmprints. Images from fingerprint cards are captured by a high-resolution flatbed document scanner. An entire fingerprint/palmprint card can be captured at 500 or 1000 ppi in 256 shades of gray.

With the Card Capture application, the operator scans the images on the card into the application, and enters text associated with the record. After a card is scanned and submitted, IDEMIA's advanced print processing algorithm automatically separates the four-finger slap image into individual fingers for processing, while retaining the original image. Next, the system prepares the prints for feature extraction, extracts feature data, evaluates image quality, and identifies data inconsistencies, such as errors resulting from slap-to-roll comparison. All of these processes are automatic, requiring no operator intervention or special fingerprint training.

The Multimodal Expert Workstation also supports latent processing, latent print management, and verification of search results using the Latent Expert application. With the MBIS Latent Expert Application, operators can create cases with new evidence, and search for existing cases. Evidence can be added to the cases by digital camera, flatbed scanner, or digital file. The Latent Expert's Latent Case Management capability is available at the Multimodal Expert Workstation, and is used to store original evidence images, as well as all searches, complete with a history of filters and enhancements for each search.



MBIS Latent Expert Application

The Latent Expert Application provides capabilities to capture, process, and manage evidence images. The user-friendly interface allows operators to manage their assigned latent case work and efficiently make identifications. At the Workstation, operators can quickly create a new case, or search for an existing case. Once a case has been created, the operator can capture evidence images with a digital camera or flatbed scanner, or import images from a digital file. To improve the chances for getting a Hit, the proposed scanner captures images at 1000 ppi. Next, the operator enters evidence descriptors pertinent to the image; for example, where the evidence was found, or any processing performed to obtain the evidence.

Benefits

Key benefits of the Latent Expert include:

- ◆ Allows latent technician to submit and receive responses to and from the TX DPS AFIS and FBI NGI from one single workstation
- ◆ Secure Relational Database Management System (RDBMS) – The Latent Expert application uses a secure Relational Database Management System (RDBMS) for latent case management, and role-based access control to limit user access to the workstation capabilities.
- ◆ Extensive Assortment of Image Enhancement Tools – The Latent Expert provides filters and image enhancement tools to help operators accurately and efficiently encode the extracted latent prints.
- ◆ Latent Case Management System (LCM) – The LCM provides a complete set of data elements for crime case management. All case data, including evidence images, evidence descriptors, latent prints extracted from the evidence, latent descriptors, and a comprehensive search history, is stored in the RDBMS. The LCM uses a criminal case data model. Evidence images are stored so that all latent prints captured within a lift are visible, allowing operators to see the physical relationship between the latent prints. The case data model retains each encoding of a print, including feature data, classification, image enhancements, and the descriptor and filter values. In this way, operators can review the difference between each subsequent search of the latent print.
- ◆ Supports Case Access by Multiple, Simultaneous Users – Criminal case records can be accessed simultaneously by multiple Latent Expert operators, significantly reducing the time it takes to process searches based on a variety of filters and enhancements. Operators can independently capture evidence, define latent prints, encode prints, initiate searches, and verify search results. Each latent search is processed independently, allowing operators to launch a latent search while a search for the same latent, using different filters, is still in progress.

MBIS Card Capture (MCC)

The MBIS Card Capture (MCC) supports tenprint and palm print card processing, as well as verification of fingerprints and palm prints. Images from fingerprint cards are captured by a high-resolution flatbed document scanner. An entire fingerprint / palm print card can be captured at 500 pixels per inch (ppi) or 1,000 ppi in 256 shades of gray.

Operator scans the images on the card into the application, and enters text associated with the record. After a card is scanned and submitted our advanced print-processing algorithm automatically separates the four-finger slap image into individual fingers for processing, while retaining the original image. The system then prepares the prints for feature extraction; extracts feature data, evaluates image quality; and identifies data inconsistencies, such as errors resulting from slap-to-roll comparison. These processes are automatic, requiring no operator intervention or special fingerprint training.

Solution Description and Pricing

IDEMIA proposes the equipment, software, and services described in Table 1

Latent Expert Workstation

Table 1. Pricing

	Description	Qty	Price
MBIS LATENT XPT, 2 MON	<u>IDEMIA MBIS 5.x Latent Expert Workstation</u> IDEMIA MBIS 5.x Latent Expert Workstation 2 Monitor(s) Software, MBIS 5, Latent Expert Installation Services Freight Warranty: 1 Year warranty, 9X5, on-site response and parts replacement	1	\$28,550.00
MBIS LATENT XPT, 2 MON, MAINT95	<u>Optional Annual Maintenance: (to start after 1st Year Warranty)</u> 1 Year On-site Advantage Solution, 9X5	1	\$3,384.00

	Description	Qty	Price
MBIS5-LATENTXPT-SW	<u>IDEMIA MBIS 5.x Latent Expert SW License ONLY</u> Software, MBIS 5, Latent Expert Warranty: 1 Year warranty, 9X5, on-site response and parts replacement	1	\$17,000.00
MBIS5-IAT-CUSTOM	Installation Services (MBIS Client Software License, only)	1	\$1,808
MBIS5-LATENTXPT-MAINT, 9X5	<u>Optional Annual Maintenance: (to start after 1st Year Warranty)</u> 1 Year On-site Advantage Solution, 9X5	1	\$3,060.00

Current shipping is 60-90 days after receipt by IDEMIA of Horizon City Police Department completed pre-installation documentation, or as otherwise scheduled.

Unless otherwise detailed above, prices exclude any and all state, or local taxes, or other fees or levies.

Optional Annual Maintenance Support will start immediately following the 1st Year Warranty. Annual Maintenance prices shown above are for Year 2 only. Annual maintenance pricing is subject to increase beginning in Year 3. Please contact the IDEMIA Maintenance Agreement team for pricing details: ContractMaintenance@us.idemia.com.

Customer Responsibilities

Horizon City Police Department is responsible for the following:

- ◆ Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- ◆ Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- ◆ Network communications: To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies (to/from El Paso).
- ◆ NOTE: Performance will be affected by network bandwidth. IDEMIA requires a minimum 10Mbps dedicated network connection with a maximum latency of 25 milliseconds for each remote workstation running the Latent Expert application. If the remote site has three or more workstations, a 30Mbps connection is recommended.
- ◆ Installation, testing and troubleshooting any network communication connections, lines and/ or Horizon City Police Department network devices.
- ◆ Completion and return of IDEMIA pre-install documentation to IDEMIA Program Team.
- ◆ Obtaining all required authorizations and permissions for connecting to El Paso MBIS AFIS. This includes establishing a network connection and user agreement with El Paso.

Assumptions

In developing this price quote, IDEMIA has made the following assumptions:

- ◆ An inter-agency agreement between Horizon City Police Department and El Paso will be in place.
- ◆ Horizon City Police Department will provide all necessary communication to connect to El Paso. This includes, but is not limited to hubs, routers, modems, etc.
- ◆ Workstation shipment and On-site Installation Services will be scheduled after network connectivity to El Paso has been established and verified and IDEMIA's Program team has received the completed pre-install documentation from Horizon City Police Department.

The following items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

Additional engineering efforts by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Horizon City Police Department's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices exclude any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days of the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Firm delivery schedules will be provided upon receipt of a purchase order and IDEMIA receipt of completed pre-install documentation.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Pricing is valid through: August 1st 2026

Purchase orders should be sent to IDEMIA by electronic mail or U.S. postal mail to:

IDEMIA
14 Crosby Dr., 2nd Floor
Bedford, MA 01730
Email: elena.blessing@ps-idemia.com

Please direct all questions and order correspondence to:

Elena Blessing
IDEMIA Inside Sales
Email: elena.blessing@ps-idemia.com

We look forward to working with you.

Sincerely,

Christian Henry

Sr. Vice President - IDEMIA Identity & Security USA LLC

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X5*	Included in Warranty	Available for purchase
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

*Customer local time

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 11951 Freedom Drive, Suite 1800, Reston, Virginia 20190 and _____, ("Customer"), having a place of business at _____,

enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$_____, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual

of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed _____
Name _____
Title _____
Date _____

NAME ("CUSTOMER")

Signed _____
Name _____
Title _____
Date _____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term “Licensor” means Idemia Identity & Security USA LLC, (“IDEMIA”); “Licensee,” means the Customer; “Primary Agreement” means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and “Agreement” means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 “Designated Products” means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term “Software” does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

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4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

SECTION 5. OWNERSHIP AND TITLE

IDEMIA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by IDEMIA or another party, or any improvements that result from IDEMIA's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in IDEMIA, and Licensee will not have any shared development or other intellectual property rights.

SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2 IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. **The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.**

SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8. TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

SECTION 9. UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

11.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. **PREVAILING PARTY.** In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

ORDINANCE NO. ____
TOWN OF HORIZON CITY
2026 TAX LEVY ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF HORIZON CITY, TEXAS, APPROVING THE 2026 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 2025 and 2026 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 2026;

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, 2026; and

WHEREAS, a public hearing on the proposed tax levy was held on September 8, 2026 as required by State law.

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

1. APPROVAL OF 2026 TAX RATE AND LEVY

That there be and is hereby levied and shall be assessed and collected for the year 2026, 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 **0.595788 cents** (\$0.595788) 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 0.379471 cents (\$0.379471) 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 0.216317 cents (\$0.216317) 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 \$12.83.

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 2026, 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 _____



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: August 11, 2026

To: Honorable Mayor and Members of City Council

From: David Ruiz, Planner

SUBJECT: On the Vacation application request (Case No. SDV26-0001), to vacate a portion of a 10' Utility Easement of Lot 59, Block 20, Rancho Desierto Bello Unit 12A, Town of Horizon City, El Paso County, Texas.

On July 20, 2026, the Planning & Zoning Commission unanimously recommended approval of the Vacation of Easement for 14207 Desierto Bonito with the condition of the 10' restrictive easement to remain in place and the carport shall not be used for any commercial uses.

The application meets all minimum requirements of a Vacation of Easement and staff recommends approval with the condition of the 10' restrictive easement to remain in place and the carport shall not be used for any commercial uses.

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



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

Case No.: SDV26-0001
Application Type: Easement Vacation
P&Z Hearing Date: July 20, 2026
Staff Contact: David Ruiz, Planner
915-852-1046 ext.404; druiz@horizoncity.org
Address/Location: 14207 Desierto Bonito
Property ID No.: R22000002005900
Legal Description: A portion of a 10' Utility Easement of Lot 59, Block 20, Rancho Desierto Bello Unit 12A, Town of Horizon City, El Paso County, Texas.
Existing Use: R-9
Owner: Juan Ramos
Applicant/Rep.: Juan Ramos
Nearest Park: RDB Park
Nearest School: Ricardo Estrada Middle School

SURROUNDING PROPERTIES:		
	Zoning	Land Use
N	M-1	Industrial
E	R-9	Residential
S	R-9	Residential
W	No Zoning (El Paso County)	Vacant
LAND USE AND ZONING:		
	Existing	Proposed
Land Use	Residential	Residential
Zoning	R-9	R-9

Application Description:

On the **Vacation** application request (**Case No. SDV26-0001**), to vacate a portion of a 10' Utility Easement of Lot 59, Block 20, Rancho Desierto Bello Unit 12A, Town of Horizon City, El Paso County, Texas.

Notice:

In accordance with Horizon City Code of Ordinance, *Chapter 1 General Provisions, Article 1.08 Vacation of Public Easement or Right-of-Way, Section 1.08.003 Procedure; Notice of Public Hearings (b) (2) Public Easement Vacation*, notice of the planning and zoning commission and the city council hearing shall not be required personally to abutting property owners when the application is for vacation of a public easement. Any responses received by staff will be presented to the Commission at the meeting.

Staff Recommendation:

Staff recommends approval with the following conditions:

1. The 10' restrictive easement to remain in place.
2. The carport shall not be used for any commercial uses.

HRMUD

No objections

El Paso Electric

~~We do not have any issue with the vacation of easement. EPEC does not have any existing lines along the West boundary of the lot.~~

Texas Gas Service

~~In reference to the vacation of easement at 14207 Desierto Bonito St., Texas Gas does not currently have any comments. The vacation will not interfere or otherwise compromise our existing main on this street.~~

El Paso Natural Gas – Kinder Morgan

~~This project area is clear of El Paso Natural Gas a company of Kinder Morgan Pipelines and Facilities.~~

Spectrum

No comments

AT&T

No comments

Attachments:

Attachment 1 – Aerial Map

Attachment 2 – Zoning Map

Attachment 3 – Survey and M&B

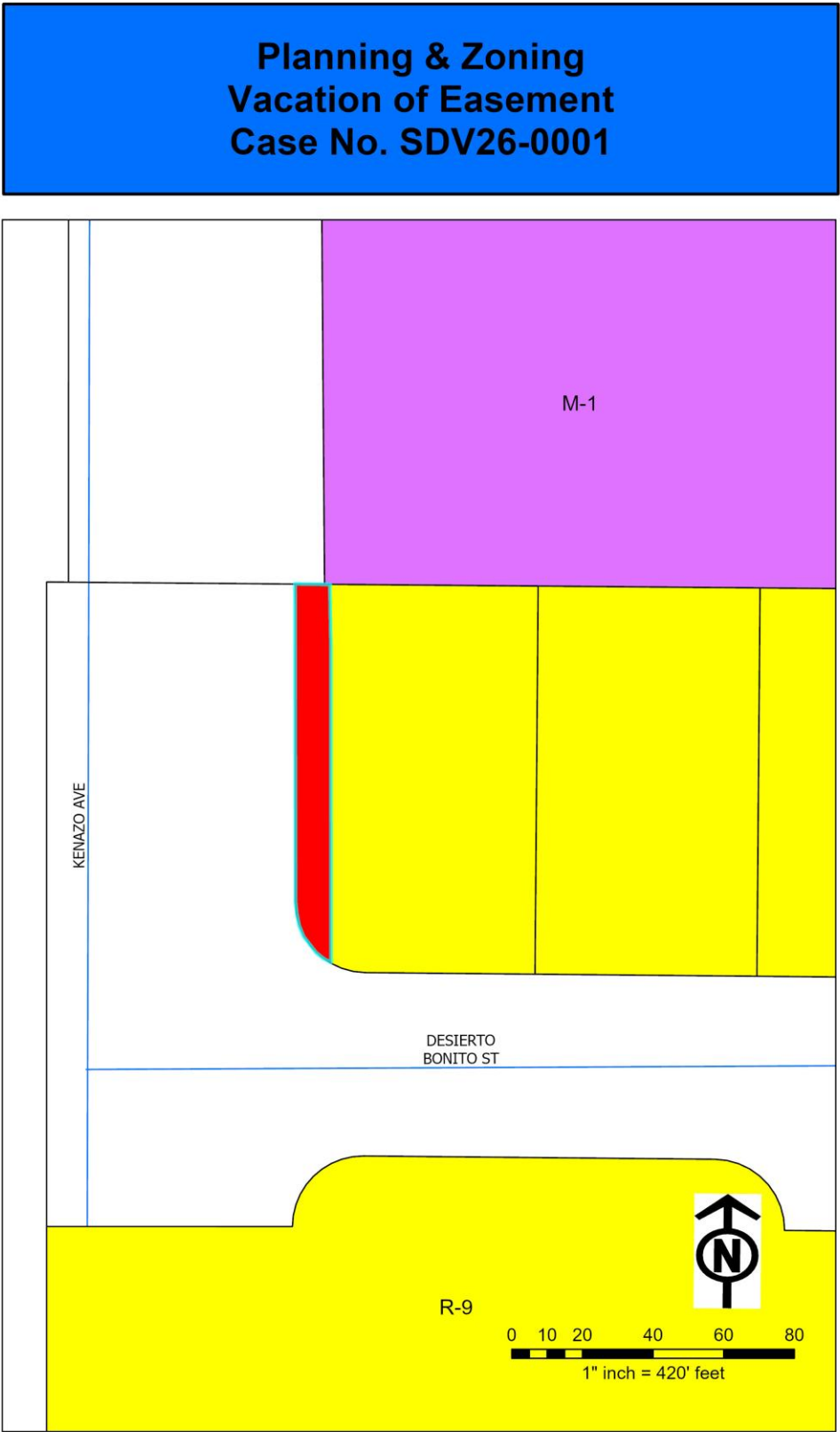
Attachment 4 – Application

Attachment 1: Aerial Map

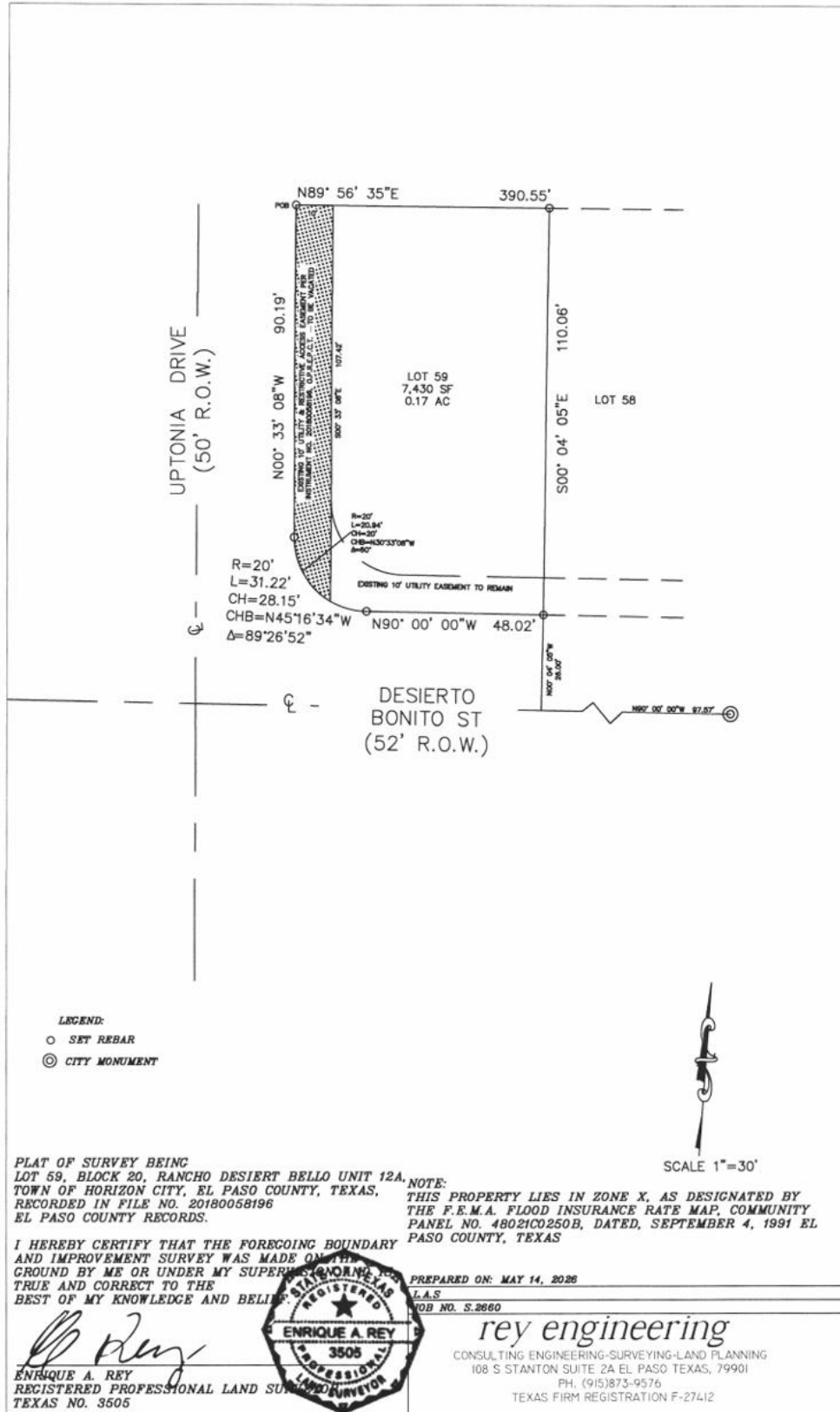
**Planning & Zoning
Vacation of Easement
Case No. SDV26-0001**



Attachment 2: Zoning Map



Attachment 3: Survey & M&B



Attachment 3: Survey & M&B

Rey Engineering

108 S. Stanton, 2nd Floor, El Paso, Texas 79901
(915) 873-9576 | contact@rey-engineering.com

EXHIBIT A METES AND BOUNDS

10' Utility Easement and Restrictive Access Easement

Lot 59, Block 20, Rancho Desierto Bello Unit 12A, Town of Horizon City, El Paso County, Texas

Job No. S.2660

Date: May 15, 2026

Being a portion of Lot 59, Block 20, *Rancho Desierto Bello Unit 12A*, Town of Horizon City, El Paso County, Texas, according to the plat thereof recorded in Volume 1526, Page 1171, Plat Records of El Paso County, Texas, said portion being dedicated as a 10-foot wide utility easement a 10-foot wide restrictive access easement along the westerly line of said Lot 59, and being more particularly described by metes and bounds as follows:

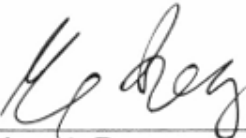
BEGINNING at a point at the northwesterly corner of said Lot 59, Block 20, said point also being the intersection of the northerly line and the westerly line of said Lot 59, said point being the **POINT OF BEGINNING** of the herein described tract;

THENCE N 89° 56' 35" E, along the northerly line of said Lot 59, a distance of 10.00 feet to a point;

THENCE S 00° 33' 08" E, departing the northerly line of said Lot 59, a distance of 107.42 feet to a point;

THENCE along a curve to the left, having a radius of 20.00 feet, an arc length of 20.94 feet, a chord distance of 20.00 feet, a chord bearing of N 30° 33' 08" E, and a central angle of 60° 00' 00", to a point on the westerly line of said Lot 59;

THENCE N 00° 33' 08" W, along the westerly line of said Lot 59, a distance of 90.19 feet to the **POINT OF BEGINNING**. Said tract containing **1,024 square feet (0.0235 acres)**, more or less.


Enrique A. Rey
Registered Professional Land Surveyor
Texas No. 3505



Attachment 4: Application



Case No. _____

VACATION OF PUBLIC EASEMENTS & RIGHTS-OF-WAY APPLICATION

Date: 04/25/2026

1. APPLICANT'S NAME Juan P. Ramos
ADDRESS 14207 Desierto Bonito ZIP CODE 79928 TELEPHONE 915 208 5033
2. PROPERTY OWNER Juan P. Ramos
ADDRESS 14207 Desierto Bonito ZIP CODE 79928 TELEPHONE _____
3. Request is hereby made to vacate the following: (check one) Street: ☐ Alley: ☐ Easement: ☒ Other: ☐
Street Name / Location: Desierto Bonito
Subdivision Name: _____
4. Reason for vacation request: Structure / Parking
5. Surface Improvements located in subject property to be vacated:
None ☐ Paving ☐ Curb & Gutter ☐ Power Lines/Poles ☐ Fences/Walls ☐ Structures ☒ Other ☐
6. Underground Improvements located in the existing rights-of-way:
None ☒ Telephone ☐ Electric ☐ Gas ☐ Water ☐ Sewer ☐ Storm Drain ☐ Other ☐
7. Future use of the vacated right-of-way:
Yards ☐ Parking ☒ Expand Building Area ☐ Replat with abutting Land ☐ Other ☐
8. Related applications which are pending (give name or file number): Zoning ☐ _____ Board of Adjustment ☐ _____
Subdivision ☐ _____ Building Permits ☒ _____ Other ☐ _____
9. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature Juan P. Ramos

Legal Description

Telephone

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

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

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

OWNER / APPLICANT SIGNATURE: Juan P. Ramos REPRESENTATIVE: _____

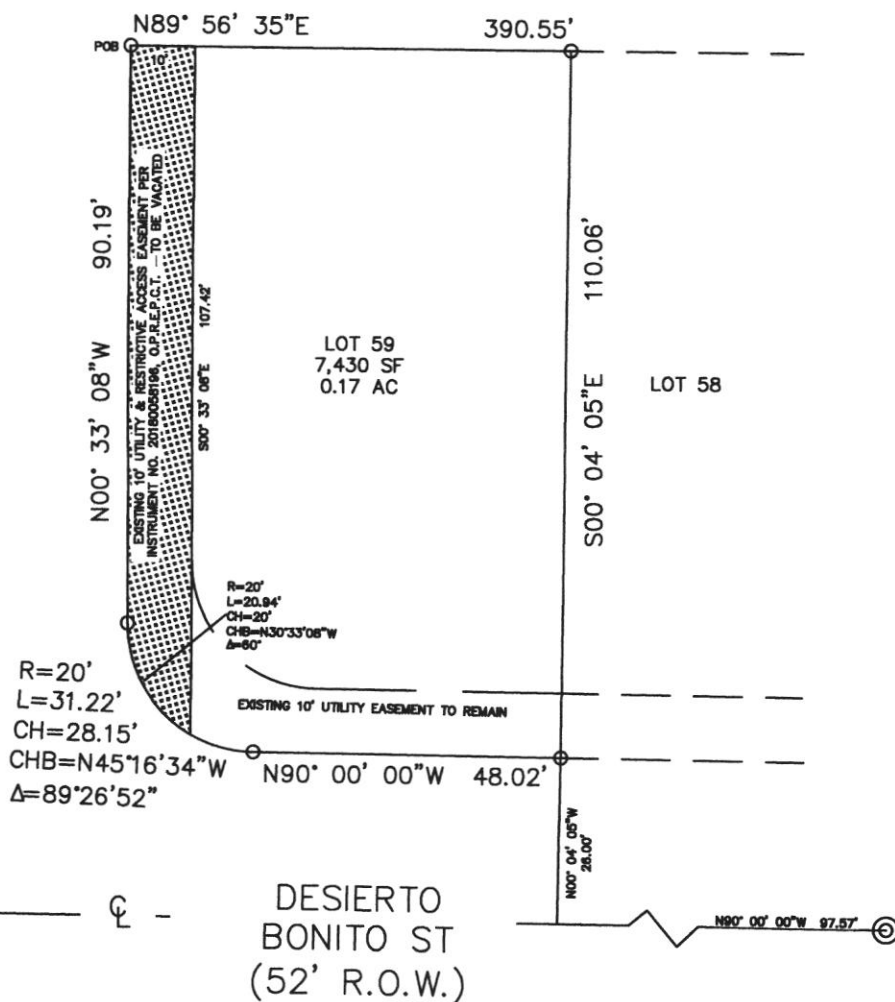
Easement Fee: \$1500.00
Right-of-Way Fee: \$1500.00

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

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

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

UPTONIA DRIVE
(50' R.O.W.)



