



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, April 14, 2020, 6:30 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, April 14, 2020 at 6:30 PM** at City Government Office, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

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

CONSENT AGENDA

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

- 3. Approval of Minutes from:** March 10, 2020 Regular City Council Meeting and March 19, 2020 Special Emergency City Council Meeting. **5**

4. Discussion and Action:
Mayor/Chief McConnell
On the approval of the 2021 Local Border Security Grant resolution.

5. Discussion and Action:
Mayor/EDC Executive Director
Update on Horizon City Economic Development Corporation Activities.

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

7. Discussion and Action: **11**
Mayor/Assistant City Attorney
On a Resolution authorizing the Mayor to approve and execute contracts, purchase orders, and/or change orders in amounts not to exceed \$50,000.00 during the period covered by the enacted Emergency Ordinance.

8. Discussion and Action: **13**
Mayor/CIP Manager
On the County's proposed expanded transit service and Horizon City's participation in the proposed Local Government Corporation.

9. Discussion and Action: **14**
Mayor/CIP Manager
On an Interlocal Agreement between the County of El Paso and the Town of Horizon City for paving materials and grading services.

10. Discussion and Action: **29**
Mayor/CIP Manager
On Change Order No. 2 to the construction contract with Hawk Construction for the Golden Eagle Park Improvements project and authorizing the Mayor to execute the documents.

11. Request to Excuse Absent Council Member - Johnny Duran:

REGULAR AGENDA

12. Discussion and Action:

Mayor/Asst. City Atty

On an update by David Shimp, CEO of Del Sol Medical Center on the construction of the Horizon Free Standing Emergency Department (FSED).

13. Discussion and Action:

Mayor/Finance Director

On the acceptance of findings of Town of Horizon City audit prepared by SBNG, PC for FY2019.

14. Discussion and Action:

Mayor/CIP Manager

On Change Order #1 to add time to the construction contract with Spartan Construction of TXNM and authorizing the Mayor to execute documents.

15. Public Hearing:

Mayor/Planning Director

2nd Reading of Ordinance _____: An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning four parcels from R-2, residential, to C-2, commercial, for commercial use, containing approximately 1.999 acres; being lots 6, 7, 16, and 17, block 484, Horizon City Unit Sixty Three, El Paso County, Texas, located south and west of the intersection of Horizon Boulevard and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

16. Discussion and Action:

52

Mayor/Planning Director

2nd Reading of Ordinance _____: An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning four parcels from R-2, residential, to C-2, commercial, for commercial use, containing approximately 1.999 acres; being lots 6, 7, 16, and 17, block 484, Horizon City Unit Sixty Three, El Paso County, Texas, located south and west of the intersection of Horizon Boulevard and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

17. Discussion and Action:

64

Mayor/Planning Director

This item was postponed at the 3/10/20 Regular City Council Meeting and the applicant has requested that it be postponed to the 5/12/20 Meeting.

On a replat application for Horizon Manor Unit Three Replat "A" (SUB #002434-2019), legally described as a portion of lot 19, Block 9, Horizon Manor Unit Three, Town of Horizon City, El Paso County, Texas. Containing 7.935 ± acres. Application submitted by CAD Consulting Co.

18. Discussion and Action:

76

Mayor/Planning Director

On the resubmitted Final Plat application for Rancho Desierto Bello Unit Twelve Subdivision (SUB002440-2020), legally described as being a portion of Leigh Clark Survey No. 297, Section 44, Block 78, Township 43 and Section 5, Block 78. Township 4, Texas and Pacific Railroad Company, Town of Horizon City, El Paso County, Texas. Containing 20.766 acres ± Application submitted by TRE & Associates, L.L.C.

19. Discussion and Action:

84

Mayor/Planning Director

On the recording plat application and authorizing the Mayor to sign the recording plat and subdivision construction agreement for the Rancho Desierto Bello Unit 12 subdivision (SUB002440-2020), legally described as being a portion of Leigh Clark Survey No. 297, Section 44, Block 78, Township 43 and Section 5, Block 78. Township 4, Texas and Pacific Railroad Company, Town of Horizon City, El Paso County, Texas. Containing 20.766 acres ± Application submitted by TRE & Associates, L.L.C..

20. Discussion and Action:

100

Mayor/Planning Director

On a Fifth Amendment with Ruth Villarreal DBA Multi-Greenery for parks and grounds maintenance extending the term of the contract for three additional months. The extended term shall expire on June 30, 2020.

21. Discussion and Action: 104

Mayor/Planning Director

On a request that the City Council reject all bids received for the Parks and Grounds Maintenance Contract (Bid No. 2020-001PW).

22. Discussion: 105

Mayor/Planning Director

1st Reading of Ordinance ____: An ordinance amending the Municipal Code of the Town of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), to revise and amend the following: 1) Subchapter 4 (Residential Districts) to add a residential district, amend development standards by revising lot and building sizes, setbacks, and revise regulations related to uses permitted by Specific Use Permit; 2) Subchapter 8 (General Provisions), Section 804 (Wall Standards) to revise the rear wall standards for rear walls on golf course lots; and providing for the following: findings of fact; repealer; severability; proper notice and hearing; the penalty being as provided in Section 810 of the City Code, Chapter __, Section __ of the Town of Horizon City, Texas, creating a misdemeanor punishable by a fine not to exceed \$2,000.00.

23. Discussion and Action:

Mayor/Asst. City Atty

On the Resolution to suspend El Paso Electric Company's Application to Implement the Second Updated Refund Tariff for Federal Income Tax Rate Decrease in compliance with PUC Docket No. 46831 for 90 days.

24. Discussion and Action: 112

Mayor/Asst. City Atty

Emergency Ordinance - On the adoption to continue the Emergency Ordinance instituting emergency measures due to a public health emergency; severability clause; penalty as provided herein.

25. Discussion and Action:

Mayor/Special Counsel

On a Joint Representation Agreement by and between the Town of Horizon City, the Horizon City Economic Development Corporation and Bojorquez Law Firm, PC.

26. Executive Session

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

27. Discussion and Action:

Special Counsel

On real estate discussions for the TOD/Town Center.

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 4/10/20

By: _____

Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, 4/10/20 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

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

**MINUTES
AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, March 10, 2020, 6:30 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, March 10, 2020 at 6:30 PM**, at 15001 Darrington Road, Horizon City, Texas, at which time the following was discussed and considered:

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

All City Council Members present. Quorum Established.

2. Open Forum:

No one signed up to speak under open forum.

CONSENT AGENDA

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

3. Approval of Minutes from: February 11, 2020 Regular City Council Meeting

4. Discussion and Action:

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

5. Discussion and Action:

On approval of a 60 month lease agreement with Spectrum Technologies for a Wide Format Scanner/Printer/Copier for City plans and other large format City documents. The total lease amount for 60 months is \$11,140.80.
Presenter: Mayor/Planning Director

6. Discussion and Action:

On the approval of the 2019 Operation Stonegarden Grant resolution and the interlocal agreement with El Paso County.
Presenter: Mayor/Chief McConnell

7. Discussion and Action:

On a request for a six month extension to a Specific Use Permit for a temporary real estate office at 325 Canyon Vista Dr.
Presenter: Mayor/Planning Director

8. Request to Excuse Absent Council Members:

A motion was made by Alderman Duran and seconded by Alderman Corral to pull Item #4 to be heard under the Regular Agenda and approve the remainder of the consent agenda. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

REGULAR AGENDA

4. Discussion and Action:

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

CIP Manager, Terry Quezada and Public Works Director, Albert Valle spoke regarding this item. No action taken on this item.

9. Discussion and Action:

On a replat application for Horizon Manor Unit Three Replat "A" (SUB #002434-2019), legally described as a portion of lot 19, Block 9, Horizon Manor Unit Three, Town of Horizon City, El Paso County, Texas. Containing 7.935 ± acres. Application submitted by CAD Consulting Co.
Presenter: Mayor/Planning Director

The applicant requested this item be postponed until the next available City Council Meeting.

A motion was made by Alderman Duran and seconded by Alderman Renteria to postpone this item as requested. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

Items #10 and #11 were taken together.

10. Discussion and Action:

On the final plat application for Horizon Mesa Commercial Unit Two (SUB002438-2020), legally described as a portion of Section 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas. Containing 25.13 ± Acres. Application submitted by Hunt Communities Development Co. II, LLC.
Presenter: Mayor/Planning Director

11. Discussion and Action:

On the Recording Plat application and authorizing the Mayor to sign the recording plat for Horizon Mesa Commercial Unit Two, legally described as a portion of Section 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas. Containing 25.13 ± Acres. Application submitted by Hunt Communities Development Co. II, LLC.
Presenter: Mayor/Planning Director

Planning Director, Michelle Padilla and CEA Group Rep, Jorge Grajeda spoke regarding items #10 and Item #11.

A motion was made by Alderman Duran and seconded by Alderman Padilla to approve the final plat application for Horizon Mesa Commercial Unit Two (SUB002438-2020) and the Recording Plat application and authorizing the Mayor to sign the recording plat for Horizon Mesa Commercial Unit Two. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

12. Discussion:

1st Reading of Ordinance _____: An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning four parcels from R-2, residential, to C-2, commercial, for commercial use, containing approximately 1.999 acres; being lots 6, 7, 16, and 17, block 484, Horizon City Unit Sixty Three, El Paso County, Texas, located south and west of the intersection of Horizon Boulevard and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.
Presenter: Mayor/Planning Director

Planning Director, Michelle Padilla spoke regarding this item.

Action on Item #13 was taken after Item #14.

13. Discussion and Action:

On a request regarding the vacation of right-of-way application for a portion of LTV Road (VAC002436-2020), legally described as a portion of Leigh Clark Survey No. 297, El Paso County, Texas, containing 2.416 acres. Application submitted by RKM Land Partners, LLC.

Presenter: Mayor/Planning Director

Planning Director, Michelle Padilla, Attorney Richard Contreras and Michael Egan spoke regarding this item.

A motion was made by Alderman Padilla and seconded by Alderman Duran to approve the request regarding the vacation of right-of-way application for a portion of LTV Road (VAC002436-2020) contingent to the following conditions being met in addition to the conditions recommended by the P&Z Commission: 1. That truck routes be established, 2. That Street names be inverted as discussed 3. That an easement be dedicated and proper access be maintained, 4. That no parking be allowed on Claret Cup Place (to be named LTV Road). The CITY CLERK polled the Council: MILLER - Aye; GARCIA - Aye; ORTEGA - Aye; RENTERIA - Aye; DURAN - Aye; PADILLA - Aye; CORRAL - Nay. Motion passed.

14. Discussion and Action:

On a preliminary plat application for Rancho Desierto Bello Unit Thirteen Subdivision (SUB002437-2020), legally described as a portion of Leigh Clark Survey 297, and Section 43, Block 78, Township 3, Texas and Pacific Railroad Company, Town of Horizon City, El Paso County, Texas. Containing 47.164 Acres ±. Application submitted by TRE & Associates, L.L.C.

Presenter: Mayor/Planning Director

Planning Director, Michelle Padilla and Michael Egan spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Padilla to approve the preliminary plat application for Rancho Desierto Bello Unit Thirteen Subdivision (SUB002437-2020) as per staff and Town Engineer's recommendations and comments being addressed. The CITY CLERK polled the Council: MILLER - Aye; GARCIA - Aye; ORTEGA - Aye; RENTERIA - Aye; DURAN - Aye; PADILLA - Aye; CORRAL - Nay. Motion passed.

15. Discussion and Action:

On the agreement for administrative and operational support services between the Horizon City Economic Development Corporation and the Town of Horizon City.

Presenter: Mayor/Finance Director

Finance Director, Pat Randleel spoke regarding this item.

A motion was made by Alderman Padilla and seconded by Alderman Corral to approve the agreement for administrative and operational support services between the Horizon City Economic Development Corporation and the Town of Horizon City. The CITY CLERK polled the Council: MILLER - Aye; GARCIA - Aye; ORTEGA - Aye; RENTERIA - Aye; DURAN - Aye; PADILLA - Aye; CORRAL - Aye. Motion passed.

16. Discussion and Action:

On El Paso Electric Company's Application to Implement the Second Updated Refund Tariff for Federal Income Tax Rate Decrease in compliance with PUC Docket No. 46831.

Presenter: Mayor/Asst. City Atty

Asst. City Atty Bertha Ontiveros spoke regarding this item. No action Taken.

17. **Executive Session**

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

ADJOURNMENT

A motion was made by Alderman Duran and seconded by Alderman Miller to adjourn at 8:07 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor

**MINUTES
AGENDA
PUBLIC MEETING
SPECIAL EMERGENCY CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Thursday, March 19, 2020, 5:30 PM**

Notice is hereby given that a Special Emergency City Council Meeting of the Town of Horizon City, Texas was held on **Thursday, March 19, 2020 at 5:30 PM**, at 15001 Darrington Road, Horizon City, Texas, at which time the following was discussed and considered:

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

Alderman Miller was absent. Quorum Established.

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. Request to Excuse Absent Council Members:

A motion was made by Alderman Duran and seconded by Alderman Renteria to excuse Alderman Miller's absence. The CITY CLERK polled the Council: MILLER - Absent; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

REGULAR AGENDA

4. Discussion and Action:

On the approval of a Resolution to extend the Declaration of Local Disaster issued by Mayor on March 16, 2020 in response to Coronavirus health emergency and national, state and county emergency declarations.

Presenter: Mayor/Asst. City Attorney

Mayor, Ruben Mendoza and Asst. City Attorney, Bertha Ontiveros spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Renteria approve the Resolution to extend the Declaration of Local Disaster issued by Mayor on March 16, 2020 in response to Coronavirus health emergency and national, state and county emergency declarations. The CITY CLERK polled the Council: MILLER - Absent; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

5. Discussion and Action:

Emergency Ordinance - On the adoption of an Emergency Ordinance instituting emergency measures due to a public health emergency; severability clause; penalty as provided herein.

Presenter: Mayor/Asst. City Atty

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

A motion was made by Alderman Duran and seconded by Alderman Garcia approve the adoption of an Emergency Ordinance instituting emergency measures due to a public health emergency. The CITY CLERK polled the Council: MILLER - Absent; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

A motion was made by Alderman Duran and seconded by Alderman Corral to reopen Item #5 for additional discussion. The CITY CLERK polled the Council: MILLER - Absent; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

A motion was made by Alderman Duran and seconded by Alderman Garcia to close the discussion on item #5 and approve the adoption of an Emergency Ordinance instituting emergency measures due to a public health emergency. The CITY CLERK polled the Council: MILLER - Absent; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

6. **Executive Session**

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

ADJOURNMENT

A motion was made by Alderman Duran and seconded by Alderman Padilla to adjourn at 6:00 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor

RESOLUTION

TEMPORARILY INCREASING PURCHASING AUTHORITY OF MAYOR DURING DECLARED EMERGENCY DISASTER RESPONSE TO COVID-19

WHEREAS, the Town of Horizon City has adopted a Purchasing Policy, which was last revised on June 14, 2016 as Revision #7, to authorize the Town staff and Mayor certain authority to procure goods and services;

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared state of disaster and the President of the United States of America declared a national emergency in relation to COVID-19; and

WHEREAS, on March 16, 2020 Mayor of the Town of Horizon City, Texas, issued a mayoral proclamation declaring a declaration of local disaster and public health emergency with regard to the COVID-19 pandemic and includes the ability to take measures to reduce the possibility of exposure to disease, control the risk, prevent the spread of the disease and promote the health and safety of individuals in the Town of Horizon City, Texas; and

WHEREAS, on March 19, 2020, the City Council of the Town of Horizon City has extended the declaration of local disaster and adopted an Emergency Ordinance to establish certain emergency measures, including expanding the Mayor's authority to make emergency purchases; and

WHEREAS, under Texas Local Government Code Chapter 252, a municipality may make an expenditure for goods and services no more than \$50,000 without public bidding; and

WHEREAS, in order to ensure that the routine City functions and contracts that are not emergency measures can continue during the term of this Emergency period, it is recommended that the Council temporarily increase the administrative authority of the Mayor procuring for goods and services from the existing \$10,000 to the temporary limit of \$50,000, including, but not limited to, contracts, purchase orders and change orders; and

WHEREAS, the City Council has determined that this temporary increase in purchasing authority is appropriate during the emergency period in order to ensure smooth and routine functions of the Town and avoid unnecessary meetings during the emergency period.

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

The signature of the Mayor is required on any procurements exceeding \$5,000 up to \$50,000 temporarily during the period in which the Emergency Ordinance of the Town of Horizon City is in effect (including, but not limited to, contracts, purchase orders and change

orders) and purchases over \$10,000 shall be reported to the Council. Purchases greater than \$50,000 must be approved by the City Council.

PASSED, APPROVED, AND RESOLVED this _____ day of _____, 2020

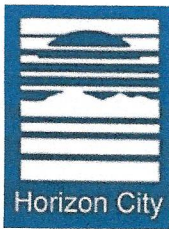
Ruben Mendoza, Mayor

ATTEST:

APPROVED AS TO FORM:

Elvia Schuller, City Clerk

Bertha A. Ontiveros, Asst. City Attorney



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: March 20, 2020

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager

SUBJECT: On the County's proposed expanded transit service and Horizon City's participation in the proposed Local Government Corporation

*Teresa Quezada
3/20/2020*

Alderman Miller and staff meet with County Planning and transit on March 11, 2020 to discuss

- MPO CMAQ Funding for Project Status
- Local Government Corporation Board Seat Structure
- Budget FY21 Appropriations

Representatives from San Elizario, and Socorro along with the mayor of the City of Vinton also attended the meeting. The discussion and outcomes are more promising than originally expected. Below is a summary of the discussion:

Governance

The attendees discussed a governing board comprised of professionals appointed by the governing bodies. Similar, to the Transportation Project Advisory Committee of the MPO, each participating entity would appoint a designated, non-elected official to represent that community's interests on the Local Government Corporation (LGC) Board. However, rather merely making recommendations, the LGC Board would serve as the governing body for the County's transit service. The attendees discussed that, since the County will cover the majority of the costs for any expanded service, the Commissioners Court could appoint the chair of the LGC. The goal is to provide professional management and oversight to the LGC while retaining each community's needs and interests as part of the discussion. Each municipality's governing body would select and appoint the position that would become part of the LGC Board.

MPO Funding for the Project

Recognizing that expanded transit services are part of the **RMS 2020**, the region's transportation priorities, the Congestion Mitigation and Air Quality (CMAQ) funds are now included in the calculations for each entity's participation in the County's expanded service. The County plans to access the funds in FY 2020 through a Local Funding Agreement (LPAFA) to take advantage of the current Economically Disadvantaged Counties adjustment which changes every fiscal year. Updated calculations for the Town's participation are pending, but the goal is to manage each entity's costs as much as possible by utilizing federal funds and the state's adjustment to grant matches.

Budget FY21 Appropriations

Although cost-sharing amounts have not been finalized, the County requested entities begin planning for their portions in the FY21 budget preparation to ensure expanded services can begin in early 2021 calendar year. Launching the expanded services in FY21 complies with the **RMS 2020** schedule.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: March 20, 2020

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On an Interlocal Agreement between the County of El Paso and the Town of Horizon City for paving materials and grading services.

In an effort to have the road millings removed from the City owned site located just north of the current Police Department, city staff requested that the County of El Paso assist with distributing some of the millings along the maintenance roads of selected stormwater ponding areas. The compensation from the City to the County for this work is the remainder of the millings that the County will haul off to their site and use for County public purposes.

The proposed work and compensation could not be accomplished under the existing Public Works Interlocal Agreement (ILA) between the two entities, so the County drafted and approved the attached Resolution and ILA. The City's Assistant City Attorney reviewed the agreement approved by Commissioners Court and found several necessary revisions. The redlined version (attached) identifies those revisions.

Since the City has begun design efforts for Municipal Facilities Phase 1 – Police Department, Public Works and temporary Council Chambers and Municipal Court, it is important to have the millings cleared to allow for preliminary studies and design work. In order to be able to move forward as quickly as possible, should the County agree to the revisions, staff is requesting that the City Council approve the revised (redlined) version of the agreement.

If the County is unable to move forward as described in the ILA in a timely manner, staff will arrange for an alternative way to relocate the millings. That may include the either the rental of heavy equipment to have the work done with City staff or a sale of the material.

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF EL PASO COUNTY, TEXAS, Authorizing the execution of an interlocal agreement with the Town of Horizon City for the laying down of millings material on twelve (12) to fifteen (15) foot wide pond maintenance roads along the perimeter of the retention pond located at the intersection of Glenrosa Drive and Rodman Street and along the perimeter of the retention pond located and accessed off Desert Sky Drive in the Town of Horizon City, and approving said project.

WHEREAS, the County of El Paso, Texas and the Town of Horizon City are local governments pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq., and wish to enter into an agreement to Interlocal Agreement Between County of El Paso and Town of Horizon City for Paving Materials and Grading Services; and

WHEREAS, the Commissioners Court of El Paso County, Texas finds that the approval of said project and said agreement is in the public interest and will increase the efficiency and effectiveness of county government;

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF EL PASO COUNTY, TEXAS:

1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and that they are hereby adopted by the El Paso County Commissioners Court and made a part hereof for all purposes.
2. The El Paso County Commissioners Court approves of the project described above and authorizes a contract to be entered into with the Town of Horizon City for the purpose of facilitating this project in substantially the form which is attached hereto and made a part of this Resolution.

ADOPTED AND APPROVED THIS 19th DAY OF August, 2019.

THE COUNTY OF EL PASO, TEXAS

By Ricardo A. Samaniego
County Judge Ricardo A. Samaniego

ATTEST:

By Delia Briones
County Clerk, Delia Briones

On Behalf Of Delia Briones

STATE OF TEXAS	§	INTERLOCAL AGREEMENT BETWEEN COUNTY OF
	§	EL PASO AND TOWN OF HORIZON CITY FOR
COUNTY OF EL PASO	§	PAVING MATERIALS AND GRADING SERVICES

This Interlocal Agreement (“Agreement”) is entered into between the County of El Paso, Texas (“County”) and the Town of Horizon City, Texas (“City”), for the purpose of exchanging certain paving materials and grading services relating to the parties’ road projects.

RECITALS

WHEREAS, the County and the City are authorized to enter into this Interlocal Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code;

WHEREAS, the County and the City are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the County is generally authorized under Transportation Code Section 251.003 to construct and maintain public roads, and to use any necessary material most convenient to build, repair, or maintain public roads; and

WHEREAS, the County is specifically authorized under Transportation Code Section 251.012 to construct, improve, maintain, or repair a street or alley in the county that is located in a municipality, with approval of the governing body of a municipality, through the use of county equipment; and

WHEREAS, this agreement for Interlocal cooperation between the parties to use and exchange paving materials and grading services is necessary for the mutual advance of the health, safety, and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, the County desires to have certain materials to be used for County roads and the City desires to have the County provide certain grading services pursuant to Texas law; and

WHEREAS, the public health, safety, and welfare of the citizens of the County and City would be best served by both parties entering into this Intergovernmental Cooperation Agreement pursuant to the authority granted by Chapter 791 of the Texas Government Code; and

WHEREAS, this Agreement concerns the performance of governmental functions and services; specifically, services for streets, roads, and drainage per Texas Government Code, Section 791.003(3)(C); and

NOW THEREFORE, in consideration of the mutual promises and benefits herein, the parties agree as follows:

TERMS

1. Authority to Contract. The County and the City represent, and the parties mutually rely on this representation, that they are authorized and have followed all procedures necessary to enter into this Interlocal Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001, et sec, and to exchange the duties contained herein.
2. Duration. The Agreement terminates either upon full and satisfactory completion of each party's duties under this Agreement or one year from its execution, whichever occurs first.
3. Duties. The parties agree to exchange 2,750 tons of asphalt millings for grading services in accordance with Exhibit A, attached and incorporated for all purposes by this reference. As consideration the parties exchange the following duties:
 - a. The County shall provide equipment and labor in the amounts specified in Exhibit A to lay asphalt millings down on twelve (12) to fifteen (15) foot wide maintenance roads along the perimeter of the retention pond located at the intersection of Glenrosa Drive and Rodman Street in the City and along the perimeter of the retention pond located and accessed off Desert Sky Drive in the City.
 - b. The City shall provide to the County free of cost approximately 2,750 tons of asphalt millings to be used in accordance with the scope of work in Exhibit A as well as the County's road projects.
4. **Disclaimer of Warranties. The County disclaims any and all warranties; specifically, the County does not, and will not, warrant the installation, maintenance, condition, or suitability for use or purpose of any equipment or improvements installed, conveyed, or used under this Agreement.**

5. Contractual Relationship. This Agreement does not create any joint enterprise between the parties. The County and the City are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the County nor the City nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
6. Governmental Function. The parties expressly agree that, in all things relating to this Agreement, the County and City are performing a governmental function, defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of the each party which in any way pertains to or arises out of this Agreement falls within the definition of governmental function. The parties agree that both entering into this Agreement as governmental entities performing a governmental function.
7. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the parties, nor to create any legal rights or claims on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of governmental immunity under the laws of the State of Texas and of the United States.
8. No Indemnification. The parties expressly agree that neither party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.
9. No Third Party Beneficiaries. This Agreement does not confer or create any rights or obligations to any third parties.
10. Amendment. This Agreement may be amended by mutual agreement of the parties, in writing, and duly approved and executed by the parties in the manner required by law.
11. Assignment. No party may assign this Agreement either in whole or in part.
12. Entire Agreement and Partial Invalidity. This Agreement expresses the entire agreement between the parties and supersedes and governs over any other discussions, communications, representations, understandings, negotiations, covenants, or agreements between the parties relating to the subjects contained in this Agreement. This Agreement shall not be amended or modified except in writing and executed by both parties to the contract and authorized by their respective governing bodies. If any

word, phrase, or section shall be found to be invalid or unconstitutional, the remainder of the agreement shall be unaffected and shall remain in full force and effect to the extent it substantially reflects the agreement contemplated by the parties.

13. Law Governing Agreement. This Agreement has been entered into and is performable in the County of El Paso, Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.
14. Public Information. This Agreement is public information. Both parties agree with the release of information pursuant to an open records request and open meetings requirements.
15. Headings. The paragraph or section headings contained in this Agreement are for reference purposes only and do not control the meaning or interpretation of this Agreement.
16. Mutual Negotiation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.
17. 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 United States Postal Service certified mail return receipt requested, addressed to the other party at the following address(es) provided below:

COUNTY:

Hon. Ricardo Samaniego,
El Paso County Judge
500 E. San Antonio Ave., Room 301
El Paso, Texas 79901
(915) 546-2098

With copy to:

Ms. Norma Rivera Palacios
El Paso County Director of Public Works
800 E. Overland, Room 200
El Paso, Texas 79901

CITY:

Mr. Albert Valle
Town of Horizon City Director of Public Works
14999 Darrington Road
Horizon City, TX 79928

IN WITNESS WHEREOF, the parties execute this Agreement on _____, 2019.

THE COUNTY OF EL PASO

THE TOWN OF HORIZON CITY

By *Ricardo A. Samaniego*
County Judge Ricardo A. Samaniego

By _____
Mayor Ruben Mendoza

Item	Units	\$/unit	Quantity	Estimate
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Stormwater Maintenance **\$25,116.00**

Equipment estimate **\$15,456.00**

Blade	hours	\$24.00	80	\$1,920.00
Loader	hours	\$24.00	80	\$1,920.00
Trucks	hours	\$24.00	80	\$1,920.00
Water Truck	hours	\$24.00	300	\$7,200.00
Roller	hours	\$24.00	80	\$1,920.00
Transport	hours	\$24.00	24	\$576.00

Labor estimate **\$9,660.00**

Blade Operator	hours	\$15.00	80	\$1,200.00
Loader Operator	hours	\$15.00	80	\$1,200.00
Trucks Operators	hours	\$15.00	80	\$1,200.00
Water Truck Operator	hours	\$15.00	300	\$4,500.00
Roller Operator	hours	\$15.00	80	\$1,200.00
Transport Operator	hours	\$15.00	24	\$360.00

*We have approx. +/- 2750 TONS

*The County Break Down for Horizon ponding work with millings is \$25,116.00

*El Paso County will keep 75% of the millings

*Horizon City will keep 25% of the millings

Dollar Value required to match seventy five percent of El Paso County pond break down amount : $(\$25,116.00 / 0.75)$
= \$33,488.00

100% of the millings value = \$33,488.00

75% of the milling value = \$25,116.00 kept by El Paso County in return for the work in the ponds.