LEGEND:

○ SET REBAR

⊙ CITY MONUMENT

SCALE 1"=30'

PLAT OF SURVEY BEING
LOT 59, BLOCK 20, RANCHO DESIERT BELLO UNIT 12A,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS,
RECORDED IN FILE NO. 20180058196
EL PASO COUNTY RECORDS.

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY
AND IMPROVEMENT SURVEY WAS MADE ON THE
GROUND BY ME OR UNDER MY SUPERVISION AND IS
TRUE AND CORRECT TO THE
BEST OF MY KNOWLEDGE AND BELIEF.

NOTE:

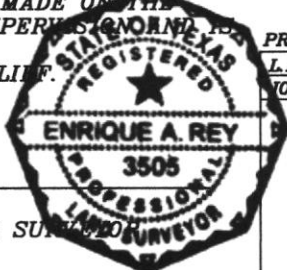
THIS PROPERTY LIES IN ZONE X, AS DESIGNATED BY
THE F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY
PANEL NO. 48021C0250B, DATED, SEPTEMBER 4, 1991 EL
PASO COUNTY, TEXAS

PREPARED ON: MAY 14, 2026

L.A.S.

JOB NO. S.2660

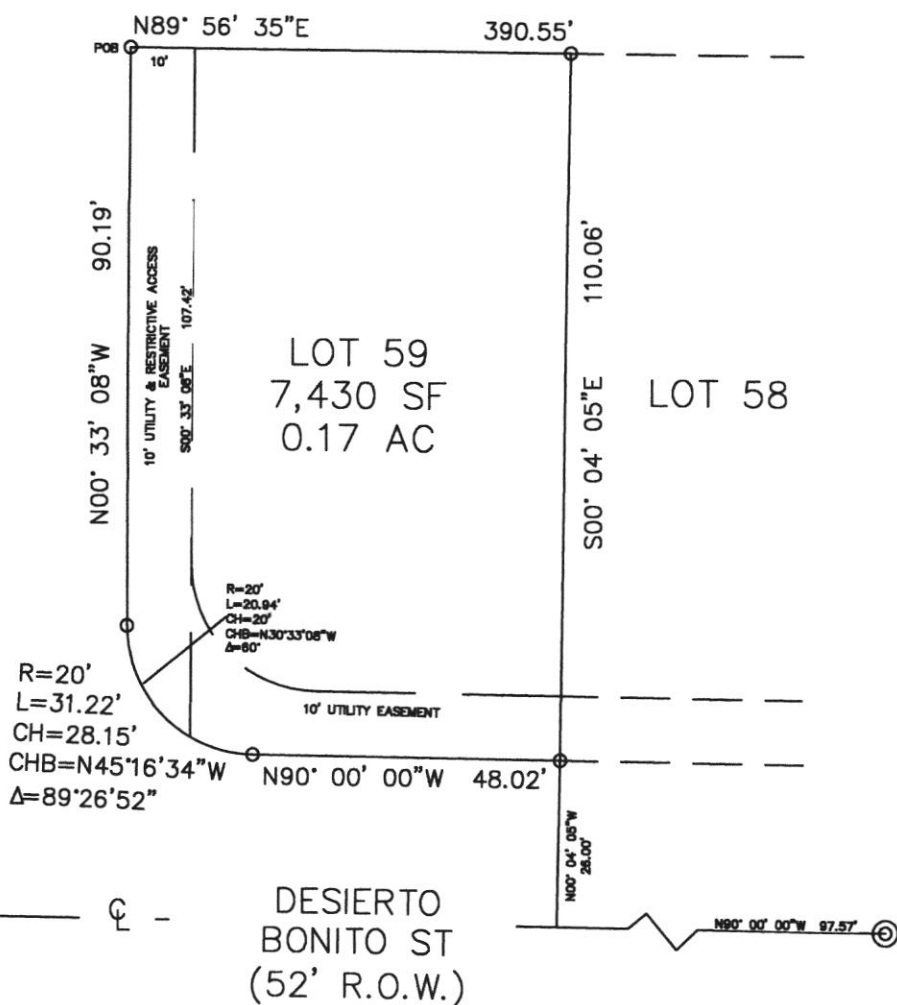
ENRIQUE A. REY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 3505



rey engineering

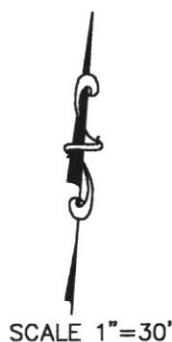
CONSULTING ENGINEERING-SURVEYING-LAND PLANNING
108 S STANTON SUITE 2A EL PASO TEXAS, 79901
PH. (915)873-9576
TEXAS FIRM REGISTRATION F-27412

UPTONIA DRIVE
(50' R.O.W.)



LEGEND:

- SET REBAR
- ⊙ CITY MONUMENT



PLAT OF SURVEY BEING
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TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS,
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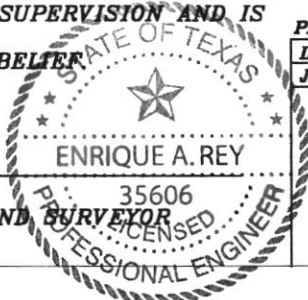
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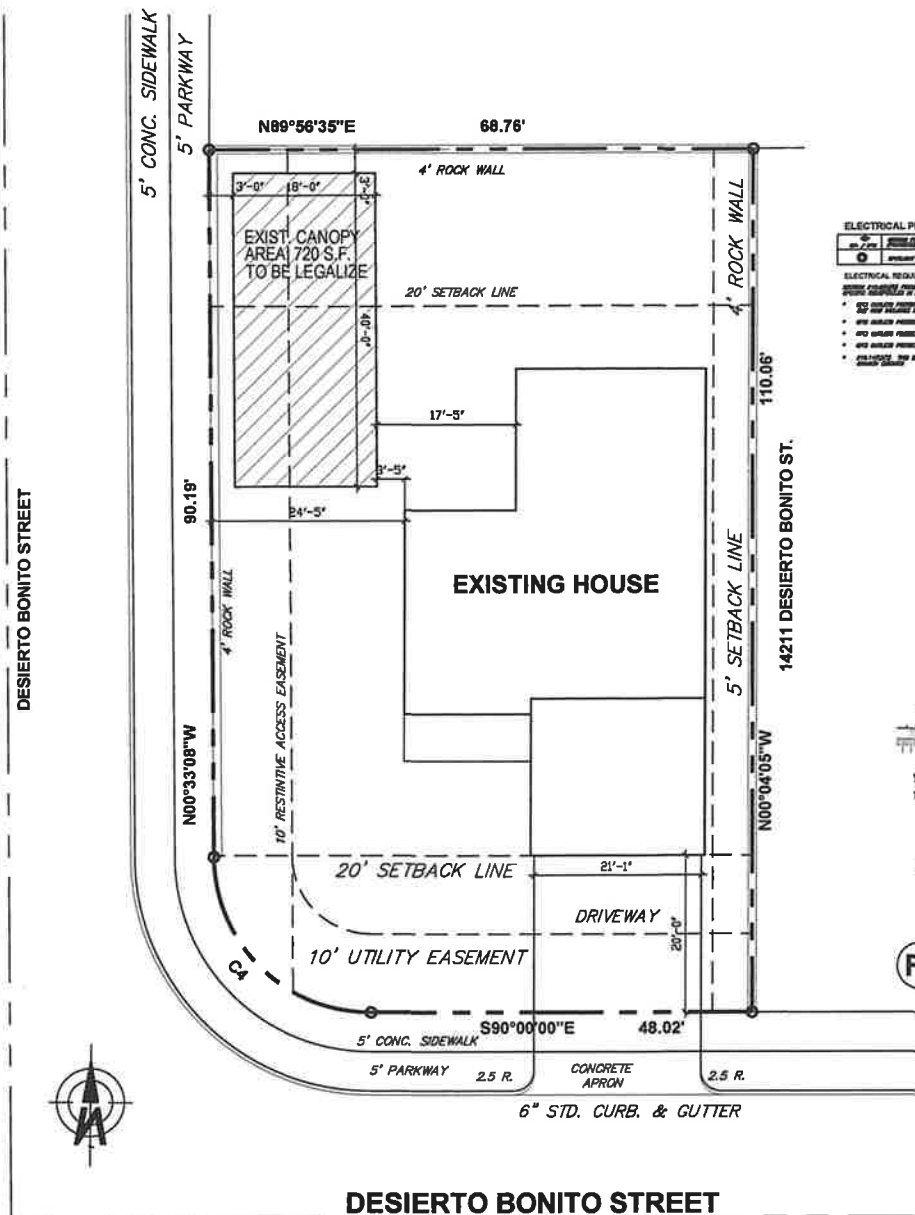
JOB NO. S.2660

ENRIQUE A. REY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 3505



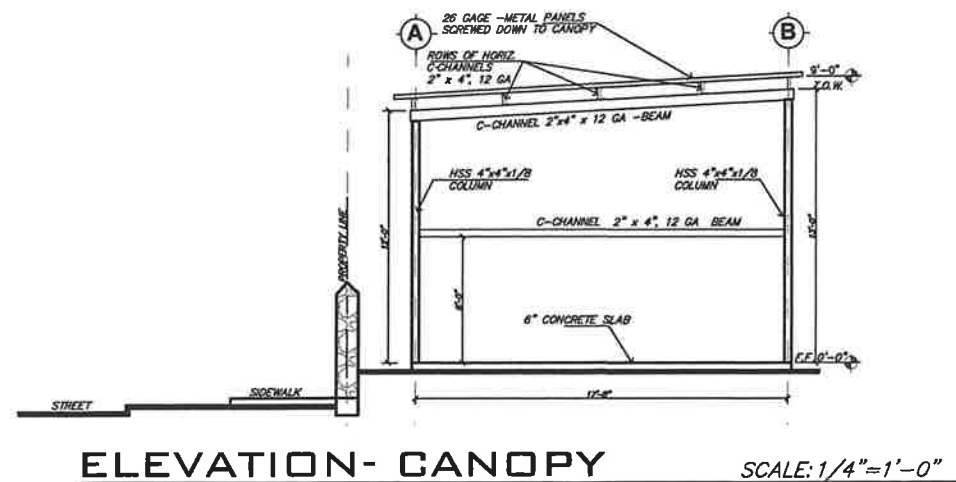
rey engineering

CONSULTING ENGINEERING-SURVEYING-LAND PLANNING
108 S STANTON SUITE 2A EL PASO TEXAS, 79901
PH. (915)873-9576
TEXAS FIRM REGISTRATION F-27412



SITE PLAN

SCALE: 3/32"=1'-0"



SCALE: 1/4"=1'-0"

ELECTRICAL PLAN LEGEND

SYMBOLS

NOTES

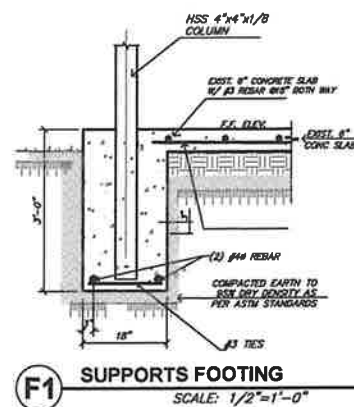
1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 NATIONAL ELECTRICAL CODE (NEC) AND THE 2017 TEXAS ELECTRICAL CODE (TEC).

2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF EL PASO REQUIREMENTS.

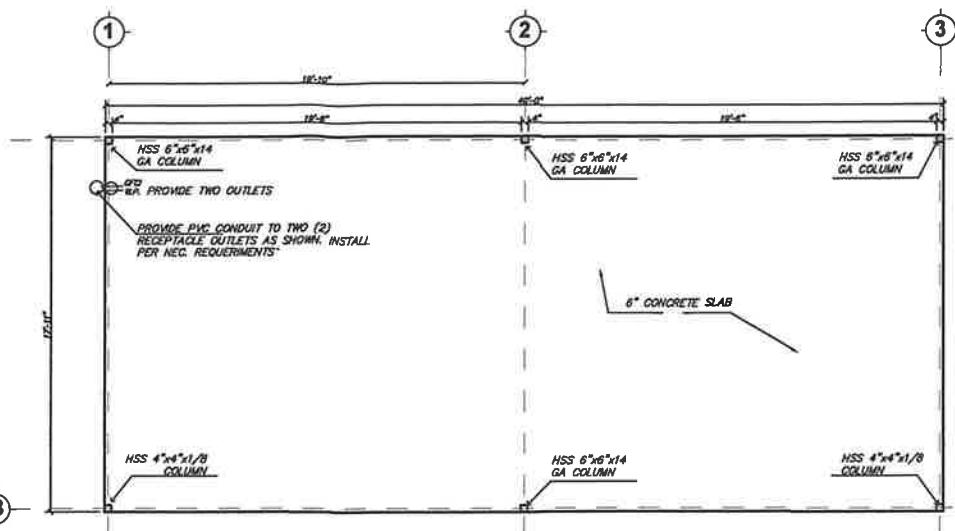
3. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF EL PASO REQUIREMENTS.

4. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF EL PASO REQUIREMENTS.

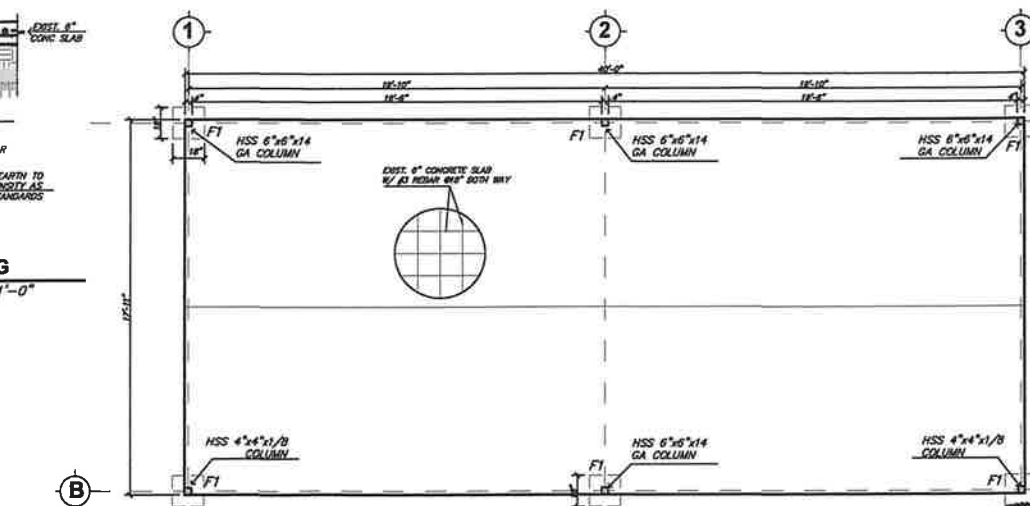
5. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF EL PASO REQUIREMENTS.



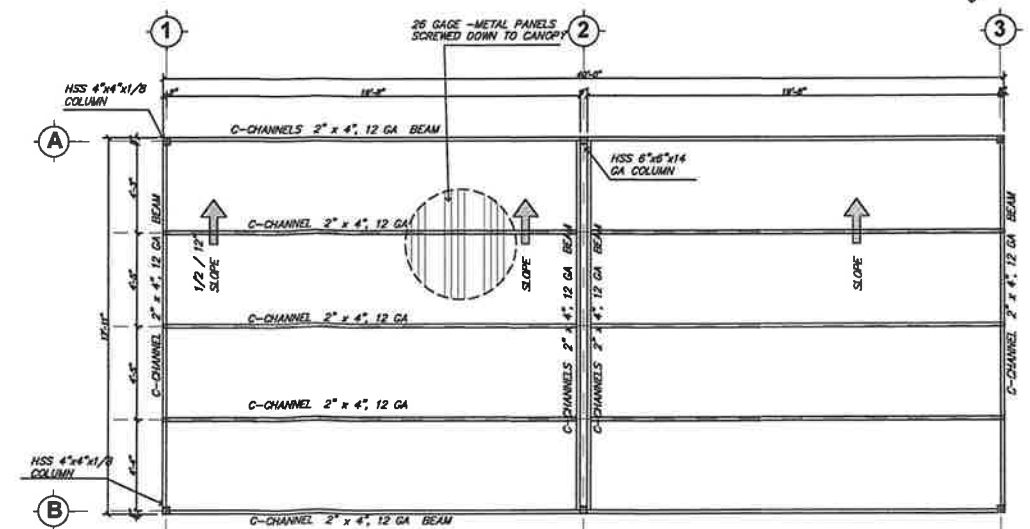
SCALE: 1/2"=1'-0"



SCALE: 1/4"=1'-0"



SCALE: 1/4"=1'-0"



SCALE: 1/4"=1'-0"

STRUCTURAL GENERAL NOTES:

- ALL CONCRETE SHALL CONFORM TO ASTM C84 AND SHALL REACH A MINIMUM STRENGTH OF 3000 P.S.I. AT 28 DAY TEST. CONCRETE SHALL NOT BE PLACED IN EXCESS OF 4' SLUMP WITHOUT PRIOR APPROVAL OF THE ENGINEER.
- REINFORCING STEEL TO BE ASTM A615 GRADE 60.
- NO BOIL CAPACITY ANALYSIS PRODUCED. THE ALLOWABLE BEARING CAPACITY USED FOR THE DESIGN OF FOUNDATION ELEMENTS WAS 1500 PSF FOR CONTINUOUS FOOTINGS. THE OWNER IS RESPONSIBLE FOR RETAINING THE SERVICE OF A GEOTECHNICAL ENGINEER TO PROVIDE RECOMMENDATIONS FOR STRUCTURAL FILL AND SUB-GRADE PREPARATION TO ACHIEVE THE ASSUMED BEARING CAPACITY.
- ALL CONCRETE WORK TO BE DONE IN ACCORDANCE WITH ACI & CITY OF EL PASO REQUIREMENTS.
- PRIOR TO CONCRETE PLACEMENT, ALL FORMS SHALL BE WELL BRACED AND STRAIGHT.
- ALL STEEL SHALL BE FREE OF GREASE, SCALE AND DIRT.
- ALL REINFORCING STEEL SHALL CONFORM TO ASTM A-615. ALL #3 BARS SHALL BE 40 GRADE STEEL, ALL #4 OR LARGER BARS SHALL BE GRADE 60.
- ALL BARS SHALL BE TIED AT EVERY INTERSECTION. ALL STEEL SHALL BE SUPPORTED TO PROHIBIT LATERAL OR VERTICAL MOVEMENT.
- CONTRACTOR SHALL USE CHAIRS TO SUPPORT REINFORCING STEEL AT CENTER OF SLAB THICKNESS.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DROP AREAS AND BLOCK OUT LOCATIONS WITH ARCHITECTURAL PLANS.
- VERIFY SLAB RECESSES AND LOCATION OF FLOOR DRAINS. COORDINATE WITH ARCHITECTURAL DRAWINGS FOR SLEEVES AND PENETRATIONS THROUGH SLAB AND ROOF.
- ALL PLUMBING, DUCT WORK, CONDUITS, ETC. SHALL BE COMPLETE AND PROPERLY TIED PRIOR TO PRE-POUR INSPECTION.
- THIS DESIGN IS FOR A PARTICULAR LOCATION ONLY. RE-USE IN A DIFFERENT LOCATION IS PROHIBITED AND THE DESIGN IS VOID.
- CONCRETE POUR SHALL NOT BE STARTED UNLESS THE SITE TEMPERATURE IS ABOVE 40 DEGREES FAHRENHEIT AND RISING FOR THE NEXT 12 HOURS.
- CONTRACTOR SHALL PROVIDE CORNER BARS AS SHOWN IN "TYPICAL CORNER BAR DETAILS" IN ALL PERIMETER BEAMS.
- PROVIDE POSITIVE DRAINAGE AWAY FROM THE SLAB PERIMETER. REFER TO CIVIL DRAWINGS FOR SURROUNDING SLABS AND PAVEMENT SLOPES.
- SAW-CUTTING OF CONTROL JOINTS (AS REQUIRED) SHALL START AS SOON AS THE CONCRETE HAS HARDENED SUFFICIENTLY TO PREVENT AGGREGATES FROM BEING DISLOOGEED BY THE SAW AND SHALL BE COMPLETED BEFORE DRYING SHRINKAGE STRESSES BECOME LARGE ENOUGH TO PRODUCE CRACKING.
- ALL DETAILING, FABRICATION AND ERECTION OF REINFORCING BARS, UNLESS OTHERWISE NOTED MUST FOLLOW THE ACI "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED STRUCTURES" (ACI 315).
- THE CONTRACTOR SHALL COMPARE THE STRUCTURAL DRAWINGS WITH THE ARCHITECTURAL DRAWINGS AS TO LAYOUT, DIMENSIONS, AND ELEVATIONS. ALL DISCREPANCIES, IF ANY, SHALL BE REPORTED TO THE ARCHITECT FOR PROPER ADJUSTMENT BEFORE PROCEEDING WITH THE WORK.

ALL DRAWINGS SUBMITTED IN RELATION TO THIS PROJECT, ARCHITECTURAL, CIVIL, MECHANICAL, STRUCTURAL, ELECTRICAL, LANDSCAPING, ETC., ARE INTERRELATED. THE CONTRACTOR AND SUBCONTRACTORS SHALL REVIEW AND COORDINATE THE ENTIRE SET OF DRAWINGS AND PROJECT SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DATA SHOWN ON THE PLANS, IF DISCREPANCIES ARE FOUND. THE CONTRACTOR SHALL NOTIFY THE OWNER OR ENGINEER IMMEDIATELY SO THAT PROPER CORRECTIONS CAN BE MADE.

PROJECT DATA

APPLICABLE CODES

INTERNATIONAL RESIDENTIAL CODE 2021

LAND AREA

SITE: 7,430.00 SQ FT

LEGAL ADDRESS

14207 DESIERTO BONITO STREET
EL PASO, COUNTY TEXAS

LEGAL DESCRIPTION

LOT 59, BLOCK 20
RANCHO DESIERTO BELLO
SUBDIVISION
HORIZON CITY TEXAS 79928

SCOPE OF PROJECT

EXIST. CANOPY AREA: 720 S.F.
TO BE LEGALIZED

REVISIONS	BY

METAL CANOPY DETAIL PLAN

OWNER:
GARCIA JORGE A

ADDRESS:
5140 JOE CASTILLO
EL PASO, TEXAS

REY ENGINEERING
Consulting Engineering & Surveying
TEXAS FIRM REGISTRATION F-3368
9434 VISCONT DRIVE SUITE 148, EL PASO, TX 79925
TEL. OFFICE (915) 633-8070 MOBILE (915) 309-1889

DRAWN
NURYS ZARATE

DATE
2/20/2020

SHEET
S-1
1 OF 1 SHEETS



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: August 11, 2026

To: Honorable Mayor and Members of City Council

From: David Ruiz, Planner

SUBJECT: On the Final Subdivision Plat application for Verdancia Unit 3 (Case No. SDF26-0001), and to authorize the Mayor to sign the recording plat. Legally described as Being a Portion of Land Situated in Section 30, Block 78, Township 3, Texas and Pacific Railway Company Survey, Town of Horizon City, El Paso County, Texas. Containing 45.399-acres $\pm$. Application submitted by Applicant/Representative: CEA Group.

On July 20, 2026, the Planning & Zoning Commission unanimously recommended approval of Verdancia Unit 3 Subdivision Final Plat.

The application meets all minimum requirements of a final subdivision plat and staff recommends approval of Verdancia Unit 3 Subdivision Final Plat.

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



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: SDF26-0001 Verdancia Unit 3 Final

Application Type: Final Subdivision Plat Application

P&Z Hearing Date: July 20, 2026

Staff Contact: David Ruiz, Planner
 915-852-1046, Ext. 404; druiz@horizoncity.org

Address/Location: East of Eastlake Blvd & North of Horizon Blvd.

Property ID Nos.:

Legal Description: Being A Portion Of Section 30, Block 78, Township 3, Texas And Pacific Railway Company Surveys, El Paso County, Texas. Containing 45.399 Acres ±

Property Owner: Hunt Horizon Crossing, LLC

Applicant/Rep.: CEA Group, Jorge Grajeda

Nearest Park: Horizon Mesa Park

Nearest School: Horizon High School and Horizon Middle School

SURROUNDING PROPERTIES:		
	Zoning	Land Use
N	Vacant	Residential
E	Vacant	Residential (El Paso County)
S	Vacant	PUD
W	Vacant	Residential
LAND USE AND ZONING:		
	Existing	Proposed
Land Use	Vacant	Residential Subdivision
Zoning	R-3 Residential	R-3 Residential

Application Description:

Final Subdivision:

The proposed final plat residential subdivision includes 206 lots for single-family residential development, 1 commercial lot, 1 pond areas, 1 Public Parks, the smallest lot measuring approximately 5,500 sq. ft. and the largest lot measuring approximately 14,016 sq. ft. Internal 54 ft. residential sub-collector streets, a 68' feet residential collector street, a 69' collector arterial, and a 120' major arterial.

Cumulative Parkland Dedication:

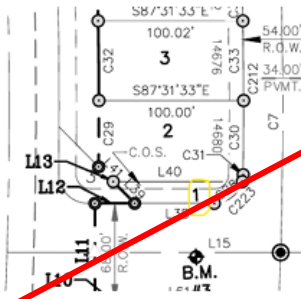
Verdancia Unit 3 requires 0-acres of parkland dedication, and they carried 5.863-acres of parkland credit. \$0 in park fees based on Horizon City's Cumulative parkland dedication and fee requirements. The applicant is proposing to satisfy the requirement through the dedication of 1.183-acres of parkland. The proposed dedication consists of 1 park, a 1.183-acre on the north part of the subdivision.

Staff Recommendation:

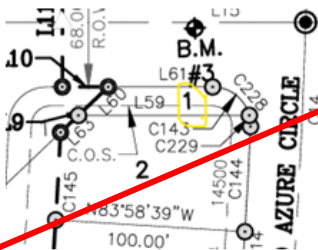
Staff recommends approval subject to addressing all pending comments prior to City Council Meeting.

Planning Division Comments:

1. What is the proposed use on Lot 1, Block 1, was it supposed to be a lot?



2. What is the proposed use on Lot 1, Block 4, was it supposed to be a lot?



3. Missing property boundaries between Lot 76-77, Block 1



Town Engineer Comments:

El Paso 9-1-1 District Comments:

The 9-1-1 District has no comments/concerns regarding this plat.

TxDOT Comments:

No comments

El Paso Electric Company:

~~We have no comments for Verdancia Unit 3.~~

Texas Gas Service:

~~Texas Gas Service has this project on queue, no additional comments at this time.~~

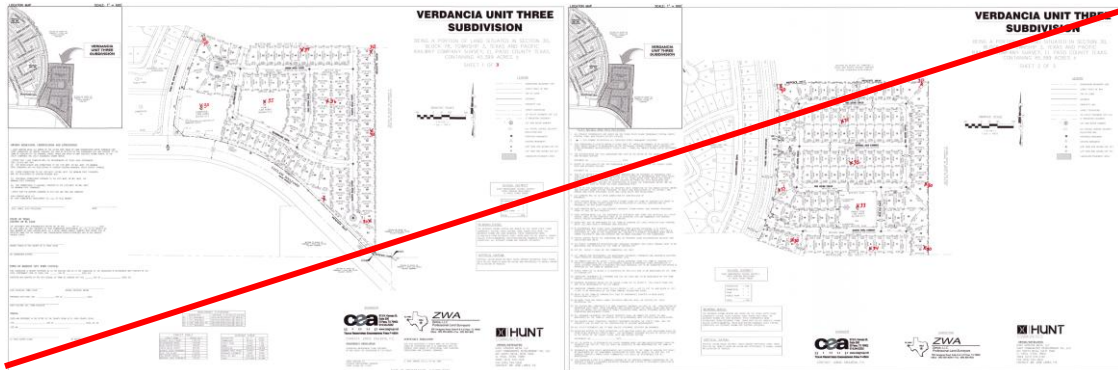
El Paso Natural Gas / Kinder Morgan:

~~This project area is clear of El Paso Natural Gas a company of Kinder Morgans Pipelines and Facilities.~~

Clint ISD:

~~Clint ISD takes no exception to the information presented.~~

El Paso Central Appraisal District (EPCAD):



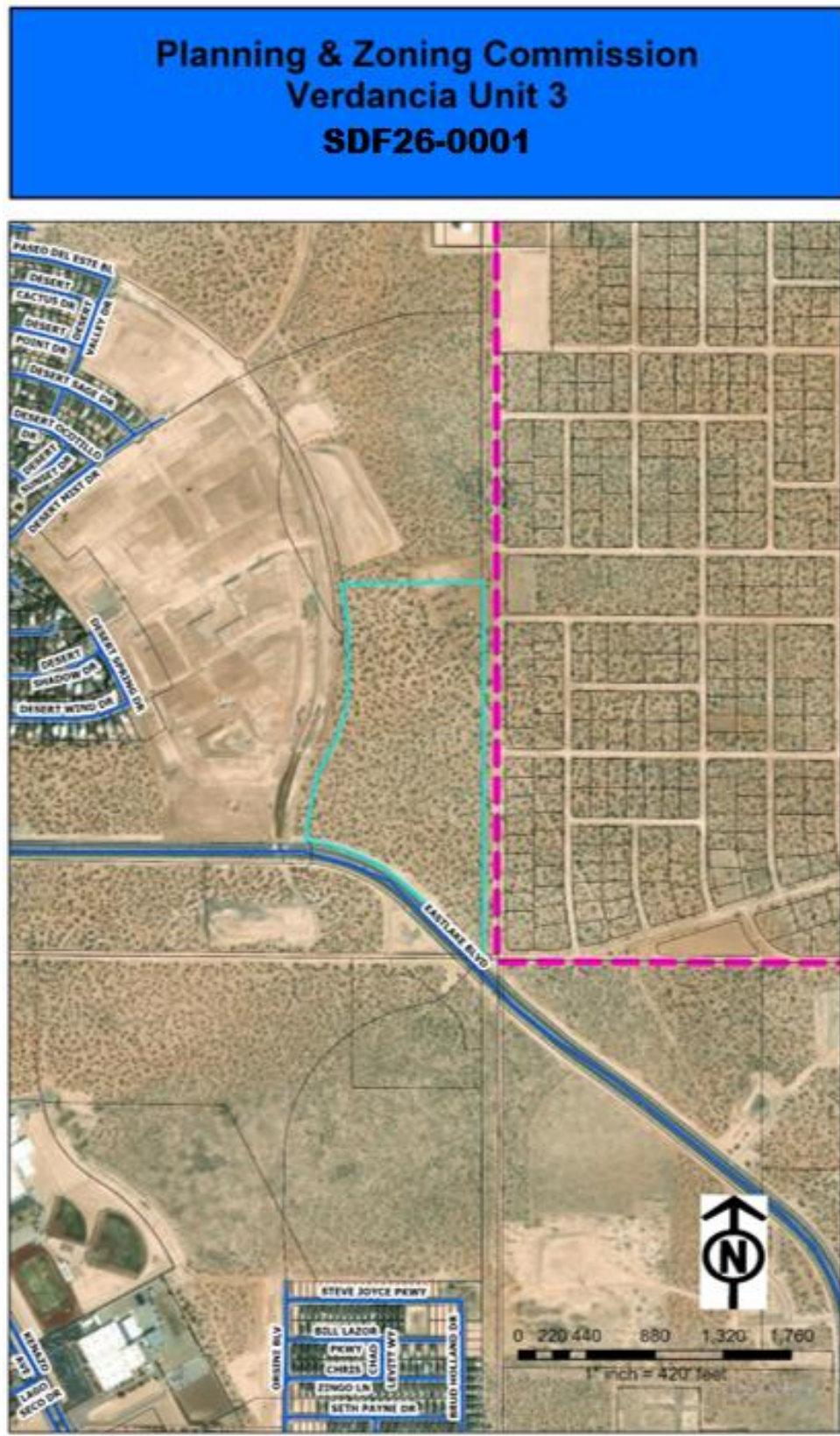
HRMUD:

No comments

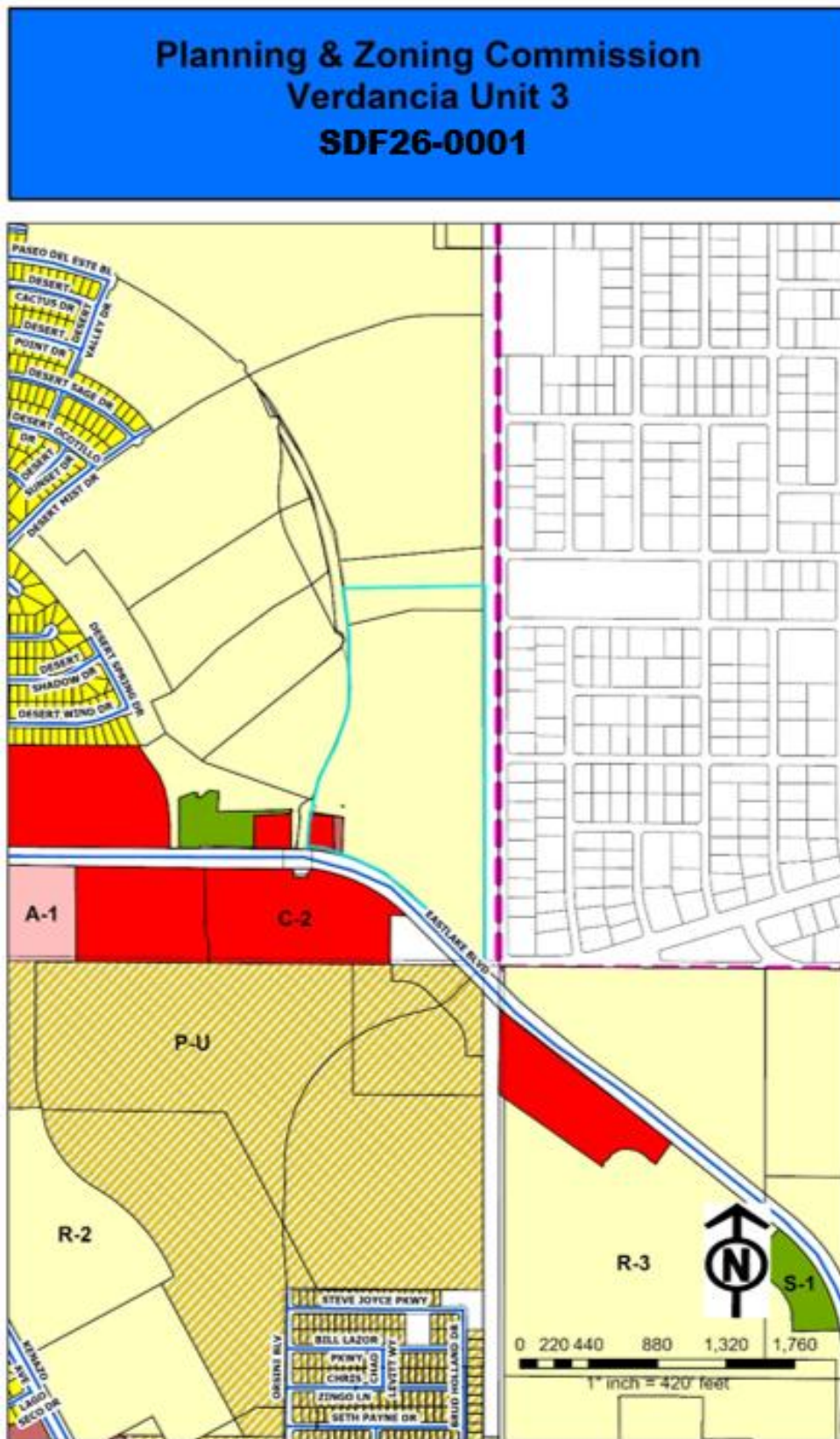
Attachments:

- 1 – Aerial
- 2 – Zoning Designation Map
- 3 – Location Map
- 4 – Preliminary Plat
- 5 – Existing and Proposed Right-of-Way Cross Section and Cul-De-Sacs
- 6 – Modification Request
- 7 – Application

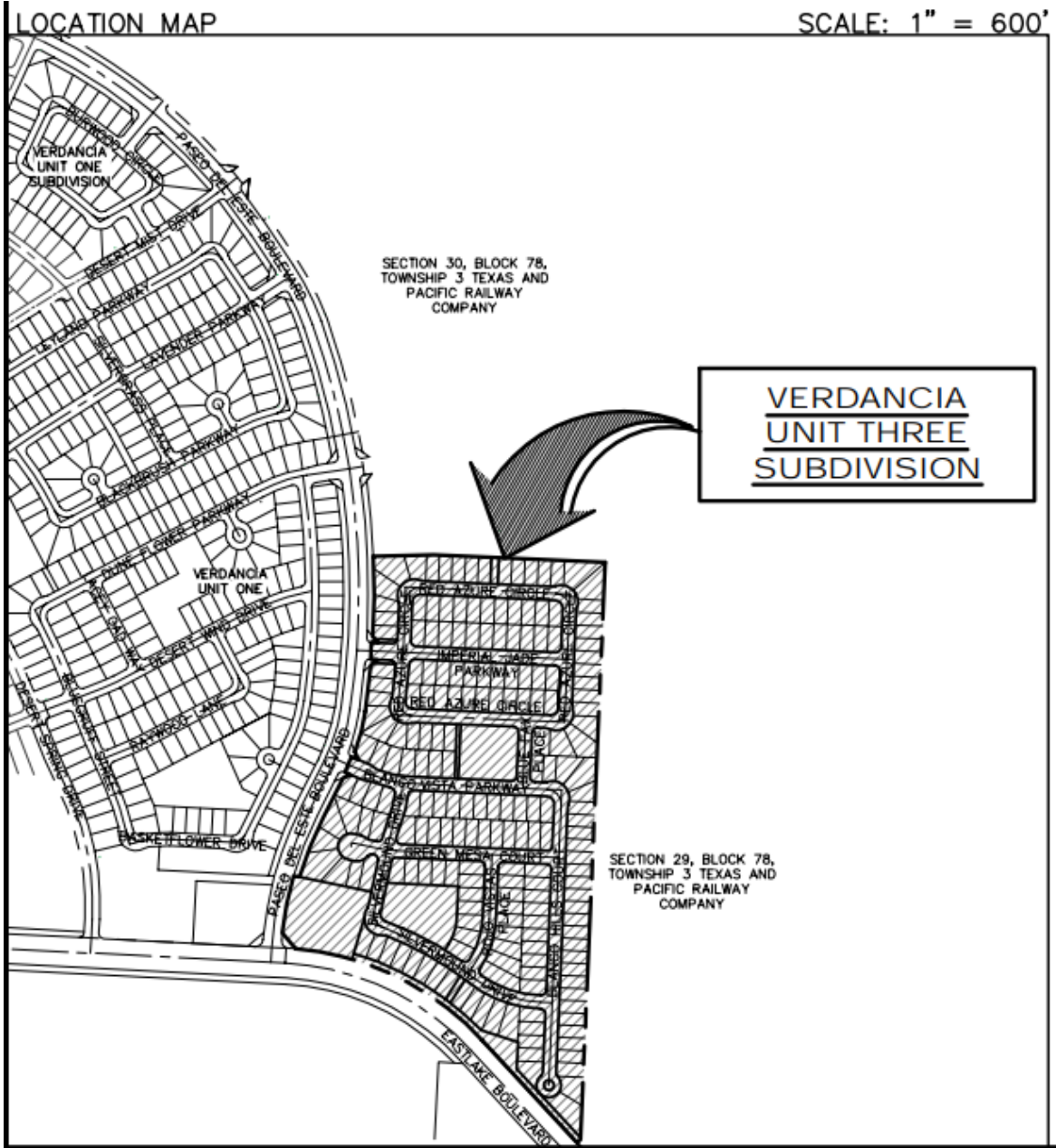
Attachment 1: Aerial Map



Attachment 2: Zoning Designation Map



Attachment 3: Location Map



**VERDANCIA UNIT THREE
SUBDIVISION**



POWER REDUCTION, REGISTRATION AND ATTENUATION

[illegible][illegible]

¹⁰ The Commission's decision was based on the fact that the Commission had not received any information from the Commission's Member States.

and results are of
the American Psychological Association, 1200 17th St. NW, Washington, DC 20036

_____ *Professor, The Ohio State*

CITY OF TEXAS
COUNTY OF EL PASO

the authors are acknowledged owing to the constructive criticism of the manuscript and the provision of the laboratory facilities. The authors would like to thank Dr. J. A. J. van den Hul for his valuable comments on the manuscript and Dr. J. A. J. van den Hul for his valuable comments on the manuscript.

100

07-06-07 08:00 09:00 10:00 11:00

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DATE OF BIRTH _____ SEX _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____

© 2001 Blackwell Science Ltd

FIGURE 1

[illegible]

cea
 823 N. Green St.
 Suite 100
 El Paso, TX 79901
 915.544.1222

0 100

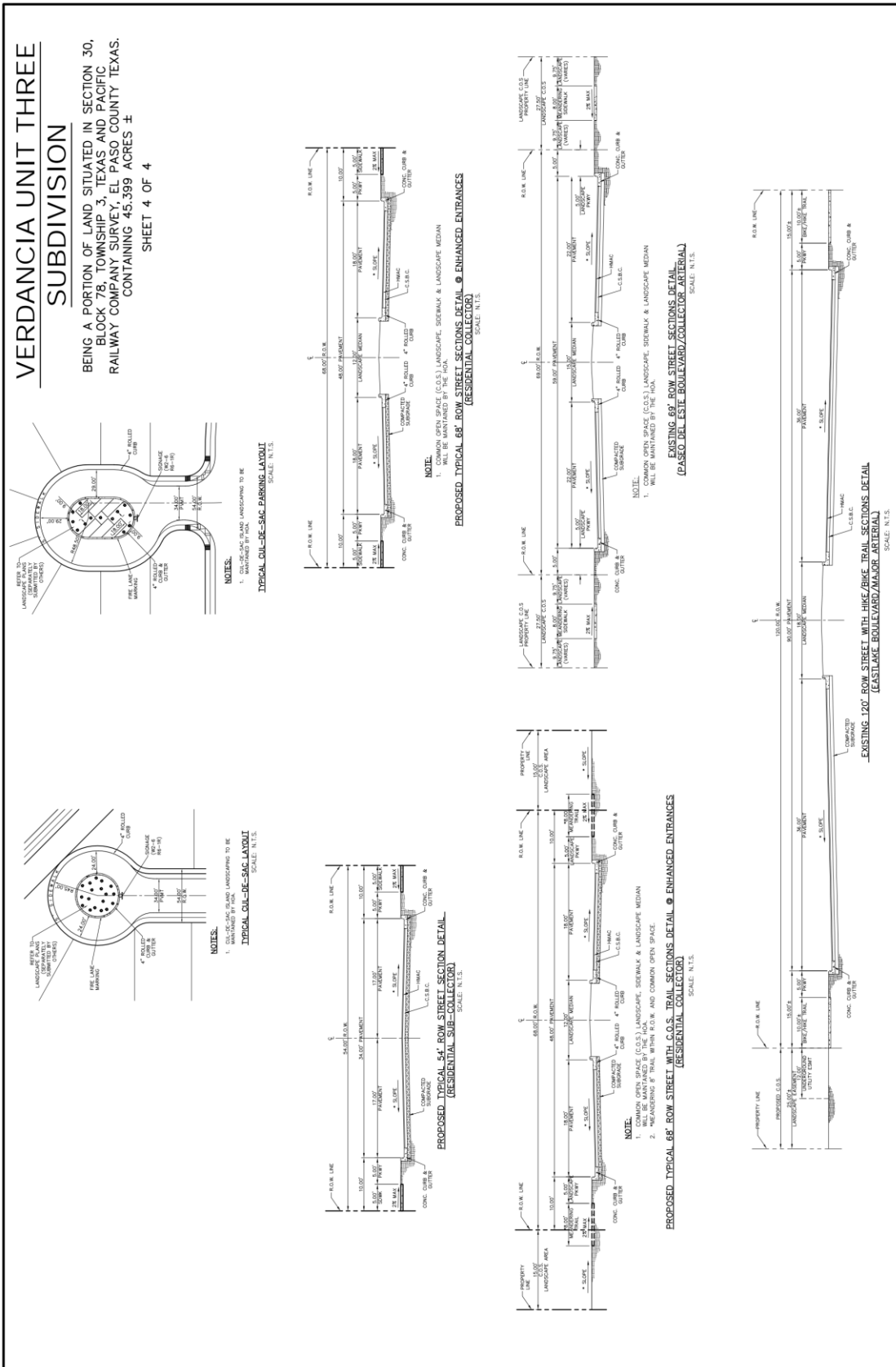
 0 100
ZWA
 Zarnes LLC
 Professional Land Surveyors



CSA

[illegible]

CASE OF INFECTION: SUBJECT 2725



Attachment 6: Modification Request



Uptown centre
813 N. Kansas St., Ste. 300
El Paso, TX 79902
915.544.5232
www.ceagroup.net

October 15, 2025

Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

Attention: Mr. Art Rubio,
Chief Planner

Reference: Verdancia Unit Three Subdivision – Modification Request Letter

Dear Mr. Rubio:

Hunt Communities, GP, LLC is requesting the following modifications from the Town of Horizon City Subdivision Regulations.

1. Modification to use a 68-ft residential collector at enhanced neighborhood entrances. The 68-foot street right-of-way will consist of two 5-ft parkways, two 5-ft wide concrete sidewalks, two 18-ft wide pavement structures and a 12-ft raised landscape median with curbs & gutter. Landscape areas will be maintained by the HOA.
2. Modification to use a 68-ft street right-of-way with meandering trails at all local residential sub-collector streets at enhanced neighborhood entrances abutting common open space lots. The 68-ft street right-of-way will consist of two 5-ft parkways, 36-ft wide pavement structure with curb & gutter, a 12-ft raised landscape median and two 8-ft wide meandering trails. The 8-ft trails will meander within the street right-of-way parkway area and the adjacent 15-ft common open space landscape lot. This will provide a visually appealing and safe walking trail along this corridor. Landscape areas will be maintained by the HOA.
3. Modification to use 53.50-foot radius Cul-de-Sac streets with interior landscape/parking islands and outside travel lane roadway width of 24-feet. The proposed cul-de-sac and landscape/parking islands will enhance the neighborhood character, reduce the impervious surface, aid to eliminate typical cul-de-sac "stack" parking and maintain adequate room for emergency vehicle turning movement. Landscape areas will be maintained by the HOA.

On behalf of the developer and CEA Group, we thank you in advance for your prompt attention to this issue and look forward to a favorable consideration to our modifications request. If you have any questions, please do not hesitate to call me at (915) 544-5232 or email jgrajeda@ceagroup.net.

Sincerely,
CEA Group

A blue ink signature of Jorge Grajeda, P.E., written over a light blue circular stamp.