25% of the milling value = \$8,372.00 kept by Horizon City. Will be used for the work in the ponds.

TOTAL milling value set by Horizon City for 100% of the millings = \$33,488.00
TOTAL \$/Ton: $\$33,488.00 / 2750$ = \$12.17/Ton

TOTAL milling value (75%) given to the county in return for the work = \$25,116.00
TOTAL County Break Down for Horizon ponding work with millings = \$25,116.00

STATE OF TEXAS § INTERLOCAL AGREEMENT BETWEEN COUNTY OF
§ EL PASO AND TOWN OF HORIZON CITY FOR
COUNTY OF EL PASO § PAVING MATERIALS AND GRADING SERVICES

This Interlocal Agreement ("Agreement") is entered into between the County of El Paso, Texas ("County") and the Town of Horizon City, Texas ("City"), for the purpose of exchanging certain paving materials and grading services relating to the parties' road projects.

RECITALS

WHEREAS, the County and the City are authorized to enter into this Interlocal Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code;

WHEREAS, the County and the City are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the County is generally authorized under Transportation Code Section 251.003 and the City is authorized under Transportation Code Section 311.001 to construct and maintain public roads, and to use any necessary material most convenient to build, repair, or maintain public roads within their jurisdictions; and

WHEREAS, the County is specifically authorized under Transportation Code Section 251.012 to construct, improve, maintain, or repair a street or alley in the county that is located in a municipality, with approval of the governing body of a municipality, through the use of county equipment; and

WHEREAS, this agreement for Interlocal cooperation between the parties to use and exchange paving materials and grading services is necessary for the mutual advance of the health, safety, and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, the County desires to acquire have certain materials owned by the City to be used for County roads and the City desires to have the County provide certain grading services in exchange for the materials, pursuant to Texas law; and

WHEREAS, the public health, safety, and welfare of the citizens of the County and City would be best served by both parties entering into this Intergovernmental Cooperation Agreement pursuant to the authority granted by Chapter 791 of the Texas Government Code; and

WHEREAS, this Agreement concerns the performance of governmental functions and services; specifically, services for streets, roads, and drainage per Texas Government Code, Section 791.003(3)(C); and

NOW THEREFORE, in consideration of the mutual contributions described herein and the mutual promises, undertakings and benefits herein, which receipt and sufficiency is hereby acknowledged, the parties agree as follows:

TERMS

1. Authority to Contract. The County and the City represent, and the parties mutually rely on this representation, that they are authorized and have followed all procedures necessary to enter into this Interlocal Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001, et sec, and to exchange the duties contained herein.

2. Duration. The Agreement terminates either upon full and satisfactory completion of each party's duties under this Agreement or one year from its execution, whichever occurs first.

3. Duties. The parties agree to that the City will convey all rights, title and interest to approximately exchange 2,750 tons of asphalt millings to the County at no cost in exchange for the County providing certain in-kind grading services in accordance with Exhibit A, attached and incorporated for all purposes by this reference. As consideration, the parties agree that the exchange of the materials and the grading services is approximately equal to the value of the services and materials provided by each party and acknowledge that the consideration is adequate, and that each party will perform the following duties:
 - a. The County shall provide equipment and labor in the amounts specified in Exhibit A to lay down approximately 25% of the asphalt millings conveyed to the County ~~down~~ on twelve (12) to fifteen (15) foot wide maintenance roads along the perimeter of the retention pond located at the intersection of Glenrosa Drive and Rodman Street in the City and along the perimeter of the retention pond located and accessed off Desert Sky Drive in the City.

b. The City shall provide to the County in exchange for the services provided by the County and at no additional free-of cost approximately 2,750 tons of asphalt millings to be used in accordance with the scope of work for the project described in subsection (a) and more specifically in Exhibit A as well as the County's road projects.

4. Disclaimer of Warranties. The County disclaims any and all warranties; specifically, the County does not, and will not, warrant the installation, maintenance, condition, or suitability for use or purpose of any equipment or improvements installed, conveyed, or used under this Agreement.

The City disclaims any and all warranties on the sale, exchange and conveyance of the asphalt millings; specifically, the City does not, and will not, warrant the condition, or suitability for use or purpose of any of the asphalt milling materials conveyed or used under this Agreement.

2 1

4.5. Contractual Relationship. This Agreement does not create any joint enterprise between the parties. The County and the City are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the County nor the City nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

5.6. Governmental Function. The parties expressly agree that, in all things relating to this Agreement, the County and City are performing a governmental function, defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of the each party which in any way pertains to or arises out of this Agreement falls within the definition of governmental function. The parties agree that both entering into this Agreement as governmental entities performing a governmental function.

6.7. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the parties, nor to create any legal rights or claims on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of governmental immunity under the laws of the State of Texas and of the United States.

Page

~~7.8.~~ No Indemnification. The parties expressly agree that neither party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

~~8.9.~~ No Third Party Beneficiaries. This Agreement does not confer or create any rights or obligations to any third parties.

~~9.10.~~ Amendment. This Agreement may be amended by mutual agreement of the parties, in writing, and duly approved and executed by the parties in the manner required by law.

~~10.11.~~ Assignment. No party may assign this Agreement either in whole or in part.

~~11.12.~~ Entire Agreement and Partial Invalidity. This Agreement expresses the entire agreement between the parties and supersedes and governs over any other discussions, communications, representations, understandings, negotiations, covenants, or agreements between the parties relating to the subjects contained in this Agreement. This Agreement shall not be amended or modified except in writing and executed by both parties to the contract and authorized by their respective governing bodies. If any

3 1

word, phrase, or section shall be found to be invalid or unconstitutional, the remainder of the agreement shall be unaffected and shall remain in full force and effect to the extent it substantially reflects the agreement contemplated by the parties.

~~12.13.~~ Law Governing Agreement. This Agreement has been entered into and is performable in the County of El Paso, Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

~~13.14.~~ Public Information. This Agreement is public information. Both parties agree with the release of information pursuant to an open records request and open meetings requirements.

Page

~~14.15.~~ Headings. The paragraph or section headings contained in this Agreement are for reference purposes only and do not control the meaning or interpretation of this Agreement.

~~15.16.~~ Mutual Negotiation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

~~16.17.~~ 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 United States Postal Service certified mail return receipt requested, addressed to the other party at the following address(es) provided below:

COUNTY:

Hon. Ricardo Samaniego, El Paso
County Judge 500 E. San Antonio
Ave., Room 301 El Paso, Texas
79901 (915) 546-2098

With copy to:

Ms. Norma Rivera Palacios
El Paso County Director of Public Works
800 E. Overland, Room 200
El Paso, Texas 799014 1

CITY:

Ruben Mendoza, Mayor
Town of Horizon City
14999 Darrington Road
Horizon City, TX 79928

With copy to:

Mr. Albert Valle
Town of Horizon City Director of Public Works
14999 Darrington Road
Horizon City, TX 79928

IN WITNESS WHEREOF, the parties execute this Agreement on 2019.

THE COUNTY OF EL PASO

51

By



County Judge Ricardo A.
Samaniego THE TOWN OF
HORIZON CITY

By

Mayor Ruben Mendoza

Item	Units	\$/unit	Quantit	Estimate
Stormwater Maintenance				\$25,116.æ

Equipment estimate \$15,456.00

Blade	hours	\$24.00	80	\$1,920.00
Loader	hours	\$24.00	80	\$1,920.00
Trucks	hours	\$24.00	80	\$1,920.00
Water Truck	hours	\$24.00	300	\$7,200.00
Roller	hours	94.00	so	\$1,920.00
Transport	hours	\$24.00	24	\$76.00

Labor estimate \$9,660.00

Blade Operator	hours	\$15.00	80	\$1,200.00
Loader Operator	hours	\$15.00	80	\$1,200.00
Trucks Operators	hours	\$15.00	so	\$1,200.00
Water Truck Operator	hours	\$15.00	300	\$4,500.00
Roller Operator	hours	\$15.00		\$1,200.00
Transport Operator	hours	\$15.00	24	\$350.00

We have approx. + 2750 TONS

*The County Break Down for Horizon ponding work with millings is \$25,116.00

*El Paso County will keep 75% of the millings

*Horizon City will keep 25% of the millings

Dollar Value required to match seventy five percent of El Paso County pond break down amount : $(\$25,116.00 / 0.75) = \$33,488.00$

100% of the millings value = \$33,488.00

75% of the milling value = \$25,116.00 kept by El Paso County in return for the work in the ponds.

25% of the milling value = \$8,372.00 kept by Horizon City. Will be used for the work in the ponds.

TOTAL milling value set by Horizon City for 100% of the millings = \$33,488.00
 TOTAL \$/Ton: $\$33,488.00 / 2750$ \$12.17/Ton

TOTAL milling value (75%) given to the county in return for the work = \$25,116.00

TOTAL County Break Down for Horizon ponding work with millings = \$25,116.00



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: March 21, 2020
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager *T. Quezada*
SUBJECT: Discussion and Action: On Change Order #2 to the construction contract with Hawk Construction for the Golden Eagle Park Improvements Solicitation No. CIP 2018-001 and authorizing the Mayor to execute documents.

Change Order No. 2 for the Golden Eagle Park Improvements project increases the contract amount by \$15,325.19 bringing the contract amount to \$1,960,149.51. The contract time is increased by 24 calendar days by this change order to account for the time included in the change orders for work, for material delays, and for weather delays (weather days) requested by the contractor and recommended by MCI, the project construction manager. The revised completion date for the project is July 25, 2020.

The change order items, amounts and day requests were negotiated by the design consultant and construction manager, MCI, Inc. and Hawk Construction and are detailed in the following table.

Change Item	Amount	Time
1 – Relocation of main irrigation line and 2 valve boxes.	\$4,223.03	7 days
2 – Demolition of concrete footing from swings.	\$3,167.92	2 days
3 – Change to conductor size.	\$7,934.24	0 days
4 – Weather days and material delivery delay days	\$0.00	15 days
TOTAL (net increase)	\$15,325.19	24 days

This change order represents a 0.64% increase to the contract value. Change Order #1 was approved by Council in October 2019 to bring the project into budget and accounted for a 16.99 % decrease to the original contract value. Total change orders to date account for a 16.35% decrease to the original contract value.

Staff recommends approval.

Attachment: Change Order Form



Contract Change Order No. One (2)

PROJECT:	DATE OF ISSUANCE:
Golden Eagle Park Improvements	March 20, 2020
OWNER:	BID No:
The Town of Horizon City 14999 Darrington Road Horizon City, TX 79928 (915) 852-1046	CIP 18 – 101
CONTRACTOR:	ENGINEER/CONSTRUCTION MANAGER:
Hawk Construction 12779 Azogue Ave. El Paso, TX 79938 (915) 526-9116	Moreno Cardenas Inc. 2505 E. Missouri Avenue El Paso, TX 79903 (915) 532-2091

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES TO THE CONTRACT:

Contractor is instructed to proceed with the work required by the Contract Documents. In addition, remove and/or modify the various bid items below. This change order **increases** the contract amount as detailed below for the various bid items.

Change Item No. 1 – Increase contract amount by \$4,223.03 due to the relocation of main irrigation line and 2 valve boxes.

Change Item No. 2 – Increase contract amount by \$3,167.92 due to the demolition of concrete footing from swings.

Change Item No. 3 – Increase contract amount by \$7,934.24 due to the conductor size change.

Change Item No. 4 – Increase contract amount by \$0.00 due to weather day requests and material delay.

PURPOSE OF CHANGE ORDER:

Change Item No. 1 – Relocate existing irrigation line outside of the proposed walking path. This relocation will facilitate maintenance in the future once the project is turned over to the Town of Horizon by not having to cut the walking path in order to get to the main irrigation line. The contract amount is **INCREASED by \$4,223.03**. The contract time is **INCREASED by 7 calendar days**.

Change Item No. 2 – Demolition of existing concrete footings from the swings. It was decided that it's more feasible to break the footings on the existing swings and relocated them than purchasing new swings and leaving these old ones as they are. The contract amount is **INCREASED BY \$3,167.92**. The contract time is **INCREASED by 2 calendar days**.

Change Item No. 3 – Change in electrical conductor size. This change was done to comply with safety code and ordinances as per existing conditions in the field. It will reduce the strain in the conductor due to the location of the electrical panel. The Contract amount is **INCREASED by \$7,934.24**. The contract time is **NOT CHANGES**.

Change Item No. 4 – Request for weather days. The contractor was not able to work during these rain events that were verified by the RPRs daily logs. In addition, 8 days were requested due to delays on the delivery of the 30,000 gallon water tank by Rainflo. The contract amount is **INCREASED by \$0.00**. The contract time is **INCREASED by 15 calendar days**.



**TOWN OF
HORIZON CITY**

14999 DARRINGTON ROAD
HORIZON CITY, TX 79928
915-852-1046

CONTRACT CHANGE SUMMARY:

INCREASE contract amount by **\$15,325.19**
INCREASE to contract time by **24 calendar days.**

ATTACHMENTS:

ATTACHMENT A - *Memorandum of Negotiation by Construction Manager*



Contract Change Order No. One (2)

CHANGE IN CONTRACT AMOUNT	CHANGE IN CONTRACT TIME
<u>ORIGINAL CONTRACT AMOUNT</u>	<u>ORIGINAL CONTRACT TIME</u>
\$2,342,805.58	<i>Substantial Completion: 210 days Due Date: June 1, 2020</i> <i>Final Completion: 240 days Due Date: July 1, 2020</i>
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	CONTRACT TIME PRIOR TO THIS CHANGE ORDER
\$1,944,824.32	<i>Substantial Completion: 210 days Due Date: June 1, 2020</i> <i>Final Completion: 240 days Due Date: July 1, 2020</i>
NET <u>INCREASE/DECREASE</u> OF THIS CHANGE ORDER	NET <u>INCREASE/DECREASE</u> OF THIS CHANGE ORDER
\$15,325.19	<i>Substantial Completion: +24 Calendar-days</i> <i>Final Completion: +24 Calendar-days</i>
CONTRACT AMOUNT WITH ALL APPROVED CHANGE ORDERS	CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS
\$1,960,149.51	<i>Substantial Completion: 234 days Due Date: June 25, 2020</i> <i>Final Completion: 274 days Due Date: July 25, 2020</i>

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

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER, CONTRACTOR AND OWNER.

Moreno Cardenas Inc.

HAWK Construction

Town of Horizon City

CONSTRUCTION MANAGER

CONTRACTOR

OWNER

BY (Signature)

BY (Signature)

BY (Signature)

(Printed Name)

(Printed Name)

(Printed Name)

DATE

DATE

DATE



Engineer's Cost Summary

PROJECT: Golden Eagle Park Improvements

DATE OF ISSUANCE: March 20, 2020

BID No: CIP 18-101

CHANGE ORDER No. 2

TOTAL CHANGE IN CONTRACT AMOUNT: Increase of \$15,325.19

TOTAL CHANGE IN CONTRACT TIME: Increase of 24 calendar days

Classification of Change Order

Change Item No. 1 Relocate existing irrigation line outside of the proposed walking path.

Classification Owner Ordered

Impact to Cost Increase contract amount by \$4,223.03

Impact to Time 7 calendar days

Justification See Purpose of Change Order.

Cost Summary N/A

Change Item No. 2 Demolition of the existing concrete footings from the swings.

Classification Owner Ordered

Impact to Cost Increase contract amount by \$3,167.92

Impact to Time 2 calendar days.

Justification See Purpose of Change Order.

Cost Summary N/A

Change Item No. 3 Change in electrical conductor size.

Classification Unforeseen condition (other)

Impact to Cost Increase contract amount by \$7,934.24

Impact to Time N/A

Justification See Purpose of Change Order.

Cost Summary N/A

Change Item No. 4 Request for weather days and delays on equipment.

Classification Unforeseen condition (other)

Impact to Cost Increase contract amount by \$0.00

Impact to Time 15 calendar days.

Justification See Purpose of Change Order.

Cost Summary Negotiated – See Attachment A



Contract Change Order Summary

Original Contract Amount	\$2,342,805.58
Change Order No. 1 Amount	\$-397,981.26
Change Order No. 2 Amount	\$15,325.19
Revised Contract Amount	\$1,960,149.51
Cumulative Change Order Percent of Original Contract Amount	-16.35%

CHANGE ORDER CLASSIFICATION	PREVIOUS CHANGE ORDER	THIS CHANGE ORDER	TOTAL
Liquidated Damages	0.00%	0.00%	0.00%
Adjusted Final Quantities	0.00%	0.00%	0.00%
Unforeseen Subsurface	0.00%	0.00%	0.00%
Unforeseen Condition (Other)	0.00%	0.33%	0.33%
Owner Ordered	-16.99%	0.31%	-16.68%
Repay Owner	0.00%	0.00%	0.00%
Errors	0.00%	0.00%	0.00%
Omissions	0.00%	0.00%	0.00%
Other	0.00%	0.00%	0.00%



TOWN OF
HORIZON CITY

14999 DARRINGTON ROAD
HORIZON CITY, TX 79928
915-852-1046

ATTACHMENT No. A
(Memorandum of Negotiation by Construction Manager – Change Order No. 2)



TOWN OF
HORIZON CITY

14999 DARRINGTON ROAD
HORIZON CITY, TX 79928
915-852-1046

Memorandum of Negotiation by Engineer
Change Order No. 2

Change Item #1 – Relocation of main irrigation line and 2 valve boxes.

Change Item #2 – Demolition of concrete footing from swings.

Change Item #3 – Conductor size change.

Change Item #4 – Weather day requests.

Contractor's proposal is accepted at ***\$15,325.19***

The Contractor's proposal found acceptable at \$15,325.19



PRICE PROPOSAL

Date 2/19/2020

Item	Description	Quantity	UM	Bid Price	Amount
	Relocation of the Main Line and 2 Valve Boxes	1.000	LS	\$ 4,223.03	\$ 4,223.03

1. PRICE PROPOSAL ASSUMES GENERAL LIABILITY INSURANCE ONLY. OTHER INSURANCE REQUIREMENTS WILL BE ADDITIONAL.
2. PRICES PROPOSAL ONLY INCLUDES STANDARD PPE (HARD HAT, VEST, SAFETY GLASSES, WORK BOOTS, AND HEARING PROTECTION). ANY SPECIALIZED PPE OR TRAINING WILL BE ADDITIONAL.
3. PRICE PROPOSAL INCLUDES ALL LABOR, EQUIPMENT, MATERIAL, AND INCIDENTALS TO PERFORM WORK. ANY OTHER UNEXPECTED CONDITIONS WILL BE ADDITIONAL.

Additional Calander Days Requested

7.000 Days

3 Days for the Repair and another 4 days to catch up on the Walking Path Work that is being delayed

Plus Any addional Day required for Approval of Change Order

February 19, 2020

Hawk Construction
 PO Box 17410
 El Paso, Texas 79917
 Attn: Mr. Oscar Saenz

Re: Golden Eagle Park

Dear Mr. Saenz,

As per your request, please find listed below our proposal to relocate 2ea. automatic valves, mainline that is underneath the walking path, sleeve for lateral pipe underneath the walking path, and relocate 24Volt wiring.

Scope of Work

Material

240	LF	3" PVC Pipe Sch. 40 @ \$1.41/LF	=	\$	338.40
4	ea.	3" 45 Degree Elbows @ \$6.15/ea.	=	\$	24.60
2	ea.	3x2 Tees SSS @ \$7.55/ea.	=	\$	15.10
4		Thrust Blocks	=	\$	80.00
4	ea.	2" Elbows S.S @ \$1.49/ea.	=	\$	5.96
2	ea.	2" Male Adapter @ \$.84/ea.	=	\$	1.68
2	ea.	2x2 1/2 Male Adapter @ \$3.14/ea.	=	\$	6.28
20	LF	4" PVC Pipe Sch. 40 @ \$2.30/LF	=	\$	46.00
2	ea.	12" Std. Valve Boxes @ \$33.49/ea.	=	\$	66.98
300	LF	#12-1 Wire @ \$.12/LF	=	\$	36.00
1,500	LF	#14-1 Wire @ \$.08/LF	=	\$	120.00

Labor

60	Hrs.	Labor @ \$16.95/hr.	=	\$	1,017.00
24	Hrs.	Supervision @ \$32.50/hr.	=	\$	780.00
		Labor Burden @ 28%	=	\$	503.16
					<u>503.16</u>
		Subtotal	=	\$	3,041.16
		15% O & P	=	\$	456.17
		Total	=	\$	3,497.33

If you have any questions, please don't hesitate to contact me.

Sincerely,

Joe L. Aguilar, Jr.



PRICE PROPOSAL

Date 2/19/2020

Item	Description	Quantity	UM	Bid Price	Amount
	Demolition of Concrete Footing from Swings	1.000	LS	\$ 3,167.92	\$ 3,167.92

1. PRICE PROPOSAL ASSUMES GENERAL LIABILITY INSURANCE ONLY. OTHER INSURANCE REQUIREMENTS WILL BE ADDITIONAL.
2. PRICES PROPOSAL ONLY INCLUDES STANDARD PPE (HARD HAT, VEST, SAFETY GLASSES, WORK BOOTS, AND HEARING PROTECTION). ANY SPECIALIZED PPE OR TRAINING WILL BE ADDITIONAL.
3. PRICE PROPOSAL INCLUDES ALL LABOR, EQUIPMENT, MATERIAL, AND INCIDENTALS TO PERFORM WORK. ANY OTHER UNEXPECTED CONDITIONS WILL BE ADDITIONAL.

Additional Calander Days Requested

2.000 Days



Project: Golden Eagle Park

PRICE PROPOSAL

Date 3/17/2020

Item	Description	Quantity	UM	Bid Price	Amount
	Conductor Size Change	1.000	LS	\$ 7,934.24	\$ 7,934.24

1. PRICE PROPOSAL ASSUMES GENERAL LIABILITY INSURANCE ONLY. OTHER INSURANCE REQUIREMENTS WILL BE ADDITIONAL.
2. PRICES PROPOSAL ONLY INCLUDES STANDARD PPE (HARD HAT, VEST, SAFETY GLASSES, WORK BOOTS, AND HEARING PROTECTION). ANY SPECIALIZED PPE OR TRAINING WILL BE ADDITIONAL.
3. PRICE PROPOSAL INCLUDES ALL LABOR, EQUIPMENT, MATERIAL, AND INCIDENTALS TO PERFORM WORK. ANY OTHER UNEXPECTED CONDITIONS WILL BE ADDITIONAL.

ADJUSTMENT FOR CHANGES IN WORK

Project Name: **Golden Eagle Park**

Date Prepared: 2/26/2020

Contractor Name: El Paso A.R.C. Electric

Contractor Proposal # 0226

Description of Change: Increase size of branch circuit wiring to the Soccer Field Light Poles

Prepared By: Cano Ortiz

Item No.	DESCRIPTION	QUAN.	UOM	MATERIAL		LABOR			TOTAL LABOR COST	TOTAL LABOR BURDEN	TOTAL MATERIAL & LABOR COST	M/E UNIT COST	MATERIAL EQUIPMENT OTHER	SUBCONTRACT
				UNIT COST	EXTENDED MATERIAL COST	UNIT LABOR HOURS	EXTENDED LABOR HOURS	LABOR RATE						
1	1-1/4" PVC	-550	LF	\$ 0.60	\$ (330.00)	0.050	-27.50	\$ 36.00	\$ (990.00)	\$ (346.500)	(1,666.50)			
3	2" PVC	550	LF	\$ 0.80	\$ 440.00	0.120	66.00	\$ 36.00	\$ 2,376.00	\$ 831.600	\$ 3,647.60			
7	#6 THHN	-1410	LF	\$ 0.36	\$ (507.60)	0.008	-11.2800	\$ 36.00	\$ (406.08)	\$ (142.128)	\$ (1,055.81)			
8	#4 THHN Cu wire	2250	LF	\$ 0.70	\$ 1,575.00	0.013	29.2500	\$ 36.00	\$ 1,053.00	\$ 368.550	\$ 2,996.55			
9	#3 THHN Cu wire	1100	LF	\$ 0.90	\$ 990.00	0.015	16.5000	\$ 36.00	\$ 594.00	\$ 207.900	\$ 1,791.90			
7				\$ -	\$ -			\$ -	\$ -		\$ -			
8				\$ -	\$ -			\$ -	\$ -		\$ -			
9				\$ -	\$ -			\$ -	\$ -		\$ -			
10				\$ -	\$ -			\$ -	\$ -		\$ -			
11				\$ -	\$ -			\$ -	\$ -		\$ -			
12				\$ -	\$ -			\$ -	\$ -		\$ -			
13				\$ -	\$ -			\$ -	\$ -		\$ -			
14				\$ -	\$ -			\$ -	\$ -		\$ -			
15				\$ -	\$ -			\$ -	\$ -		\$ -			
16				\$ -	\$ -			\$ -	\$ -		\$ -			
	Bucket truck													
			Lot											
SUBTOTALS >>>					\$ 2,167.40		72.97		\$ 3,616.92		\$ 5,713.74			

Total Amount

[A] Subtotal (labor+material+equipment)	\$ 5,713.74
[B] Plus 15% OH&P	\$ 857.06
[C] Subtotal (A+B)	\$ 6,570.80
[D] Subtotal Subcontract	\$ -
[E] Plus OH&P Subcontract	\$ -
[F] Subcontract Total (D+E)	\$ -
[H] Total (C+F+G)	\$ 6,570.80
Payment and Performance Bond (2.05% of [H])	
Total + Payment and Performance Bond (2.05%)	\$ 6,570.80



February 19, 2019

Moreno Cardenas Inc.
2505 E Missouri Ave
El Paso, TX 79903

Solicitation No: CIP 2018-001
PROJECT: Golden Eagle Park Improvements

RE: Request for Weather Day Impact, Monday, February 2/2/2020

ATTENTION: Mr. Saul Trejo

Due to Inclement weather, and an expected increased risk to the workers and the public. We at Hawk Construction would like to request the following weather day not be counted toward the contract time for the Project and Period stated above. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

Oscar Saenz
Project Manager



February 19, 2019

Moreno Cardenas Inc.
2505 E Missouri Ave
El Paso, TX 79903

Solicitation No: CIP 2018-001
PROJECT: Golden Eagle Park Improvements

RE: Request for Weather Day Impact, Monday, February 2/10/2020

ATTENTION: Mr. Saul Trejo

Due to Inclement weather, and an expected increased risk to the workers and the public. We at Hawk Construction would like to request the following weather day not be counted toward the contract time for the Project and Period stated above. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,



Oscar Saenz
Project Manager



February 19, 2019

Moreno Cardenas Inc.
2505 E Missouri Ave
El Paso, TX 79903

Solicitation No: CIP 2018-001

PROJECT: Golden Eagle Park Improvements

RE: Request for Weather Day Impact, Monday, February 2/12/2020

ATTENTION: Mr. Saul Trejo

Due to inclement weather, and an expected increased risk to the workers and the public. We at Hawk Construction would like to request the following weather day not be counted toward the contract time for the Project and Period stated above. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

Oscar Saenz
Project Manager



March 6, 2020

Moreno Cardenas Inc.
2505 E Missouri Ave
El Paso, TX 79903

Solicitation No: CIP 2018-001

PROJECT: Golden Eagle Park Improvements

RE: Request for Weather Day Impact, Tuesday and Wednesday, 3/3/2020 – 3/4/2020

ATTENTION: Mr. Saul Trejo

Due to Inclement weather, and an expected increased risk to the workers and the public. We at Hawk Construction would like to request the following weather day not be counted toward the contract time for the Project and Period stated above. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Oscar Saenz", with a horizontal line extending to the right.