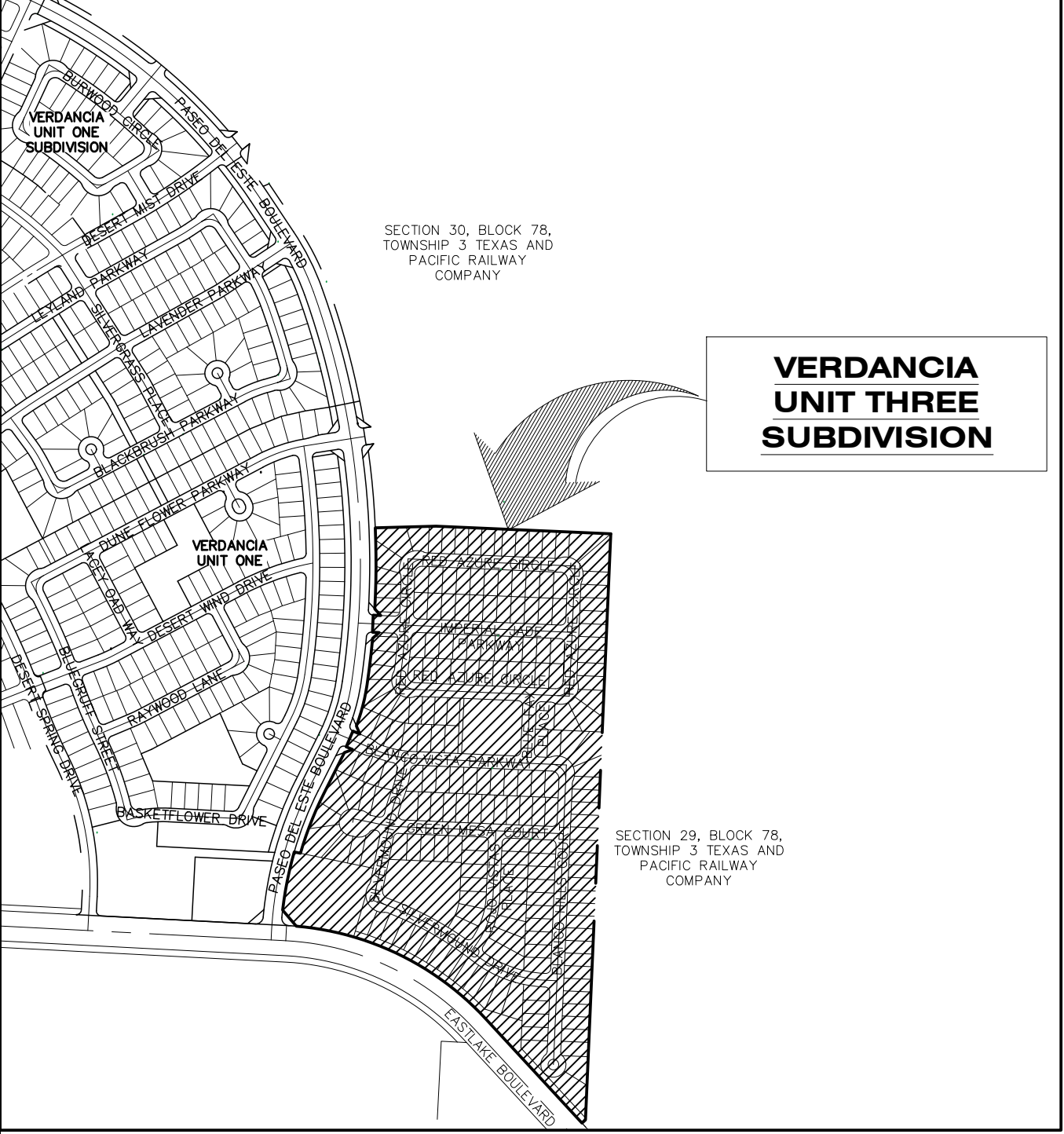
Jorge Grajeda, P.E.
Project Manager

I-2090-030-verdancia unit three - thc modification request
JG/jg

Attachment: Preliminary Plat
cc: Jose Lares, P.E., Hunt Communities, LLC.

PUBLIC INFRASTRUCTURE. PRIVATE DEVELOPMENT.

Attachment 7: Application



OWNERS DEDICATION, CERTIFICATION AND ATTESTATION

I, HUNT HORIZON MESA, LLC OWNER OF THE 45.399 ACRE TRACT OF LAND ENCOMPASSED WITHIN VERDANCIA UNIT THREE SUBDIVISION, DO HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE TOWN OF HORIZON CITY THE DRAINAGE, PARKS, PONDS AND RIGHT-OF-WAY FACILITIES SHOWN HEREIN, TO THE UTILITY COMPANIES THE UTILITY EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:

- (A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS AND THE REGULATIONS OF HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT (HRMUD)
- (B) SEWER CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS AND THE REGULATIONS OF HORIZON REGIONAL MUD.
- (C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
- (D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

HUNT HORIZON MESA, LLC
BY: HUNT COMMUNITIES DEVELOPMENT CO., LLC, ITS SOLE MEMBER

JOSE LARES, VICE-PRESIDENT DATE

STATE OF TEXAS
COUNTY OF EL PASO

THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF _____, 2026 BY JOSE LARES AS, VICE PRESIDENT OF HUNT COMMUNITIES DEVELOPMENT CO., LLC, IN ITS CAPACITY AS SOLE MEMBER OF HUNT HORIZON MESA, LLC A TEXAS LIMITED LIABILITY COMPANY WHO STATED THAT HE EXECUTED SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC IN THE COUNTY OF EL PASO, 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 OF THE LOCAL GOVERNMENT CODE OF TEXAS, THIS ____ DAY OF _____, 2026, A.D.

ACCEPTED AND ADOPTED BY THE CITY COUNCIL OF TOWN OF HORIZON CITY THIS ____ DAY OF _____, 2026, A.D.

ELVIA SCHULLER, TOWN CLERK ANDRES RENTERIA, MAYOR

APPROVED FOR FILING THIS ____ DAY OF _____, 2026.

HUITT-ZOLLARS, INC., TOWN ENGINEER

FILING

FILED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF EL PASO COUNTY, TEXAS,

THIS ____ DAY OF _____, 2026, A.D. IN

FILE NO. _____

EL PASO COUNTY CLERK BY DEPUTY



BENCHMARK ELEVATIONS			
DESCRIPTION	NORTHING	EASTING	ELEVATION
NO. 1 CITY MONUMENT	106.35794.02	476327.71	4036.93
NO. 2 CITY MONUMENT	106.34150.08	475620.38	4040.25
NO. 3 5/8" IRON ROD SET	106.33308.30	477760.38	4045.30
NO. 4 CITY MONUMENT	106.32055.92	477283.28	4042.87

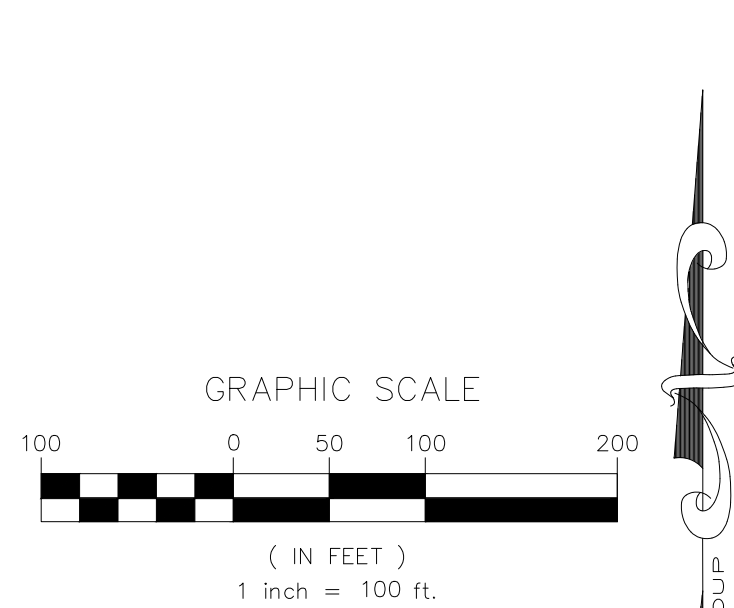
STREET TABLE	
STREET NAME	LINEAR FEET
BLANCO HILLS COURT	1,193.55
SILVERMOUND DRIVE	1,405.85
ROJO VISTAS PLACE	506.81
GREEN MESA COURT	854.08
BLANCO VISTA PARKWAY	877.63
BLUE FAX PLACE	274.00
RED AZURE CIRCLE	2,381.55
IMPERIAL JADE PARKWAY	791.00

ACREAGE TABLE		
DESCRIPTION	SQ. FT.	ACRES
COMMERCIAL	87,423	2.007
PUBLIC PARK	51,528	1.183
POND	60,601	1.391
RESIDENTIAL	1,281,012	29.408
COMMON OPEN SPACE	45,490	1.044
DRAINAGE EASEMENT	3,300	0.076
RIGHT-OF-WAY	448,230	10.290
TOTAL	1,977,580	45.399

VERDANCIA UNIT THREE SUBDIVISION

BEING A PORTION OF LAND SITUATED IN SECTION 30,
BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC
RAILWAY COMPANY SURVEY, EL PASO COUNTY TEXAS.
CONTAINING 45.399 ACRES ±

SHEET 1 OF 4



CEA GROUP

LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- TOP OF CURB
- SIDEWALK
- PROPERTY LINE
- STREET CENTERLINE
- 10' UTILITY EASEMENT (10' U.E.)
- 5' IRRIGATION EASEMENT
- ① LOT AND BLOCK NUMBER
- ✉ U.S. POSTAL SERVICE DELIVERY COLLECTION BOX
- ⊙ PROPOSED MONUMENT
- ⊙ EXISTING MONUMENT
- 5/8" IRON ROD W/ZWA CAP SET
- 1/2" IRON ROD W/ZWA CAP SET
- ▨ LANDSCAPE/EASEMENT AREA

SCHOOL DISTRICT

CUNT INDEPENDENT SCHOOL DISTRICT,
14520 HORIZON BOULEVARD,
EL PASO, TEXAS 79928

RESIDENTIAL	= 206
COMMERCIAL	= 1
POND	= 1
PUBLIC PARK	= 1
TOTAL	= 209

BEARING BASIS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. THESE COORDINATES WERE ESTABLISHED FROM REFERENCE POINT TX04A (NGS PID NO. AB6217), HAVING VALUES: 314°31'0.96688(N), 1061°42'29.61456(W) COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

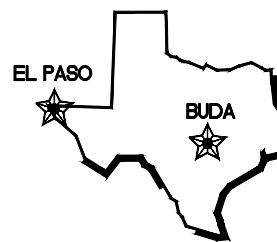
VERTICAL DATUM:

VERTICAL DATUM BASED ON WEST TEXAS AIRPORT REFERENCE POINT TX04A (NGS PID NO. AB6217) NAVD 88 DATUM AND REFERENCED TO NAD83, HAVING AN ELEVATION OF 4005.60.

ENGINEER

cea group
TEXAS REGISTERED ENGINEERING FIRM F-4564

813 N. Kansas St.
Suite 300
El Paso, TX 79902
915.544.5232



ZWA
Zamora, L.L.C.
Professional Land Surveyors

1510 Zaragoza Road, Suite B-8 • El Paso, TX 79906
Office: (915) 955-9009 • Fax: (915) 855-9012

CONTACT: JORGE GRAJEDA, P.E.

ENGINEER'S DEDICATION

SUBDIVISION IMPROVEMENT PLANS PREPARED BY AND UNDER THE SUPERVISION OF CEA GROUP.

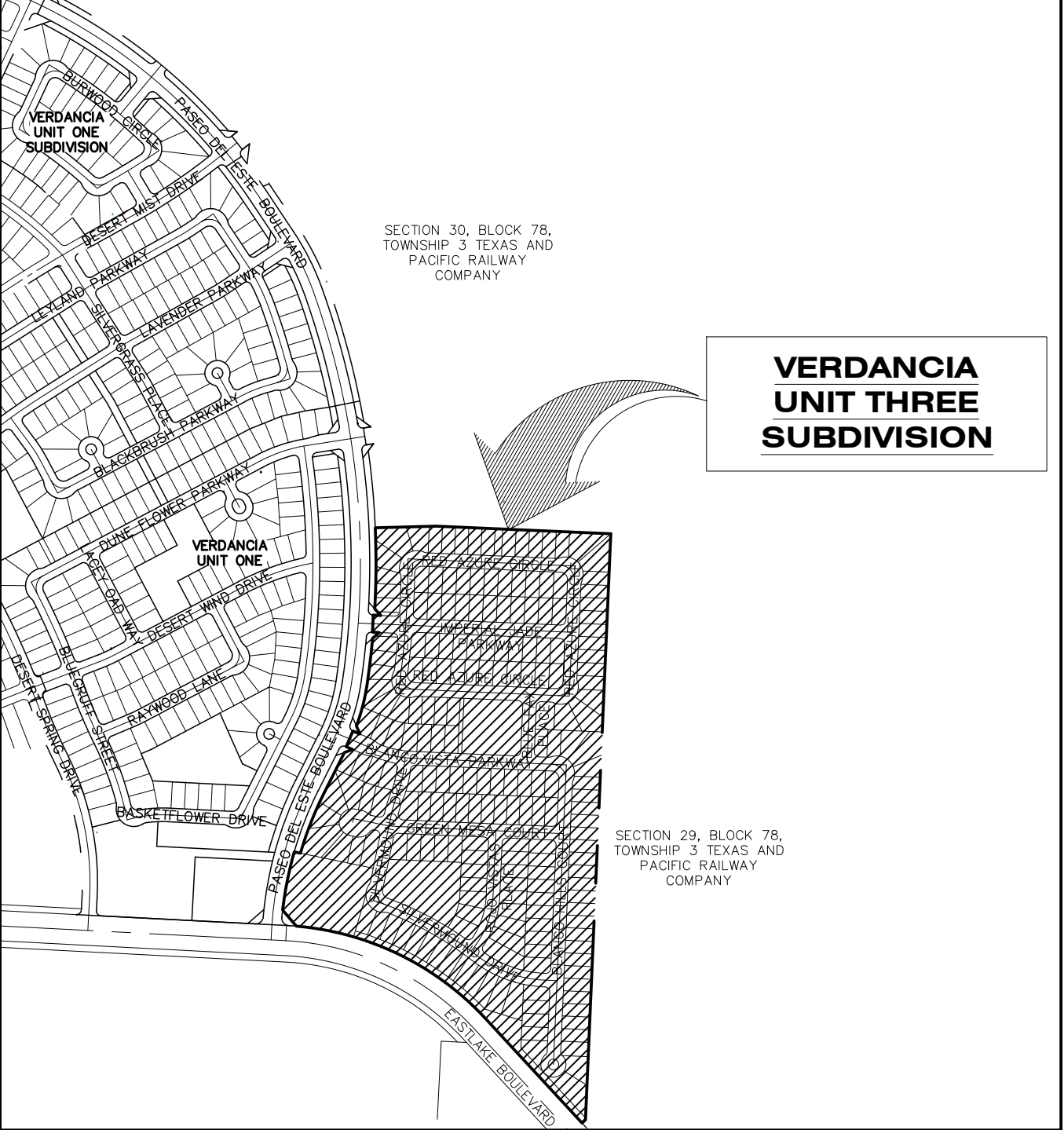
SURVEYOR'S DEDICATION

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND IS IN COMPLIANCE WITH THE CURRENT TEXAS BOARD OF PROFESSIONAL LAND SURVEYING PROFESSIONAL AND TECHNICAL STANDARDS.

JORGE GRAJEDA, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 117401

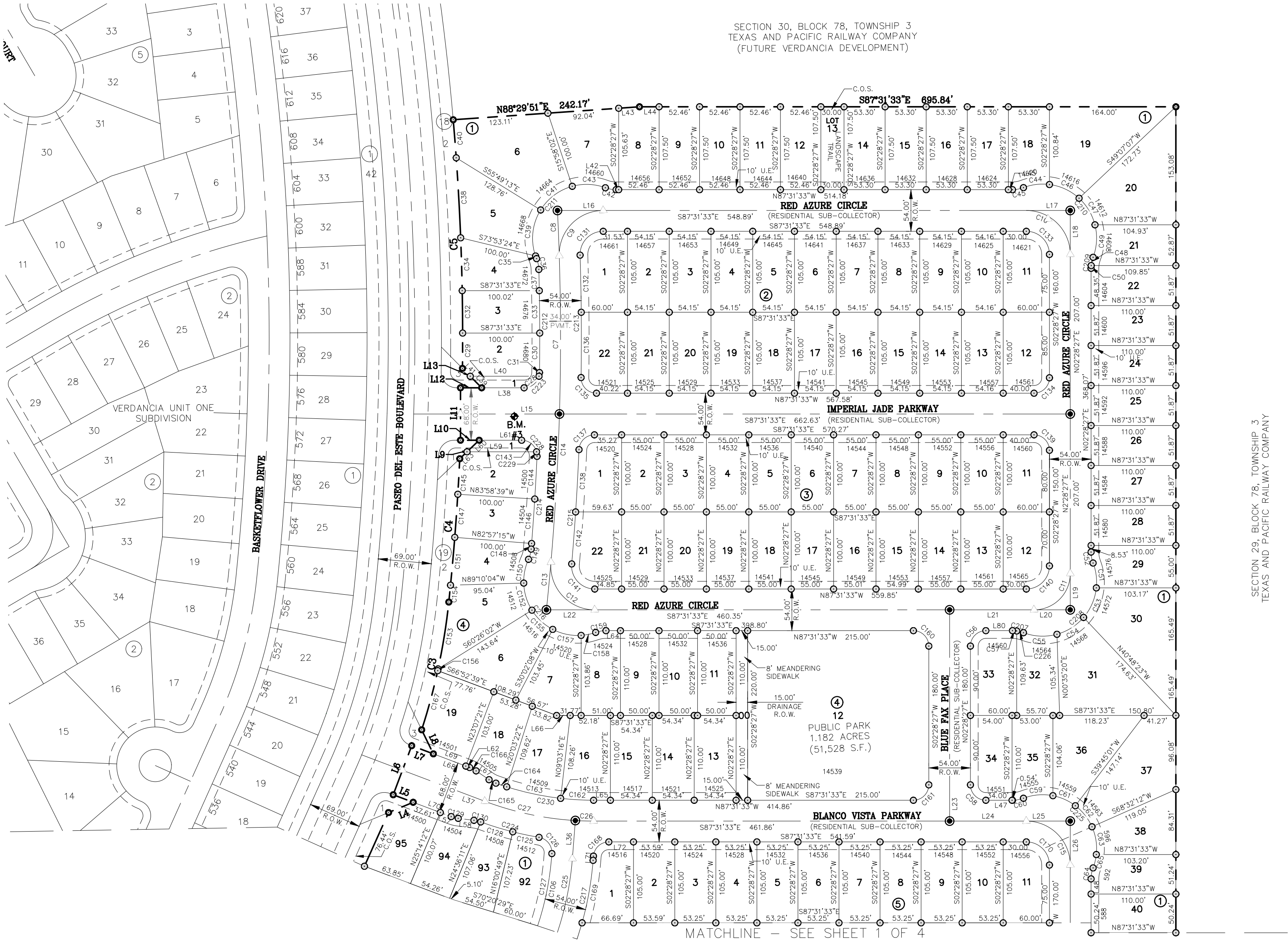
G. RENE ZAMORA, R.P.L.S. TX. NO. 5682

DATE OF PREPARATION: AUGUST 2025



PLAT NOTES AND RESTRICTIONS

- ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011) (EPOCH 2010.00).
- THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENT LOCATIONS.
- THIS SUBDIVISION IS LOCATED WITHIN A FLOOD ZONE "X". AREAS DETERMINED TO BE OUTSIDE 500 YEAR, AREAS SUBJECT TO INUNDATION BY THE 1%-ANNUAL-CHANCE FLOOD EVENT GENERALLY USING APPROXIMATE METHODOLOGIES, FLOOD PLAIN - PANEL NO. 480212 0250B, DATED SEPTEMBER 4, 1991.
- TAX CERTIFICATE(S) FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
DOCUMENT No. _____, DATE: _____.
- NOTICE OF APPLICABILITY FOR THIS SUBDIVISION IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
DOCUMENT No. _____, DATE: _____.
- THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO VERDANCIA UNIT THREE BY THE HORIZON REGIONAL MUNICIPAL DISTRICT IN ACCORDANCE WITH THEIR RULES AND REGULATIONS AND WITH SECTION 16.343 OF THE TEXAS WATER CODE. WATER AND SEWER SERVICES WILL BE FROM EXISTING FACILITIES LOCATED ON PASO DEL ESTE BOULEVARD AND EASTLAKE BOULEVARD, AND WILL BE CONSTRUCTED TO SERVE THE SUBDIVISION, WITHIN TWO (2) YEARS OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE HRMUD DISTRICT WATER AND SANITARY SEWER SYSTEM PURSUANT TO RULES AND REGULATIONS OF THE DISTRICT, AND HRMUD, AND OTHER APPLICABLE STATE AND LOCAL RULES AND REGULATIONS.
- LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS.
- HUNT HORIZON MESA, LLC, SHALL OBTAIN A PERMIT FROM THE TOWN OF HORIZON CITY PRIOR TO CUTTING ANY EXISTING COUNTY ROADS FOR INSTALLATION OF UTILITIES, CONSTRUCTION OF DRIVEWAYS, OR ANY OTHER PURPOSE.
- HUNT HORIZON MESA, LLC, HAS PROVIDED ADEQUATE STORM RUNOFF AND PONDING PROVISIONS PRIOR TO SALE OF ANY PROPERTY.
- HUNT HORIZON MESA, LLC, THE SUBDIVIDER OF VERDANCIA UNIT THREE HAS INSTALLED ALL UTILITY SERVICE LINES TO THE PROPERTY LINES OF THE RESIDENTIAL LOTS AND COMMERCIAL LOTS FRONTING STREETS, UNLESS OTHERWISE APPROVED IN WRITING.
- ROADS WILL NOT BE MAINTAINED BY THE TOWN OF HORIZON CITY UNTIL PAVED BY HUNT HORIZON MESA, LLC, AND LEGALLY APPROVED AND ACCEPTED.
- IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 232.025(6), IT IS HEREBY EXPRESSED THAT ALL PURCHASE CONTRACTS MADE BETWEEN HUNT HORIZON MESA, LLC, AND A PURCHASER OF LAND IN THIS SUBDIVISION WILL CONTAIN A STATEMENT DESCRIBING WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THIS SUBDIVISION.
- POSTAL SERVICE WITHIN THE SUBDIVISION WILL BE PROVIDED USING NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
- ALL PUBLIC STORMWATER INFRASTRUCTURE, DRAINAGE EASEMENT AND PUBLIC PONDING AREA TO BE MAINTAINED AND OPERATED BY THE TOWN OF HORIZON CITY.
- LOT 82, BLOCK 1, SHALL BE FOR COMMERCIAL USE ONLY.
- LOT OWNERS ARE RESPONSIBLE FOR MAINTAINING SIDEWALKS, PARKWAYS AND DRIVEWAYS ABUTTING THEIR PROPERTY, INCLUDING DOUBLE FRONTAGE LOTS.
- LOT OWNER FOR LOT 82, BLOCK 1 SHALL OBTAIN APPROVAL FROM THE TOWN OF HORIZON CITY PRIOR TO COMMERCIAL SITE LOT DEVELOPMENT, GRADING & DRAINAGE PLANS PREPARED BY A TEXAS LICENSED ENGINEER IS REQUIRED FOR EACH INDIVIDUAL LOT TO BE SUBMITTED FOR REVIEW & APPROVAL BY THE TOWN OF HORIZON CITY.
- PUBLIC PARK LOT 12, BLOCK 4, IS DEDICATED BY THIS PLAT AND TO BE MAINTAINED BY THE TOWN OF HORIZON CITY.
- LANDSCAPE EASEMENTS AT EYEBROWS AND CUL-DE-SACS ARE TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA).
- DRAINAGE EASEMENTS WITHIN LOT 20, BLOCK 4 AND LOT 12, BLOCK 4 (THE PUBLIC PARK LOT) ARE TO BE MAINTAINED BY THE LOT OWNER.
- LANDSCAPE COMMON OPEN SPACE (C.O.S.) (BLOCK 1: LOT 1, LOT 13, LOT 73, AND BLOCK 4: LOT 1) ARE TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA).
- REFER TO THE TOWN OF HORIZON CITY CODE OF ORDINANCES CHAPTER 14 OPEN SPACE REGULATIONS IN EFFECT.
- NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH RESIDENTIAL LOT.
- THE BUILDER WILL CONSTRUCT A 5' WIDE CONCRETE SIDEWALK AS PART OF THE CONSTRUCTION OF VERDANCIA UNIT THREE. THESE SIDEWALKS ARE LOCATED ALONG THE FRONT, REAR, AND SIDES OF EACH LOT WHERE THE LOT ABUTS A PUBLIC DEDICATED ROAD, UNLESS OTHERWISE NOTED ON THE SUBDIVISION IMPROVEMENTS PLANS.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE OWNED OR LEASED TO, AND MAINTAINED BY THE TOWN OF HORIZON CITY IN ACCORDANCE WITH ITS RULES AND REGULATIONS.
- THE BUILDER SHALL CONSTRUCT CONCRETE DRIVEWAYS BETWEEN THE STREET CURB AND THE PROPERTY LINE AS PART OF THE CONSTRUCTION OF BUILDING IMPROVEMENTS.
- ALL UTILITY EASEMENTS ARE 10' WIDE UNLESS OTHERWISE SPECIFIED ON DRAWINGS.
- VEHICULAR ACCESS TO THOSE RESIDENTIAL LOTS ABUTTING PASO DEL ESTE BOULEVARD SHALL BE FROM OTHER DEDICATED STREETS ONLY. THE INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
INSTRUMENT NO. _____, DATE: _____.
- LOT 13, BLOCK 6, IS DESIGNATED AS PUBLIC PONDING AREA. NO DWELLING/OCCUPANCY SHALL BE PERMITTED ON THIS LOT. THIS LOT SHALL BE DEDICATED TO AND MAINTAINED BY THE TOWN OF HORIZON CITY.
- SIDEWALKS & OPEN SPACE IMPROVEMENTS NOT DEDICATED TO THE TOWN OF HORIZON CITY SHALL BE MAINTAINED BY THE HOMEOWNER ASSOCIATION IN PLACE AND SHOULD THE HOA FAIL, THE CURRENT PROPERTY OWNER (HUNT COMMUNITIES LLC) SHALL BE RESPONSIBLE FOR ALL MAINTENANCE.
- THIS SUBDIVISION IS PART OF A COMMUNITY GOVERNED BY THE VERDANCIA COMMUNITY ASSOCIATION, INC. THE PROPERTY IS SUBJECT TO RECORDED RESTRICTIVE COVENANTS AND A NOTICE OF APPLICABILITY (NOA) FILED IN THE OFFICIAL PUBLIC RECORDS.



SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT,
14520 HORIZON BOULEVARD,
EL PASO, TEXAS 79928

RESIDENTIAL	=	206
COMMERCIAL	=	1
POND	=	1
PUBLIC PARK	=	1
TOTAL	=	209

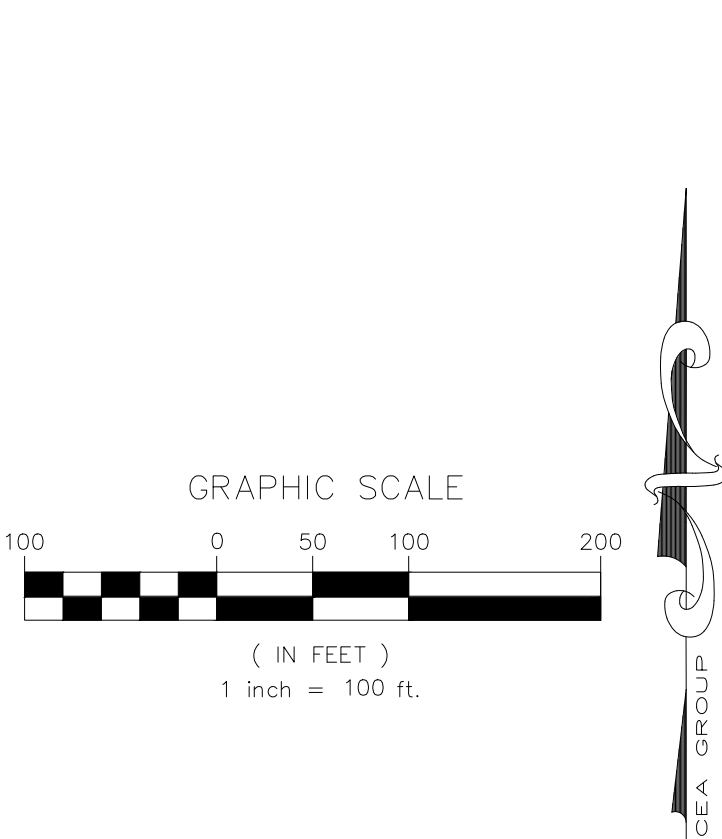
BEARING BASIS:
THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. THESE COORDINATES WERE ESTABLISHED FROM REFERENCE POINT TX04A (NGS PID NO. AB6217), HAVING VALUES 31°43'10.96688°(N), 106°14'29.61458°(W) COMBINED SCALE FACTOR 0.999177223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

VERTICAL DATUM:
VERTICAL DATUM BASED ON WEST TEXAS AIRPORT REFERENCE POINT TX04A (NGS PID NO. AB6217) NAVD 88 DATUM AND REFERENCED TO NAD83, HAVING AN ELEVATION OF 4005.60.

VERDANCIA UNIT THREE SUBDIVISION

BEING A PORTION OF LAND SITUATED IN SECTION 30,
BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC
RAILWAY COMPANY SURVEY, EL PASO COUNTY TEXAS.
CONTAINING 45.399 ACRES ±

SHEET 2 OF 3



LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- TOP OF CURB
- SIDEWALK
- PROPERTY LINE
- STREET CENTERLINE
- 10' UTILITY EASEMENT (10' U.E.)
- 5' IRRIGATION EASEMENT
- LOT AND BLOCK NUMBER
- U.S. POSTAL SERVICE DELIVERY COLLECTION BOX
- PROPOSED MONUMENT
- EXISTING MONUMENT
- 5/8" IRON ROD W/ZWA CAP SET
- 1/2" IRON ROD W/ZWA CAP SET
- LANDSCAPE/EASEMENT AREA

ENGINEER

cea group
1813 N. Kansas St.
Suite 300
El Paso, TX 79902
915.544.5232
www.ceagroup.net
TEXAS REGISTERED ENGINEERING FIRM F-4564

CONTACT: JORGE GRAJEDA, P.E.

SURVEYOR

ZWA
Zamora, L.L.C.
Professional Land Surveyors
1510 Zaragosa Road, Suite B-8 • El Paso, TX 79936
Office: (915) 955-9009 • Fax: (915) 855-9012

HUNT
COMMUNITIES

OWNER/DEVELOPER
HUNT HORIZON MESA, LLC
HUNT COMMUNITIES DEVELOPMENT CO., LLC
601 NORTH MESA, SUITE 1900
EL PASO, TEXAS 79901
VOICE (915) 533-1122
FAX (915) 545-2631
CONTACT: MR. JOSE LARES, P.E.

VERDANCIA UNIT THREE

SUBDIVISION

BEING A PORTION OF LAND SITUATED IN SECTION 30,
BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC
RAILWAY COMPANY SURVEY, EL PASO COUNTY TEXAS.

CONTAINING 45.399 ACRES ±

SHEET 3 OF 4

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	1418.50'	234.04'	117.29'	233.78'	N11°21'12"E	009°27'12"
C2	1391.00'	254.70'	127.71'	254.34'	N21°24'47"E	010°29'28"
C3	812.00'	169.71'	85.16'	169.40'	N14°27'49"E	011°58'29"
C4	3277.00'	186.51'	93.28'	186.48'	N06°50'45"E	003°15'39"
C5	3277.00'	322.85'	161.56'	322.72'	N00°20'36"E	005°38'41"
C6	1160.00'	858.68'	450.08'	839.21'	N63°55'56"W	042°24'47"
C7	3404.00'	205.25'	102.66'	205.22'	N02°24'33"E	003°27'17"
C8	3404.00'	58.83'	29.42'	58.83'	N00°11'13"E	000°59'25"
C9	57.00'	91.32'	58.81'	81.86'	S46°34'41"W	091°47'32"
C10	57.00'	89.54'	57.00'	80.61'	N42°31'33"W	090°00'00"
C11	47.00'	73.83'	47.00'	66.47'	N47°28'27"E	090°00'00"
C12	57.00'	94.41'	62.10'	83.98'	S40°04'29"E	094°54'08"
C13	3404.00'	62.15'	31.08'	62.15'	N07°53'58"E	001°02'46"
C14	3404.00'	192.47'	96.26'	192.44'	N05°45'23"E	003°14'23"
C15	57.00'	89.54'	57.00'	80.61'	N42°31'33"W	090°00'00"
C16	475.00'	294.50'	152.15'	289.80'	S69°45'52"E	035°31'22"
C17	1322.00'	24.79'	12.39'	24.79'	N52°32'25"W	001°04'27"
C18	350.00'	208.32'	107.35'	205.26'	N19°31'30"E	034°06'07"
C19	1322.00'	390.27'	196.56'	388.85'	N61°32'04"W	016°54'52"
C20	1322.00'	49.13'	24.57'	49.13'	N71°03'23"W	002°07'46"
C21	57.00'	81.24'	49.26'	74.54'	S29°09'37"E	081°39'47"
C22	400.00'	29.37'	14.69'	29.37'	S80°25'57"E	004°12'27"
C23	400.00'	34.84'	17.43'	34.82'	S85°01'52"E	004°59'23"
C24	400.00'	74.46'	37.34'	74.35'	S17°00'15"W	010°39'56"
C25	400.00'	107.33'	53.99'	107.01'	N14°38'59"E	015°22'27"
C26	400.00'	23.65'	11.83'	23.64'	S85°49'57"E	003°23'13"
C27	400.00'	120.51'	60.71'	120.05'	S75°30'29"E	017°15'41"
C28	20.00'	26.36'	15.49'	24.49'	S54°42'46"W	075°31'21"
C29	3277.00'	45.79'	22.90'	45.79'	N02°45'55"E	000°48'02"
C30	3377.00'	51.27'	25.63'	51.27'	S02°48'11"W	000°52'11"
C31	20.00'	4.79'	2.40'	4.78'	S10°05'41"W	013°42'49"
C32	3277.00'	55.00'	27.50'	55.00'	N01°53'03"E	000°57'42"
C33	3377.00'	55.00'	27.50'	55.00'	S01°54'06"W	000°56'00"
C34	3277.00'	68.61'	34.30'	68.60'	N00°48'13"E	001°11'58"
C35	70.00'	3.69'	1.85'	3.69'	S18°06'52"E	003°01'22"
C36	40.00'	14.38'	7.27'	14.30'	S09°19'45"E	020°35'36"
C37	3377.00'	27.55'	13.78'	27.55'	S01°12'05"W	000°28'03"
C38	3277.00'	103.93'	51.97'	103.92'	N00°42'17"W	001°49'02"
C39	70.00'	62.04'	33.23'	60.03'	S08°47'18"W	050°46'58"
C40	3277.00'	49.52'	24.76'	49.52'	N02°02'46"W	000°51'57"
C41	70.00'	52.44'	27.52'	51.23'	S55°38'33"W	042°55'32"
C42	40.00'	14.22'	7.19'	14.15'	N77°20'27"W	020°22'12"
C43	70.00'	43.66'	22.57'	42.96'	N85°01'31"W	035°44'19"
C44	70.00'	34.30'	17.50'	33.96'	S85°38'51"W	028°04'32"
C45	40.00'	14.57'	7.36'	14.49'	S82°02'31"W	020°51'52"
C46	70.00'	42.98'	22.19'	42.31'	N62°43'34"W	035°10'38"
C47	70.00'	40.79'	20.99'	40.21'	N28°26'46"W	033°22'59"
C48	40.00'	11.04'	5.56'	11.01'	N15°25'42"E	015°49'14"
C49	70.00'	42.87'	22.13'	42.21'	N05°47'31"E	035°05'35"
C50	40.00'	3.52'	1.76'	3.52'	N04°59'46"E	005°02'38"
C51	70.00'	32.80'	16.71'	32.50'	N04°58'00"W	026°50'52"
C52	40.00'	14.57'	7.36'	14.49'	S07°57'29"E	020°51'52"
C53	70.00'	42.42'	21.89'	41.78'	N25°49'09"E	034°43'25"
C54	70.00'	41.48'	21.37'	40.87'	N60°09'20"E	033°56'57"
C55	70.00'	44.24'	22.89'	43.50'	S84°45'57"E	036°12'31"
C56	20.00'	31.42'	20.00'	28.28'	N47°28'27"E	090°00'00"
C57	40.00'	5.48'	2.75'	5.48'	S83°36'01"E	007°51'06"
C58	20.00'	31.42'	20.00'	28.28'	N42°31'33"W	090°00'00"
C59	70.00'	38.86'	19.94'	38.36'	S87°30'46"W	031°48'23"
C60	40.00'	14.57'	7.36'	14.49'	S82°02'30"W	020°51'51"
C61	70.00'	32.17'	16.38'	31.89'	N63°25'01"W	026°20'04"
C62	70.00'	35.17'	17.96'	34.80'	N35°51'23"W	028°47'11"
C63	70.00'	36.87'	18.87'	36.44'	N06°22'29"W	030°10'37"
C64	40.00'	14.57'	7.36'	14.49'	N12°54'23"E	020°51'52"
C65	70.00'	17.87'	8.98'	17.82'	N16°01'34"E	014°37'30"
C66	20.00'	16.46'	8.73'	16.00'	S21°06'04"E	047°09'01"
C67	20.00'	0.23'	0.12'	0.23'	N45°00'45"W	000°40'20"
C68	50.00'	67.16'	39.74'	62.23'	N06°52'04"W	076°57'42"
C69	50.00'	92.21'	65.95'	79.69'	N84°26'41"E	105°39'48"
C70	20.00'	16.69'	8.87'	16.21'	S26°23'07"W	047°49'21"
C71	50.00'	81.18'	52.71'	72.55'	S03°47'11"W	093°01'13"
C72	502.00'	81.97'	41.08'	81.88'	S82°50'53"E	009°21'22"
C73	20.00'	31.42'	20.00'	28.28'	S42°31'33"E	090°00'00"
C74	502.00'	49.78'	24.91'	49.76'	S75°19'44"E	005°40'55"
C75	502.00'	52.95'	26.50'	52.93'	S69°27'58"E	006°02'37"
C76	502.00'	46.45'	23.24'	46.43'	S63°47'37"E	005°18'05"
C77	1185.00'	61.66'	30.84'	61.65'	N45°42'50"W	002°58'53"
C78	502.00'	46.37'	23.20'	46.36'	S58°29'48"E	005°17'34"
C79	1185.00'	58.48'	29.25'	58.48'	N48°37'06"W	002°49'40"
C80	1295.00'	17.73'	8.87'	17.73'	S52°23'43"E	000°47'04"

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C81	502.00'	33.71'	16.86'	33.70'	S53°55'36"E	003°50'50"
C82	1185.00'	48.95'	24.48'	48.94'	N51°12'56"W	002°22'00"
C83	1295.00'	34.49'	17.25'	34.49'	N53°33'02"W	001°31'34"
C84	1185.00'	34.14'	17.07'	34.14'	N53°13'27"W	001°39'03"
C85	1295.00'	49.05'	24.53'	49.05'	N55°23'56"W	002°10'13"
C86	1185.00'	50.96'	25.48'	50.95'	N55°16'54"W	002°27'50"
C87	1295.00'	52.48'	26.25'	52.48'	N57°38'42"W	002°19'20"
C88	1185.00'	47.69'	23.85'	47.68'	N57°39'59"W	002°18'20"
C89	1295.00'	53.28'	26.65'	53.28'	N59°59'05"W	002°21'27"
C90	1185.00'	48.49'	24.25'	48.48'	N59°59'29"W	002°20'40"
C91	1295.00'	56.48'	28.25'	56.48'	S62°24'47"E	002°29'57"
C92	1185.00'	51.69'	25.85'	51.68'	N62°24'47"W	002°29'57"
C93	1295.00'	56.48'	28.25'	56.48'	S64°54'44"E	002°29'57"
C94	1185.00'	51.69'	25.85'	51.68'	N64°54'44"W	002°29'57"
C95	1295.00'	56.48'	28.25'	56.48'	S67°24'40"E	002°29'57"
C96	1185.00'	51.69'	25.85'	51.68'	N67°24'40"W	002°29'57"
C97	70.00'	29.97'	15.22'	29.74'	S80°23'15"E	024°31'55"
C98	40.00'	16.55'	8.39'	16.43'	S80°48'10"E	023°42'05"
C99	1295.00'	6.59'	3.29'	6.59'	S68°48'23"E	000°17'30"
C100	1185.00'	52.75'	26.38'	52.74'	N69°56'09"W	002°33'01"
C101	70.00'	83.23'	47.32'	78.41'	S34°03'39"E	068°07'17"
C102	1185.00'	50.62'	25.32'	50.62'	N72°26'06"W	002°26'52"
C103	40.00'	16.01'	8.12'	15.91'	S23°08'27"W	022°56'22"
C104	70.00'	42.28'	21.81'	41.64'	S17°18'19"W	034°36'38"
C105	1160.00'	232.35'	116.56'	231.96'	N79°24'02"W	011°28'35"
C106	373.00'	104.67'	52.68'	104.33'	S141°7'52"W	016°04'41"
C107	53.50'	20.11'	10.18'	19.99'	N48°15'00"E	021°32'21"
C108	20.00'	22.41'	12.54'	21.25'	N69°34'33"E	064°11'27"
C109	20.00'	31.42'	20.00'	28.28'	S33°19'44"E	090°00'00"
C110	53.50'	39.83'	20.89'	38.91'	N80°20'43"E	042°39'07"
C111	53.50'	28.27'	14.47'	27.94'	S63°11'34"E	030°16'18"
C112	53.50'	37.18'	19.38'	36.44'	S28°08'50"E	039°49'11"
C113	1391.00'	102.39'	51.22'	102.37'	N18°16'35"E	004°13'03"
C114	53.50'	37.18'	19.38'	36.44'	S11°40'22"W	039°49'11"
C115	1391.00'	115.08'	57.57'	115.05'	N22°45'19"E	004°44'25"
C116	53.50'	37.18'	19.38'	36.44'	S51°29'33"W	039°49'11"
C117	1391.00'	37.22'	18.61'	37.22'	N25°53'31"E	001°31'59"
C118	53.50'	28.26'	14.47'	27.94'	S86°32'13"W	030°16'08"
C119	20.00'	8.10'	4.11'	8.05'	N57°27'02"W	023°12'45"
C120	53.50'	30.33'	15.59'	29.93'	S62°05'12"E	032°29'04"
C121	373.00'	8.83'	4.42'	8.83'	S21°39'31"W	001°21'24"
C122	427.00'	81.18'	40.71'	81.06'	S16°53'26"W	010°53'34"
C123	20.00'	31.50'	20.08'	28.34'	S56°33'27"W	090°13'38"
C124	20.00'	3.24'	1.62'	3.23'	N73°41'34"W	009°16'19"
C125	427.00'	34.81'	17.41'	34.80'	S75°39'12"E	004°40'14"
C126	20.00'	29.41'	18.09'	26.83'	S35°51'54"E	084°14'51"
C127	373.00'	95.84'	48.18'	95.57'	S13°37'10"W	014°43'17"
C128	427.00'	43.57'	21.80'	43.55'	S70°23'42"E	005°50'47"
C129	40.00'	9.43'	4.74'	9.41'	S73°38'04"E	013°30'50"
C130	40.00'	9.02'	4.53'	9.00'	S73°55'53"E	012°55'11"
C131	30.00'	48.06'	30.95'	43.08'	S46°34'41"W	091°47'32"
C132	3431.00'	74.08'	37.04'	74.08'	N01°18'02"E	001°14'13"
C133	30.00'	47.12'	30.00'	42.43'	N42°31'33"W	090°00'00"
C134	20.00'	31.42'	20.00'	28.28'	N47°28'27"E	090°00'00"
C135	20.00'	31.72'	20.30'	28.50'	S42°05'46"E	090°51'34"
C136	3431.00'	84.70'	42.35'	84.70'	N02°37'34"E	001°24'52"
C137	20.00'	30.57'	19.17'	27.68'	S48°41'04"W	087°34'45"
C138	3431.00'	80.96'	40.48'	80.96'	N05°34'15"E	001°21'07"
C139	20.00'	31.42'	20.00'	28.28'	N42°31'33"W	090°00'00"
C140	30.00'	47.12'	30.00'	42.43'	N47°28'27"E	090°00'00"
C141	30.00'	49.69'	32.68'	44.20'	S40°04'29"E	094°54'08"
C142	3431.00'	67.63'	33.82'	67.63'	N06°48'42"E	001°07'46"
C143	20.00'	26.36'	15.49'	24.49'	N49°45'53"W	075°31'21"
C144	3377.00'	55.42'	27.71'	55.42'	S05°33'09"W	000°56'25"
C145	3277.00'	46.17'	23.08'	46.17'	N05°37'08"E	000°48'26"
C146	3377.00'	57.81'	28.91'	57.81'	S06°30'47"W	000°58'51"
C147	3277.00'	56.02'	28.01'	56.02'	N06°30'44"E	000°58'46"
C148	3377.00'	7.34'	3.67'	7.34'	S07°03'56"W	000°07'28"
C149	40.00'	13.73'	6.93'	13.66'	N16°57'35"E	019°39'49"
C150	70.00'	31.72'	16.13'	31.44'	S13°44'43"W	025°57'34"
C151	3277.00'	62.31'	31.16'	62.31'	N07°32'49"E	001°05'22"
C152	70.00'	37.14'	19.02'	36.73'	N13°24'01"E	020°23'54"
C153	812.00'	87.87'	43.98'	87.80'	N11°34'35"E	006°21'00"
C154	3277.00'	22.00'	11.00'	22.00'	N08°17'02"E	000°23'05"
C155	70.00'	37.14'	19.02'	36.70'	S44°45'55"E	020°23'54"
C156	812.00'	2.29'	1.15'	2.29'	N14°45'26"E	000°09'42"
C157	70.00'	38.13'	19.55'	37.66'	S75°34'10"E	031°12'36"
C158	70.00'	19.32'	9.72'	19.26'	N80°55'04"E	015°46'57"
C159	40.00'	13.59'	6.86'	13.52'	S82°44'31"W	029°75'11"
C160	20.00'	31.42'	20.00'	28.28'	N42°31'33"W	090°00'00"

VERDANCIA UNIT THREE

SUBDIVISION

BEING A PORTION OF LAND SITUATED IN SECTION 30,
BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC
RAILWAY COMPANY SURVEY, EL PASO COUNTY TEXAS.
CONTAINING 45.399 ACRES ±

SHEET 4 OF 4

LEGAL DESCRIPTION

DESCRIPTION OF A 45.399 ACRE TRACT OF LAND SITUATED IN SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, BEING A PORTION OF THAT CERTAIN 106.535 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO HUNT HORIZON MESA, LLC, OF RECORD IN DOCUMENT NO. 20240021887 OF THE OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, AND BEING ALSO A PORTION OF THAT CERTAIN 99.433 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO HUNT HORIZON MESA, LLC, OF RECORD IN DOCUMENT NO. 20240014413 OF THE OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, SAID 45.399 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4–inch iron pipe found for the southeast corner of Section No. 30, being also the southwest corner of Section No. 29, being also the northeast corner of Section No. 31, and being the northwest corner of Section No. 32, all in Block 78, Township 3, Texas and Pacific Railway Company Surveys;

THENCE N 79°34'22" W, over and across said Survey No. 30, for a distance of 114.36 feet to a 5/8" iron rod with cap stamped "ZWA" set on the north line of Eastlake Boulevard, a 120 foot right of way, having Texas State Plane Grid Coordinate, (Central Zone, NAD 83, U.S. Feet, Combined Scale Factor 0.99977223) values of N= 10,628,885.27, E= 478,523.78, for the southeast corner and the POINT OF BEGINNING;

THENCE with the north line of said Eastlake Boulevard, and the south line hereof, the following four (4) courses and distances:

- N 42°43'33" W for a distance of 564.57 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the left, and
- along said curve to the left, an arc distance of 858.68 feet, said curve having a radius of 1160.00 feet, a central angle of 42°24'47" and a chord bearing of N 63°55'56" W for a chord distance of 839.21 feet to a 5/8" iron rod with cap stamped "ZWA" set for the southwest corner hereof,

THENCE departing the north line of said Eastlake Boulevard, and with the west line hereof, over and across said 106.535–acre tract and said 99.433–acre tract, the following eighteen (18) courses and distances:

- N 40°17'56" W for a distance of 87.42 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the right,
 - along said curve to the right, an arc distance of 234.04 feet, said curve having a radius of 1418.50 feet, a central angle of 9°27'12" and a chord bearing of N 11°21'12" E for a chord distance of 233.78 feet to a 5/8" iron rod with cap stamped "ZWA" set at the end of said curve,
 - S 78°19'44" E for a distance of 27.58 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the right,
 - along said curve to the right, an arc distance of 254.70 feet, said curve having a radius of 1391.00 feet, a central angle of 10°29'28" and a chord bearing of N 21°24'47" E for a chord distance of 254.34 feet to a 5/8" iron rod with cap stamped "ZWA" set at the end of said curve,
 - N 26°39'31" E for a distance of 183.42 feet to a 5/8" iron rod with cap stamped "ZWA" set,
 - N 69°53'26" E for a distance of 34.61 feet to a 5/8" iron rod with cap stamped "ZWA" set,
 - N 66°52'39" W for a distance of 27.68 feet to a 5/8" iron rod with cap stamped "ZWA" set,
 - N 23°07'21" E for a distance of 68.00 feet to a 5/8" iron rod with cap stamped "ZWA" set,
 - S 66°52'39" E for a distance of 30.00 feet to a 5/8" iron rod with cap stamped "ZWA" set,
 - N 23°25'08" W for a distance of 34.67 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the left,
 - along said curve to the left, an arc distance of 169.71 feet, said curve having a radius of 812.00 feet, a central angle of 11°58'29" and a chord bearing of N 14°27'49" E for a chord distance of 169.40 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a compound curve to the left,
 - along said compound curve to the left, an arc distance of 186.51 feet, said curve having a radius of 3277.00 feet, a central angle of 3°15'39" and a chord bearing of N 06°50'45" E for a chord distance of 186.48 feet to a 5/8" iron rod with cap stamped "ZWA" set at the end of said compound curve,
 - N 48°53'34" E for a distance of 34.76 feet to a 5/8" iron rod with cap stamped "ZWA" set,
 - N 87°31'33" W for a distance of 24.24 feet to a 5/8" iron rod with cap stamped "ZWA" set,
 - N 02°28'27" E for a distance of 68.00 feet to a 5/8" iron rod with cap stamped "ZWA" set,
 - S 87°31'33" E for a distance of 27.50 feet to a 5/8" iron rod with cap stamped "ZWA" set,
 - N 42°12'47" W for a distance of 35.45 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the left, and
 - along said curve to the left, an arc distance of 322.85 feet, said curve having a radius of 3277.00 feet, a central angle of 5°38'41" and a chord bearing of N 00°20'36" E for a chord distance of 322.72 feet to a 5/8" iron rod with cap stamped "ZWA" set for the northwest corner hereof;
- THENCE with the north line hereof, over and across said 106.535–acre tract and said 99.433–acre tract, the following two (2) courses and distances:
- N 88°29'51" E for a distance of 242.17 feet to a 5/8" iron rod with cap stamped "ZWA" set, and
 - S 87°31'33" E for a distance of 695.84 feet to a 5/8" iron rod with cap stamped "ZWA" set on the common line of said Section No. 30, and said Section No. 29, for the northeast corner hereof;
- THENCE with the common line of said Section No. 30, and said Section No. 29, the following two (2) courses and distances:
- S 02°28'27" W for a distance of 2334.36 feet to a 5/8" iron rod with cap stamped "ZWA" set, and
 - S 47°16'35" W for a distance of 18.86 feet to the POINT OF BEGINNING and containing 45.399 acres of land.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
Block 1	1	1152 sq.ft.
Block 1	2	5547 sq.ft.
Block 1	3	5500 sq.ft.
Block 1	4	5614 sq.ft.
Block 1	5	8164 sq.ft.
Block 1	6	12504 sq.ft.
Block 1	7	7511 sq.ft.
Block 1	8	5614 sq.ft.
Block 1	9	5639 sq.ft.
Block 1	10	5639 sq.ft.
Block 1	11	5639 sq.ft.
Block 1	12	5639 sq.ft.
Block 1	13	3225 sq.ft.
Block 1	14	5730 sq.ft.
Block 1	15	5730 sq.ft.
Block 1	16	5730 sq.ft.
Block 1	17	5730 sq.ft.
Block 1	18	5513 sq.ft.
Block 1	19	11568 sq.ft.
Block 1	20	11344 sq.ft.
Block 1	21	5549 sq.ft.
Block 1	22	5705 sq.ft.
Block 1	23	5705 sq.ft.
Block 1	24	5705 sq.ft.
Block 1	25	5705 sq.ft.
Block 1	26	5705 sq.ft.
Block 1	27	5705 sq.ft.
Block 1	28	5705 sq.ft.
Block 1	29	5844 sq.ft.
Block 1	30	11796 sq.ft.
Block 1	31	11358 sq.ft.
Block 1	32	5656 sq.ft.
Block 1	33	6513 sq.ft.
Block 1	34	5854 sq.ft.
Block 1	35	5585 sq.ft.
Block 1	36	8397 sq.ft.
Block 1	37	10636 sq.ft.
Block 1	38	6386 sq.ft.
Block 1	39	5535 sq.ft.
Block 1	40	5526 sq.ft.
Block 1	41	5526 sq.ft.
Block 1	42	5526 sq.ft.
Block 1	43	5526 sq.ft.
Block 1	44	5526 sq.ft.
Block 1	45	5526 sq.ft.
Block 1	46	5526 sq.ft.
Block 1	47	5526 sq.ft.
Block 1	48	5526 sq.ft.
Block 1	49	5526 sq.ft.
Block 1	50	5526 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
Block 1	51	5526 sq.ft.
Block 1	52	5526 sq.ft.
Block 1	53	5526 sq.ft.
Block 1	54	5526 sq.ft.
Block 1	55	5526 sq.ft.
Block 1	56	5526 sq.ft.
Block 1	57	5526 sq.ft.
Block 1	58	5526 sq.ft.
Block 1	59	5526 sq.ft.
Block 1	60	6241 sq.ft.
Block 1	61	8023 sq.ft.
Block 1	62	12679 sq.ft.
Block 1	63	7853 sq.ft.
Block 1	64	5502 sq.ft.
Block 1	65	5502 sq.ft.
Block 1	66	5502 sq.ft.
Block 1	67	5695 sq.ft.
Block 1	68	9520 sq.ft.
Block 1	69	8369 sq.ft.
Block 1	70	6870 sq.ft.
Block 1	71	6048 sq.ft.
Block 1	72	5543 sq.ft.
Block 1	73	3775 sq.ft.
Block 1	74	5500 sq.ft.
Block 1	75	5509 sq.ft.
Block 1	76	5597 sq.ft.
Block 1	77	5949 sq.ft.
Block 1	78	5949 sq.ft.
Block 1	79	5949 sq.ft.
Block 1	80	5524 sq.ft.
Block 1	81	6451 sq.ft.
Block 1	82	87423 sq.ft.
Block 1	83	7872 sq.ft.
Block 1	84	5593 sq.ft.
Block 1	85	8247 sq.ft.
Block 1	86	14016 sq.ft.
Block 1	87	7851 sq.ft.
Block 1	88	9722 sq.ft.
Block 1	89	10237 sq.ft.
Block 1	90	5649 sq.ft.
Block 1	91	6486 sq.ft.
Block 1	92	6429 sq.ft.
Block 1	93	5502 sq.ft.
Block 1	94	5503 sq.ft.
Block 1	95	5979 sq.ft.
Block 1	96	37214 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
Block 2	1	6200 sq.ft.
Block 2	2	5686 sq.ft.
Block 2	3	5686 sq.ft.
Block 2	4	5686 sq.ft.
Block 2	5	5686 sq.ft.
Block 2	6	5686 sq.ft.
Block 2	7	5686 sq.ft.
Block 2	8	5686 sq.ft.
Block 2	9	5686 sq.ft.
Block 2	10	5687 sq.ft.
Block 2	11	6107 sq.ft.
Block 2	12	6214 sq.ft.
Block 2	13	5687 sq.ft.
Block 2	14	5686 sq.ft.
Block 2	15	5686 sq.ft.
Block 2	16	5686 sq.ft.
Block 2	17	5686 sq.ft.
Block 2	18	5686 sq.ft.
Block 2	19	5686 sq.ft.
Block 2	20	5686 sq.ft.
Block 2	21	5686 sq.ft.
Block 2	22	6213 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
Block 3	1	5604 sq.ft.
Block 3	2	5500 sq.ft.
Block 3	3	5500 sq.ft.
Block 3	4	5500 sq.ft.
Block 3	5	5500 sq.ft.
Block 3	6	5500 sq.ft.
Block 3	7	5500 sq.ft.
Block 3	8	5500 sq.ft.
Block 3	9	5500 sq.ft.
Block 3	10	5500 sq.ft.
Block 3	11	5914 sq.ft.
Block 3	12	5807 sq.ft.
Block 3	13	5500 sq.ft.
Block 3	14	5500 sq.ft.
Block 3	15	5499 sq.ft.
Block 3	16	5501 sq.ft.
Block 3	17	5500 sq.ft.
Block 3	18	5500 sq.ft.
Block 3	19	5500 sq.ft.
Block 3	20	5500 sq.ft.
Block 3	21	5500 sq.ft.
Block 3	22	6105 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
Block 4	1	1160 sq.ft.
Block 4	2	5782 sq.ft.
Block 4	3	5692 sq.ft.
Block 4	4	5514 sq.ft.
Block 4	5	7496 sq.ft.
Block 4	6	8198 sq.ft.
Block 4	7	6527 sq.ft.
Block 4	8	5512 sq.ft.
Block 4	9	5500 sq.ft.
Block 4	10	5500 sq.ft.
Block 4	11	5500 sq.ft.
Block 4	12	51528 sq.ft.
Block 4	13	5977 sq.ft.
Block 4	14	5977 sq.ft.
Block 4	15	5977 sq.ft.
Block 4	16	6402 sq.ft.
Block 4	17	6599 sq.ft.
Block 4	18	6009 sq.ft.
Block 4	19	7176 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
Block 5	1	5876 sq.ft.
Block 5	2	5627 sq.ft.
Block 5	3	5591 sq.ft.
Block 5	4	5591 sq.ft.
Block 5	5	5591 sq.ft.
Block 5	6	5591 sq.ft.
Block 5	7	5591 sq.ft.
Block 5	8	5591 sq.ft.
Block 5	9	5591 sq.ft.
Block 5	10	5591 sq.ft.
Block 5	11	6107 sq.ft.
Block 5	12	6239 sq.ft.
Block 5	13	5704 sq.ft.
Block 5	14	5704 sq.ft.
Block 5	15	5704 sq.ft.
Block 5	16	5704 sq.ft.
Block 5	17	5704 sq.ft.
Block 5	18	5704 sq.ft.
Block 5	19	5704 sq.ft.
Block 5	20	5704 sq.ft.
Block 5	21	5704 sq.ft.
Block 5	22	5737 sq.ft.
Block 5	23	8151 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
Block 6	1	6323 sq.ft.
Block 6	2	5741 sq.ft.
Block 6	3	5741 sq.ft.
Block 6	4	5741 sq.ft.
Block 6	5	5741 sq.ft.
Block 6	6	5689 sq.ft.
Block 6	7	5695 sq.ft.
Block 6	8	5695 sq.ft.
Block 6	9	5695 sq.ft.
Block 6	10	6241 sq.ft.
Block 6	11	6473 sq.ft.
Block 6	12	6459 sq.ft.
Block 6	13	60600 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
Block 7	1	5504 sq.ft.
Block 7	2	5590 sq.ft.
Block 7	3	5590 sq.ft.
Block 7	4	5590 sq.ft.
Block 7	5	5598 sq.ft.
Block 7	6	6494 sq.ft.
Block 7	9	43790 sq.ft.
Block 7	13	5558 sq.ft.
Block 7	14	5558 sq.ft.
Block 7	15	5558 sq.ft.
Block 7	16	5558 sq.ft.
Block 7	17	5558 sq.ft.
Block 7	18	5558 sq.ft.
Block 7	19	5827 sq.ft.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: August 11, 2026

To: Honorable Mayor and Members of City Council

From: David Ruiz, Planner

SUBJECT: On the Preliminary Subdivision Plat application for Verdancia Unit 5 (Case No. SDP26-0001), legally described as Being a Portion of Land Situated in Section 32, Block 78, Township 3, Texas and Pacific Railway Company Survey, Town of Horizon City, El Paso County, Texas. Containing 42.27-acres $\pm$. Application submitted by Applicant/Representative: CEA Group.

On July 20, 2026, the Planning & Zoning Commission unanimously recommended approval of Verdancia Unit 5 Subdivision Preliminary Plat.

The application meets all minimum requirements of a preliminary subdivision plat and staff recommends approval of Verdancia Unit 5 Subdivision Preliminary Plat.

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



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: SDP26-0001 Verdancia Unit 5 Preliminary

Application Type: Preliminary Subdivision Plat Application
P&Z Hearing Date: July 20, 2026
Staff Contact: David Ruiz, Planner
 915-852-1046, Ext. 404; druiz@horizoncity.org

Address/Location: West of Eastlake Blvd & North of Horizon Blvd.

Property ID Nos.:

Legal Description: Being A Portion Of Section 32, Block 78, Township 3, Texas And Pacific Railway Company Surveys, El Paso County, Texas. Containing 42.27-Acres ±

Property Owner: Hunt Horizon Crossing, LLC

Applicant/Rep.: CEA Group, Jorge Grajeda

Nearest Park: Horizon Mesa Park

Nearest School: Horizon High School and Horizon Middle School

SURROUNDING PROPERTIES:		
	Zoning	Land Use
N	Vacant	Residential
E	Vacant	Residential (El Paso County)
S	Vacant	Residential
W	Vacant	PUD Residential
LAND USE AND ZONING:		
	Existing	Proposed
Land Use	Vacant	Residential Subdivision
Zoning	R-3 Residential	R-3 Residential

Application Description:

Preliminary Subdivision:

The proposed preliminary plat residential subdivision includes 203 lots for single-family residential development, 1 pond area, the smallest lot measuring approximately 5,500 sq. ft. and the largest lot measuring approximately 12,894 sq. ft. Internal 54 ft. residential sub-collector streets, a 68' feet residential sub-collector street, a 64' residential collector.

Cumulative Parkland Dedication:

Verdancia Unit 5 is required to provide 4.49 acres of parkland dedication. Since the development carried a parkland credit of 8.203 acres, the required dedication was satisfied through the available credit, leaving a remaining cumulative parkland credit of 3.713 acres. In addition, \$3,594.00 in park fees is due in accordance with Horizon City's cumulative parkland dedication and fee requirements.

Staff Recommendation:

Staff recommends approval subject to addressing all pending comments prior to City Council Meeting.

Planning Division Comments:

Town Engineer Comments:

El Paso 9-1-1 District Comments:

No comments

TxDOT Comments:

No comments

El Paso Electric Company:

Please add a 12' wide easement along Velvet Ash St to access the new lots. Please provide the construction plans for Velvet Ash to cross our transmission line.

Texas Gas Service:

Texas Gas Services does not have any comments at this time. We do have existing mains in close proximity to this preliminary plat application, Verdancia Unit Five Subdivision, and are looking forward to working with the developer when they are ready.

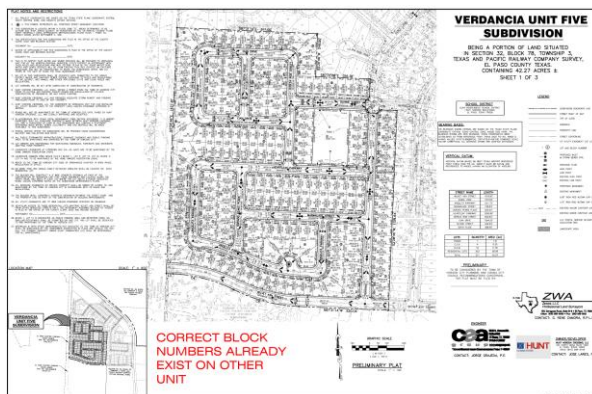
El Paso Natural Gas / Kinder Morgan:

This project area is clear of El Paso Natural Gas a company of Kinder Morgans Pipelines and Facilities.

Clint ISD:

Clint ISD takes no exception to the information presented.

El Paso Central Appraisal District (EPCAD):



HRMUD:

No comments

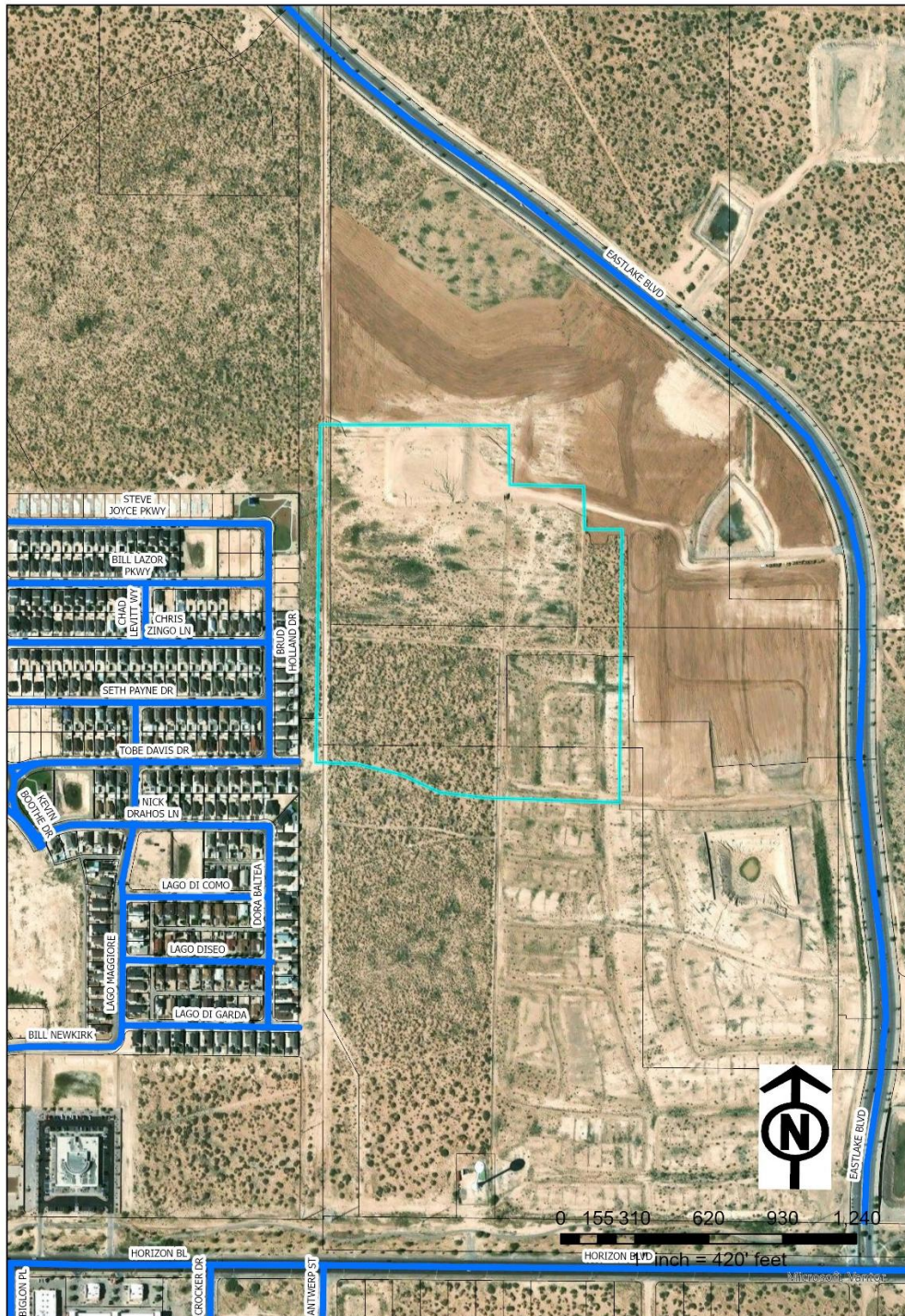
Attachments:

- 1 – Aerial
- 2 – Zoning Designation Map
- 3 – Location Map
- 4 – Preliminary Plat
- 5 – Existing and Proposed Right-of-Way Cross Section and Cul-De-Sacs
- 6 – Modification Request

7 – Application

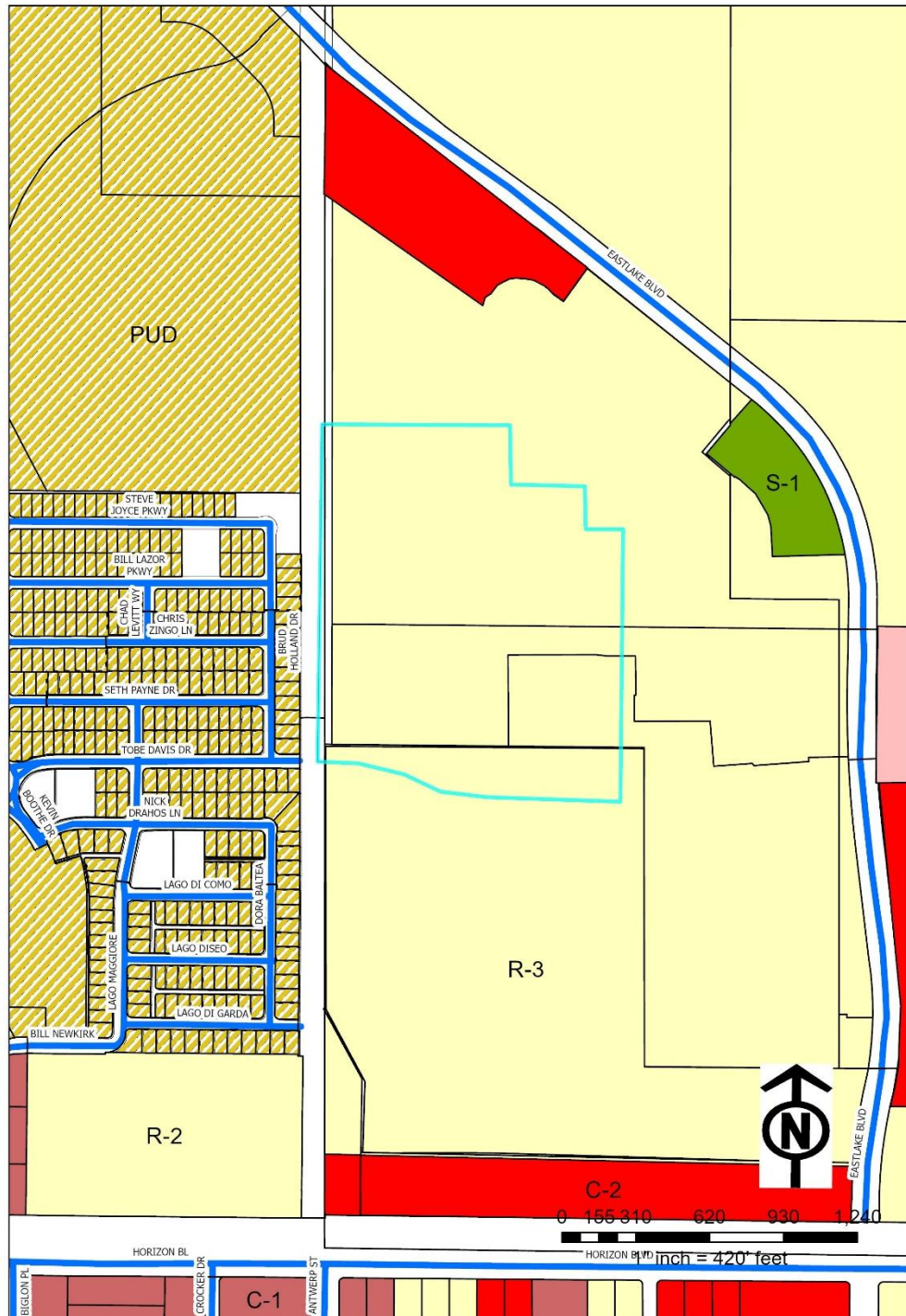
Attachment 1: Aerial Map

**Planning & Zoning Commission
Verdancia Unit 5
Case No. SDP26-0001**

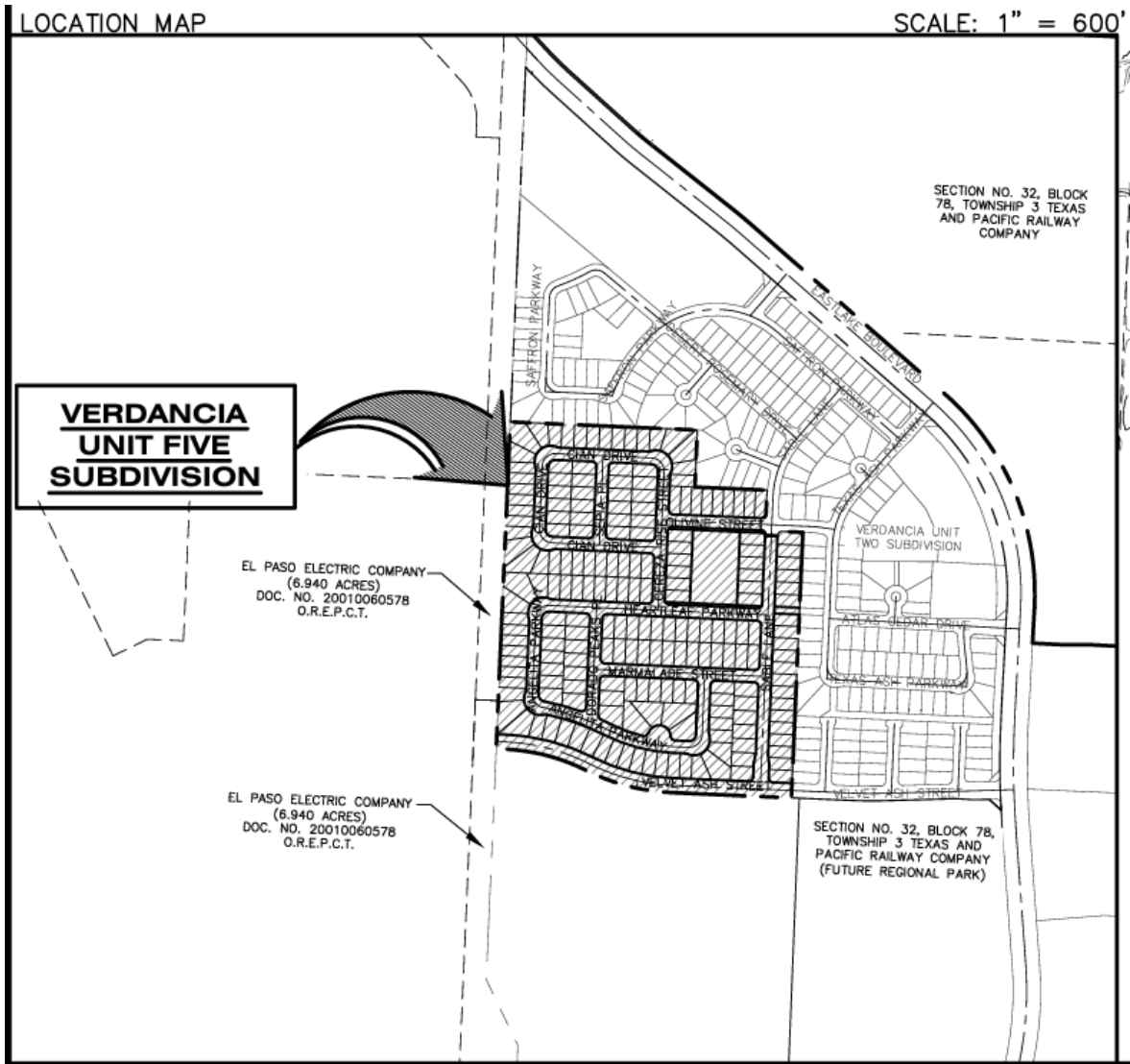


Attachment 2: Zoning Designation Map

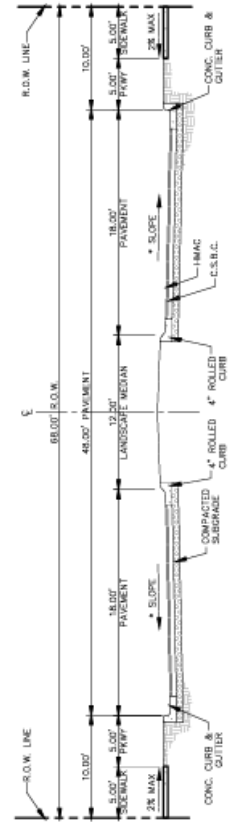
**Planning & Zoning Commission
Verdancia Unit 5
Case No. SDP26-0001**



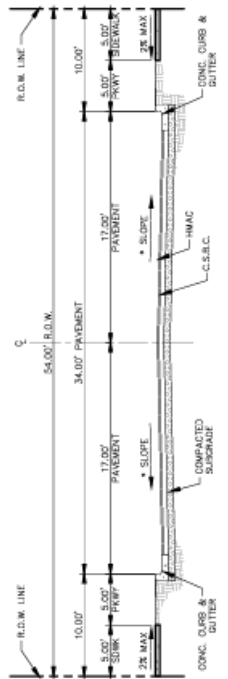
Attachment 3: Location Map



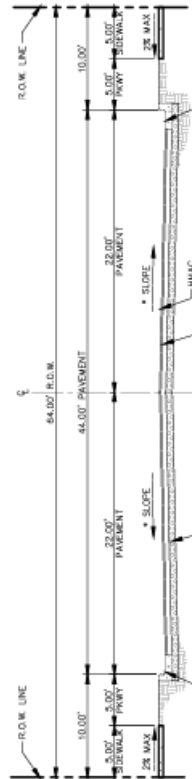
Attachment 5: Existing and Proposed Right-of-Way Cross Section and Cul-De-Sacs



PROPOSED TYPICAL 68' ROW STREET SECTION DETAIL @ ENHANCED ENTRANCE
(SABLE LANE RESIDENTIAL SUB-COLLECTOR)
SCALE: N.T.S.