Oscar Saenz
Project Manager



March 17, 2020

Moreno Cardenas Inc.
2505 E Missouri Ave
El Paso, TX 79903

Solicitation No: CIP 2018-001

PROJECT: Golden Eagle Park Improvements

RE: Request for Weather Day Impact, Tuesday, 3/10/2020

ATTENTION: Mr. Saul Trejo

Due to Inclement weather, and an expected increased risk to the workers and the public. We at Hawk Construction would like to request the following weather day not be counted toward the contract time for the Project and Period stated above. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

Oscar Saenz
Project Manager



March 17, 2020

Moreno Cardenas Inc.
2505 E Missouri Ave
El Paso, TX 79903

Solicitation No: CIP 2018-001

PROJECT: Golden Eagle Park Improvements

RE: Request for Weather Day Impact, Friday, 3/13/2020

ATTENTION: Mr. Saul Trejo

Due to Inclement weather, and an expected increased risk to the workers and the public. We at Hawk Construction would like to request the following weather day not be counted toward the contract time for the Project and Period stated above. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

Oscar Saenz
Project Manager



March 6, 2020

Moreno Cardenas Inc.
2505 E Missouri Ave
El Paso, TX 79903

Solicitation No: CIP 2018-001

PROJECT: Golden Eagle Park Improvements

RE: Request for Days due to delays caused by 30k Tank delay.

ATTENTION: Mr. Saul Trejo

Due to the delay in the final payment to RainHarvest Systems for the 30K gallon Tank, the delivery of the tank was delayed. The 30K gallon tank delay caused several other items to fall behind schedule, such as the rest of the work at the splash pad area. The request is for the 8 Calendar Days, these days account for is for the difference between the actual delivery date to the original delivery date.

Sincerely,

Oscar Saenz
Project Manager



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: March 5, 2020
To: Honorable Mayor and Members of City Council
From: Michelle Padilla, Planning Director
SUBJECT: **1st Reading of Ordinance _____**, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning four parcels from R-2, Residential, to C-2, Commercial, for commercial use, containing approximately 1.999 acres; being Lots 6, 7, 16, and 17, Block 484, Horizon City Unit Sixty Three, El Paso County, Texas, located south and west of the intersection of Horizon Boulevard and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

On February 17, 2020, the Planning and Zoning Commission voted unanimously to recommend that the City Council approve the rezoning of the subject property from an R-2 (Residential) zone to a C-2 (Commercial) zone.

The applicant's request is to rezone the property to a C-2 (Commercial) zone to allow for commercial development. The staff recommendation to the Planning and Zoning Commission was to approve this request as it is consistent with the City's Vision 2020: Comprehensive and Strategic Plan which designates this area for commercial development, which is the adopted Comprehensive Plan in place at the time that the rezoning application was submitted. The subject property is also located within the City's Transportation Reinvestment Zone (TRZ) Number Two.

As noted in the staff report, a replat application conforming to all requirements as set forth in Municipal Code will need to be submitted, approved and recorded for all four lots if they are to be utilized and developed together. The replat will trigger the requirement to improve any substandard roadway that abuts the development.

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

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A ZONING CHANGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF HORIZON CITY, TEXAS; REZONING FOUR PARCELS FROM R-2, RESIDENTIAL, TO C-2, COMMERCIAL, FOR COMMERCIAL USE, CONTAINING APPROXIMATELY 1.999 ACRES; BEING LOTS 6, 7, 16, AND 17, BLOCK 484, HORIZON CITY UNIT SIXTY THREE, EL PASO COUNTY, TEXAS, LOCATED SOUTH AND WEST OF THE INTERSECTION OF HORIZON BOULEVARD AND EASTLAKE BOULEVARD; AND AUTHORIZING THE NOTATION OF THE CHANGE ON THE OFFICIAL ZONING MAP OF THE TOWN; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; AND PROPER NOTICE AND HEARING.

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

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

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

WHEREAS, the Planning and Zoning Commission has recommended that the zoning on the parcel of property be rezoned to C-2, Commercial; and

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

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

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

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

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

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

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

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

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

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

I. REZONING

The zoning be changed from R-2 (Residential) to C-2 (Commercial), within the meaning of the Zoning Ordinance, No. 0102, as amended, for approximately 1.999 acres, more or less and legally described by Metes and Bounds Description, Exhibit "A" attached hereto and by reference included herein.

II. ZONING MAP

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

III. FINDINGS OF FACT

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

IV. REPEALER

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

V. SEVERABILITY

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

VI. PROPER NOTICE AND MEETING

It is officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52, Texas Local Government Code.

PASSED AND APPROVED this the ___ day of _____, 2020, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the Town Council of Horizon City, Texas.

Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:

Bertha A. Ontiveros, Assistant City Attorney

First Reading: 03/10/2020
Second Reading: 04/14/2020

Lots 6, 7, 16 and 17, Block 484,
Horizon City Unit Sixty Three,
El Paso County, Texas
October 30, 2019

METES AND BOUNDS DESCRIPTION
Exhibit "A"

FIELD NOTE DESCRIPTION of Lots 6, 7, 16 and 17, Block 484, Horizon City Unit Sixty Three, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found 2" pipe located at the common section corner of Sections 31, 32, 41 and 42, Texas and Pacific Railroad Company Surveys, same being the centerline intersection of Horizon Boulevard and Antwerp Drive; **THENCE**, leaving said common section corner and centerline intersection, South 78°35'20" East, a distance of 653.82 feet to a set iron rod for corner at the southerly right-of-way line of Horizon Boulevard, same being the common boundary corner of Lots 5 and 6 and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said common boundary corner of Lot 5 and 6 and along the southerly right-of-way line of Horizon Boulevard, North 89°56'48" East, a distance of 231.86 feet to a found iron rod for corner at the common boundary corner of Lots 7 and 8;

THENCE, leaving said common boundary corner and southerly right-of-way line of Horizon Boulevard, South 00°33'12" East, a distance of 375.74 feet to a set iron rod for corner at the common boundary corner of Lots 15 and 16;

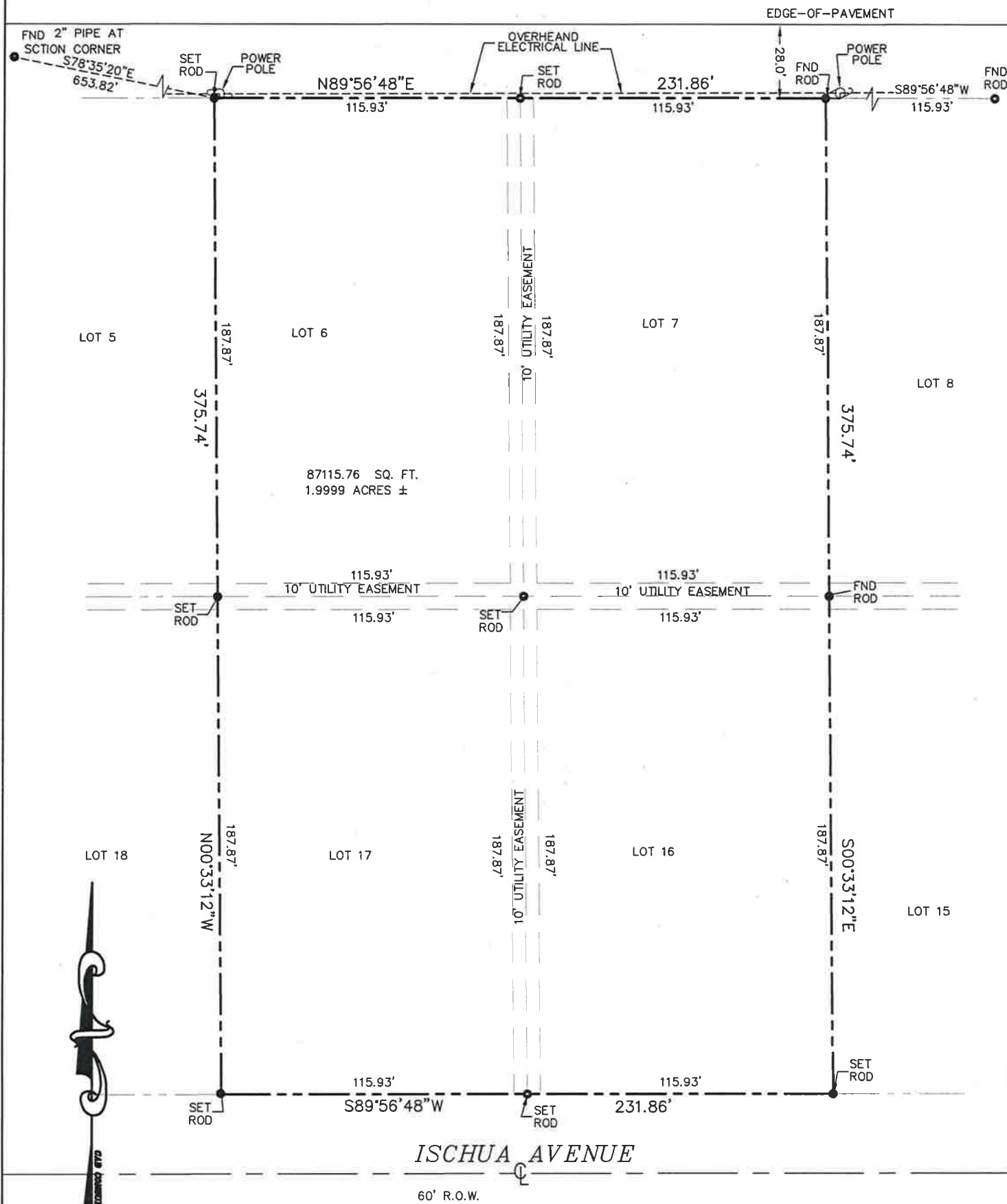
THENCE, leaving said common boundary corner of Lots 15 and 16, South 89°56'48" West, a distance of 231.86 feet to a set iron rod for corner at the common boundary corner of Lots 17 and 18 ;

THENCE, leaving said common boundary corner of Lots 17 and 18, North 00°33'12" West, a distance of 375.74 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 87,115.76 square feet or 1.9999 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 503
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2019\19-2139.wpd



HORIZON BOULEVARD



SCALE 1"=50'

COPYRIGHT © 2019 CAD CONSULTING CO. ALL RIGHTS RESERVED

<p style="text-align: center; font-weight: bold; font-size: 1.2em;">CERTIFICATION</p> <p>I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN HEREON.</p> <div style="text-align: center;"> </div> <p>CARLOS M. JIMENEZ R.P.L.S. No. 3950</p>	<p>JOB # 19-2139 DATE: 10-29-19 FIELD: DG OFFICE: MR FILE: NET:\MARCO\2019\19-2139</p>
	<p>LOCATED IN ZONE X PANEL # 480212-0250-B DATED 09-04-91</p>
	<p>RECORDED IN VOLUME 20 PAGE 32 , PLAT RECORDS, EL PASO COUNTY, TX</p>
<p>HORIZON BOULEVARD LOTS 6, 7, 16 AND 17, BLOCK 484 (SEE EXHIBIT "A") HORIZON CITY UNIT SIXTY-THREE EL PASO COUNTY, TEXAS</p>	<p style="text-align: center; font-weight: bold; font-size: 1.2em;">CAD CONSULTING COMPANY</p> <p style="text-align: center;">57 1790 LEE TREVINO DRIVE SUITE 503 EL PASO, TEXAS 79936 (915) 633-6422</p>
<p>FIRM# 10099300</p>	



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: RZ-002435-2020
Application Type: Rezoning
P&Z Hearing Date: **February 17, 2020**
Staff Contact: Michelle Padilla, Planning Director
915-852-1046 ext.105; mpadilla@horizoncity.org

Address/Location: Southside of Horizon Blvd. (FM 1281) approx. .30 miles west from Eastlake Blvd.

Legal Description: Lots 6, 7, 16 & 17, Block 484, Horizon City Unit Sixty-Three, El Paso County, Texas.

Acreage: Approximately **1.999** acres

Existing Use: Vacant Lots

Existing Zoning: R-2 (Residential)

Request: Rezone to C-2 (Commercial)

Proposed Use: Commercial Businesses

Property Owner: Alfred & Rosa Linda M. Rossy

Applicant: Alfred & Rosa Linda M. Rossy

Surrounding Zoning and Land Use:

North: R-2 (Residential- Vacant

South: R-2 (Residential) - Vacant

East: R-2 (Residential) - Vacant

West: C-1 (Commercial) - Vacant

Future Land Use Designation: Commercial

Nearest Park: Corcoran “Corky” Park

Nearest School: Horizon High School

Application Description:

The applicant is requesting to change the zone of **4** lots that measure combined 1.999 ± acre parcel of land from an R-2 zone (Residential) to a C-2 zone (Commercial). The parcel is located along the southern boundary of Horizon Boulevard (FM 1281) approx. .30 miles west from the Eastlake Blvd Intersection.

Notice:

In accordance with Section 211.007 of the Texas Local Government Code, notices of the February 17, 2020 public hearing were sent to the school district of jurisdiction and to those property owners within 200 feet of the subject property on January 31, 2020. In addition,

the applicant is required to erect signs notifying the public of the proposed rezoning on the site proposed for rezoning fifteen (15) days prior to the Planning and Zoning Commission public hearing. This requirement has been met.

Vision 2020 – Future Land Use Map Designation:

Horizon City Vision 2020 Strategic Master Plan designates this area as Commercial. This land use classification includes retail, offices, business, personal and professional services, restaurants, banks and financial institutions, doctor, dentist and other medical offices, and related accessory and ancillary uses.

Staff Recommendation:

The Comprehensive Plan designates this area for commercial development and the proposed use is consistent with those uses allowed in a C-2 (Commercial) zone. Additionally, Horizon Boulevard is a commercial corridor throughout most of the City, so this request is in line with the existing uses along other sections of Horizon Boulevard and is consistent with the intent of the Comprehensive Plan by providing for a mixture of uses. Therefore, staff recommends **APPROVAL** of the rezoning request.

Planning Comments:

1. The Planning Department recommends that the Planning and Zoning Commission **recommend that the property be rezoned to C-2 (Commercial)** to the City Council.
2. A subdivision replat conforming to all requirements as set forth in Municipal Code will need to be submitted, approved and recorded for all four lots if they are to be utilized together. The replat will trigger the requirement to improve any substandard roadway that abuts the development.

Planning and Zoning Commission Options:

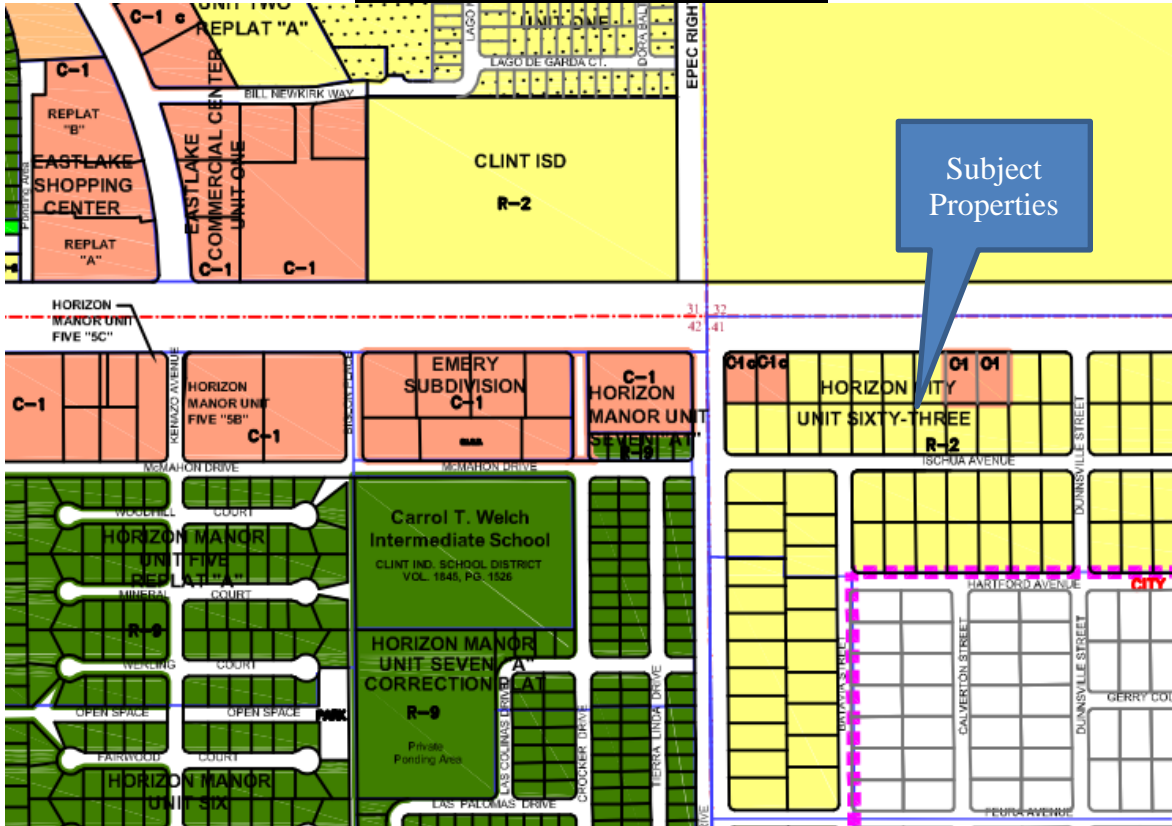
The Planning and Zoning Commission may consider the following options and additional requirements that it may identify when reviewing this rezoning application:

1. Recommend approval of the Applicant’s request for change of zone classification as stated and forward a recommendation for approval for the change of zone classification to the City Council.
2. Recommend approval of the Applicant’s request for change of zone classification as stated, including any restrictions or modifications to bring the rezoning into conformance with the review criteria and forward a recommendation for approval for the change of zone classification, including any restrictions, to the City Council.
3. Recommend denial of the Applicant’s request for change of zone classification.

Attachments:

- 1 - Zoning Designation**
- 2 – Aerial**
- 3 - Future Land Use Map (Comp Plan)**
- 4- Survey with MB**
- 5 – Application**

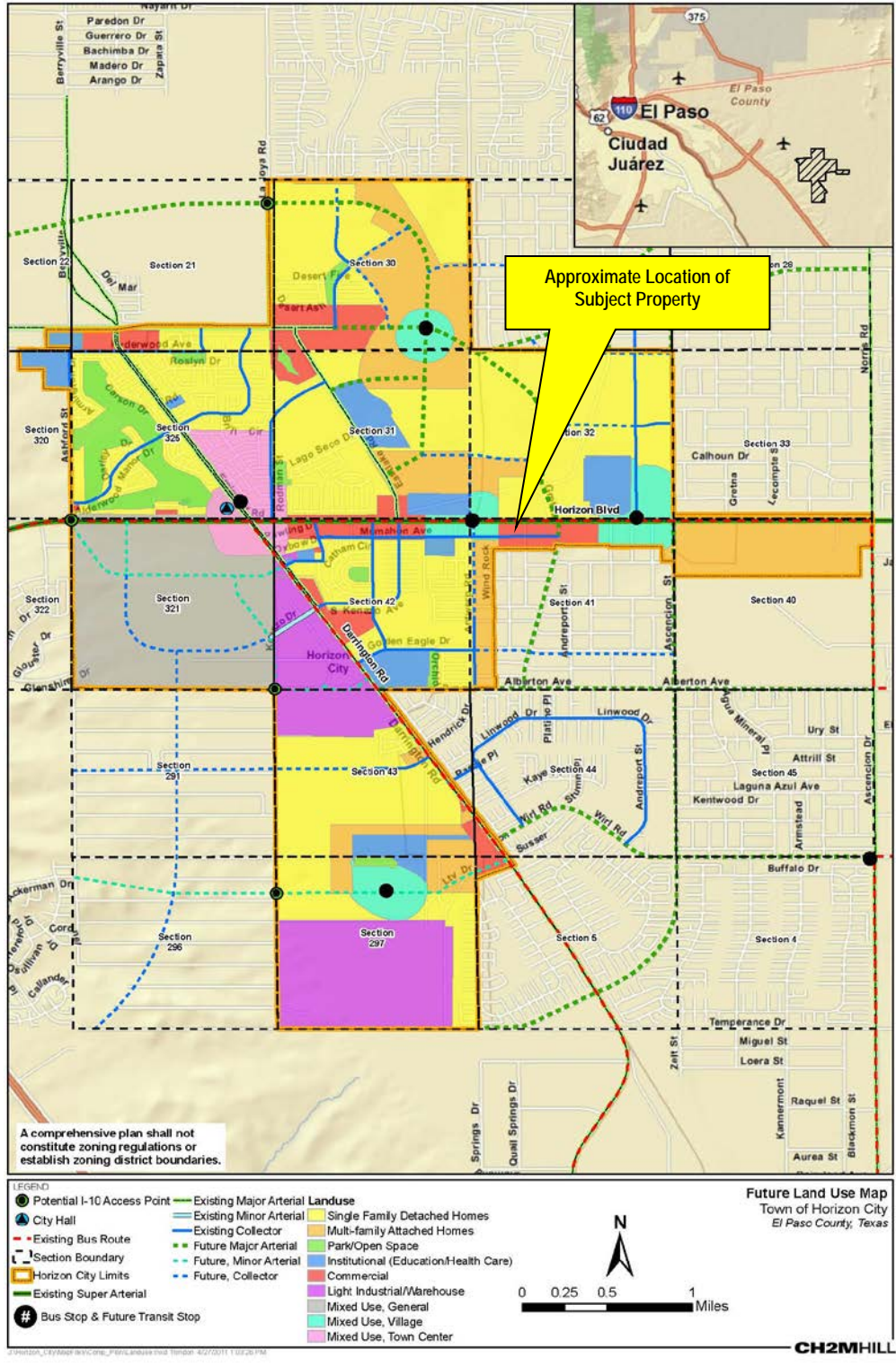
Attachment 1: Zoning Designation



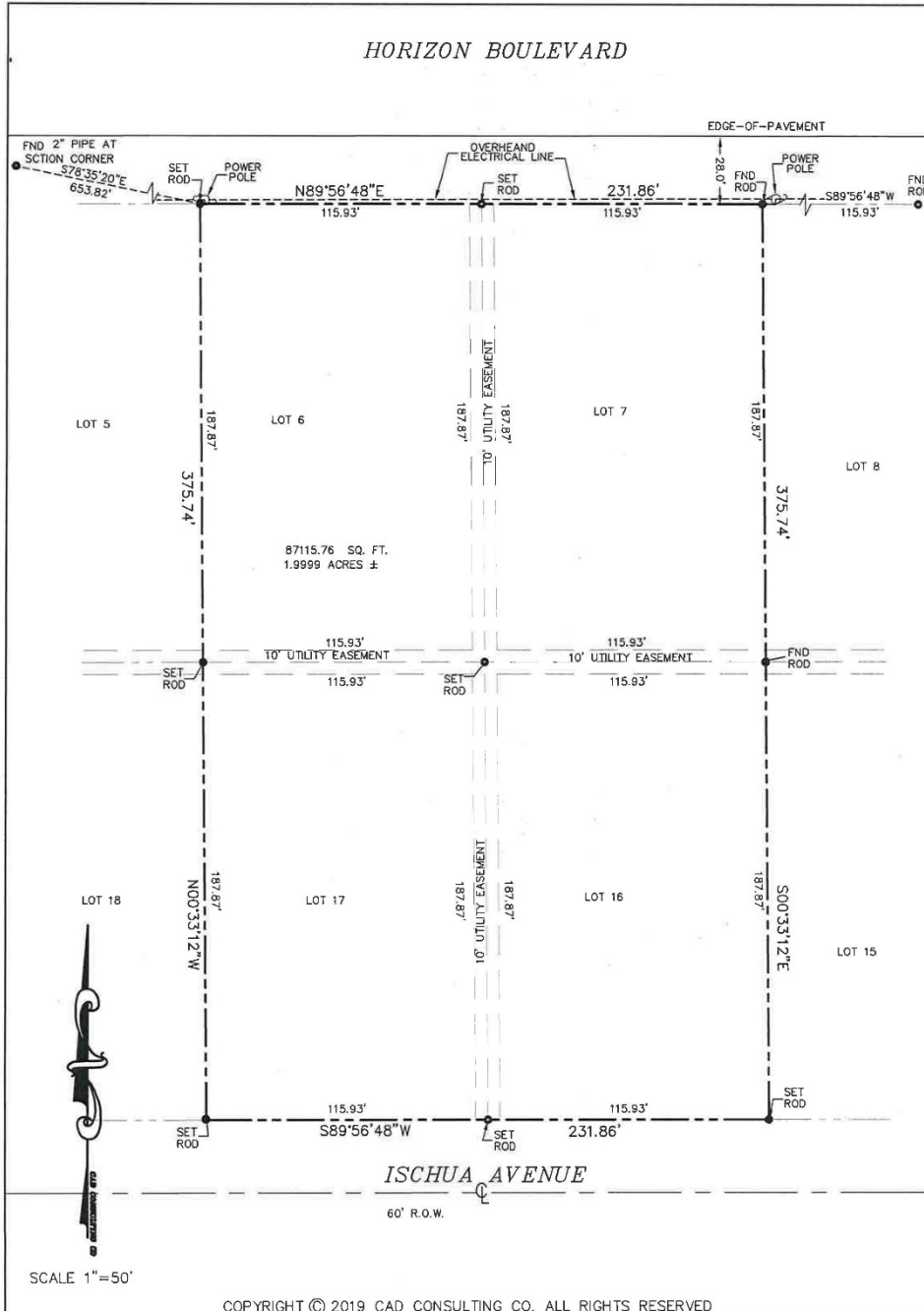
Attachment 2: Aerial





Attachment 3: Future Land Use Map



Attachment 4: Survey



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<p style="text-align: center;">CERTIFICATION</p> <p>I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN HEREON.</p> <p style="text-align: right;">  CARLOS M. JIMENEZ R.P.L.S. No. 3950 </p>	JOB # 19-2139 DATE: 10-29-19 FIELD: DC OFFICE: MR FILE: NET:\MARCO\2019\19-2139
	LOCATED IN ZONE x PANEL # 480212-0250-B DATED 09-04-91
	RECORDED IN VOLUME 20 PAGE 32 , PLAT RECORDS, EL PASO COUNTY, TX
HORIZON BOULEVARD LOTS 6, 7, 16 AND 17, BLOCK 484 (SEE EXHIBIT "A") HORIZON CITY UNIT SIXTY-THREE EL PASO COUNTY, TEXAS	<p style="text-align: center;">  CONSULTING COMPANY 1790 LEE TREVINO DRIVE SUITE 503 EL PASO, TEXAS 79936 (915) 633-6422 </p>
FIRM# 10099300	

Attachment 5: Application

RZ-002435-2020



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

REZONE APPLICATION

1. Owner of Record: ALFRED ROSSY & ROSALINDA M. ROSSY
1607 Opossum Circle 79928 (915) 331-3360
(ADDRESS) (ZIP) (PHONE) (EMAIL)

2. Applicant: ALFRED ROSSY Is applicant also the Owner? Yes No
 Contact Person: MARTIN COUSE (915) 735-7305
1607 Opossum Circle 79928 (915) 331-3360
(ADDRESS) (ZIP) (PHONE) (EMAIL)

3. PARCEL ONE
 Site Address/Location: HORIZON CITY UNIT #63
 Legal Description: LOT #1617 484' HORIZON CITY #63
(Lot) (Block) (Subdivision Name)

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

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

4. Briefly explain why you request to rezone? Want to make commercial for Retail Business

5. Land's Present Use: Residential (Vacant) Zone Res.
 Land Vacant Lot size 2300 Structure Structure's size _____ Last known date the structure was occupied? _____
 Land's Proposed Use: Retail Business Proposed Zone Use RZ-C-2 mc

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

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

6. Signatures:
[Signature] [Signature]
(OWNER'S SIGNATURE) (OWNER'S PRINTED NAME)
[Signature] Alfred Rossy
(APPLICANT'S SIGNATURE) (APPLICANT'S PRINTED NAME)

FEE SCHEDULE: (NON-REFUNDABLE)

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

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

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



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: March 6, 2020

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a replat application for Horizon Manor Unit Three Replat "A" (SUB #002434-2019), legally described as a portion of lot 19, Block 9, Horizon Manor Unit Three, Town of Horizon City, El Paso County, Texas. Containing 7.935 ± acres. Application submitted by CAD Consulting Co.