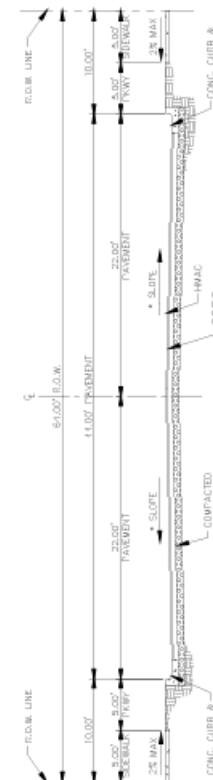
PROPOSED TYPICAL 54' ROW STREET SECTION DETAIL
(RESIDENTIAL SUB-COLLECTOR)
SCALE: N.T.S.



PROPOSED TYPICAL 64' ROW STREET SECTIONS DETAIL
(VELVET ASH STREET RESIDENTIAL COLLECTOR)
SCALE: N.T.S.



EXISTING 54' ROW STREET SECTION DETAIL
(OLIVE STREET & SABLE LANE/RESIDENTIAL SUB-COLLECTOR)
SCALE: N.T.S.



EXISTING 64' ROW STREET SECTIONS DETAIL
(VELVET ASH STREET/RESIDENTIAL COLLECTOR)
SCALE: N.T.S.

Attachment 6: Modification Request



Uptown centre
813 N. Kansas St., Ste. 300
El Paso, TX 79902
915.544.5232
www.ceagroup.net

July 16, 2026

Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

Attention: Mr. Art Rubio,
Chief Planner

Reference: Verdancia Unit Five Subdivision – Modification Request Letter-**REVISED**

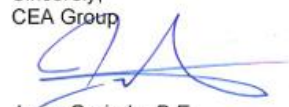
Dear Mr. Rubio:

Hunt Communities, GP, LLC is requesting the following modifications from the Town of Horizon City Subdivision Regulations.

1. Modification to use a 68-ft residential collector at enhanced neighborhood entrance. The 68-foot street right-of-way will consist of two 5-ft parkways, two 5-ft wide concrete sidewalks, two 20-ft wide pavement structures and an 8-ft raised landscape median with curbs & gutter. Landscape areas will be maintained by the HOA.
2. Modification to use 50-foot radius eyebrow street with interior landscape islands and outside travel lane roadway width of 29-feet. The proposed eyebrow and landscape island will enhance the neighborhood character, reduce the impervious surface, and maintain adequate room for emergency vehicle turning movement. Landscape areas will be maintained by the HOA.
3. Modification from a 52-ft wide residential sub-collector street right-of-way to a 54-ft wide street right-of-way at all local residential sub-collector streets. The 54-ft street will consist of two 5-ft parkways, two 5-ft wide concrete sidewalks and a 34-ft wide pavement structure with curb & gutter.

On behalf of the developer and CEA Group, we thank you in advance for your prompt attention to this issue and look forward to a favorable consideration to our modifications request. If you have any questions, please do not hesitate to call me at (915) 544-5232 or email jgrajeda@ceagroup.net.

Sincerely,
CEA Group



Jorge Grajeda, P.E.
Project Manager

I-2090-036-verdancia unit five - thc modification request_revised
JG/jg

Attachment: Preliminary Plat
cc: Jose Lares, P.E., Hunt Communities, LLC.

PUBLIC INFRASTRUCTURE. PRIVATE DEVELOPMENT.

Attachment 7: Application

PLAT NOTES AND RESTRICTIONS

- ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011) (EPOCH 2010.00).
- = THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENT LOCATIONS.
- THIS SUBDIVISION IS LOCATED WITHIN A FLOOD ZONE "X". AREAS DETERMINED TO BE OUTSIDE 500 YEAR, AREAS SUBJECT TO INUNDATION BY THE 1%-ANNUAL-CHANCE FLOOD EVENT GENERALLY USING APPROXIMATE METHODOLOGIES, FLOOD PLAIN - PANEL NO. 480212 0250B, DATED SEPTEMBER 4, 1991.
- TAX CERTIFICATE(S) FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
DOCUMENT NO. _____ DATE _____.
- NOTICE OF APPLICABILITY FOR THIS SUBDIVISION IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
DOCUMENT NO. _____ DATE _____.
- THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO VERDANCIA UNIT FIVE 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 FROM EXISTING FACILITIES LOCATED ON EASTLAKE BOULEVARD AND WILL BE CONSTRUCTED TO SERVE THE SUBDIVISION, WITHIN TWO (2) YEARS OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE HRMUD DISTRICT WATER AND SANITARY SEWER SYSTEM, PURSUANT TO RULES AND REGULATIONS OF THE DISTRICT, AND HRMUD, AND OTHER APPLICABLE STATE AND LOCAL RULES AND REGULATIONS.
- LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS.
- HUNT HORIZON CROSSING, LLC, SHALL OBTAIN A PERMIT FROM THE TOWN OF HORIZON CITY PRIOR TO CUTTING ANY EXISTING COUNTY ROADS FOR INSTALLATION OF UTILITIES, CONSTRUCTION OF DRIVEWAYS, OR ANY OTHER PURPOSE.
- HUNT HORIZON CROSSING, LLC, HAS PROVIDED ADEQUATE STORM RUNOFF AND PONDING PROVISIONS PRIOR TO SALE OF ANY PROPERTY.
- HUNT HORIZON CROSSING, LLC, THE SUBDIVIDER OF VERDANCIA UNIT FIVE HAS INSTALLED ALL UTILITY SERVICE LINES TO THE PROPERTY LINES, UNLESS OTHERWISE APPROVED IN WRITING.
- ROADS WILL NOT BE MAINTAINED BY THE TOWN OF HORIZON CITY UNTIL PAVED BY HUNT HORIZON CROSSING, LLC, AND LEGALLY APPROVED AND ACCEPTED.
- IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 232.025(6), IT IS HEREBY EXPRESSED THAT ALL PURCHASE CONTRACTS MADE BETWEEN HUNT HORIZON CROSSING, LLC, AND A PURCHASER OF LAND IN THIS SUBDIVISION WILL CONTAIN A STATEMENT DESCRIBING WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THIS SUBDIVISION.
- POSTAL SERVICE WITHIN THE SUBDIVISION WILL BE PROVIDED USING NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
- ALL PUBLIC STORMWATER INFRASTRUCTURE, DRAINAGE EASEMENT AND PUBLIC PONDING AREA TO BE MAINTAINED AND OPERATED BY THE TOWN OF HORIZON CITY.
- LOT OWNERS ARE RESPONSIBLE FOR MAINTAINING SIDEWALKS, PARKWAYS AND DRIVEWAYS ABUTTING THEIR PROPERTY.
- LANDSCAPE EASEMENTS AT EYEBROWS AND CUL-DE-SACS ARE TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA).
- LANDSCAPE COMMON OPEN SPACE (C.O.S.) BLOCK 1: LOT 7, LOT 15, LOT 16. BLOCK 2: LOT 74 ARE TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA).
- REFER TO THE TOWN OF HORIZON CITY CODE OF ORDINANCES CHAPTER 14 OPEN SPACE REGULATIONS IN EFFECT.
- NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH RESIDENTIAL LOT.
- THE BUILDER WILL CONSTRUCT A 5' WIDE CONCRETE SIDEWALK AS PART OF THE CONSTRUCTION OF VERDANCIA UNIT FIVE. THESE SIDEWALKS ARE LOCATED ALONG THE FRONT, REAR, AND SIDES OF EACH LOT WHERE THE LOT ABUTS A PUBLIC DEDICATED ROAD, UNLESS OTHERWISE NOTED ON THE SUBDIVISION IMPROVEMENTS PLANS.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE OWNED OR LEASED TO, AND MAINTAINED BY THE TOWN OF HORIZON CITY IN ACCORDANCE WITH ITS RULES AND REGULATIONS.
- THE BUILDER SHALL CONSTRUCT CONCRETE DRIVEWAYS BETWEEN THE STREET CURB AND THE PROPERTY LINE AS PART OF THE CONSTRUCTION OF BUILDING IMPROVEMENTS.
- ALL UTILITY EASEMENTS ARE 10' WIDE UNLESS OTHERWISE SPECIFIED ON DRAWINGS.
- VEHICULAR ACCESS TO THOSE RESIDENTIAL LOTS ABUTTING VELVET ASH STREET SHALL BE FROM OTHER DEDICATED STREETS ONLY, THE INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
INSTRUMENT NO. _____ DATE _____.
- BLOCK 1, LOT 14 IS DESIGNATED AS PUBLIC PONDING AREA AND RETENTION POND. NO DWELLING OCCUPANCY SHALL BE PERMITTED ON THIS LOT. THIS LOT SHALL BE DEDICATED TO AND MAINTAINED BY THE TOWN OF HORIZON CITY.
- SIDEWALKS & OPEN SPACE IMPROVEMENTS NOT DEDICATED TO THE TOWN OF HORIZON CITY SHALL BE MAINTAINED BY THE HOMEOWNER ASSOCIATION IN PLACE AND SHOULD THE HOA FAIL, THE CURRENT PROPERTY OWNER (HUNT COMMUNITIES LLC) SHALL BE RESPONSIBLE FOR ALL MAINTENANCE.

VERDANCIA UNIT FIVE SUBDIVISION

BEING A PORTION OF LAND SITUATED
IN SECTION 32, BLOCK 78, TOWNSHIP 3,
TEXAS AND PACIFIC RAILWAY COMPANY SURVEY,
EL PASO COUNTY TEXAS.
CONTAINING 42.27 ACRES ±
SHEET 1 OF 3

LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- TOP OF CURB
- SIDEWALK
- PROPERTY LINE
- STREET CENTERLINE
- 10' UTILITY EASEMENT (10' U.E.)
- LOT AND BLOCK NUMBER
- PROPOSED INLET & STORM SEWER PIPE
- DRAINAGE FLOW
- HIGH POINT
- LOW POINT
- EXISTING HIGH POINT
- EXISTING LOW POINT
- PROPOSED MONUMENT
- EXISTING MONUMENT
- 5/8" IRON ROD W/ZWA CAP SET
- 1/2" IRON ROD W/ZWA CAP SET
- EXISTING MAJOR CONTOUR LINES
- EXISTING MINOR CONTOUR LINES
- U.S. POSTAL SERVICE DELIVERY COLLECTION BOX
- LANDSCAPE AREA

BEARING BASIS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. THESE COORDINATES WERE ESTABLISHED AS FROM REFERENCE POINT TX04A (NGS PID NO. AB6217), HAVING VALUES 314°31'0.9868"(E) 106°14'29.61456"(W) COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

VERTICAL DATUM:

VERTICAL DATUM BASED ON WEST TEXAS AIRPORT REFERENCE POINT TX04A (NGS PID NO. AB6217) NAVD 88 DATUM AND REFERENCED TO NAD83, HAVING AN ELEVATION OF 4005.60.

STREET NAME	LENGTH
VELVET ASH STREET	1318.95'
SABLE LANE	1107.64'
ANGELITA PARKWAY	1511.75'
MARMALADE STREET	748.63'
DORADO PEAKS PLACE	500.54'
HEARTLEAF PARKWAY	1006.89'
CEREZA STREET	650.63'
CIAN DRIVE	1394.20'
OLIVINE STREET	432.63'
SEPIA PLACE	388.90'

LOTS	QUANTITY	AREA (ac)
PONDS	1	1.51
C.O.S.	4	0.25
R.O.W.	10	11.55
RESIDENTIAL LOTS	203	28.96
TOTAL	217	42.27

PRELIMINARY

TO BE CONSIDERED BY THE TOWN OF HORIZON CITY PLANNING AND ZONING CITY COUNCIL RECOMMENDATIONS CONCERNING THIS PLAT MUST BE FILED BY:



ZWA

Zamora, L.L.C.
Professional Land Surveyors

1510 Zaragoza Road, Suite B-8 • El Paso, TX 79906
Office: (915) 955-9009 • Fax: (915) 855-9002
CONTACT: G. RENE ZAMORA, R.P.L.S.

ENGINEER

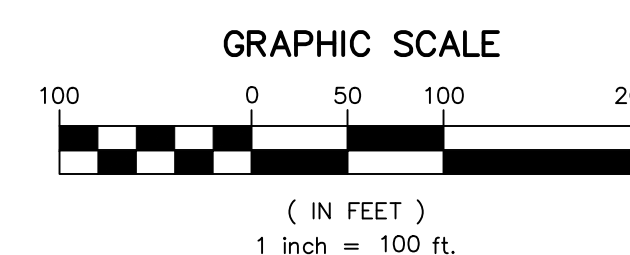
cea group
813 N. Kansas St.
Suite 300
El Paso, TX 79902
915.544.5232
www.ceaingroup.net
TEXAS REGISTERED ENGINEERING FIRM F-4564

CONTACT: JORGE GRAJEDA, P.E.



OWNER/DEVELOPER
HUNT HORIZON CROSSING, LLC
601 NORTH MESA SUITE 1900
EL PASO, TEXAS 79902
VOICE (915) 298-0418

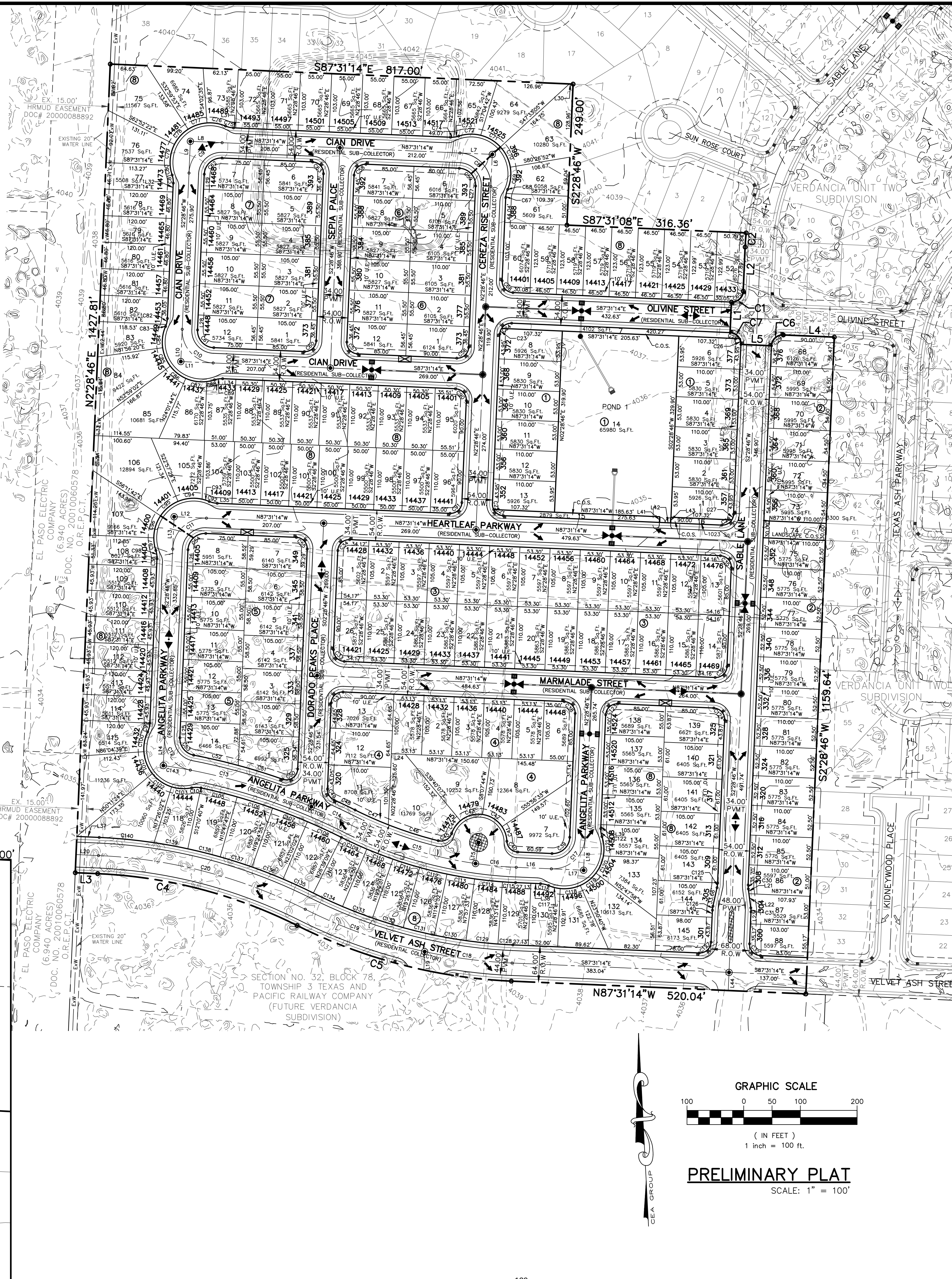
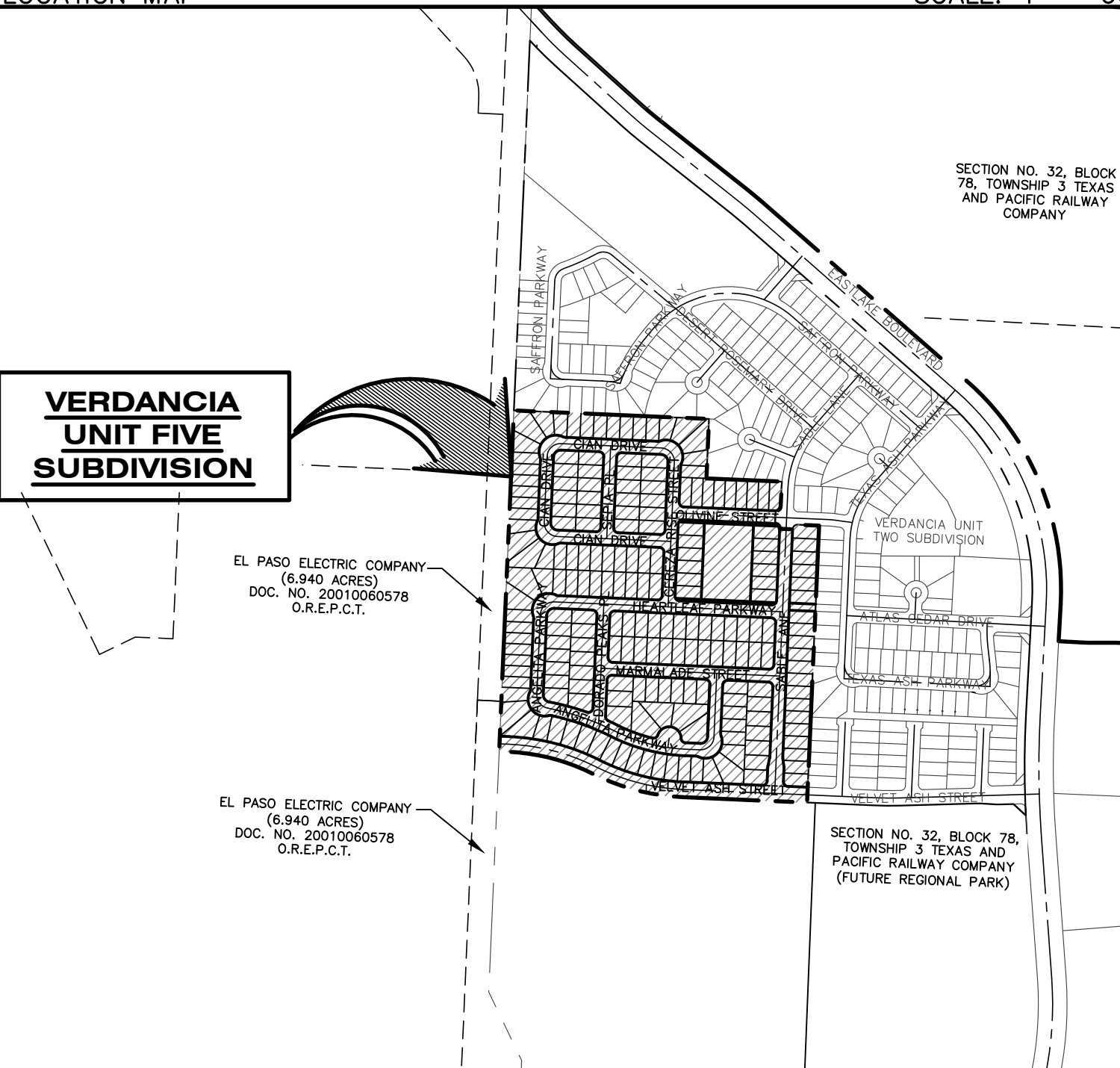
CONTACT: JOSE LARES, P.E.