On February 17, 2020, the Planning and Zoning Commission voted unanimously to recommend that the City Council approve the replat application for the Horizon Manor Unit Three Replat "A" with the condition that staff comments be addressed prior to City Council action.

Although the applicant has provided a revised plat that addresses most of the comments listed on the staff report, not all comments have been addressed. Staff recommends **denial** of the replat application.

Additionally, staff has requested throughout the application process that the City be provided with a cost estimate for the oversized improvements that the applicant has indicated are required to serve the existing stormwater runoff from the surrounding development. To date, staff has not received any information on the cost estimate.

Attached for your review is the staff report and the replat (preliminary and final).

History:

The City Council approved the rezoning application for this property on June 12, 2018. The zoning district is now R-2 (residential).



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: SUB002434-2019
Application Type: Replat Application
Proposed Name: Horizon Manor Unit Three Replat “A”
P&Z Hearing Date: **February 17, 2020 (Postponed at January 20, 2020 Meeting)**
Staff Contact: Michelle Padilla, Planning Director
915-852-1046 ext.105; mpadilla@horizoncity.org

Address/Location: The property is located on the west side of Duanesburg Street & encircled by Opossum Circle
Legal Description: A portion of Lot 19, Block 9, Horizon Manor Unit Three, El Paso County, Texas
Acreage: Approximately 7.9365 acres
Existing Use: Open Space/Ponding Area
Existing Zoning: Rezoned to R-2 (Residential) on June 12, 2018 (Ordinance 244)
Property Owner: JPD Properties LLC
Applicant: CAD Consulting Company

Future Land Use Designation: Park/Open Space
Nearest Park: Golden Eagle Park
Nearest School: Carrol T. Welch Intermediate School

Surrounding Zoning and Land Use:

North: R-8 (Residential)-Single Family Homes
South: R-8 (Residential)-Single Family Homes
East: R-9 Residential)-Single Family Homes
West: R-8 (Residential) & R-4A Single Family Homes

Application Description:

The applicant proposes to Replat approximately 7.9365 acres of land. The proposed subdivision includes 31 single family residential units, the smallest lot measures approximately 6,000 square feet and the largest lot measuring approximately 8,083 square feet in size. An existing pond will be sized to accommodate the new residential subdivision and its drainage.

In accordance with Section 2.10 of the Municipal Code for Subdivisions, no parkland dedication is required; however, the applicant is required to pay **\$12,400** in park fees prior to filing the subdivision plat.

Notice:

In accordance with Section 212.015.f of the Texas Local Government Code, notice of the approval of the replat will be mailed to each property owner of a lot in the original subdivision that is within 200 feet of the lot(s) to be replatted no later than fifteen (15) days after the date of the City Council meeting at which the replat is approved.

Staff Recommendation:

Staff recommends *approval* of the proposed Replat with the condition that all plat comments be addressed prior to City Council action. A revised plat must be submitted on or before Friday, *February 21, 2020*. The plat comments are as follows:

Planning Division Comments:

1. Preliminary/Final Plat: Provide different street names
2. Preliminary/Final Plat: It is recommended that the 10' utility easement running through lots 5-8, Block 1 and lots 4-7, Block 2 be vacated. If that is not feasible, provide proof that 1,250 square foot structures will be able to be constructed on the lots while maintaining the required setbacks.
3. Preliminary/Final Plat: It is recommended that the 10' utility easement proposed along front of the most of the lots be continued along lots 1-4, block 1 and lots 1-3, block 2.
4. Preliminary Plat: Provide street cross-section on the preliminary plat
5. Final Plat: Remove "parks" from dedication statements
6. Final Plat: Remove the "El Paso County Certificate of Plat approval" statement
7. Final Plat: Provide copy of proposed covenants for review.

General Note: If the proposed pond is going to be oversized to accommodate existing flows, please provide the developer's required improvements with associated costs and the oversized improvements with associated costs for consideration by the City as soon as possible.

Other Requirements:

1. Original 2020 Tax Certificate showing zero balance will be required prior to recording.
2. Change 2019 dates to 2020 where applicable on face of plats
3. Parkland Fees - \$12,400 due prior to filing plat

Public Works Director Comments:

Preliminary Plat:

1. Provide location of any existing utilities with the size of sewer or water mains if they exist within the area.
2. Show Drainage flow arrows on existing streets. Show water draining into the pond.
3. Provide Ponding capacity information/calculations. See Ordinance No.0035 4.2.2.5 (7c.) and 4.2.2.6 (8c.) and 4.2.2.6 (8d.) and 4.2.2.7 (9)
4. Show watershed areas.
5. Provide legal description at the east and west side parcels.
6. Provide the Lot Number and Block Number for proposed area to include adjacent lot.

NOTE: Drainage study/report to be submitted during the Subdivision Improvement Plan Review.

Final Plat:

1. Provide legal description at the east and west side parcels.
2. Missing all addresses, no address review. El Paso County 9-1-1 District approval is required.
3. Provide existing address from the adjacent lots located at the south AND north side of the proposed subdivision.
4. Missing Benchmark along with DATUM information (see Preliminary plat).
5. Provide A copy of the restrictions and covenants to be recorded, if any.
6. Provide the Lot Number and Block Number for proposed area to include adjacent lot.
7. Provide utility easements for Block 3 and block 2 facing Duanesburg St.
8. Remove 10' Utility Easement on Blocks 1 and 2.
9. On the note section, add a note stating the developer is responsible to repave any portion of Duanesburg St. or Opossum Cir. (include limits, sidewalks and H.C. Ramps) as necessary for drainage purposes.

Town Engineer Comments:**Summary of Recommended Conditions for Preliminary Plat Approval:**

The Town Engineer recommends the following:

1. Revise legal description, to read “..Town of Horizon City, El Paso, County, Texas...”; subdivision in Town of Horizon City’s city limits.
2. Per Section 4.2.2.11 of the Subdivision Ordinance, add a list of proposed street on plat.
3. Provide typical section for proposed streets.
4. For Block 1, there are two parcels labeled Lot 8, correct.
5. Show 5-foot Utility Easements to the on the south side of subdivision along lots- Block 1 Lot 4 and 5 and 20-foot drainage easement.
6. Verify that minimum lot requirements, such as setbacks and dwelling size, will be meet for Block 1, Lots 5, 6, 7, 8 and Block 2-Lots 4, 5, 6, and 7. Existing 10’ utility easement will restrict placement of dwellings.
7. Consider add restrictions to covenants for Block 1, Lots 5, 6, 7, 8 and Block 2- Lots 4, 5, 6, and 7 prohibiting the construction of in ground pool due to location of utility easements.
8. Coordinate with the Town of Horizon City with regard to any additional comments they may have.

Summary of Recommended Conditions for Final Plat Approval:

The Town Engineer recommends the following:

1. Revise legal description, to read “..Town of Horizon City, El Paso, County, Texas...”; subdivision in Town of Horizon City’s city limits.
2. Show 5-foot Utility Easements to the on the south side of subdivision along lots- Block 1 Lot 4 and 5 and 20-foot drainage easement.
3. Verify that minimum lot requirements, such as setbacks and dwelling size, will be meet for Block 1, Lots 5, 6, 7, 8 and Block 2-Lots 4, 5, 6, and 7. Existing 10’ utility easement will restrict placement of dwellings.
4. Provide addresses for the proposed lots.
5. Provide Benchmark on plat.

6. Add Legend indicating monumentation.
7. Revise dates in dedication block to 2020.
8. Consider add restrictions to covenants for Block 1, Lots 5, 6, 7, 8 and Block 2- Lots 4, 5, 6, and 7 prohibiting the construction of in ground pool due to location of utility easements.
9. Coordinate with the Town of Horizon City with regard to any additional comments they may have.

El Paso 9-1-1 District:

On January 14, 2020, the following review comment/concern was received:

1. Street names as proposed on plat appear as duplicate names. In the event of an emergency, time could be lost trying to find which is the correct street even if streets are close together.

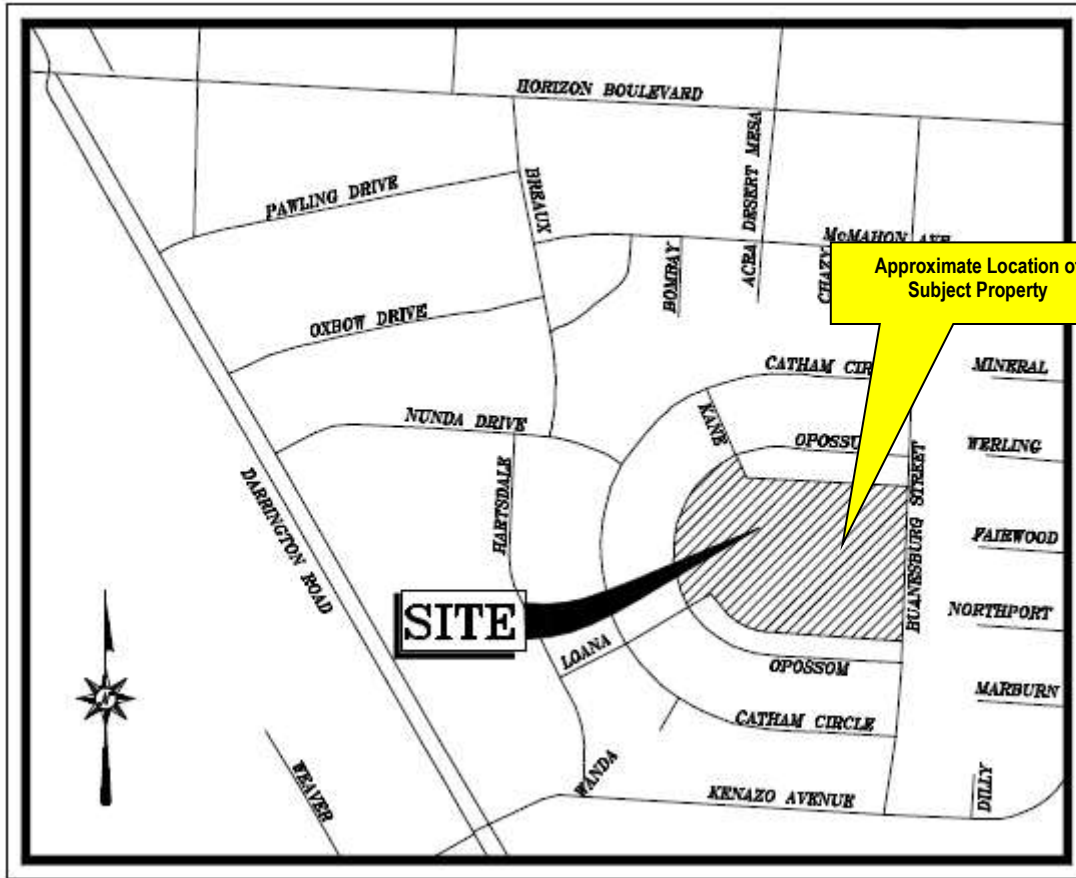
The City responded to the District's concern and informed them the City had requested new street names for the proposed Replat.

Attachments:

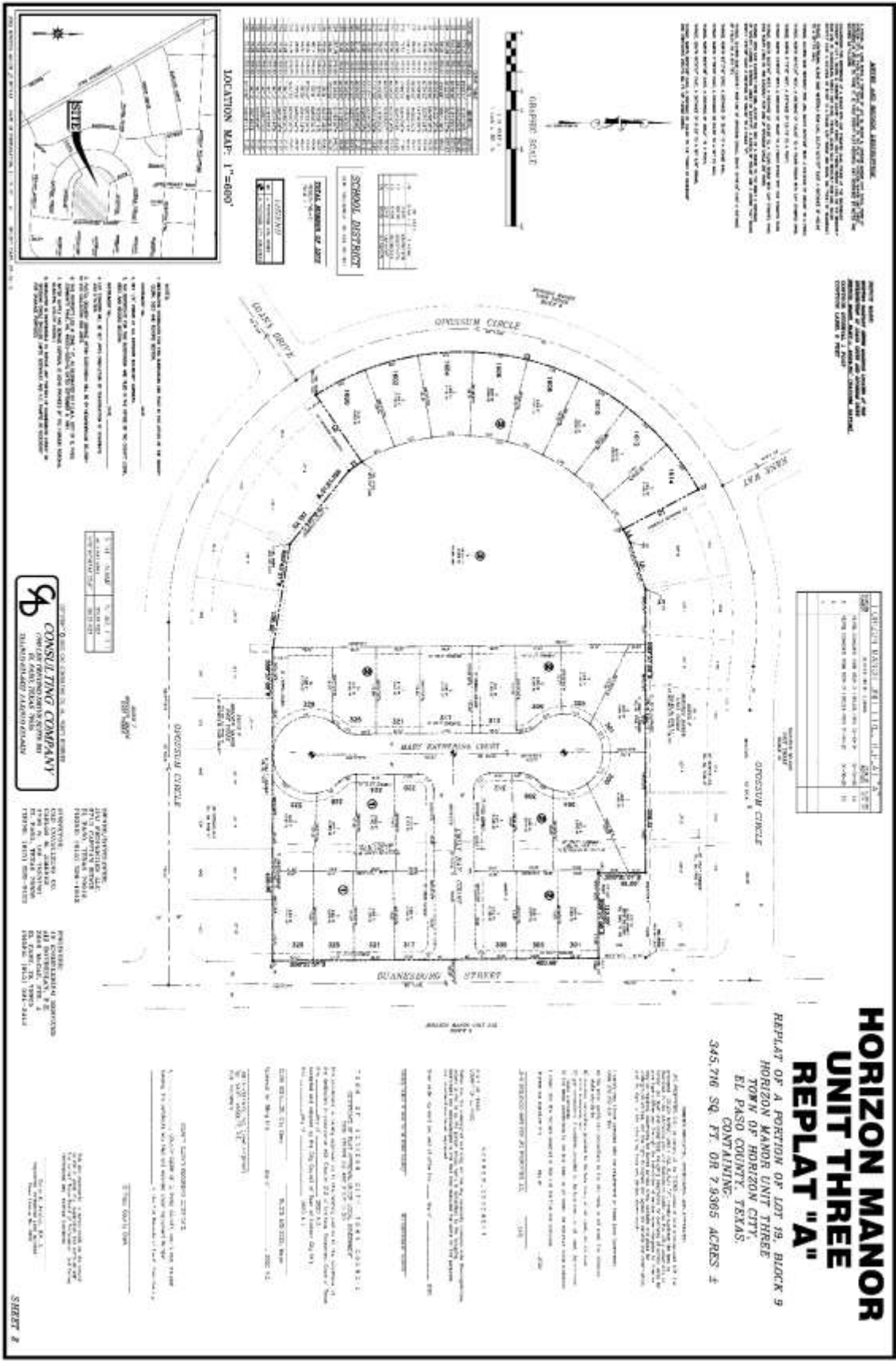
- 1 - Zoning Designation (Rezoned 6/12/18 to R-2)**
- 2 – Aerial**
- 3 - Plat Location Map**
- 4 – Preliminary and Final Plats**
- 5 – Application**

Attachment 3: Location Map

LOCATION MAP: 1"=600'



JOB# HORIZON MANOR #3 REPLAT DATE OF PREPARATION: 11-17-17 ML



Attachment 5: Application



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

REPLAT APPLICATION

SUBDIVISION ASSIGNED NAME HORIZON MANOR UNIT THREE REPLAT A DATE _____

1 LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
APARTION OF LOT 19, BLOCK 9, HORIZON MANOR UNIT THREE

2 PROPERTY LAND USES

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	_____	<u>31</u>	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	_____	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	<u>2.4206</u>	<u>1</u>
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK	_____	_____		_____	_____
SCHOOL	_____	_____		_____	_____
COMMERCIAL	_____	_____	TOTAL NO. SITES	_____	<u>31</u>
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	_____	_____

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

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

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

6 WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) DRAIN TO POND

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

8 PRICE RANGE _____ TO _____ FINANCED UNDER FHA VA CONVENTIONAL

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

10 IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES NO

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

12 WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY MEDIANS OTHER

13 REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES _____

14 WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES NO INITIALS EA

IF YES: PROVIDE THE REQUIRED GUARANTEE PER SECTION 4.10.3 & 8.17, ORD. #35 (ATTACH COPY)

15 WILL ANY RESTRICTIONS AND COVENANTS BE RECORDED WITH PLAT? YES NO INITIALS E.A. IF YES, PLEASE ATTACH COPY.

16 OWNER OF RECORD JPD PROPERTIES LLC 6713 CAPITAN RIDGE 750-1913

(NAME & ADDRESS) (ZIP) (PHONE)

17 OPTIONEE _____

(NAME & ADDRESS) (ZIP) (PHONE)

18 DEVELOPER _____

(NAME & ADDRESS) (ZIP) (PHONE)

19 ENGINEER US ENGINEERING SERVICES 3616 H. ABE 591-3312

(NAME & ADDRESS) (ZIP) (PHONE)

20 APPLICANT CAD CONSULTING CO. 1790 N. LEE TREVINO 633-6422

(NAME & ADDRESS) (ZIP) (PHONE)

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

Applicant Signature [Signature] EMAIL [Email]

APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING

Acceptance of fee does not grant acceptance of application.

Non Refundable Deposit \$800, & Fees: \$250 (\$100 Replat & \$150 Improvement Plan), Publishing Fee Deposit (if applicable): \$250

METES AND BOUNDS DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 19, BLOCK 9, HORIZON MANOR UNIT THREE, TOWN OF HORIZON CITY, EL PASO COUNTY TEXAS, AS SHOWN ON THE PLAT OF HORIZON MANOR UNIT THREE, RECORDED IN VOLUME 35, PAGE 17, EL PASO COUNTY PLAT RECORDS, AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE AT A REBAR WITH CAP STAMPED 2449, FOUND AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 9, HORIZON MANOR UNIT THREE, SAID FOUND REBAR LYING ON THE WESTERLY ROW LINE OF DUANESBURG STREET (60' ROW); THENCE, ALONG SAID WESTERLY ROW LINE, SOUTH 00°31'57" EAST A DISTANCE OF 61.00' TO A FOUND 5/8" REBAR AND BEING THE "POINT OF BEGINNING"; THENCE, CONTINUING ALONG SAID WESTERLY ROW LINE, SOUTH 00°31'57" EAST A DISTANCE OF 420.49' TO A SET PK NAIL;

THENCE, LEAVING SAID WESTERLY ROW LINE, SOUTH 89°57'28" WEST A DISTANCE OF 405.00' TO A POINT;

THENCE, NORTH 80°43'37" WEST, A DISTANCE OF 135.92' TO A FOUND REBAR WITH CAP STAMPED 2448;

THENCE, NORTH 91°13'15" WEST, A DISTANCE OF 121.73' TO A POINT;

THENCE, NORTH 34°28'18" WEST, A DISTANCE OF 20.00' TO A FOUND REBAR WITH CAP STAMPED 2449;

THENCE, SOUTH 55°14'42" WEST, A DISTANCE OF 105.00' TO A FOUND REBAR WITH CAP STAMPED 2449, SAID REBAR LYING ON THE EASTERLY ROW LINE OF OPOSSUM CIRCLE (60' ROW);

THENCE, WITH SAID EASTERLY ROW LINE, ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 570.37', HAVING A CENTRAL ANGLE OF 93°22'17", A RADIUS OF 350.00' AND A CHORD THAT BEARS NORTH 13°51'05" EAST A DISTANCE OF 509.32' TO A FOUND "X";

THENCE, LEAVING SAID EASTERLY ROW LINE OF OPOSSUM CIRCLE, SOUTH 27°49'42" EAST A DISTANCE OF 110.01' TO A SET "X";

THENCE, NORTH 62°10'18" EAST, A DISTANCE OF 20.00' TO A FOUND NAIL;

THENCE, NORTH 71°58'22" EAST, A DISTANCE OF 63.39' TO A SET PK NAIL;

THENCE, NORTH 89°57'28" EAST, A DISTANCE OF 366.21' TO A POINT;

THENCE, SOUTH 00°31'57" EAST, A DISTANCE OF 61.00' TO A SET 5/8" REBAR;

THENCE, NORTH 89°57'28" EAST, A DISTANCE OF 110.00' TO THE "POINT OF BEGINNING" AND CONTAINING 345,716 SQ. FT. OR 7.9365 ACRES.

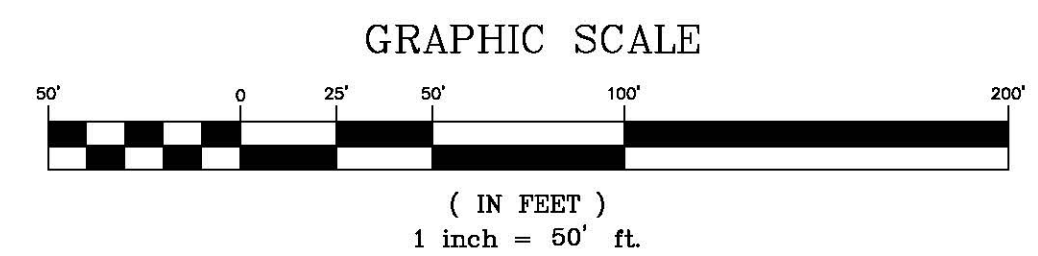
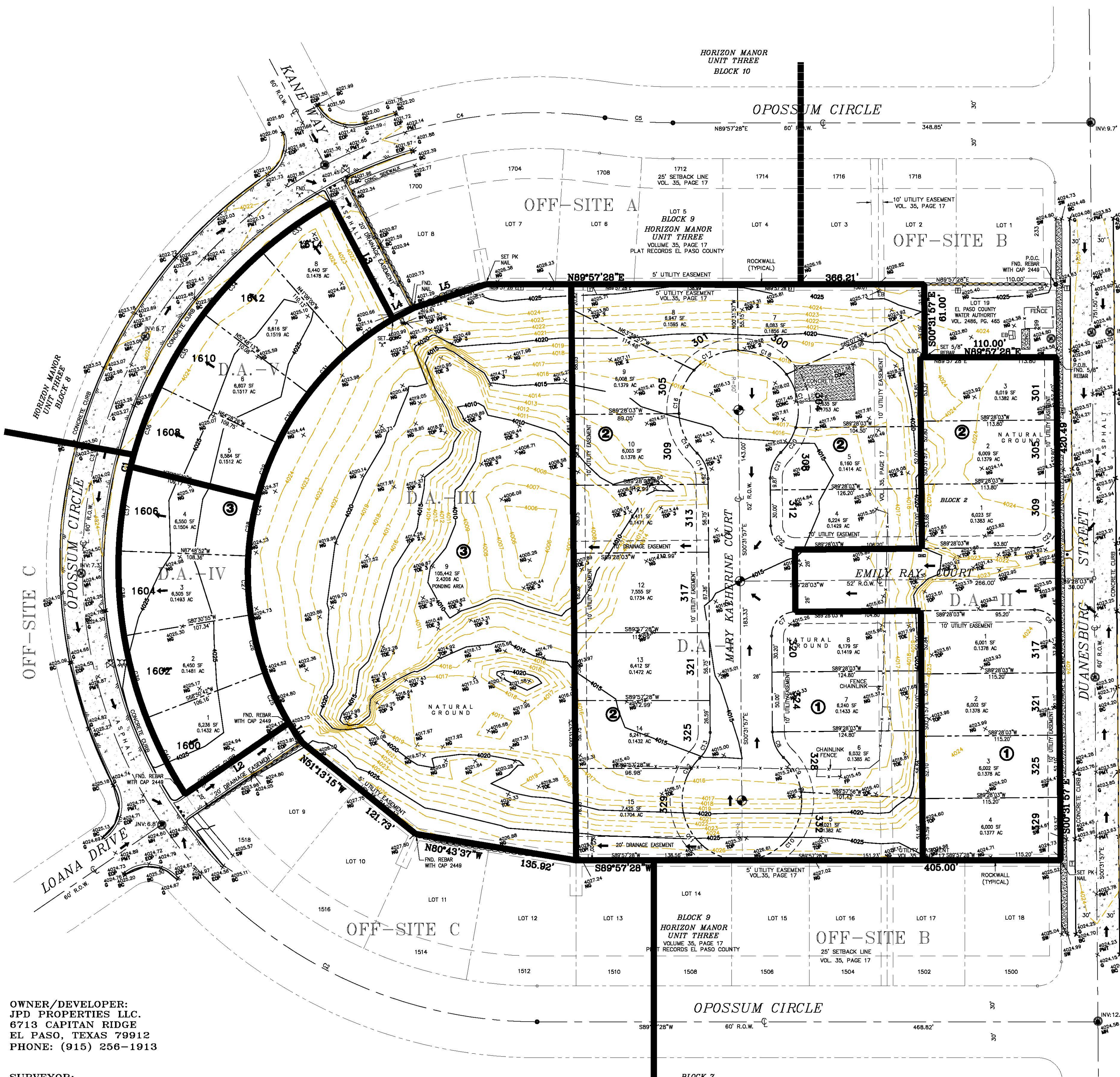
HORIZON MANOR UNIT THREE REPLAT "A"

REPLAT OF A PORTION OF LOT 19, BLOCK 9 HORIZON MANOR UNIT THREE TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS. CONTAINING: 345,716 SQ. FT. OR 7.9365 ACRES ± **PRELIMINARY**

DRAINAGE AREA	AREA (Acres)	C	I ₁₀ (in/hr)	C ₁₀ (in/hr)	I ₁₀₀ (in/hr)	C ₁₀₀ (in/hr)
I	3.09	4.0	0.60	5.31	9.84	6.34
II	1.23	4.0	0.60	5.31	3.92	6.34
III	2.42	4.0	0.33	5.31	4.24	6.34
IV	0.59	4.0	0.60	5.31	1.88	6.34
V	0.60	4.0	0.60	5.31	1.92	6.34
OFF-SITE	14.66	4.0	0.60	5.31	46.68	6.34
OFF-SITE	24.78	4.0	0.60	5.31	78.89	6.34
OFF-SITE	18.60	4.0	0.60	5.31	59.22	6.34

REVISION NUMBER	DESCRIPTION OF REVISION	DATE OF REVISION	REVISION DONE BY
1.	REVISE COMMENTS FROM TOWN OF HORIZON FROM 12-30-19	01-03-20	EA
2.	REVISE COMMENTS FROM TOWN OF HORIZON FROM 01-07-20	01-08-20	EA
3.			
4.			

- NOTES:**
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
 - INSTRUMENT NO. _____ DATE _____
 - SET 1/2" REBAR AT ALL EXTERIOR BOUNDARY CORNERS.
 - TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
 - INSTRUMENT NO. _____ DATE _____
 - LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
 - POSTAL DELIVERY SERVICE WITHIN SUBDIVISION WILL BE BY NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
 - THIS PROPERTY LIES IN ZONE "X", AS DESIGNATED BY F.E.M.A.; CITY OF EL PASO, COMMUNITY PANEL NO. 480212-0250-B, DATED SEPTEMBER 9, 1991.
 - WATER SUPPLY AND SEWAGE DISPOSAL IS BEING PROVIDED BY THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT
 - DEVELOPER IS RESPONSIBLE TO REPAVE ANY PORTION OF DUANESBURG STREET OR OPOSSUM CIRCLE (INCLUDE LIMITS, SIDEWALKS AND H.C. RAMPS) AS NECESSARY FOR DRAINAGE PURPOSES.

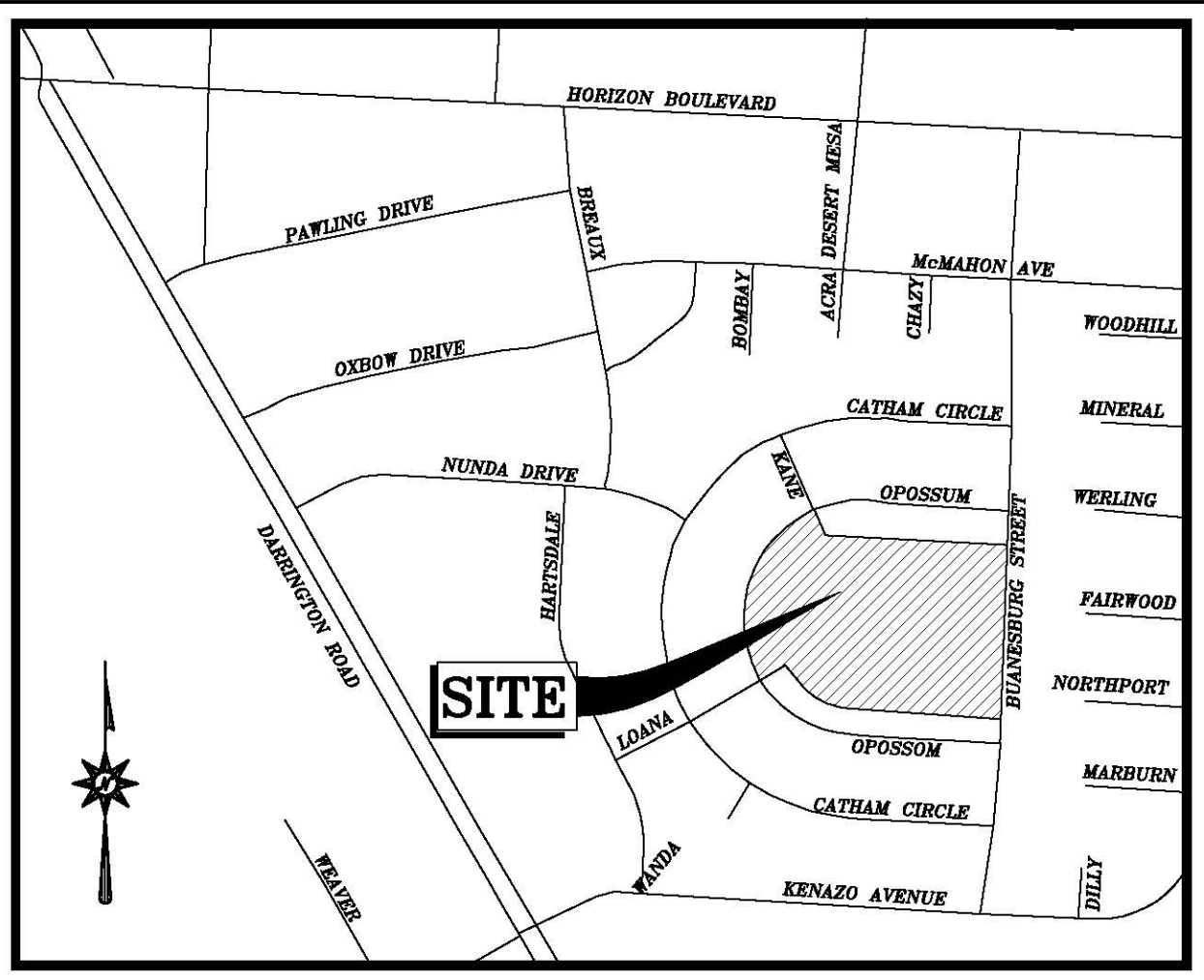


CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	570.37	350.00	93°22'17"	N13°51'05"E	509.32
C2	368.56	380.00	55°34'14"	S62°19'23"E	354.28
C3	640.96	380.00	86°38'36"	S13°31'00"W	587.64
C4	241.26	380.00	36°22'38"	S80°21'37"W	237.23
C5	56.98	380.00	8°32'28"	S85°44'48"E	56.93
C6	31.42	20.00	90°00'00"	N45°19'17"W	28.28
C7	31.42	20.00	90°00'00"	S44°28'03"W	28.28
C8	23.86	30.00	45°34'23"	S23°19'08"E	23.24
C9	33.15	50.00	37°58'58"	N27°08'52"W	32.54
C10	85.59	50.00	98°43'22"	N40°55'02"E	76.52
C11	106.77	50.00	122°20'38"	S28°52'3"E	87.61
C12	11.12	50.00	12°44'20"	S38°40'18"W	11.09
C13	23.86	30.00	45°34'23"	N22°15'14"E	23.24
C14	23.86	30.00	45°34'23"	N23°19'08"W	23.24
C15	37.27	50.00	42°42'28"	S24°45'07"E	36.41
C16	39.57	50.00	45°20'29"	S19°18'20"W	38.54
C17	41.37	50.00	47°31'28"	S85°42'19"W	40.29
C18	46.89	50.00	53°43'44"	N63°40'05"W	45.19
C19	46.89	50.00	53°43'44"	N09°28'11"E	45.19
C20	24.54	50.00	28°08'55"	N30°58'58"E	24.29
C21	23.86	30.00	45°34'23"	S22°15'14"W	23.24
C22	31.42	20.00	90°00'00"	S45°31'57"E	28.28
C23	31.42	20.00	90°00'00"	N44°28'03"E	28.28
C24	387.36	246.60	90°00'00"	S14°23'55"W	348.75
C25	46.85	246.60	10°53'08"	S25°09'31"E	46.78
C26	49.56	246.60	11°30'51"	S13°57'32"E	49.47
C27	49.33	246.60	11°27'41"	S22°28'18"E	49.25
C28	49.14	246.60	11°25'01"	S08°58'05"W	49.06
C29	48.99	246.60	11°22'59"	S20°22'05"W	48.91
C30	48.90	246.60	11°21'39"	S31°44'24"W	48.82
C31	48.85	246.60	11°21'05"	S43°55'46"W	48.76
C32	45.74	246.60	10°57'35"	S43°03'07"W	45.67
C33	71.29	350.00	11°40'13"	S54°42'07"W	71.17
C34	71.29	350.00	11°40'13"	S43°01'54"W	71.17
C35	71.29	350.00	11°40'13"	S31°21'41"W	71.17
C36	71.29	350.00	11°40'13"	S19°41'28"W	71.17
C37	71.29	350.00	11°40'13"	S08°01'15"W	71.17
C38	71.29	350.00	11°40'13"	S03°38'58"E	71.17
C39	71.29	350.00	11°40'13"	S1°19'11"E	71.17
C40	71.35	350.00	11°40'46"	S28°59'41"E	71.22

LINE	LENGTH	BEARING
L1	20.00	N34°28'18"W
L2	105.00	S55°31'42"W
L3	110.01	S72°48'42"E
L4	20.00	N8°10'18"E
L5	63.39	N71°58'22"E

BC	= BACK OF CURB
NG	= NATURAL GROUND
PMT	= PAVEMENT
G	= GUTTER
FP	= FENCE POST
RW	= ROCKWALL
CONC	= CONCRETE
EOP	= EDGE OF PAVEMENT
EB	= ELECTRIC BOX
WM	= WATER METER
MH	= MANHOLE
TB	= TELEPHONE BOX
EM	= ELECTRIC MARKER
WV	= WATER VALVE
GP	= GUARD POST
MB	= PROPOSED MAIL BOXES
CS	= PROPOSED CITY MONUMENT

LOCATION MAP: 1"=600'



OWNER/DEVELOPER:
JPD PROPERTIES LLC.
6713 CAPITAN RIDGE
EL PASO, TEXAS 79912
PHONE: (915) 256-1913

SURVEYOR:
CAD CONSULTING CO.
CARLOS M. JIMENEZ
1790 N. LEE TREVINO
EL PASO, TEXAS 79936
PHONE: (915) 633-6422

ENGINEER:
4S ENGINEERING SERVICES
ALI BOURESLAN, P.E.
3616 McRAE, STE. A
EL PASO, TX 79925
PHONE: (915) 591-3312

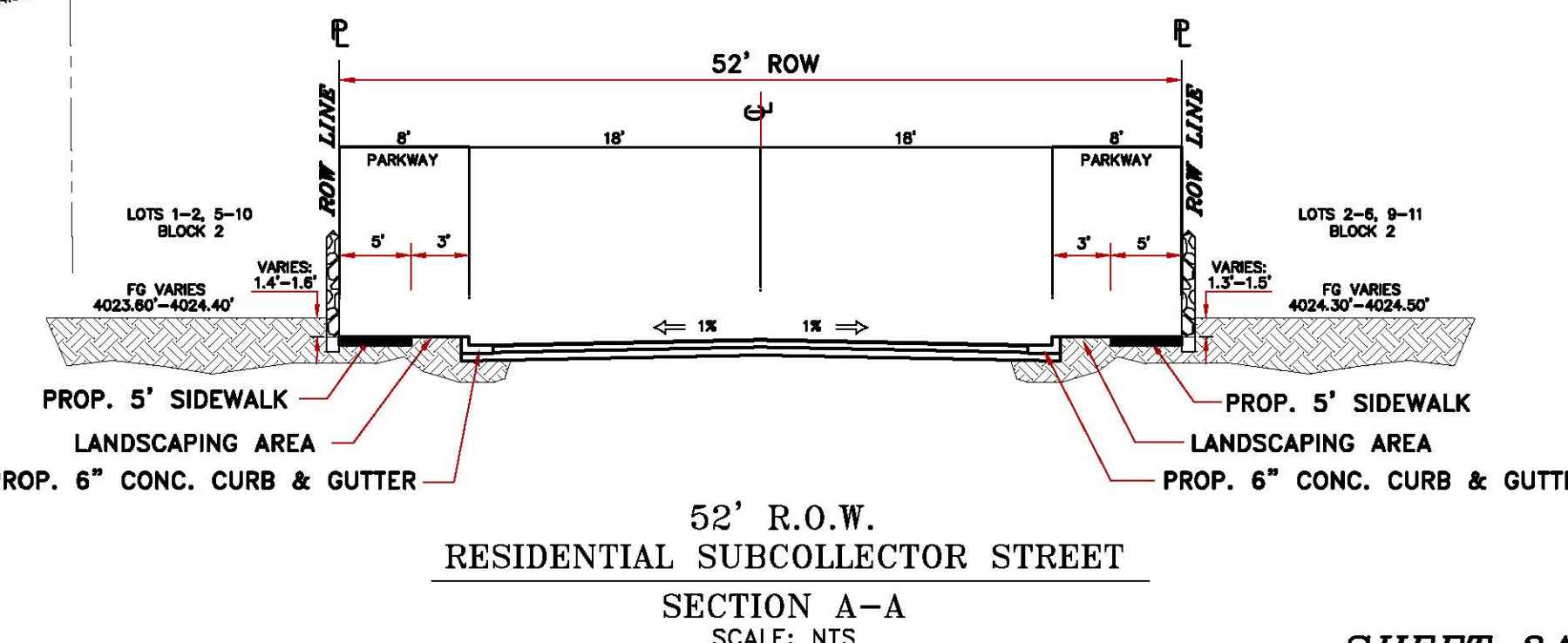
BENCH MARK:
EXISTING SANITARY SEWER MANHOLE LOCATED AT THE INTERSECTION OF LOANA DRIVE AND OPOSSUM DRIVE
BENCH MARK ELEV. = 4024.60' (NAVD88 DATUM)
CONTOUR INTERVAL 1 FOOT
CONTOUR LABEL 5 FEET

STREET NAME	LINEAR FEET
EMILY RAY STREET	266.00 FEET
MARY KATHERINE COURT	326.33 FEET

CONSULTING COMPANY
1790 LEE TREVINO DRIVE SUITE 503
EL PASO, TEXAS 79936
TEL(915) 633-6422 FAX(915) 633-6424

TOTAL NUMBER OF LOTS
RESIDENTIAL=31
POND = 1

SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT



HORIZON MANOR UNIT THREE REPLAT "A"

REPLAT OF A PORTION OF LOT 19, BLOCK 9 HORIZON MANOR UNIT THREE TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS. CONTAINING: 345,716 SQ. FT. OR 7.9365 ACRES ±

REVISION NUMBER	DESCRIPTION OF REVISION	DATE OF REVISION	REVISION DONE BY
1.	REVISE COMMENTS FROM TOWN OF HORIZON FROM 12-30-19	01-03-20	EA
2.	REVISE COMMENTS FROM TOWN OF HORIZON FROM 01-07-20	01-08-20	EA
3.			
4.			

METES AND BOUNDS DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 19, BLOCK 9, HORIZON MANOR UNIT THREE, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS, AS SHOWN ON THE PLAT OF HORIZON MANOR UNIT THREE, RECORDED IN VOLUME 35, PAGE 17, EL PASO COUNTY PLAT RECORDS, AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE AT A REBAR WITH CAP STAMPED 2449, FOUND AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 9, HORIZON MANOR UNIT THREE, SAID FOUND REBAR LYING ON THE WESTERLY ROW LINE OF DUANESBURG STREET (60' ROW); THENCE, ALONG SAID WESTERLY ROW LINE, SOUTH 00°31'57" EAST A DISTANCE OF 61.00' TO A FOUND 5/8" REBAR AND BEING THE "POINT OF BEGINNING"; THENCE, CONTINUING ALONG SAID WESTERLY ROW LINE, SOUTH 00°31'57" EAST A DISTANCE OF 420.49' TO A SET PK NAIL;

THENCE, LEAVING SAID WESTERLY ROW LINE, SOUTH 89°57'28" WEST A DISTANCE OF 405.00' TO A POINT;

THENCE, NORTH 80°43'37" WEST, A DISTANCE OF 135.92' TO A FOUND REBAR WITH CAP STAMPED 2449;

THENCE, NORTH 51°31'15" WEST, A DISTANCE OF 121.73' TO A POINT;

THENCE, NORTH 34°28'18" WEST, A DISTANCE OF 20.00' TO A FOUND REBAR WITH CAP STAMPED 2449;

THENCE, SOUTH 53°14'42" WEST, A DISTANCE OF 105.00' TO A FOUND REBAR WITH CAP STAMPED 2449, SAID REBAR LYING ON THE EASTERLY ROW LINE OF OPOSSUM CIRCLE (60' ROW);

THENCE, WITH SAID EASTERLY ROW LINE, ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 570.37', HAVING A CENTRAL ANGLE OF 83°22'17", A RADIUS OF 350.00' AND A CHORD THAT BEARS NORTH 13°51'05" EAST A DISTANCE OF 508.32' TO A FOUND "X";

THENCE, LEAVING SAID EASTERLY ROW LINE OF OPOSSUM CIRCLE, SOUTH 27°49'42" EAST A DISTANCE OF 110.01' TO A SET "X";

THENCE, NORTH 62°10'18" EAST, A DISTANCE OF 20.00' TO A FOUND NAIL;

THENCE, NORTH 71°58'22" EAST, A DISTANCE OF 63.39' TO A SET PK NAIL;

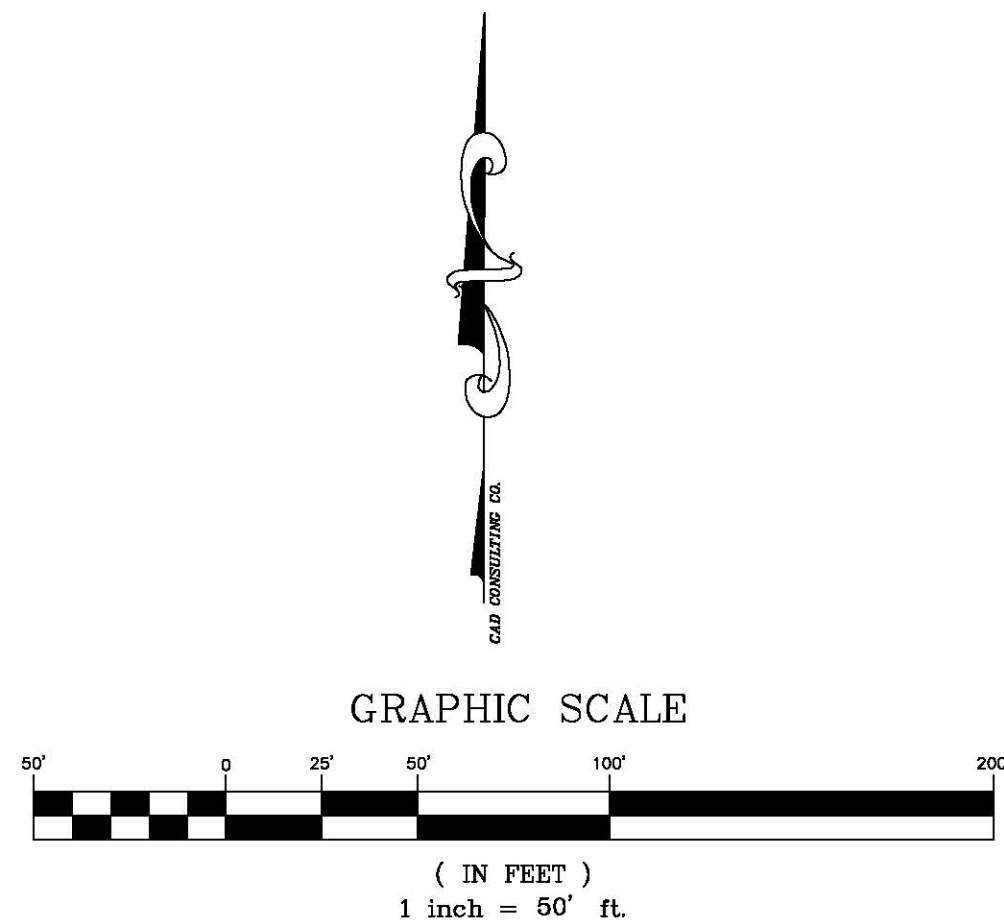
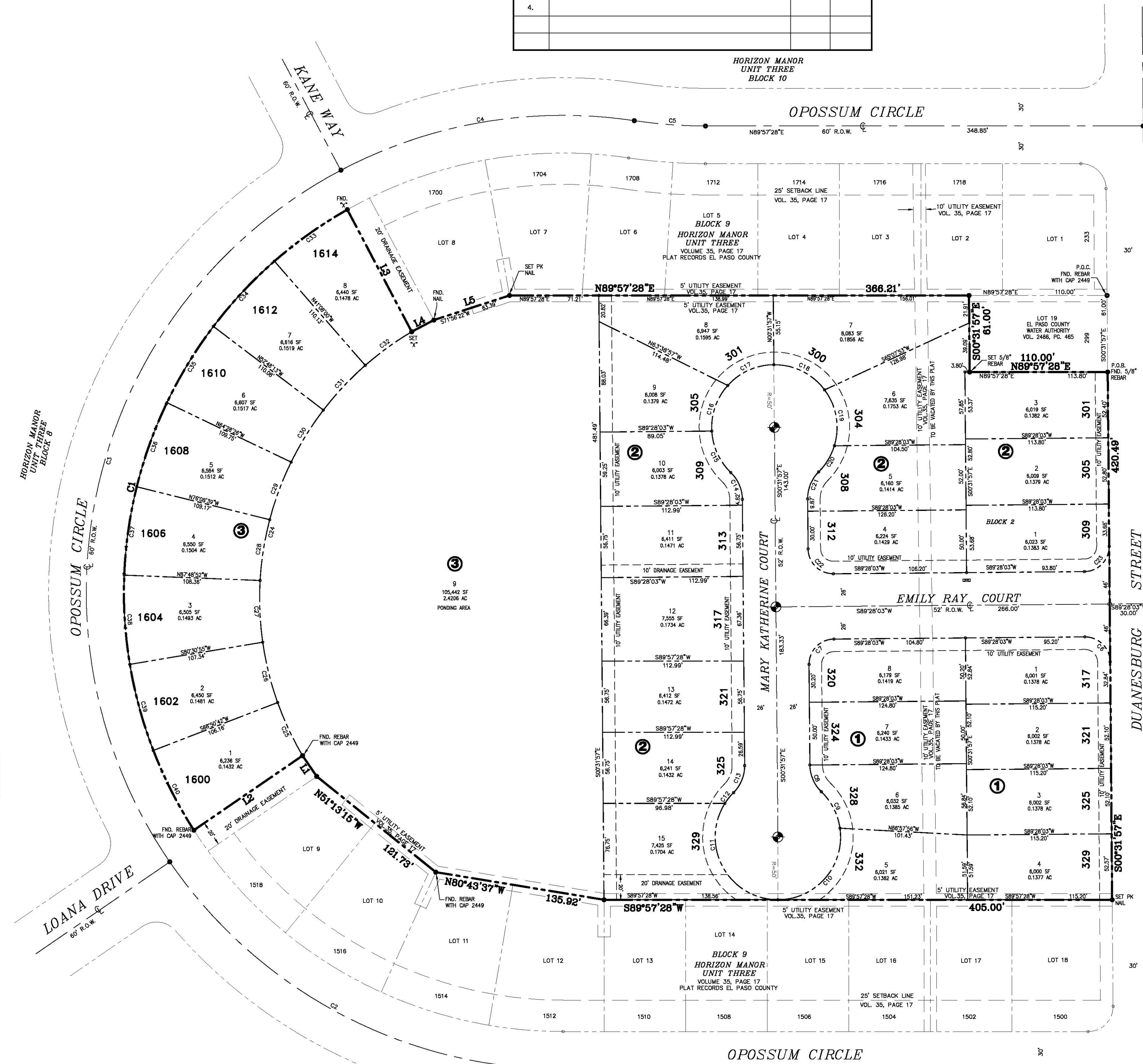
THENCE, NORTH 89°57'28" EAST, A DISTANCE OF 366.21' TO A POINT;

THENCE, SOUTH 00°31'57" EAST, A DISTANCE OF 61.00' TO A SET 5/8" REBAR;

THENCE, NORTH 89°57'28" EAST, A DISTANCE OF 110.00' TO THE "POINT OF BEGINNING" AND CONTAINING 345,716 SQ. FT. OR 7.9365 ACRES.

BENCH MARK

EXISTING SANITARY SEWER MANHOLE LOCATED AT THE INTERSECTION OF LOANA DRIVE AND OPOSSUM DRIVE BENCH MARK ELEV. - 4024.80' (NAVD88 DATUM) CONTOUR INTERVAL 1 FOOT CONTOUR LABEL 6 FEET



CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	570.37	350.00	83°22'17"	N13°51'05"E	509.32
C2	368.56	380.00	55°34'14"	S82°15'25"E	354.28
C3	640.98	380.00	89°38'36"	S13°31'00"W	567.64
C4	241.26	380.00	38°22'38"	S80°21'37"W	237.23
C5	56.98	380.00	8°35'28"	S85°44'48"E	56.93
C6	31.42	20.00	90°00'00"	N45°31'57"W	28.28
C7	31.42	20.00	90°00'00"	S44°28'03"E	28.28
C8	23.86	30.00	45°34'23"	S23°19'08"E	23.24
C9	33.15	50.00	37°58'56"	N27°06'52"W	32.54
C10	85.59	50.00	88°04'52"	N40°35'02"E	75.52
C11	106.77	50.00	122°20'38"	S28°52'13"E	87.61
C12	11.12	50.00	124°42'00"	S88°40'18"W	11.09
C13	23.86	30.00	45°34'23"	N22°15'14"E	23.24
C14	23.86	30.00	45°34'23"	N23°19'08"W	23.24
C15	37.27	50.00	42°42'25"	S24°43'07"E	36.41
C16	35.97	50.00	45°02'29"	S13°18'20"W	36.54
C17	41.37	50.00	47°31'28"	S85°42'19"W	40.29
C18	46.89	50.00	53°43'44"	N8°34'05"W	45.19
C19	46.89	50.00	53°43'44"	N09°58'21"W	45.19
C20	24.54	50.00	28°02'56"	N30°58'58"E	24.29
C21	23.86	30.00	45°34'23"	S23°15'14"W	23.24
C22	31.42	20.00	90°00'00"	S45°31'57"E	28.28
C23	31.42	20.00	90°00'00"	N44°28'03"E	28.28
C24	387.36	246.60	90°00'00"	S14°23'55"W	348.75
C25	46.85	246.60	105°33'08"	S22°03'11"E	46.78
C26	49.56	246.60	110°30'51"	S13°57'32"E	49.47
C27	49.33	246.60	112°7'41"	S02°28'16"E	49.25
C28	49.14	246.60	112°51'01"	S08°38'05"W	49.06
C29	48.89	246.60	112°23'08"	S20°22'05"W	48.91
C30	48.90	246.60	112°13'39"	S31°44'24"W	48.82
C31	48.86	246.60	112°10'06"	S43°05'46"W	48.78
C32	45.74	246.60	109°37'35"	S54°05'07"W	45.67
C33	71.29	350.00	114°01'13"	S84°42'07"W	71.17
C34	71.29	350.00	114°01'13"	S43°01'54"W	71.17
C35	71.29	350.00	114°01'13"	S31°21'41"W	71.17
C36	71.29	350.00	114°01'13"	S19°41'28"W	71.17
C37	71.29	350.00	114°01'13"	S08°01'15"W	71.17
C38	71.29	350.00	114°01'13"	S03°38'58"E	71.17
C39	71.29	350.00	114°01'13"	S15°19'11"E	71.17
C40	71.35	350.00	114°01'48"	S26°59'41"E	71.22

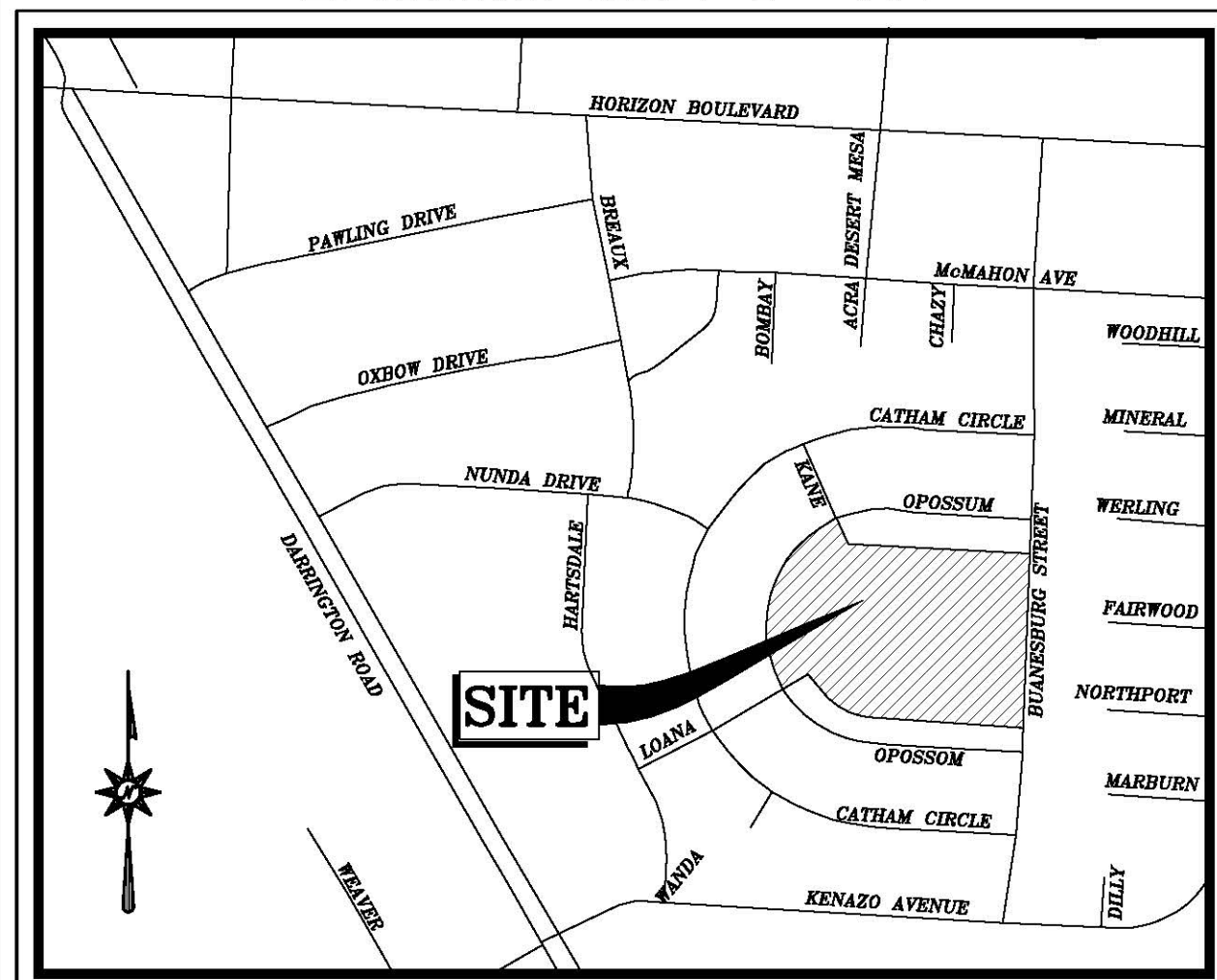
LINE	LENGTH	BEARING
L1	20.00	N34°28'18"W
L2	105.00	S55°31'42"W
L3	110.01	S27°49'42"E
L4	20.00	N62°10'18"E
L5	63.39	N71°58'22"E

SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT

TOTAL NUMBER OF LOTS
RESIDENTIAL = 31
POND = 1

LEGEND	DESCRIPTION
☐	PROPOSED MAIL BOXES
☐	PROPOSED CITY MONUMENT

LOCATION MAP: 1"=600'



- NOTES:
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
 - SET 1/2" REBAR AT ALL EXTERIOR BOUNDARY CORNERS.
 - TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
 - LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
 - POSTAL DELIVERY SERVICE WITHIN SUBDIVISION WILL BE BY NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
 - THIS PROPERTY LIES IN ZONE "X", AS DESIGNATED BY F.E.M.A.; CITY OF EL PASO, COMMUNITY PANEL NO. 480212-0250-B, DATED SEPTEMBER 9, 1991.
 - WATER SUPPLY AND SEWAGE DISPOSAL IS BEING PROVIDED BY THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT.
 - DEVELOPER IS RESPONSIBLE TO REPAVE ANY PORTION OF DUANESBURG STREET OR OPOSSUM CIRCLE (INCLUDE LIMITS, SIDEWALKS AND H.C. RAMPS) AS NECESSARY FOR DRAINAGE PURPOSES.