PRELIMINARY PLAT
SCALE: 1" = 100'

LOCATION MAP

SCALE: 1" = 600'



VERDANCIA UNIT FIVE

SUBDIVISION

BEING A PORTION OF LAND SITUATED
IN SECTION 32, BLOCK 78, TOWNSHIP 3,
TEXAS AND PACIFIC RAILWAY COMPANY SURVEY,
EL PASO COUNTY TEXAS.
CONTAINING 42.27 ACRES ±
SHEET 2 OF 3

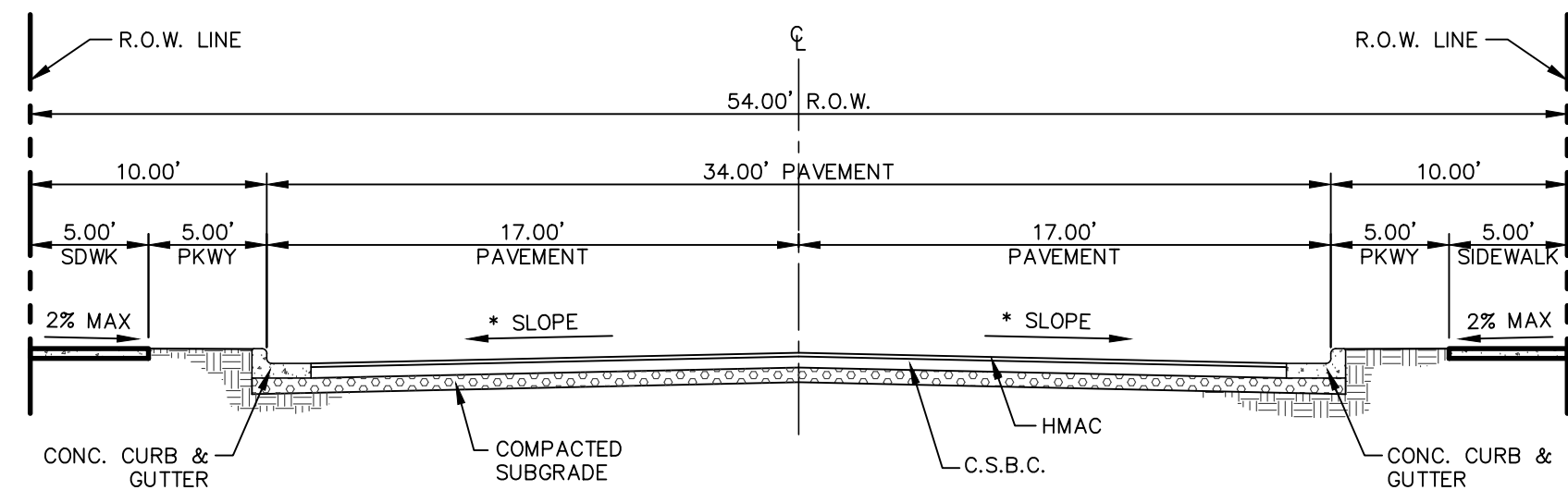
CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	20.00'	31.42'	20.00'	28.28'	N47°28'46"E	090°00'00"
C2	427.00'	25.12'	12.56'	25.11'	S04°09'53"W	003°22'13"
C4	868.00'	366.21'	185.87'	363.50'	N75°26'02"W	024°10'23"
C5	932.00'	393.21'	199.57'	390.30'	S75°26'02"E	024°10'23"
C6	20.00'	31.42'	20.00'	28.28'	S47°28'46"W	090°00'00"
C7	20.00'	31.42'	20.00'	28.28'	N42°31'14"W	090°00'00"
C8	57.00'	89.54'	57.00'	80.61'	N42°31'14"W	090°00'00"
C9	56.00'	87.96'	56.00'	79.20'	S47°28'46"W	090°00'00"
C10	57.00'	89.54'	57.00'	80.61'	S42°31'14"E	090°00'00"
C11	57.00'	89.54'	57.00'	80.61'	S47°28'46"W	090°00'00"
C12	56.00'	79.80'	48.37'	73.21'	S38°20'31"E	081°38'35"
C13	1069.00'	223.50'	112.16'	223.10'	N73°10'26"W	011°58'45"
C14	1069.00'	71.59'	35.81'	71.57'	N65°15'57"W	003°50'13"
C15	731.00'	236.34'	119.21'	235.32'	S72°36'35"E	018°31'29"
C16	731.00'	72.06'	36.06'	72.04'	S84°41'46"E	005°38'54"
C17	57.00'	89.54'	57.00'	80.61'	N47°28'46"E	090°00'00"
C18	900.00'	155.73'	78.06'	155.54'	S82°33'48"E	009°54'51"
C19	900.00'	223.98'	112.57'	223.40'	S70°28'37"E	014°15'32"
C20	900.00'	379.71'	192.72'	376.90'	N75°26'02"W	024°10'23"
C21	20.00'	20.94'	11.55'	20.00'	S57°31'14"E	060°00'00"
C22	20.00'	10.47'	5.36'	10.35'	S12°31'14"E	030°00'00"
C23	20.00'	10.47'	5.36'	10.35'	S17°28'46"W	030°00'00"
C24	20.00'	20.94'	11.55'	20.00'	S62°28'46"W	060°00'00"
C25	20.00'	20.94'	11.55'	20.00'	N57°31'14"W	060°00'00"
C26	20.00'	10.47'	5.36'	10.35'	N12°31'14"W	030°00'00"
C27	20.00'	10.47'	5.36'	10.35'	N17°28'46"E	030°00'00"
C28	20.00'	20.94'	11.55'	20.00'	N62°28'46"E	060°00'00"
C29	20.00'	31.42'	20.00'	28.28'	N47°28'46"E	090°00'00"
C30	40.00'	6.93'	3.47'	6.92'	S02°29'01"E	009°55'34"
C31	40.00'	6.93'	3.47'	6.92'	N02°29'01"W	009°55'34"
C32	20.00'	31.42'	20.00'	28.28'	S42°31'14"E	090°00'00"
C33	20.00'	31.42'	20.00'	28.28'	S42°31'14"E	090°00'00"
C34	20.00'	31.42'	20.00'	28.28'	S47°28'46"W	090°00'00"
C35	20.00'	31.42'	20.00'	28.28'	N42°31'14"W	090°00'00"
C36	20.00'	31.42'	20.00'	28.28'	N47°28'46"E	090°00'00"
C37	20.00'	31.42'	20.00'	28.28'	S47°28'46"W	090°00'00"
C38	20.00'	31.42'	20.00'	28.28'	N42°31'14"W	090°00'00"
C39	30.00'	47.12'	30.00'	42.43'	N47°28'46"E	090°00'00"
C40	20.00'	29.63'	18.29'	26.99'	S45°05'02"E	084°52'24"
C41	50.00'	27.43'	14.07'	27.08'	N18°21'38"W	031°25'37"
C42	50.00'	41.71'	22.16'	40.51'	N57°58'22"W	047°47'49"
C43	50.00'	41.71'	22.16'	40.51'	S74°13'48"W	047°47'51"
C44	50.00'	27.43'	14.07'	27.08'	S34°37'05"W	031°25'37"
C45	20.00'	29.67'	18.32'	27.02'	N61°24'04"E	084°59'37"
C46	704.00'	92.50'	46.32'	92.44'	S72°20'16"E	007°31'43"
C47	704.00'	64.22'	32.13'	64.19'	S65°57'38"E	005°13'34"
C48	1096.00'	41.10'	20.55'	41.09'	N64°25'18"W	002°08'54"
C49	20.00'	23.73'	13.48'	22.36'	S31°30'29"E	067°58'31"
C50	20.00'	37.32'	26.98'	32.13'	N55°55'54"E	106°54'16"
C51	1096.00'	81.91'	40.97'	81.89'	N72°45'25"W	004°16'55"
C52	1096.00'	80.76'	40.40'	80.74'	N77°00'31"W	004°13'18"
C53	30.00'	42.73'	25.89'	39.20'	S38°19'12"E	081°35'57"
C54	30.00'	47.12'	30.00'	42.43'	S47°28'46"W	090°00'00"
C55	20.00'	31.42'	20.00'	28.28'	N42°31'14"W	090°00'00"
C56	20.00'	31.42'	20.00'	28.28'	N47°28'46"E	090°00'00"
C57	20.00'	31.42'	20.00'	28.28'	S42°31'14"E	090°00'00"
C58	20.00'	31.42'	20.00'	28.28'	S47°28'46"W	090°00'00"
C59	30.00'	47.12'	30.00'	42.43'	N42°31'14"W	090°00'00"
C60	20.00'	31.42'	20.00'	28.28'	N47°28'46"E	090°00'00"
C61	30.00'	47.12'	30.00'	42.43'	S42°31'14"E	090°00'00"
C62	30.00'	47.12'	30.00'	42.43'	S47°28'46"W	090°00'00"
C63	20.00'	31.42'	20.00'	28.28'	N42°31'14"W	090°00'00"
C64	427.00'	25.12'	12.56'	25.11'	S04°09'53"W	003°22'13"
C65	20.00'	31.42'	20.00'	28.28'	S47°28'46"W	090°00'00"
C66	20.00'	31.42'	20.00'	28.28'	S42°31'14"E	090°00'00"
C67	40.00'	7.00'	3.51'	6.99'	S07°29'34"W	010°01'36"
C68	40.00'	7.57'	3.79'	7.55'	S17°55'31"W	010°50'16"
C69	70.00'	40.19'	20.67'	39.64'	N06°53'45"E	032°53'47"
C70	70.00'	40.19'	20.67'	39.64'	N26°00'01"W	032°53'47"
C71	70.00'	41.04'	21.13'	40.45'	N59°14'35"W	033°35'21"
C72	70.00'	39.52'	20.30'	39.00'	S87°47'19"W	032°20'50"
C73	40.00'	8.62'	4.32'	8.60'	N77°47'08"E	012°20'28"
C74	40.00'	5.95'	2.98'	5.94'	N88°13'04"E	008°31'24"
C75	40.00'	14.57'	7.36'	14.49'	S77°05'18"E	020°51'52"
C76	70.00'	33.46'	17.06'	33.14'	N80°20'58"W	027°23'14"
C77	70.00'	35.38'	18.07'	35.00'	S71°28'46"W	028°57'18"
C78	70.00'	36.50'	18.67'	36.09'	S42°03'52"W	029°52'29"
C79	70.00'	38.33'	19.66'	37.85'	S11°26'23"W	031°22'28"
C80	70.00'	17.27'	8.68'	17.23'	S11°18'58"E	014°08'15"
C81	40.00'	14.57'	7.36'	14.49'	N07°57'10"W	020°51'52"
C82	40.00'	10.88'	5.47'	10.85'	N10°16'22"E	015°35'11"
C83	40.00'	3.68'	1.84'	3.68'	N20°42'18"E	005°16'41"
C84	70.00'	38.37'	19.68'	37.89'	S07°38'29"W	031°24'19"
C85	70.00'	35.38'	18.07'	35.00'	S22°32'19"E	028°57'18"
C86	70.00'	35.38'	18.07'	35.00'	S51°29'37"E	028°57'18"

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C87	70.00'	37.98'	19.47'	37.52'	S81°30'55"E	031°05'18"
C88	70.00'	13.84'	6.94'	13.81'	N77°16'40"E	011°19'31"
C89	40.00'	14.57'	7.36'	14.49'	S82°02'50"W	020°51'52"
C90	20.00'	31.42'	20.00'	28.28'	N42°31'14"W	090°00'00"
C91	20.00'	31.42'	20.00'	28.28'	N47°28'46"E	090°00'00"
C92	40.00'	14.57'	7.36'	14.49'	S77°05'18"E	020°51'52"
C93	70.00'	13.21'	6.63'	13.20'	N72°03'51"W	010°48'59"
C94	70.00'	43.35'	22.40'	42.66'	S84°47'05"W	035°29'09"
C95	70.00'	40.61'	20.89'	40.04'	S50°25'24"W	033°41'13"
C96	70.00'	41.27'	21.26'	40.68'	S16°54'48"W	033°47'00"
C97	70.00'	22.49'	11.34'	22.39'	S09°10'54"E	018°24'23"
C98	40.00'	14.57'	7.36'	14.49'	N07°57'10"W	020°51'52"
C99	40.00'	16.02'	8.12'	15.92'	N13°57'24"E	022°57'14"
C100	70.00'	35.87'	18.34'	35.47'	S10°45'20"W	029°21'22"
C101	70.00'	41.93'	21.62'	41.31'	S21°05'00"E	034°19'18"
C102	70.00'	41.93'	21.62'	41.31'	S55°24'18"E	034°19'18"
C103	70.00'	35.63'	18.21'	35.24'	S87°08'49"E	029°09'44"
C104	40.00'	16.69'	8.47'	16.57'	N89°46'31"W	023°54'21"
C105	1042.00'	65.81'	32.92'	65.80'	N76°00'46"W	003°37'07"
C106	1042.00'	65.81'	32.92'	65.80'	N72°23'39"W	003°37'07"
C107	1042.00'	65.81'	32.92'	65.80'	N68°46'32"W	003°37'07"
C108	1042.00'	65.81'	32.92'	65.80'	N65°09'24"W	003°37'07"
C109	758.00'	49.46'	24.74'	49.45'	S65°13'00"E	003°44'19"
C110	758.00'	49.46'	24.74'	49.45'	S68°57'19"E	003°44'19"
C111	758.00'	49.46'	24.74'	49.45'	S72°41'39"E	003°44'19"
C112	758.00'	49.46'	24.74'	49.45'	S76°25'58"E	003°44'19"
C113	758.00'	49.46'	24.74'	49.45'	S80°10'17"E	003°44'19"
C114	758.00'	49.46'	24.74'	49.45'	S83°54'36"E	003°44'19"
C115	758.00'	23.03'	11.52'	23.03'	S86°39'00"E	001°44'28"
C116	40.00'	14.57'	7.36'	14.49'	N77°05'18"W	020°51'52"
C117	70.00'	21.36'	10.76'	21.27'	S75°23'47"E	017°28'51"
C118	70.00'	36.29'	18.57'	35.89'	N81°00'34"E	029°42'27"
C119	70.00'	35.38'	18.07'	35.00'	N51°40'41"E	028°57'18"
C120	70.00'	33.35'	17.00'	33.04'	N23°33'03"E	027°17'58"
C121	70.00'	34.56'	17.64'	34.21'	N04°14'31"W	028°17'10"
C122	40.00'	14.57'	7.36'	14.49'	S07°57'10"E	020°51'52"
C123	20.00'	31.42'	20.00'	28.28'	S47°28'46"W	090°00'00"
C124	20.00'	31.42'	20.00'	28.28'	N42°31'14"W	090°00'00"
C125	40.00'	6.93'	3.47'	6.92'	N07°26'34"E	009°55'34"
C126	40.00'	6.93'	3.47'	6.92'	S07°26'34"W	009°55'34"
C127	20.00'	31.42'	20.00'	28.28'	N47°28'46"E	090°00'00"
C128	868.00'	26.38'	13.19'	26.37'	S86°39'00"E	001°44'28"
C129	868.00'	56.64'	28.33'	56.63'	S83°54'36"E	003°44'19"
C130	868.00'	56.64'	28.33'	56.63'	S80°10'17"E	003°44'19"
C131	868.00'	56.64'	28.33'	56.63'	S76°25'58"E	003°44'19"
C132	868.00'	56.64'	28.33'	56.63'	S72°41'39"E	003°44'19"
C133	868.00'	56.64'	28.33'	56.63'	S68°57'19"E	003°44'19"
C134	868.00'	56.64'	28.33'	56.63'	S65°13'00"E	003°44'19"
C135	932.00'	58.86'	29.44'	58.85'	N65°09'24"W	003°37'07"
C136	932.00'	58.86'	29.44'	58.85'	N68°46'32"W	003°37'07"
C137	932.00'	58.86'	29.44'	58.85'	N72°23'39"W	003°37'07"
C138	932.00'	58.86'	29.44'	58.85'	N76°00'46"W	003°37'07"
C139	932.00'	60.49'	30.26'	60.48'	N79°40'54"W	003°43'07"
C140	932.00'	97.27'	48.68'	97.22'	N84°31'51"W	005°58'46"
C143	1069.00'	48.23'	24.12'	48.23'	N80°27'22"W	002°35'16"

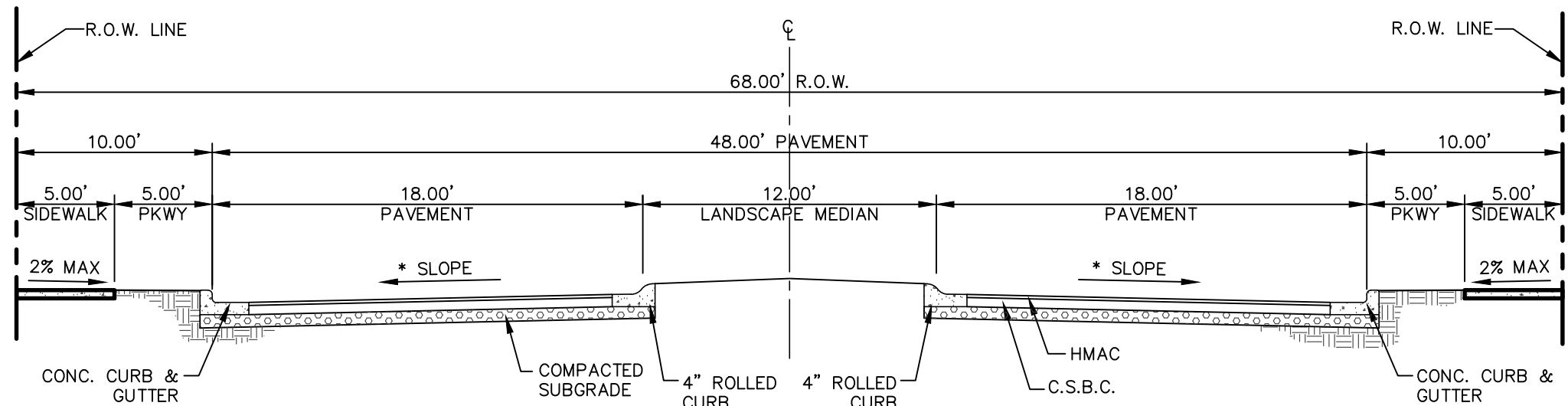
LINE TABLE		
LINE	BEARING	LENGTH
L1	S02°28'46"W	54.00'
L2	S02°28'46"W	77.89'
L3	N87°31'14"W	39.49'
L4	S87°31'14"E	90.00'
L5	S87°31'14"E	54.00'
L6	N02°28'46"E	57.00'
L7	N87°31'14"W	57.00'
L8	N87°31'14"W	56.00'
L9	S02°28'46"W	56.00'
L10	S02°28'46"W	57.00'
L11	S87°31'14"E	57.00'
L12	N87°31'14"W	57.00'
L13	S02°28'46"W	57.00'
L14	S02°28'46"W	49.47'
L15	S08°07'41"W	37.38'
L16	S87°31'14"E	62.04'
L17	S87°31'14"E	57.00'
L18	N02°28'46"E	57.00'
L19	S02°28'46"W	32.47'
L20	S87°31'14"E	39.49'
L21	S07°26'48"E	85.44'
L22	S07°26'48"E	25.12'

VERDANCIA UNIT FIVE SUBDIVISION

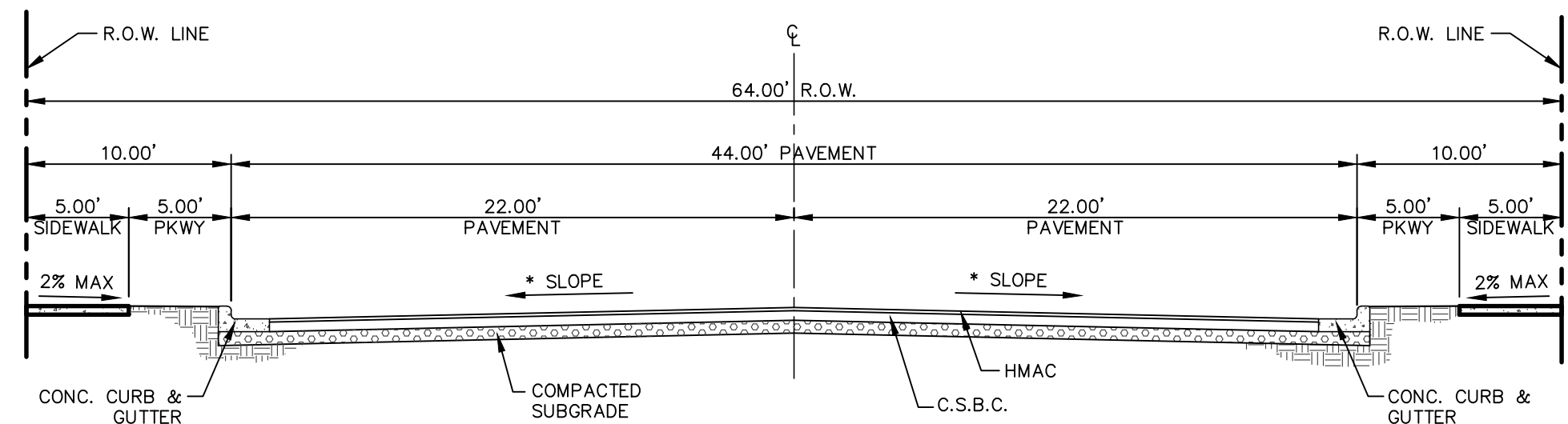
BEING A PORTION OF LAND SITUATED
IN SECTION 32, BLOCK 78, TOWNSHIP 3,
TEXAS AND PACIFIC RAILWAY COMPANY SURVEY,
EL PASO COUNTY TEXAS.
CONTAINING 42.27 ACRES ±
SHEET 3 OF 3



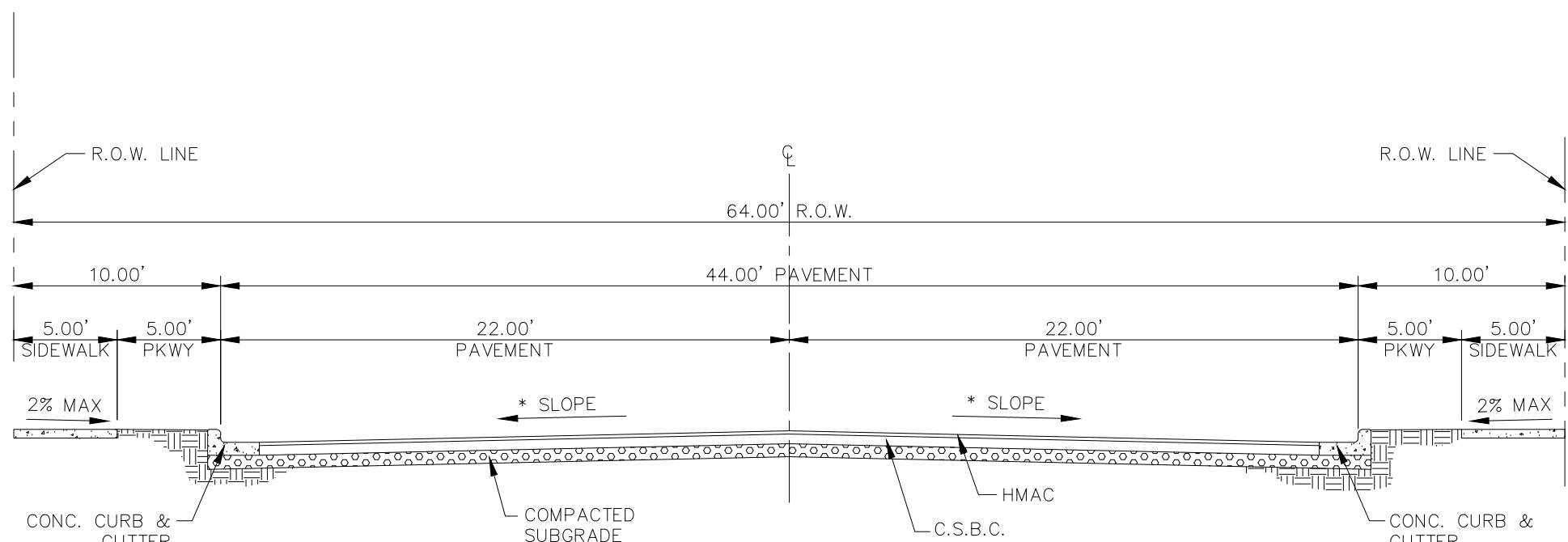
PROPOSED TYPICAL 54' ROW STREET SECTION DETAIL
(RESIDENTIAL SUB-COLLECTOR)
SCALE: N.T.S.



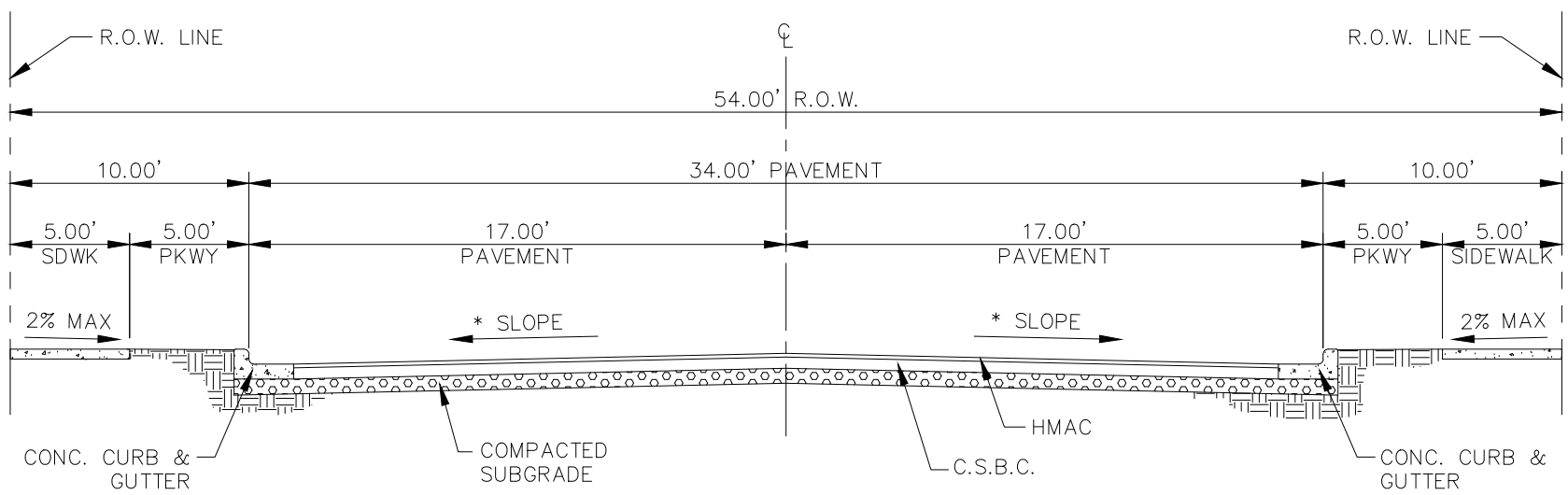
PROPOSED TYPICAL 68' ROW STREET SECTION DETAIL @ ENHANCED ENTRANCE
(SABLE LANE RESIDENTIAL SUB-COLLECTOR)
SCALE: N.T.S.



PROPOSED TYPICAL 64' ROW STREET SECTIONS DETAIL
(VELVET ASH STREET RESIDENTIAL COLLECTOR)
SCALE: N.T.S.



EXISTING 64' ROW STREET SECTIONS DETAIL
(VELVET ASH STREET/RESIDENTIAL COLLECTOR)
SCALE: N.T.S.



EXISTING 54' ROW STREET SECTION DETAIL
(OLIVINE STREET & SABLE LANE/RESIDENTIAL SUB-COLLECTOR)
SCALE: N.T.S.