STREET NAME	LINEAR FEET
EMILY RAY STREET	286.00 FEET
MARY KATHERINE COURT	326.33 FEET

OWNER/DEVELOPER:
JPD PROPERTIES LLC.
6713 CAPITAN RIDGE
EL PASO, TEXAS 79912
PHONE: (915) 256-1913

SURVEYOR:
CAD CONSULTING CO.
CARLOS M. JIMENEZ
1790 N. LEE TREVINO
EL PASO, TEXAS 79936
PHONE: (915) 633-6422

ENGINEER:
4S ENGINEERING SERVICES
ALI BOURSLAN, P.E.
3616 McRAE, STE. A
EL PASO, TX 79925
PHONE: (915) 581-3312

CONSULTING COMPANY
1790 LEE TREVINO DRIVE, SUITE 503
EL PASO, TEXAS 79936
TEL(915) 633-6422 FAX(915) 633-6424

OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION

JPD PROPERTIES LLC, as owners of the 7.9365 acres of land encompassed with the proposed HORIZON MANOR UNIT THREE, REPLAT "A", hereby subdivide the land as described in this subdivision plat and dedicate to public use the utility easements as herein laid out and designated, including easements for overhead of service wires for pole type utilities and the right for installation of service poles alongside lot lines as may be required, easements for buried service wires, conduits and pipes for underground utilities, and the right to ingress and egress for service and construction, and the right to trim interfering trees and shrubs, shown herein.

I certify that I have complied with the requirement of Texas Local Government Code 232.032 and that:

- the water quality and connections to the lots meet, or will meet, the minimum state standards;
- electrical connections provided to the lots meet, or will meet, the minimum state standards; and
- gas connections, if available, provided to the lots meet, or will meet, the minimum state standards;

D) the sewer connections to the lots meet, or will meet, the minimum state standards.

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

Witness our signature this _____ day of _____, 2020.

JOHN DESLONGCHAMPS FOR JPD PROPERTIES LLC. DATE _____

STATE OF TEXAS COUNTY OF EL PASO

ACKNOWLEDGEMENT

Before me, the undersigned authority, on this day personally appeared John Deslongchamps, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations herein expressed.

Given under my hand and seal of office this _____ day of _____, 2020.

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

TOWN OF HORIZON CITY TOWN COUNCIL
CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE 212.009 (c) AND 212.015 (b)

This subdivision is hereby approved as to the platting and as to the conditions of the dedication in accordance with Chapter 212 of the local Government Code of Texas this _____ day of _____, 2020 A.D.

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

ELVIA SCHULLER, City Clerk RUBEN MENDOZA, Mayor

Approved for filling this _____ day of _____, 2020 A.D.

HUITT-ZOLLARS, INC. (Town Engineer)
By: ISABEL VASQUEZ, P.E.
VICE PRESIDENT

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF EL PASO COUNTY, certify that the plat bearing this certificate was filed and recorded under Instrument Number _____ in the Plat Records of the El Paso County.

El Paso County Clerk

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

Carlos M. Jimenez, R.P.L.S.
Registered Professional Land Surveyor
Texas License No. 3950



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: March 20, 2020

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On the resubmitted Final Plat application for Rancho Desierto Bello Unit Twelve Subdivision (SUB002440-2020), legally described as being a portion of Leigh Clark Survey No. 297, Section 44, Block 78, Township 43 and Section 5, Block 78. Township 4, Texas and Pacific Railroad Company, Town of Horizon City, El Paso County, Texas. Containing 20.766 acres ± Application submitted by TRE & Associates, L.L.C.

On the recording plat application and authorizing the Mayor to sign the recording plat and subdivision construction agreement for the Rancho Desierto Bello Unit 12 subdivision (SUB002440-2020), legally described as being a portion of Leigh Clark Survey No. 297, Section 44, Block 78, Township 43 and Section 5, Block 78. Township 4, Texas and Pacific Railroad Company, Town of Horizon City, El Paso County, Texas. Containing 20.766 acres ± Application submitted by TRE & Associates, L.L.C.

On March 16, 2020, the Planning and Zoning Commission voted unanimously to recommend that the City Council approve the final plat application for the Rancho Desierto Bello subdivision with the condition that staff comments be addressed prior to City Council action. They are resubmitting the final plat application in order to record the plat prior to the completion of the street and drainage improvements.

The applicant has provided a revised plat that addresses the comments listed on the staff report. Staff recommends approval of the final plat application.

Additionally, staff has requested that the applicant provide a recording plat application for consideration by the City Council on March 25, 2020. As of the release of the agenda, staff has not received that recording plat application and subdivision construction agreement. Staff's recommendation will be provided at the City Council meeting.

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

History:

The City Council approved the preliminary plat application for this subdivision on November 13, 2018 and the first final plat application on May 14, 2019.



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report
RE-SUBMITTAL

Case No.: SUB-002440-2020 - Rancho Desierto Bello Unit Twelve
Application Type: Final Plat
P&Z Hearing Date: March 16, 2020
Staff Contact: Michelle Padilla, Planning Director
915-852-1046 ext.105; mpadilla@horizoncity.org

Address/Location: The vacant parcel is located to the west of Darrington Road, between the Ricardo Estrada Middle School driveway and LTV Road.

Legal Description: A portion of Leigh Clark Survey No. 297, Section 44, Block 78, Township 3 and Section 5, Block 78, Township 4, Texas and Pacific Railroad Company, Town of Horizon City, El Paso County, Texas

Acreage: Approximately 20.766 ± Acres

Existing Use: Vacant

Existing Zoning: R-9 (Residential)

Owner: SDC Development, LTD.
Applicant: TRE & Associates, L.L.C.

Surrounding Zoning and Land Use:

North: R-9 (Residential) and County of El Paso (Horizon View Estates)

South: County of El Paso – Horizon View Estates

East: County of El Paso – Horizon View Estates

West: R-2 (Residential) - Vacant

Future Land Use Designation: Single Family Detached Homes

Nearest Park: Golden Eagle Park

Nearest School: Ricardo Estrada Middle School

Application Description:

The proposed subdivision includes 72 lots for single-family residential development, the smallest lot measuring approximately 6,050 square feet and the largest lot measuring approximately 16,112 square feet in size. On February 20, 2020, a second final plat application was submitted as the applicant now requests to record the subdivision prior to improvements being completed. Such improvements are currently under construction. The applicant will be required to provide a performance bond based on the cost estimates for the remaining improvements as approved by the Public Works Director and Town Engineer.

The preliminary plat for this subdivision was recommended for approval by the Planning and Zoning Commission on October 15, 2018 and was approved by City Council on November 13, 2018. The first final plat application for this subdivision was recommended for approval by the Planning and Zoning Commission on April 15, 2019 and was approved by the City Council on May 14, 2019.

In accordance with Section 2.8.1 of the Subdivision Ordinance, the proposed subdivision is not adjoining to other properties, hence the developer qualifies to pay parkland fees in lieu of dedicating parkland. Fees in the amount of \$28,800 will be paid prior to the recording of the final plat.

Staff Recommendation:

Staff recommends *approval* of the proposed final plat with the following condition:

1. All comments are shall be addressed prior to City Council action.

Planning Comments:

1. Based on the estimated number of total lots at full build out, a second point of access will be required. A Traffic Impact Analysis is requested for the entire development. On February 27, 2020 staff and the Town Engineer met with the developer to coordinate and discuss the scope for the required TIA. The TIA will be required to be submitted prior to or with the final plat application for Rancho Desierto Bello Unit 13.
2. Please submit CCR for review as noted on plat note #8.
3. Remove plat note #12. The dedication statement accounts for the improvements being dedicated to the City for maintenance.
4. Plat notes 10 and 11 have references to “Lot” and such references need to be corrected to read “Lots” where applicable.
5. An Original Tax Certificate will be required with the Recording Plat application.
6. Parkland Fees in lieu of parkland dedication are estimated at **\$28,800**. Fees are required to be paid prior to filing plat.
7. Please list all revision dates on the face of the submitted revised plat
8. All comments shall be addressed prior to City Council action. In order to provide the City with the 15 day review period in accordance with the Texas Local Government Code, it is recommended that the Developer submit revised plats and/or additional documentation by no later than **March 26, 2020**.

Public Works Director Comments:

On February 25, 2020 the PW Director states that previous review comments of 5/9/2019 have been addressed.

Town Engineer Comments:

On February 28, 2020 the following review comments were recommended by the engineer:

1. Label Point of Beginning (POB) on the plat.
2. There is a 4.5’ easement along Darrington. Does this easement provide sufficient space to maintain utilities.
3. According to preliminary evaluation, the development will generate more than 5000 trips with the completion of Unit 16. According to Chapter 10 Section 5.4.4,

a secondary access will be required. Provide a secondary access to development prior to improvement of Unit 16 (end of Phase II).

Additional Requirements:

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

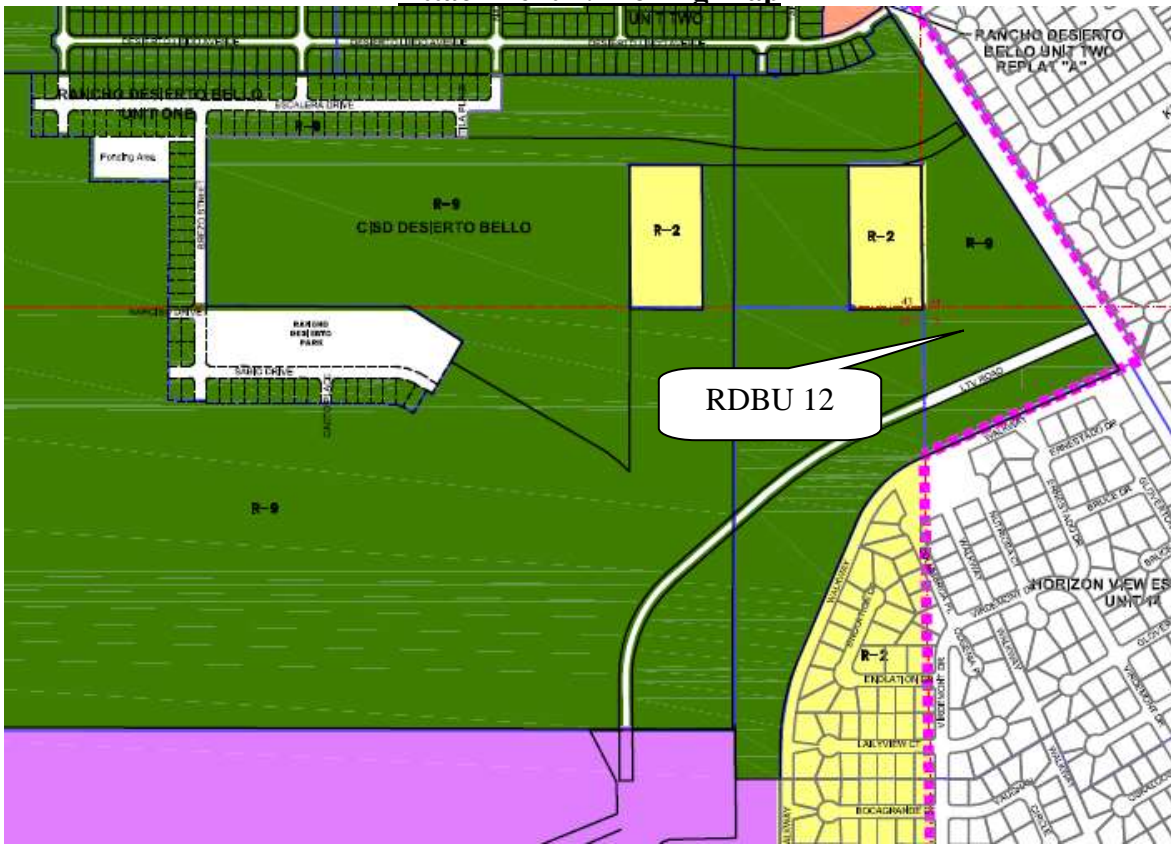
Attachments:

- 1 - Aerial**
- 2 - Zoning Map**
- 3 - Location Map**
- 4 –Final Plat**
- 5 – Final Plat Application**

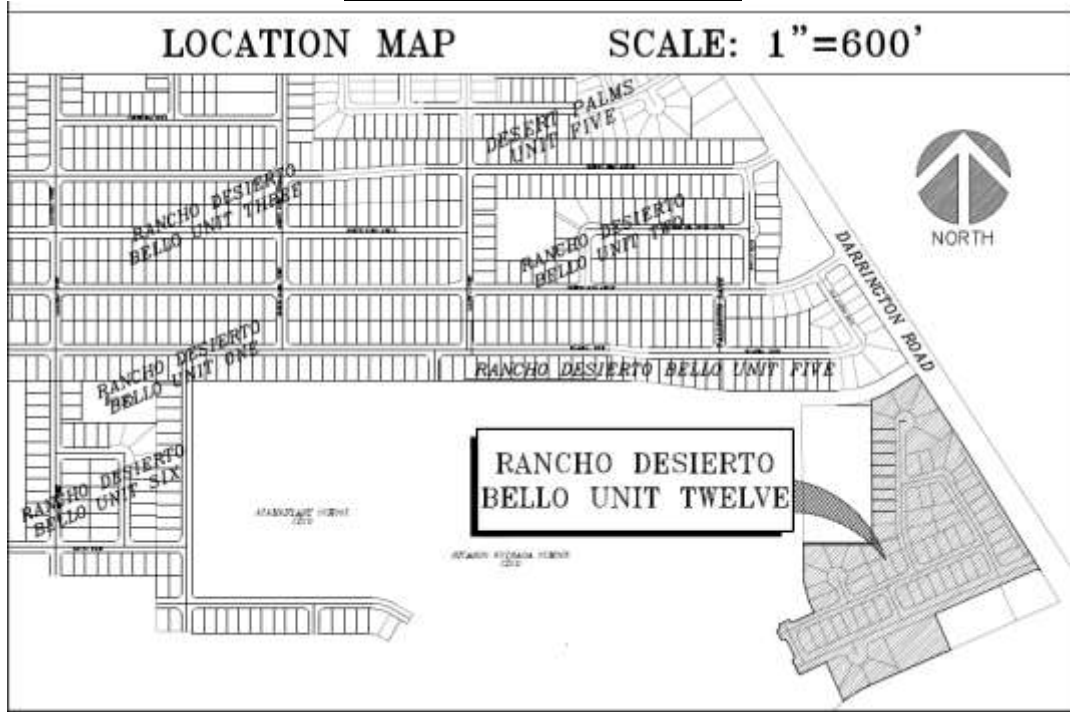
Attachment 1: Aerial



Attachment 2: Zoning Map



Attachment 3- Location Map



Attachment 4- Final Plat



Attachment 5 - Application



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

MAJOR SUBDIVISION FINAL PLAT APPLICATION

SUBDIVISION PROPOSED NAME: Rancho Desierto Bello Unit 12 SUBMITTAL DATE: 02/20/2020

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
A PORTION OF LEIGHT CLARK SURVEY NO. 297 SECTION 44, BLOCK 78, TOWNSHIP 3, AND SECTION 5, BLOCK 78 TOWNSHIP 4, TEXAS AND PACIFIC RAILROAD COMPANY, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS CONTAINING 20.766 ACRES +/-.
2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	<u>13.102</u>	<u>72</u>	OFFICE		
DUPLEX			STREET & ALLEY	<u>6.514</u>	
APARTMENT			PONDING & DRAINAGE	<u>1.150</u>	<u>1</u>
MOBILE HOME			INSTITUTIONAL		
P.U.D.			OTHER		
PARK (Min 1 Acre)					
SCHOOL					
COMMERCIAL			TOTAL NO. SITES		<u>73</u>
INDUSTRIAL			TOTAL (GROSS) ACREAGE	<u>20.766</u>	

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? R-9 PROPOSED ZONING N/A
4. WILL THE RESIDENTIAL SITES, AS PROPOSED, PERMIT DEVELOPMENT IN FULL COMPLIANCE WITH ALL ZONING REQUIREMENTS OF THE EXISTING RESIDENTIAL ZONE(S)? YES NO
5. WHAT TYPE OF UTILITY EASEMENTS ARE PROPOSED? UNDERGROUND OVERHEAD COMBINATION
6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Underground storm sewer system to retention pond
7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES N/A
8. ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? YES NO
9. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES NO
 IF "YES", PLEASE LIST SECTION & EXPLAIN THE NATURE OF THE MODIFICATION
10. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY MEDIANS OTHER N/A
11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: _____
12. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES NO N/A INITIALS RR
 IF YES, submit REQUIRED GUARANTEE (SECTION 4.10.3 & 8.1.7, Municodes Chapter 10) OR Improvement Cost Estimates & Construction Agreement
13. WILL ANY RESTRICTIONS AND COVENANTS BE RECORDED WITH PLAT? YES NO INITIALS RR IF YES, PLEASE SUBMIT COPY.
14. OWNER OF RECORD SDC Development, LTD 7910 Gateway Blvd E, Suite 102, El Paso Tx 79915 lduran@desertviewhomes.com (915) 591-5319
 (NAME & ADDRESS) (EMAIL) (PHONE)
15. DEVELOPER SDC Development, LTD 7910 Gateway Blvd E, Suite 102, El Paso Tx 79915 lduran@desertviewhomes.com (915) 591-5319
 (NAME & ADDRESS) (EMAIL) (PHONE)
16. ENGINEER TRE & Associates, LLC 110 Mesa Park Drive, Suite 200 El Paso Tx 79912 rromero@tr-eng.com (915) 852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)
17. APPLICANT TRE & Associates, LLC 110 Mesa Park Drive, Suite 200 El Paso Tx 79912 rromero@tr-eng.com (915) 852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)
18. REP/POINT OF CONTACT Robert Romero -TRE & Associates, LLC 110 Mesa Park Drive, Suite 200 El Paso Tx 79912 rromero@tr-eng.com (915) 852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)

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

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

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

RANCHO DESIERTO BELLO UNIT TWELVE

A PORTION OF LEIGH CLARK SURVEY No. 297, SECTION 44, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD COMPANY, AND A PORTION OF LTV ROAD, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS. CONTAINING 20.765 ACRES ±

PROPOSED LAND USE

RESIDENTIAL
 RESIDENTIAL LOTS = 72
 SCHOOL DISTRICT
 CLINT INDEPENDENT SCHOOL DISTRICT

DEDICATION

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

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

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

Witness my signature this _____ day of _____ 2020.

Doug Little, Chief Financial Officer
 SDC DEVELOPMENT, LTD.

ACKNOWLEDGEMENT

STATE OF TEXAS
 COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared Doug Little, Chief Financial Officer, SDC DEVELOPMENT, LTD., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed for the purpose and consideration herein expressed.

Given under my hand and seal of office this _____ day of _____ 2020.

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

TOWN OF HORIZON CITY TOWN COUNCIL

This subdivision is hereby approved as to the platting and as to the conditions of the dedication in accordance with Chapter 212 of the Local Government Code of Texas, this _____ day of _____ 2020.

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

Elvia Schuller, City Clerk RUBEN MENDOZA, Mayor

Approved for filing this _____ day of _____ 2020.

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

FILING

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this _____ day of _____ 2020, in Volume _____ of the Plat Records,
 Page _____, File No. _____

County Clerk _____ by Deputy _____

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

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

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

SURVEYOR



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

110 Mesa Park Drive, Suite 200 El Paso, Texas 79912
 Office: (915) 852-9093 Fax: (915) 852-9098
 6101 W. Courtyard Dr. Bldg. 1, Suite 100 El Paso, Texas 79915
 Office: (915) 358-4049 Fax: (915) 358-0374

DATE OF PREPARATION: AUGUST 28, 2018
 REVISION DATE: JANUARY 7, 2019
 REVISION DATE: MARCH 26, 2019
 REVISION DATE: OCTOBER 22, 2019
 REVISION DATE: MARCH 16, 2020

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	500.00'	118.72'	118.45'	N64°21'01"E	13°36'17"
C2	554.95'	147.47'	147.04'	S58°38'51"W	15°13'32"
C3	1922.00'	140.62'	140.59'	S63°41'46"W	6°11'31"
C4	20.00'	30.61'	27.71'	N17°51'32"E	87°40'58"
C5	20.00'	32.29'	28.89'	N72°13'40"W	92°29'25"
C6	2160.00'	80.87'	80.87'	S65°07'25"E	2°08'43"
C7	20.00'	30.67'	27.75'	N17°41'48"E	87°52'17"
C8	526.00'	1.77'	1.77'	S26°08'32"E	0°11'36"
C9	20.00'	31.38'	28.28'	S88°48'14"E	9°00'00"
C10	2160.00'	80.87'	80.87'	S65°07'25"E	2°08'43"
C11	1960.00'	43.67'	43.67'	S62°20'19"W	1°16'36"
C12	1960.00'	110.12'	110.11'	S64°35'12"W	3°13'09"
C13	2134.00'	125.88'	125.86'	S64°30'23"W	3°22'47"
C14	2134.00'	125.88'	125.86'	S64°30'23"W	3°22'47"
C15	1000.00'	39.87'	39.86'	N24°56'45"W	2°17'03"
C16	1000.00'	37.41'	37.38'	N28°52'43"W	2°34'53"
C17	500.00'	204.95'	203.52'	S12°03'40"E	2°32'59"
C18	20.00'	34.16'	30.16'	N17°15'52"E	87°51'48"
C19	20.00'	31.42'	28.28'	S88°48'14"E	9°00'00"
C20	20.00'	31.42'	28.28'	N21°11'46"E	9°00'00"
C21	20.00'	31.42'	28.28'	N68°48'14"W	9°00'00"
C22	1026.00'	18.05'	18.05'	N24°18'28"W	1°00'28"
C23	1026.00'	65.01'	65.00'	N28°20'52"W	3°04'18"
C24	1026.00'	55.01'	55.00'	N28°25'10"W	3°04'18"
C25	1026.00'	12.79'	12.79'	N31°18'45"W	0°42'51"
C26	50.00'	4.99'	4.98'	S26°54'15"E	0°31'49"
C27	30.00'	10.16'	10.11'	S12°26'29"E	19°23'44"
C28	70.00'	47.32'	46.43'	N2°06'37"W	38°44'01"
C29	70.00'	43.92'	42.35'	S89°03'01"W	36°48'48"
C30	70.00'	46.88'	46.01'	S84°07'22"W	38°22'19"
C31	70.00'	19.78'	19.71'	S56°50'31"W	16°11'23"
C32	30.00'	15.15'	14.99'	N63°12'36"E	28°55'33"
C33	20.00'	35.61'	31.09'	N102°00'32"E	100°00'32"
C34	30.00'	34.78'	32.86'	S32°53'34"W	66°25'19"
C35	50.00'	32.62'	32.05'	N47°24'40"E	37°23'07"
C36	50.00'	41.93'	40.71'	N64°15'52"E	48°03'03"
C37	50.00'	41.93'	40.71'	N43°21'29"W	48°03'03"
C38	50.00'	41.93'	40.71'	S88°35'28"W	48°03'03"
C39	50.00'	41.93'	40.71'	S43°03'24"W	48°03'03"
C40	50.00'	14.69'	14.64'	S08°05'54"W	16°49'58"
C41	526.00'	40.70'	40.69'	S02°32'06"E	4°26'01"
C42	526.00'	53.45'	53.92'	S07°39'46"E	5°49'18"
C43	526.00'	18.98'	18.98'	S11°38'27"E	2°04'03"

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C44	526.00'	54.08'	54.05'	S15°35'11"E	5°32'25"
C45	526.00'	48.40'	48.39'	S21°10'04"E	5°16'20"
C46	20.00'	31.42'	28.28'	N21°11'46"E	9°00'00"
C47	20.00'	31.42'	28.28'	S68°48'14"E	9°00'00"
C48	474.00'	48.42'	48.40'	S20°52'39"E	5°31'10"
C49	474.00'	79.37'	79.67'	S13°07'49"E	9°38'32"
C50	474.00'	66.11'	66.05'	S04°18'49"E	7°59'28"
C51	30.00'	40.84'	37.76'	S38°40'39"W	77°49'28"
C52	30.00'	37.00'	34.70'	N65°59'54"W	70°39'28"
C53	974.00'	45.94'	45.93'	N30°19'06"W	2°42'08"
C54	20.00'	33.22'	29.53'	N18°36'52"E	95°09'48"
C55	20.00'	31.42'	28.28'	S68°48'14"E	9°00'00"
C56	20.00'	31.42'	28.28'	N21°11'46"E	9°00'00"
C57	20.00'	31.42'	28.28'	N68°48'14"W	9°00'00"
C58	20.00'	31.42'	28.28'	N21°11'46"E	9°00'00"
C59	1998.00'	22.10'	22.10'	S65°52'45"W	0°38'01"
C60	1998.00'	43.52'	43.57'	S64°56'16"W	1°14'58"
C61	20.00'	31.31'	28.21'	S70°50'09"E	89°42'16"
C62	20.00'	31.42'	28.28'	S19°02'05"W	90°02'26"
C63	2108.00'	45.97'	45.96'	S64°40'37"W	1°14'58"
C64	2108.00'	32.91'	32.91'	S65°44'56"W	0°53'40"
C65	20.00'	31.42'	28.28'	N21°11'46"E	9°00'00"
C66	30.00'	8.17'	6.16'	N29°42'02"W	11°47'36"
C67	30.00'	17.69'	17.43'	N52°29'13"W	33°46'47"
C68	50.00'	42.77'	41.48'	S44°52'14"E	49°00'46"
C69	50.00'	17.81'	17.01'	S01°21'29"W	43°26'40"
C70	50.00'	37.91'	37.01'	S44°48'09"W	43°26'40"
C71	50.00'	37.91'	37.01'	S88°14'49"W	43°26'40"
C72	50.00'	37.34'	36.48'	N48°38'11"W	42°47'22"
C73	50.57'	42.78'	41.52'	N02°36'31"W	48°28'15"
C74	30.00'	17.69'	17.43'	S04°52'45"W	33°46'47"
C75	30.00'	6.17'	6.16'	S17°54'28"E	11°47'36"
C76	20.00'	31.42'	28.28'	S68°48'14"E	9°00'00"
C77	1922.00'	10.20'	10.20'	S66°02'39"W	0°18'14"
C78	25.00'	41.27'	36.74'	N66°30'35"W	94°35'19"
C79	50.00'	37.91'	37.01'	S44°48'09"W	43°26'40"
C80	50.00'	44.32'	42.88'	S86°39'55"E	50°47'11"
C81	50.00'	44.32'	42.88'	N42°32'54"E	50°47'11"
C82	25.00'	39.75'	38.71'	N05°37'07"W	45°32'51"
C83	25.00'	41.27'	36.74'	S18°54'07"W	94°35'19"
C84	500.00'	103.38'	103.20'	N65°13'45"E	11°50'48"
C85	500.00'	15.34'	15.34'	N58°25'37"E	1°45'29"

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N57°32'52"E	133.81'
L2	S23°39'51"E	186.93'
L3	N23°48'14"W	205.75'
L4	N28°17'59"W	76.00'
L5	N25°58'58"W	71.58'
L6	S00°19'05"E	15.31'
L7	N64°01'02"E	52.00'
L8	N66°11'46"E	22.60'
L9	N23°48'14"W	24.99'
L10	N14°52'34"W	98.39'
L11	N00°32'55"W	183.12'

LINE TABLE		
LINE	DIRECTION	DISTANCE
L12	N25°58'58"W	46.44'
L13	S23°48'14"E	87.67'
L14	S89°40'55"W	24.00'
L15	N23°48'14"W	69.00'
L16	S77°40'22"W	25.06'
L17	S00°19'05"E	15.31'
L18	N00°19'05"W	14.11'
L19	S23°48'14"E	24.99'
L20	N19°58'08"E	13.88'
L21	N00°32'55"W	6.23'

METES & BOUNDS DESCRIPTION

20.765 ACRES OUT OF LEIGH CLARK SURVEY No. 297, SECTION 44, BLOCK 78, TOWNSHIP 3, SECTION 5, BLOCK 78, TOWNSHIP 4, TEXAS AND PACIFIC RAILROAD COMPANY SURVEY, AND A PORTION OF LTV ROAD, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an existing 2-inch iron pipe located at the southeast corner of Section 43, Block 78, Township 3, the southwest corner of said Section 44, Block 78, Township 3, and the northeast corner of said Section 4, Block 78, Township 4, and the northeast corner of said Leigh Clark Survey No. 297, for a corner of this parcel and the POINT OF BEGINNING of this parcel description;

THENCE, North 0°33'12" West, along the common section line of said Section 43, Block 78, Township 3, and Section 44, Block 78, Township 3, a distance of 684.77 feet to a point lying on the southerly boundary line of Cisd Desierto Bello Subdivision, recorded in Document No. 20090061514, Plat Records of El Paso County, Texas, for a corner of this parcel;

THENCE, Northwesterly, with the arc of a curve to the left, having a radius of 500.00 feet, a central angle of 13°36'17", and a chord which bears North 64°21'01" East a distance of 118.72 feet;

THENCE, North 57°32'52" East, continuing with said southerly boundary line, a distance of 133.81 feet to a 5/8" rebar with cap stamped "Land-Mark TX4869 NM11402" set in the southerly right-of-way line of Darrington Road, for a corner of this parcel;

THENCE, South 33°01'02" East, with said southerly right-of-way line, a distance of 414.08 feet to a point, for a corner of this parcel;

THENCE, South 31°42'02" East, continuing with said southerly right-of-way line, a distance of 683.41 feet to a 5/8" rebar with cap stamped "Land-Mark TX4869 NM11402" set in the northwesterly boundary corner of a 0.529 acre parcel conveyed to the Horizon Regional Municipal Utility District, described in Document No. 20040107983, Official Records of El Paso County, Texas, for a corner of this parcel;

THENCE, South 66°11'46" West, with the northwesterly boundary line of said a 0.929 acre parcel and continuing with the northwesterly boundary line of a 1.476 acre parcel conveyed to the Town of Horizon City, described in Document No. 20160079883, Official Records of El Paso County, Texas, a distance of 545.32 feet to a point lying in the westerly boundary line of said 1.476 acre parcel for a corner of this parcel;

THENCE, South 23°39'51" East, with said westerly boundary line, a distance of 186.93 feet to a point lying in the northwesterly boundary line of Horizon West Estates Unit 14, recorded in Volume 40, Page 15, Plat Records of El Paso County, Texas, for a corner of this parcel;

THENCE, South 66°15'37" West, with said northwesterly boundary line, a distance of 423.16 feet to a point, for a corner of this parcel;

THENCE, Southwesterly, with the arc of a curve to the left and continuing with said northwesterly boundary line, a distance of 147.47 feet to a point, for a corner of this parcel; Said curve having a radius of 554.95 feet, a central angle of 15°13'32", and a chord which bears South 58°38'51" West a distance of 147.04 feet;

THENCE, North 23°48'14" West, a distance of 205.75 feet to a point, for a corner of this parcel;

THENCE, Northwesterly, with the arc of a curve to the left, a distance of 30.61 feet to a point, for a corner of this parcel; Said curve having a radius of 1922.00 feet, a central angle of 4°11'31", and a chord which bears South 63°47'46" West, a distance of 140.59 feet;

THENCE, North 28°17'59" West, a distance of 76.00 feet to a point, for a corner of this parcel;

THENCE, Northwesterly, with the arc of a curve to the left, a distance of 30.61 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 87°40'58", and a chord which bears North 17°51'32" East, a distance of 27.71 feet;

THENCE, North 28°28'23" West, a distance of 52.00 feet to a point, for a corner of this parcel;

THENCE, Northwesterly, with the arc of a curve to the left, a distance of 32.29 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 92°29'25", and a chord which bears North 72°13'40" West, a distance of 28.89 feet;

THENCE, North 28°28'23" West, a distance of 52.00 feet to a point, for a corner of this parcel;

THENCE, Northwesterly, with the arc of a curve to the right, a distance of 3.97 feet to a point, for a corner of this parcel; Said curve having a radius of 2160.00 feet, a central angle of 0°08'19", and a chord which bears North 65°07'25" East, a distance of 3.97 feet;

THENCE, Northwesterly, with the arc of a curve to the left, a distance of 30.67 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 87°52'17", and a chord which bears North 17°41'48" East, a distance of 27.75 feet;

THENCE, Northwesterly, with the arc of a curve to the right, a distance of 1.77 feet to a point, for a corner of this parcel; Said curve having a radius of 526.00 feet, a central angle of 0°11'36", and a chord which bears North 26°08'32" West, a distance of 1.77 feet;

THENCE, North 64°01'02" East, a distance of 52.00 feet to a point, for a corner of this parcel;

THENCE, Northwesterly, with the arc of a curve to the left, a distance of 31.38 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 89°53'47", and a chord which bears South 71°00'03" East, a distance of 28.28 feet;

THENCE, Northwesterly, with the arc of a curve to the right, a distance of 80.87 feet to a point, for a corner of this parcel; Said curve having a radius of 2160.00 feet, a central angle of 2°08'43", and a chord which bears North 65°07'25" East, a distance of 80.87 feet;

THENCE, North 66°11'46" East, a distance of 22.60 feet to a point, for a corner of this parcel;

THENCE, North 23°48'14" West, a distance of 60.00 feet to a point, for a corner of this parcel;

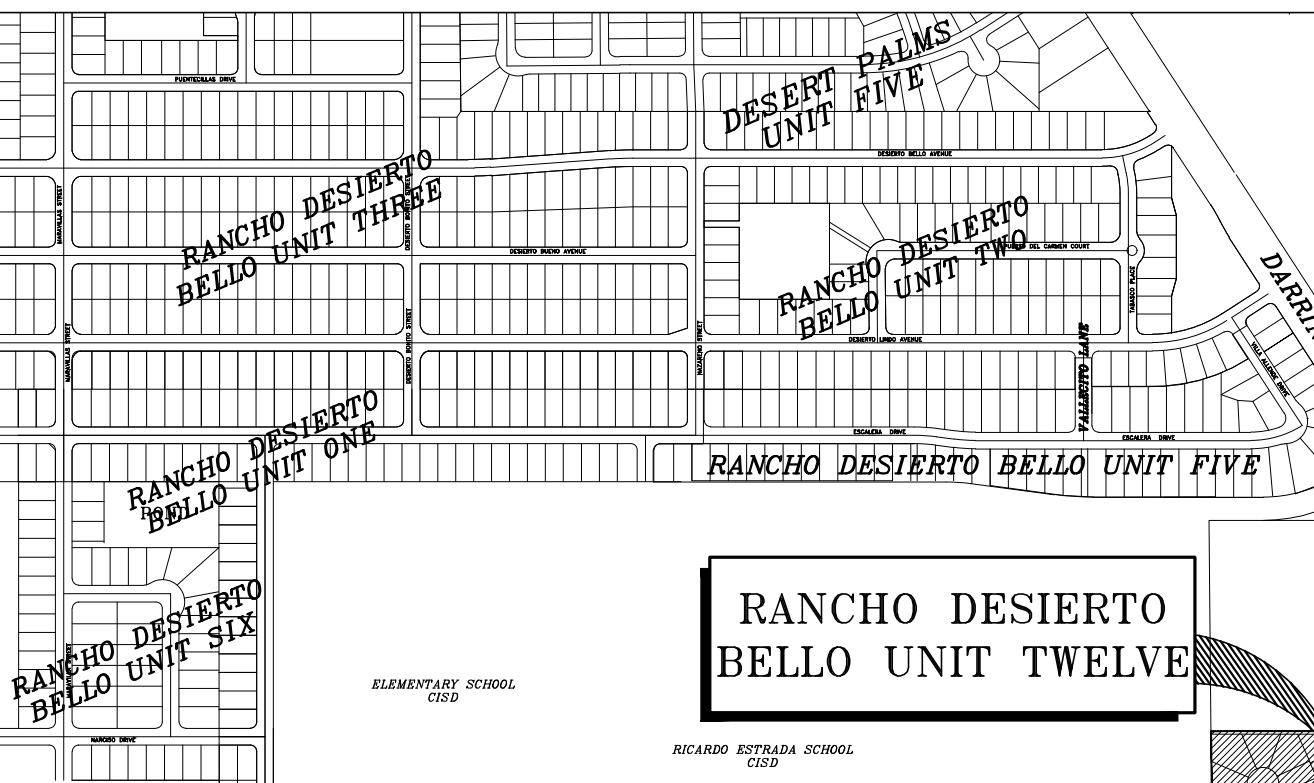
THENCE, North 14°52'34" West, a distance of 98.39 feet to a point, for a corner of this parcel;

THENCE, North 02°32'55" West, a distance of 183.12 feet to a point lying in the southerly boundary line of parcel of land conveyed to Gustavo Garcia, recorded in Document No. 20170004160, Official Records of El Paso County, Texas, for a corner of this parcel;

THENCE, South 89°59'40" East, with said southerly boundary line, a distance of 332.21 feet to the POINT OF BEGINNING;

Said parcel contains 20.765 Acres (904,508 Square feet) more or less.

LOCATION MAP SCALE: 1"=600'



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

STREET TABLE	
NORTH - SOUTH	EAST - WEST
SMALLOWTAIL STREET	CLARET CUP PLACE
GLASSMING COURT	HOLLY BLUE AVENUE
ORANGETIP DRIVE	
BLUE MORPHO DRIVE	
ADONIS BLUE COURT	
PAINTED LADY STREET	

SECTION 43, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD COMPANY
 LEIGH CLARK SURVEY No. 297



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

RECORDING PLAT APPLICATION

SUBDIVISION PROPOSED NAME: Rancho Desierto Bello Unit 12 SUBMITTAL DATE: 3/20/2020

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
 A portion of Leigh Clark survey No 297 Section 44, Block 78, Township 3, and Section 5, Block 78 Township 4, Texas and Pacific Railroad Company, Town of Horizon City, El Paso County, TX containing 20.766 Acres +/-

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	<u>13.102</u>	<u>72</u>	OFFICE		
DUPLEX			STREET & ALLEY	<u>6.514</u>	
APARTMENT			PONDING & DRAINAGE	<u>1.150</u>	<u>1</u>
MOBILE HOME			INSTITUTIONAL		
P.U.D.			OTHER		
PARK					
SCHOOL					
COMMERCIAL			TOTAL NO. SITES		<u>73</u>
INDUSTRIAL			TOTAL (GROSS) ACREAGE	<u>20.766</u>	

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

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

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

6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE)
Storm runoff will be capture by RCP pipes to a proposed Retention pond

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

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

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

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

11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: N/A

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

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

4. OWNER OF RECORD	<u>SDC development, LTD</u>	<u>7910 Gateway Blvd. E. Suite 102, El Paso TX 79915</u>	<u>915-591-5319</u>
	(NAME & ADDRESS)	(EMAIL)	(PHONE)
5. DEVELOPER	<u>SDC development, LTD</u>	<u>7910 Gateway Blvd. E. Suite 102, El Paso TX 79915</u>	<u>915-591-5319</u>
	(NAME & ADDRESS)	(EMAIL)	(PHONE)
6. ENGINEER	<u>TRE & Associates, LLC</u>	<u>110 Mesa Park Dr. Ste 200, El Paso, TX 79912</u>	<u>915-852-9093</u>
	(NAME & ADDRESS)	(EMAIL)	(PHONE)
7. APPLICANT	<u>TRE & Associates, LLC</u>	<u>110 Mesa Park Dr. Ste 200, El Paso, TX 79912</u>	<u>915-852-9093</u>
	(NAME & ADDRESS)	(EMAIL)	(PHONE)
8. REP/POINT OF CONTACT	<u>TRE & Associates, LLC</u>	<u>110 Mesa Park Dr. Ste 200, El Paso, TX 79912</u>	<u>915-852-9093</u>
	(NAME & ADDRESS)	(EMAIL)	(PHONE)

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

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

RANCHO DESIERTO BELLO UNIT TWELVE

A PORTION OF LEIGH CLARK SURVEY No. 297, SECTION 44, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD COMPANY, AND A PORTION OF LTV ROAD, TEXAS AND PACIFIC RAILROAD COMPANY, AND A PORTION OF LTV ROAD, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS. CONTAINING 20.765 ACRES ±

PROPOSED LAND USE

RESIDENTIAL
RESIDENTIAL LOTS = 72
SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT

DEDICATION

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

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

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

Witness my signature this _____ day of _____ 2020.

Doug Little, Chief Financial Officer
SDC DEVELOPMENT, LTD.

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared Doug Little, Chief Financial Officer, SDC DEVELOPMENT, LTD., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed for the purpose and consideration herein expressed.

Given under my hand and seal of office this _____ day of _____ 2020.

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

TOWN OF HORIZON CITY TOWN COUNCIL

This subdivision is hereby approved as to the platting and as to the conditions of the dedication in accordance with Chapter 212 of the Local Government Code of Texas, this _____ day of _____ 2020.

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

Elvia Schuller, City Clerk RUBEN MENDOZA, Mayor

Approved for filing this _____ day of _____ 2020.

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

FILING

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this _____ day of _____ 2020, in Volume _____ of the Plat Records,

Page _____, File No. _____

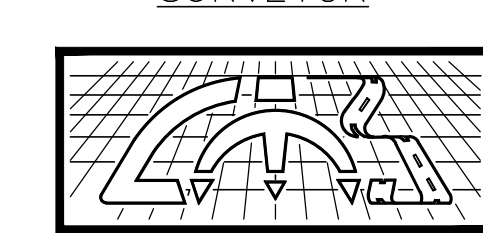
County Clerk _____ by Deputy _____

PLAT NOTES AND RESTRICTIONS

- BEARINGS ARE BASED ON UNDERLYING DEEDS.
- = THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENTS LOCATIONS.
- DBD = THIS SYMBOL REPRESENTS U.S. POSTAL SERVICE COLLECTION BOX UNITS. POSTAL SERVICE WITHIN THE SUBDIVISION WILL BE PROVIDED USING NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
- ACCORDING TO THE FEDERAL EMERGENCY MAPPING AGENCY, FLOOD INSURANCE RATE MAP, PANEL NO. 450212 0250B, DATED SEPTEMBER 4, 1991, THIS PROPERTY APPEARS TO LIE WITHIN ZONE "X" WHICH BY DEFINITIONS IS NOT A SPECIAL FLOOD HAZARD ZONE.
- ALL UTILITY EASEMENTS ARE 10 FEET WIDE UNLESS OTHERWISE SPECIFIED.
- SET 5/8" REBAR WITH CAP STAMPED "LAND-MARK TX 4869 NM11402" AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
- TAX CERTIFICATE(S) FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
- INSTRUMENT No. _____ INSTRUMENT No. _____
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
- INSTRUMENT No. _____
- THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO RANCHO DESIERTO BELLO UNIT TWELVE BY THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT IN ACCORDANCE WITH THEIR RULES AND REGULATIONS AND WITH SECTION 16.343 OF THE TEXAS WATER CODE. WATER AND SEWER SERVICES WILL BE EXTENDED TO THE SUBDIVISION FROM EXISTING FACILITIES LOCATED ON ESCALERA DRIVE AND DARRINGTON ROAD AND WILL BE CONSTRUCTED TO SERVE THE SUBDIVISION WITHIN TWO (2) YEARS OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
- ACCESS TO LOTS 1-8, BLOCK 55, LOTS 1-8 BLOCK 56, LOTS 2-5, BLOCK 57, AND LOTS 1, BLOCK 53, ABUTTING LTV ROAD SHALL BE FROM OTHER DEDICATED STREETS ONLY.
- ACCESS TO LOT 1-10, 15-17, BLOCK 53, ABUTTING DARRINGTON ROAD SHALL BE FROM OTHER DEDICATED STREETS ONLY.

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

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



OWNER
SDC DEVELOPMENT, LTD.
7910 GATEWAY BLVD., E. SUITE 102
EL PASO TEXAS 79915
VOICE: (915) 591-6319
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DATE OF PREPARATION: AUGUST 28, 2018
REVISION DATE: JANUARY 7, 2019
REVISION DATE: MARCH 26, 2019
REVISION DATE: OCTOBER 22, 2019
REVISION DATE: MARCH 16, 2020

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	500.00'	118.72'	118.45'	N64°21'01"E	13°36'17"
C2	554.95'	147.47'	147.04'	S58°38'51"W	15°13'32"
C3	1922.00'	140.62'	140.59'	S63°41'46"W	6°11'31"
C4	20.00'	30.61'	27.71'	N17°51'32"E	87°40'58"
C5	20.00'	32.29'	28.89'	N72°13'40"W	92°29'25"
C6	2160.00'	80.87'	80.87'	S65°07'25"E	2°08'43"
C7	20.00'	30.67'	27.75'	N17°41'48"E	87°52'17"
C8	526.00'	1.77'	1.77'	S26°08'32"E	0°11'36"
C9	20.00'	31.38'	28.28'	S71°00'33"E	89°13'47"
C10	2160.00'	80.87'	80.87'	S65°07'25"E	2°08'43"
C11	1960.00'	43.67'	43.67'	S62°20'19"W	1°16'36"
C12	1960.00'	110.12'	110.11'	S64°35'12"W	3°13'09"
C13	2134.00'	125.88'	125.86'	S64°30'23"W	3°22'47"
C14	2134.00'	125.88'	125.86'	S64°30'23"W	3°22'47"
C15	1000.00'	39.87'	39.86'	N24°56'45"W	2°17'03"
C16	1000.00'	37.41'	37.38'	N25°24'31"W	2°34'53"
C17	500.00'	204.95'	203.52'	S12°03'40"E	2°32'59"
C18	20.00'	34.16'	30.16'	N17°15'52"E	87°51'48"
C19	20.00'	31.42'	28.28'	S88°48'14"E	90°00'00"
C20	20.00'	31.42'	28.28'	N21°11'46"E	90°00'00"
C21	20.00'	31.42'	28.28'	N68°48'14"W	90°00'00"
C22	1026.00'	18.05'	18.05'	N24°18'28"W	1°00'28"
C23	1026.00'	65.01'	65.00'	N28°20'52"W	3°04'18"
C24	1026.00'	55.01'	55.00'	N29°25'10"W	3°04'18"
C25	1026.00'	12.79'	12.79'	N31°18'45"W	0°42'51"
C26	50.00'	4.99'	4.98'	S26°54'15"E	0°31'49"
C27	30.00'	10.16'	10.11'	S12°26'29"E	19°23'44"
C28	70.00'	47.32'	46.43'	N2°06'37"W	38°44'01"
C29	70.00'	43.92'	42.35'	S85°03'01"W	36°48'48"
C30	70.00'	46.88'	46.01'	S84°07'22"W	38°22'19"
C31	70.00'	19.78'	19.71'	S56°50'31"W	16°11'23"
C32	30.00'	15.15'	14.99'	N63°12'36"E	28°55'33"
C33	20.00'	35.61'	31.09'	N102°00'32"E	100°00'00"
C34	30.00'	34.78'	32.86'	S32°53'34"W	66°25'19"
C35	50.00'	32.62'	32.05'	N47°24'40"E	37°23'07"
C36	50.00'	41.93'	40.71'	N64°15'35"E	48°03'03"
C37	50.00'	41.93'	40.71'	N43°21'29"W	48°03'03"
C38	50.00'	41.93'	40.71'	S88°35'28"W	48°03'03"
C39	50.00'	41.93'	40.71'	S43°23'24"W	48°03'03"
C40	50.00'	14.69'	14.64'	S08°05'54"W	16°49'58"
C41	526.00'	40.70'	40.69'	S02°32'06"E	4°26'01"
C42	526.00'	53.45'	53.92'	S07°39'46"E	5°49'18"
C43	526.00'	18.98'	18.98'	S11°38'27"E	2°04'03"

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C44	526.00'	54.08'	54.05'	S15°35'11"E	5°32'25"
C45	526.00'	48.40'	48.39'	S21°10'04"E	5°16'20"
C46	20.00'	31.42'	28.28'	N21°11'46"E	90°00'00"
C47	20.00'	31.42'	28.28'	S68°48'14"E	90°00'00"
C48	474.00'	48.42'	48.40'	S20°52'39"E	5°51'10"
C49	474.00'	79.77'	79.67'	S13°07'49"E	9°38'32"
C50	474.00'	66.11'	66.05'	S04°18'49"E	7°59'28"
C51	30.00'	40.84'	37.76'	S38°40'39"W	77°49'28"
C52	30.00'	37.00'	34.70'	N65°59'54"W	70°39'28"
C53	974.00'	45.94'	45.93'	N30°19'06"W	2°42'08"
C54	20.00'	33.22'	29.53'	N18°36'52"E	95°09'48"
C55	20.00'	31.42'	28.28'	S68°48'14"E	90°00'00"
C56	20.00'	31.42'	28.28'	N21°11'46"E	90°00'00"
C57	20.00'	31.42'	28.28'	N68°48'14"W	90°00'00"
C58	20.00'	31.42'	28.28'	N21°11'46"E	90°00'00"
C59	1998.00'	22.10'	22.10'	S65°52'45"W	0°38'01"
C60	1998.00'	43.52'	43.57'	S64°56'16"W	1°14'58"
C61	20.00'	31.31'	28.21'	S70°50'09"E	89°42'16"
C62	20.00'	31.42'	28.28'	S19°02'05"W	90°02'26"
C63	2108.00'	45.97'	45.96'	S64°40'37"W	1°14'58"
C64	2108.00'	32.91'	32.91'	S65°44'56"W	0°53'40"
C65	20.00'	31.42'	28.28'	N21°11'46"E	90°00'00"
C66	30.00'	8.17'	6.18'	N29°42'02"W	11°47'36"
C67	30.00'	17.69'	17.43'	N52°29'13"W	33°46'47"
C68	50.00'	42.77'	41.48'	S44°52'14"E	49°00'46"
C69	50.00'	17.81'	17.01'	S01°21'29"W	43°26'40"
C70	50.00'	37.91'	37.01'	S44°48'09"W	43°26'40"
C71	50.00'	37.91'	37.01'	S88°14'49"W	43°26'40"
C72	50.00'	37.34'	36.48'	N48°38'11"W	42°47'23"
C73	50.57'	42.78'	41.52'	N02°36'31"W	48°28'15"
C74	30.00'	17.69'	17.43'	S04°52'45"W	33°46'47"
C75	30.00'	6.17'	6.16'	S17°54'28"E	11°47'36"
C76	20.00'	31.42'	28.28'	S68°48'14"E	90°00'00"
C77	1922.00'	10.20'	10.20'	S66°02'39"W	0°18'14"
C78	25.00'	41.27'	36.74'	N66°30'35"W	94°35'19"
C79	50.00'	37.91'	35.89'	S40°13'38"E	42°03'25"
C80	50.00'	44.32'	42.88'	S86°39'55"E	50°47'11"
C81	50.00'	44.32'	42.88'	N42°32'54"E	50°47'11"
C82	25.00'	39.75'	38.71'	N05°37'07"W	45°32'51"
C83	25.00'	41.27'	36.74'	S18°54'07"W	94°35'19"
C84	500.00'	103.38'	103.20'	N65°13'45"E	11°50'48"
C85	500.00'	15.34'	15.34'	N58°25'37"E	1°45'29"

LINE	DIRECTION	DISTANCE
L1	N57°32'52"E	133.81'
L2	S23°39'51"E	186.93'
L3	N23°48'14"W	205.75'
L4	N28°17'59"W	76.00'
L5	N25°58'58"W	71.58'
L6	S07°19'05"E	15.31'
L7	N64°01'02"E	52.00'
L8	N66°11'46"E	22.60'
L9	N23°48'14"W	24.99'
L10	N14°52'34"W	98.39'
L11	N02°32'55"W	183.12'

LOT 1, BLOCK 1, CISD DESIERTO BELLO SUBDIVISION
Doc. # 20090061514
School Driveway

TRACT 11, SECTION 43, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD COMPANY, TEXAS
Doc. # 20190095635

STREET	SOUTH	EAST - WEST
NALLOWTAIL STREET	CLARET CUP PLACE	
GLASSINGMOUNT COURT	HOLLY BLUE AVENUE	
ORANGETIP DRIVE		
BLUE MORPHO DRIVE		
ADONIS BLUE COURT		
PAINTED LADY STREET		

SECTION 43, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD COMPANY
LEIGH CLARK SURVEY No. 297

LEIGH CLARK SURVEY No. 297
RKM Land Partners, LLC
Doc. # 20170084559

LEIGH CLARK SURVEY No. 297
RKM Land Partners, LLC
Doc. # 20170084559

LEIGH CLARK SURVEY No. 297
SECTION 5, BLOCK 78, TOWNSHIP 4, TEXAS AND PACIFIC RAILROAD COMPANY

METES & BOUNDS DESCRIPTION

20.765 ACRES OUT OF LEIGH CLARK SURVEY No. 297, SECTION 44, BLOCK 78, TOWNSHIP 3, SECTION 5, BLOCK 78, TOWNSHIP 4, TEXAS AND PACIFIC RAILROAD COMPANY SURVEY, AND A PORTION OF LTV ROAD, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an existing 2-inch iron pipe located at the southeast corner of Section 43, Block 78, Township 3, the southwest corner of said Section 44, Block 78, Township 3, and the northeast corner of said Section 4, Block 78, Township 4, and the northeast corner of said Leigh Clark Survey No. 297, for a corner of this parcel and the POINT OF BEGINNING of this parcel description; THENCE, North 00°33'12" West, along the common section line of said Section 43, Block 78, Township 3, and Section 44, Block 78, Township 3, a distance of 684.77 feet to a point lying on the southerly boundary line of CISD Desierto Bello Subdivision, recorded in Document No. 20090061514, Plat Records of El Paso County, Texas, for a corner of this parcel; THENCE, Northwesterly, with the arc of a curve to the left having a radius of 500.00 feet, a central angle of 13°36'17", and a chord which bears North 42°17'01" East a distance of 118.45 feet; THENCE, North 57°32'52" East, continuing with said southerly boundary line, a distance of 133.81 feet to a 5/8" rebar with cap stamped "Land-Mark TX4869 NM11402" set in the southerly right-of-way line of Darrington Road, for a corner of this parcel; THENCE, South 33°01'02" East, with said southerly right-of-way line, a distance of 414.08 feet to a point, for a corner of this parcel; THENCE, South 31°42'02" East, continuing with said southerly right-of-way line, a distance of 683.41 feet to a 5/8" rebar with cap stamped "Land-Mark TX4869 NM11402" set in the northerly boundary corner of a 0.529 acre parcel conveyed to the Horizon Regional Municipal Utility District, described in Document No. 20040107983, Official Records of El Paso County, Texas, for a corner of this parcel; THENCE, South 66°11'46" West, with the northerly boundary line of said a 0.929 acre parcel and continuing with the northerly boundary line of a 1.476 acre parcel conveyed to the Town of Horizon City, described in Document No. 20160079883, Official Records of El Paso County, Texas, a distance of 545.32 feet to a point lying in the westerly boundary line of said 1.476 acre parcel for a corner of this parcel; THENCE, South 23°39'51" East, with said westerly boundary line, a distance of 186.93 feet to a point lying in the northerly boundary line of Horizon West Estates Unit 14, recorded in Volume 40, Page 15, Plat Records of El Paso County, Texas, for a corner of this parcel; THENCE, South 66°15'37" West, with said northerly boundary line, a distance of 423.16 feet to a point, for a corner of this parcel; THENCE, Southwesterly, with the arc of a curve to the left and continuing with said northerly boundary line, a distance of 147.47 feet to a point, for a corner of this parcel; Said curve having a radius of 554.95 feet, a central angle of 15°13'32", and a chord which bears South 58°38'51" West a distance of 147.04 feet; THENCE, North 23°48'14" West, a distance of 205.75 feet to a point, for a corner of this parcel; THENCE, Northwesterly, with the arc of a curve to the left, a distance of 30.61 feet to a point, for a corner of this parcel; Said curve having a radius of 1922.00 feet, a central angle of 4°11'31", and a chord which bears South 63°47'46" West, a distance of 140.59 feet; THENCE, North 28°17'59" West, a distance of 76.00 feet to a point, for a corner of this parcel; THENCE, Northwesterly, with the arc of a curve to the left, a distance of 30.61 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 87°40'58", and a chord which bears North 17°51'32" East, a distance of 27.71 feet; THENCE, Northwesterly, with the arc of a curve to the left, a distance of 32.29 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 92°29'25", and a chord which bears North 72°13'40" West, a distance of 28.89 feet; THENCE, North 28°28'23" West, a distance of 52.00 feet to a point, for a corner of this parcel; THENCE, Northwesterly, with the arc of a curve to the left, a distance of 3.97 feet to a point, for a corner of this parcel; Said curve having a radius of 2160.00 feet, a central angle of 0°08'19", and a chord which bears North 65°07'25" East, a distance of 3.97 feet; THENCE, Northwesterly, with the arc of a curve to the left, a distance of 30.67 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 87°52'17", and a chord which bears North 17°41'48" East, a distance of 27.75 feet; THENCE, Northwesterly, with the arc of a curve to the right, a distance of 1.77 feet to a point, for a corner of this parcel; Said curve having a radius of 526.00 feet, a central angle of 0°11'36", and a chord which bears North 26°08'32" West, a distance of 1.77 feet; THENCE, North 64°01'02" East, a distance of 52.00 feet to a point, for a corner of this parcel; THENCE, Northwesterly, with the arc of a curve to the left, a distance of 41.93 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 89°53'47", and a chord which bears South 71°00'03" East, a distance of 28.28 feet; THENCE, Northwesterly, with the arc of a curve to the left, a distance of 80.87 feet to a point, for a corner of this parcel; Said curve having a radius of 2160.00 feet, a central angle of 2°08'43", and a chord which bears North 65°07'25" East, a distance of 80.87 feet; THENCE, North 66°11'46" East, a distance of 22.60 feet to a point, for a corner of this parcel; THENCE, North 14°52'34" West, a distance of 60.00 feet to a point, for a corner of this parcel; THENCE, North 02°32'55" West, a distance of 183.1

SUBDIVISION CONSTRUCTION AGREEMENT

1. **Parties.** The parties to this Subdivision Construction Agreement (the "Agreement") are _____(individually and collectively, the "Subdivider") and the Town of Horizon City, Texas, (the "Town").

2. **Effective Date.** This Agreement is effective on the date the Town approves the final plat for the subdivision described in Paragraph 3 of this Agreement by the Town Council approval of the plat in accordance with Town Regulations (the "Effective Date").

Recitals

3. Subdivider is the owner of the land included in the proposed final subdivision plat of the subdivision, as shown in the Town's File Number (the "Subdivision") and described as _____, more particularly described by the metes and bounds description attached and incorporated into this Agreement as Exhibit A (the "Property"); and

4. Subdivider seeks authorization from the Town to subdivide the Property in accordance with the requirements imposed by Texas statute and the Town Rules, Regulations, and other requirements; and

5. Town Regulations require the completion of various improvements in connection with the development of the Subdivision to protect the health, safety, and general welfare of the community and to limit the harmful effect of substandard subdivisions; and

6. The purpose of this Agreement is to protect the Town from the expense of completing subdivision improvements required to be installed by the Subdivider; and

7. This Agreement is authorized by and consistent with state law and the Town Rules, Regulations, and other requirements governing development of a subdivision.

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

Subdivider's Obligations

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

pursuant to construction plans, permits, and specifications approved by the Town prior to commencement of construction, and subject to inspection, certification, and acceptance by the Town.

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

Notwithstanding the above, Exhibit B schedule permits the phased construction, completion and dedication of the Improvements, with the construction, completion and dedication date for the Park Improvements to be later than the remaining Improvements. The Town will permit the issuance of conditional building permits for a limited number of new residential structures following the completion and dedication of the remaining Improvements, but before the completion and dedication of the Park Improvements; provided, however, that the total number of permits may not exceed 15% [50% IF PARK IMPROVMENTS WILL BE CONSTRUCTED AFTER ALL OTHER STREET, DRAINAGE IMPROVEMENTS] of the total number of lots in the Subdivision, and the issuance of such residential construction permits is subject to the conditions set forth in Exhibit B.

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

11. Security. To secure the performance of Subdivider's obligations under this Agreement, Subdivider agrees to provide adequate financial guarantees of performance in the form of a surety bond acceptable to the Town, a cash deposit to be held by the Town

in escrow, or an irrevocable Bond in the amount of _____ Dollars (\$ _____) (the "Stated Amount"), which amount is the estimated total cost of constructing each of the Improvements as shown on Exhibit B. If a Bond is provided pursuant to this Agreement, it shall be in a standard form acceptable to this Agreement, it shall be in a standard form acceptable to the Town, shall have an expiration date no earlier than one year from the date of its issuance, and shall be issued by a financial institution having a rating equivalent to the minimum acceptable rating established under the Town or County financial institution rating system in effect at the time the initial Bond is issued pursuant to this Agreement (the "Issuer"). During the term of this Agreement and subject to the terms of Paragraph 22 of this Agreement, the Town may revise the standard form Bond it reasonably considers acceptable and necessary to secure the performance of Subdivider's obligations under this Agreement. A Bond satisfying the criteria of this Paragraph (and any substitute or confirming Bond) is referenced to in this Agreement as to the "Bond".

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

Town Obligations

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

14. Notice of Defect. The Town will provide timely notice to the Subdivider whenever inspection reveals that an Improvement is not constructed or completed in accordance with the standards and specifications for health or safety, and the notice of defect includes a statement explaining why the defect creates such immediate and substantial harm,

the cure period may be shortened to no less than five (5) days and the Town may declare a default under this Agreement if not satisfied that the defect is cured after the cure period. Any cure period should be reasonable in relation to the nature of the default.

15. Use of Proceeds. The Town will disburse funds drawn under the Bond for the purposes of completing the Improvements in conformance with the Town requirements and specifications for the Improvements, or to correct defects in or failures of the improvements. The Subdivider has no claim or rights under this Agreement to funds drawn under the Bond or any accrued interest earned on the funds. All funds obtained by the Town pursuant to one or more draws under the Bond shall be maintained by the Town in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the Town. The Town may disperse all or portions of the Escrowed Funds as Improvements are completed and accepted by the Town or in accordance with the terms of a written construction contract between the Town and a third party for the construction of Improvements. Escrowed Funds not used or held by the Town for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with interest accrued thereon, shall be paid by the Town to the Issuer of the Bond no later than sixty (60) days following the Town's acceptance of the Improvement or its decision not to complete the Improvement using Escrowed Funds, whichever date is earlier.

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

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

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

The Town shall provide written notice of the occurrence of one or more of the above events to the Subdivider, with a copy provided to the Issuer. Where a Bond has been provided as the financial guarantee, with respect to an event described by subparagraph (a), the Town

shall provide notice to the Subdivider and the Issuer of the specific default and the notice shall include a statement that the Town intends to perform some or all of Subdivider's obligations under Paragraph 8 for specified Improvements if the failure is not cured. The notice with respect to a default under subparagraph (a) shall be given no less than twenty (20) days before presentation of a draft on the Bond, unless, in the reasonable opinion of the Town, the failure creates an immediate and substantial harm to the public health or safety, in which case the notice shall state why the failure creates an immediate and substantial harm to the public health or safety, and shall be given no less than five (5) days before presentation of a draft on the Bond. In the event of a draw based on subparagraph (a), the Town shall be entitled to draw in the amount it considers necessary to perform Subdivider's obligation under Paragraph 8, up to the amount allocated according to Exhibit B for any Improvement it states its intent to construct or complete in accordance with the standards and specifications for such improvement. The Subdivider hereby grants to the Town, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such Improvements. Where a Bond has been provided as the financial guarantee, with respect to an event described by a subparagraph (b), (c), or (d), the notice shall be given no less than twenty (20) days before presentation of a draft on the Bond. In lieu of honoring a draft based on an event described in subparagraph (b) or (c), the Issuer of the Subdivider may deliver to the Town a substitute Bond if the event is described by subparagraph (b) or a described by subparagraph (c). If the Issuer has acquired all or a portion of the Property through foreclosure or an assignment or conveyance in lieu of foreclosure, in lieu of honoring a draft based on an event described in subparagraph (d), the Issuer may deliver to the Town a substitute or confirming Bond.

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

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

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

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

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

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

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

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

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

all of its rights under this Agreement, and any such assignment shall be effective upon notice to the Subdivider and the Issuer.

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

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

if to Subdivider: _____

Attn: _____

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

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

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

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

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

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

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

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

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

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

the Issuer in issuing the Bond.

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

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OFFICIAL: _____
Ruben Mendoza, Mayor

SUBDIVIDER: _____

[SIGNATURES OF THE PARTIES TO BE ACKNOWLEDGED]

ACKNOWLEDGEMENTS

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this ___ day of _____, 20___, by **Ruben Mendoza**, as **Mayor** of the **Town of Horizon City, Texas**.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS

COUNTY OF EL PASO

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

Notary Public, State of Texas

My commission expires:

EXHIBITS:

EXHIBIT A: METES AND BOUNDS DESCRIPTION

EXHIBIT B: SUBDIVISION IMPROVEMENTS

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

***Conditions Regarding Conditional Building Permits**

- 1) Per Town policy, the total number of conditional building permits may not exceed 15% of the total number of lots after the Subdivision plat has been approved but prior to the completion of the Improvements and inspection, dedication and acceptance by the Town for maintenance, and shall be subject to the Town's Conditional Building Permits (Early Start) Policy, adopted October __, 2016;
- 2) Following the dedication and acceptance of the Improvements by the Horizon Regional Municipal Utility District and the Town, with the exception of the Park

Improvements, the total number of conditional permits may be increased to an amount not to exceed 50% of the total number of lots in the Subdivision. [THIS APPLIES ONLY WHEN THERE ARE PARK IMPROVEMENTS THAT WILL BE CONSTRUCTED AFTER STREET, DRAINAGE AND OTHER REQUIRED IMPROVEMENTS]

- 3) Work done under any Conditional Building Permit cannot be concealed and shall remain open for inspection and can only proceed to the point where the next sequential inspection is required.
- 4) The financial security required in this Agreement shall be submitted and approved prior to commencement of construction under any conditional building permit.
- 5) No final Inspection will be performed nor will any Certificate of Occupancy be issued by the Building Official until all of the Improvements, including but not limited to the Park Improvements, have been completed, inspected, dedicated and accepted by the Town for maintenance.

SECTION B-1 FEES

A. GENERAL SUBDIVISION FEE. To cover general expenses related to processing subdivision, a subdivision fee will be charged prior to the preliminary plat approval. The subdivision fee shall be \$150.00, or \$5.00 per lot, whichever is greater.

B. ENGINEERING FEES. The Town shall be reimbursed for all Town engineering fees incurred for the required inspection, testing and approval of any subdivision. These fees shall be paid at the time they are incurred. Town engineering fees are as scheduled:

Sketch Plat Review \$ 50.00

Preliminary Plat Review \$100.00

Variance Request \$150.00

Engineering Report Review \$150.00

Construction Plans & Specification Review \$150.00

Note: 1. The Developer has the option of contracting the services of a certified testing laboratory, approved by the Town, to conduct all required testing. If this option is selected, the Developer shall be responsible for payment of all laboratory fees; promptly provide copies of all test results to the Town Engineer and pay a basic testing fee of \$100.00 to the

Town prior to commencing construction.

2. In the event that the inspection and/or testing requirements involve specialized engineering review, the Town will retain the services of a Registered Professional Engineer to perform these services. The additional cost of the consulting engineering review shall be reimbursed to the Town by the Developer. If possible, estimates of the additional costs will be provided to the Developer prior to any special inspections and/or review.

C. VACATION AND REPLAT FEES. To cover general expenses related to processing, any replat, or vacation of plat shall require a fee of \$25.00 for each action.

D. METHOD OF PAYMENT. Fee shall be made payable to the Town of Horizon City, Texas. All fees, including Town engineering fees, shall be paid at the time of application for preliminary approval. Fees are non-refundable.

EXHIBIT C: BOND



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: March 20, 2020
To: Honorable Mayor and Members of City Council
From: Michelle Padilla, Planning Director
SUBJECT: On a Fifth Amendment with Ruth Villarreal DBA Multi-Greenery for parks and grounds maintenance extending the terms of the contract for three months. The extended terms shall expire on June 30, 2020.

The current Parks and Grounds Maintenance Contract is set to expire on March 31, 2020. Staff solicited proposals for a new Parks and Grounds Maintenance Contract; however, a full evaluation of the proposals was unable to be conducted due to certain issues with the proposals that were submitted. Staff is recommending that the proposals be rejected and a new Request for Proposals be issued as described in Item #10 of the agenda.

In order to continue the maintenance services while that new RFP is conducted, staff is recommending that the City Council extend the current contract for three months.

Attached for your review is the proposed fifth amendment to the maintenance contract.

THE STATE OF TEXAS) **FOURTH AMENDMENT TO CONTRACT**
) **SOLICITATION NO. 2015-017PW**
COUNTY OF EL PASO) **FOR PARKS AND GROUNDS MAINTENANCE**

THIS FIFTH AMENDMENT TO CONTRACT (“Amendment”) entered into this ____ day of March, 2020 by and between the TOWN OF HORIZON CITY, hereinafter called the "City", and RUTH VILLAREAL DBA MULTI-GREENERY, hereinafter called "the Contractor".

RECITALS

WHEREAS, the City issued a Request for Proposals, Solicitation No. 2015-017PW (Rebid) (“RFP”) to enter into a contract with the Contractor to provide Parks and Grounds Maintenance Services as further described in the Scope of Services in the RFP;

WHEREAS, the City reviewed and evaluated the proposals received in response to the RFP and on December 22, 2015 awarded a contract to the Contractor for the services offered in the Contractor’s proposal deemed most responsive to the City’s RFP and the City’s needs; and

WHEREAS, on November 14, 2017, November 13, 2018, and December __, 2019, the City Council approved the First, Second, Third and Fourth Amendments to Contract, respectively, in order that the Contractor would provide the additional Parks and Grounds Maintenance Services for a trail along a portion of Darrington, two new parks and additional ponding areas;

WHEREAS, the Town is in the process of rebidding the parks and grounds maintenance work and staff requests that a short extension be approved to allow the completion of the procurement process for such services; and

WHEREAS, the parties desire to amend the Contractor in order to extend the Term of the contract to allow the completion of the procurement process.

AGREEMENT

NOW THEREFORE, for the consideration and promises, the parties do mutually agree as follows:

A. EXTENTION OF TERM. Section 1 of the Contract, Term, is hereby amended as follows:

The City hereby exercises its option to extend the Term of the Contract for an additional year (“Extended Term”). The Extended Term shall commence on April 1, 2020 and terminate on June 30, 2020.

B. MANDATORY DISCLOSURES:

Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).

C. COMPLETE AGREEMENT. The Compensation to the CONTRACTOR for Services under the Contract shall be amended to revise Article XI, Complete Agreement as follows:

The Contract, including the First, Second and Third Amendments, and this Fourth Amendment, embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

D. FULL FORCE AND EFFECT. Except as set forth in this Amendment, all remaining terms and conditions of the Contract (which consists of the Contract, the RFP and the Contractor’s initial proposal) shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to Contract on the _____ day of _____, 2020.

TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

Elvia Schuller
City Clerk

[Additional signatures on next page]

Approved as to Legal Form:

Approved as to Content:

Bertha A. Ontiveros
Assistant City Attorney

Michelle Padilla
Planning Director

CONTRACTOR
RUTH VILLAREAL DBA MULTI-GREENERY

Name: Ruth Villareal
Title: Owner



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: March 20, 2020
To: Honorable Mayor and Members of City Council
From: Michelle Padilla, Planning Director
SUBJECT: On a request that the City Council reject all bids received for the Parks and Grounds Maintenance Contract (Bid No. 2020-001PW).

On March 11, 2020, staff solicited bids for the Parks and Grounds Maintenance Contract (2.75 year contract). Four proposals were submitted as follows:

- Abescape Landscaping - \$679,690.00
- Accent Landscaping – \$1,235,474.00
- Multi-Greenery - \$791,885.48
- Zayza Irrigation - \$1,581,000.00

During the evaluation of the proposals, staff identified issues that prevented an appropriate analysis of all the bids. One proposer did not include nor acknowledge the issued addenda which may have affected the proposal costs. Most of the proposers' references were not responsive. Being that this is a best value bid, the reference information is needed to adequately evaluate the proposers' performance and quality of work. Therefore, staff recommends that all bids received for this project be rejected at this time. Staff will rebid the project in the near future.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: March 20, 2020

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: **1st Reading of Ordinance ____:** An ordinance amending the Municipal Code of the Town of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), to revise and amend the following: 1) Subchapter 4 (Residential Districts) to add a residential district, amend development standards by revising lot and building sizes, setbacks, and revise regulations related to uses permitted by Specific Use Permit; 2) Subchapter 8 (General Provisions), Section 804 (Wall Standards) to revise the rear wall standards for rear walls on golf course lots; and providing for the following: findings of fact; repealer; severability; proper notice and hearing; the penalty being as provided in Section 810 of the City Code, Chapter __, Section __ of the Town of Horizon City, Texas, creating a misdemeanor punishable by a fine not to exceed \$2,000.00.

On March 16, 2020, the Planning and Zoning Commission voted unanimously to recommend that the City Council approve the proposed zoning amendment. The attached amendment establishes an additional residential zoning district and adjusts the minimum lot requirements for residential lots which will allow for a range of sizes from 5,000 square feet to 9,000 square feet for more. It also allows for an administrative process to issue specific use permits for temporary real estate offices in new residential structures and provides for more flexible height standards for rear walls along the golf course.

The P&Z Commission did question why 4,500 square foot lots were not considered and staff informed the Commission that the recommendation was based on comments and concerns that had been expressed previously in response to similar proposed changes.

This amendment is brought forward in accordance with the City's Shaping Our Horizon: 2030 - Comprehensive and Strategic Plan which calls for the following strategic actions in regard to land use:

- Establish zoning to accommodate denser and more walkable mixed-use development
- Revise existing zoning categories to simplify and align with the Future Land Use Map
- Enable neighborhood character through lot and home size variety

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE TOWN OF HORIZON CITY, TEXAS, CHAPTER 14 (ZONING), EXHIBIT A (ZONING ORDINANCE), TO REVISE AND AMEND THE FOLLOWING:

1) SUBCHAPTER 4 (RESIDENTIAL DISTRICTS) TO AMEND DEVELOPMENT STANDARDS BY REVISING LOT AND BUILDING SIZES, SETBACKS, AND REVISE REGULATIONS RELATED TO USES PERMITTED BY SPECIFIC USE PERMIT; 2) SUBCHAPTER 8 (GENERAL PROVISIONS), SECTION 804 (WALL STANDARDS) TO REVISE THE REAR WALL STANDARDS FOR REAR WALLS ON GOLF COURSE LOTS; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; PROPER NOTICE AND HEARING; THE PENALTY BEING AS PROVIDED IN SECTION 810 OF THE CITY CODE, CHAPTER __, SECTION __ OF THE TOWN OF HORIZON CITY, TEXAS, CREATING A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED \$2,000.00.

WHEREAS, a proposal was brought forward by staff to and considered by the Town of Horizon City Planning and Zoning Commission to amend portions of the Zoning Ordinance as set forth in Chapter 14 of the Municipal Code; and

WHEREAS, the Planning and Zoning Commission considered the staff's proposals at its _____, 2020 meeting and voted to recommend [approval] of the change to the ordinance; and

WHEREAS, the notice required by the Texas Local Government Code has been published in a newspaper of general circulation; and

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

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

WHEREAS, pursuant to Texas Local Government Code section 51.001, the Town has general authority to adopt an ordinance that is for the good government, peace or order of the Town and is necessary or proper for carrying out a power granted by law to the Town; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace and order of the Town of Horizon City to adopt this Ordinance and technical code; and

WHEREAS, the City Council finds that the costs and fees provided for in this ordinance reflect the costs of issuing permits and providing the regulated services.

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

I. ENACTMENT OF AMENDMENTS

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code, the City Council of the Town of Horizon City hereby enacts and adopts this Ordinance to amend Chapter 14 of the Municipal Code, which chapter regulates zoning within the territorial limits of the Town of Horizon City and related matters, to amend Sections 103, 202, 301, 302, 401, 403, 404, 405, 502, 503, 602, 603, 703, 802, 803, 804, 807, 812, 901 and 1311, and Appendix I as follows:

**CHAPTER 4
Residential Districts**

Section 401 Districts Established

401.1 General

The following districts have been established as residential zones for the Town of Horizon City for zoning and rezoning of properties after the adoption of this Ordinance amending Ordinance No. 0102 (February 24, 2015):

R-1	R-3	<u>R-5</u>	R-MH
R-2	R-4	R-PD	

Section 405 Bulk Regulations

405.1 Lot Size Standards

	Min. Lot Areas (square feet)	Min. Average Lot Width (feet)	Min. Lot Depth (feet)
R-1	9,000	60	120
R-2	6,000	50	100

R-3	6,000 <u>5,500</u>	50 <u>45</u>	90
R-4	8,000 for duplexes <u>5,000</u>	50 <u>45</u>	100 <u>90</u>
<u>R-5</u>	<u>8,000 for duplexes</u>	<u>50</u>	<u>100</u>
R-PD	6,000	50	100
R-MH	Unspecified	50	100
Other Permitted Uses	9,000	150	200

405.2 Setback Requirements

	Minimum Front Yard	Minimum Side Yard	Minimum Side Yard Abutting a Street	Minimum Rear Yard
R-1	20 feet	10 feet	15 feet	20 feet
R-2, R-3, R-4, <u>R-5</u>	20 feet	5 feet	10 feet	20 feet
R-PD	20 feet	5 feet	10 feet	20 feet
R-MH	20-30 feet	5 feet	15 feet	20 feet
Other Permitted Uses	20 feet without parking 45 feet with parking	15 feet	15 feet	20 feet

405.3 Dwelling Size Standards

Dwelling size standards, in minimum square feet, excluding garages, carports, porches and patios, are as follows:

		Square Feet (Minimum)	
R-1	Single-family dwelling	2,000 1,500	1 story more than 1 story*

R-2	Single-family dwelling	1,500 800	1 story more than 1 story*
R-3	Single-family dwelling	1,250 800	1 story more than 1 story*
R-4	Two-family duplex dwelling Single-family dwelling	1,800 1,000 900 800	1 story each unit more than 1 story *
R-5	Two-family duplex dwelling	1,800 900	1 story each unit
R-5	Single-family dwelling	1,500 1,000	1 story more than 1 story*
R-PD	Single-family dwelling*	1,000 900	1 story 2 story provided total is 1,400+
R-MH	Single-family dwelling	728	
* Minimum square footage of the main floor. Total square footage of 1+ stories shall be at least the square footage of 1 story.			

Section 406 Uses Permitted by Specific Use Permit (SUP)

406.1 General

The following uses may be permitted by a Specific Use Permit that is administratively approved by the Mayor or his designee, if approved by the City Council, with or without conditions, ~~following a report by the Planning and Zoning Commission~~, in accordance with the ~~procedures, guides and standards of the City Code~~.

A. Temporary real estate sales office associated with a new residential development conducted within:

1. a new residential structure adapted for that purpose; or,
2. a commercial office trailer placed on a residential lot within the aforementioned new residential development, provided however that such commercial office trailer is not also used for residential purposes.

406.2 Cessation of Temporary Uses

A. Real estate sales office uses, as otherwise authorized by Section 4.06.1.B [406.1.A], shall not continue for more than twelve months, unless expressly extended by the ~~City Council~~ Mayor or his designee. Only one six-month extension shall be allowed.

B. Any adaptations of residential structures shall be removed at the end of the term of use.

C. Any commercial office trailer used for a real estate sales office shall be removed within 30 days of the cessation of its authorized use as a sales office.

CHAPTER 8 General Provisions

Section 802 Wall Standards

802.2 Regulations *(amending only subsections 802.2.3)*

802.2.3 Rear walls on golf course lots shall be of rock and mortar two feet (2') high with one foot (1') square rock pillars constructed on the wall every ten feet (10') with rails of wrought iron set between the pillars. The maximum height of the wrought iron sections shall be six feet (6') in height from finished grade. The height of the rock pillars may match the height of the wrought iron. The rear wall height shall comply with Subsection 807.1.0 when applicable. The Building Official may allow the location of one or more pillars to be adjusted for the wall to correctly fit the property dimensions.

II. FINDINGS OF FACT

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

III. REPEALER

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

IV. SEVERABILITY

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

V. EFFECTIVE DATE

This ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect 60 days from and after the date of its final passage and adoption.

VI. PROPER NOTICE AND MEETING

It is officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52, Texas Local Government Code and the Charter of the Town of Horizon City, Texas.

PASSED AND APPROVED this the ____ day of _____, 2020, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Horizon City, Texas.

Town of Horizon City

Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Bertha A. Ontiveros
Assistant City Attorney

Michelle Padilla, AICP, CNU-A
Planning Director

First Reading:

Second Reading:

FILED FOR RECORD
IN MY OFFICE

2020 MAR 24 AM 11:51

D. S. [Signature]
COUNTY CLERK
EL PASO COUNTY, TEXAS

ORDER NO. 7 BY THE COUNTY JUDGE OF EL PASO COUNTY, TEXAS

DATE ORDER ISSUED: MARCH 24, 2020

WHEREAS, pursuant to Texas Government Code Section 418.108, the El Paso County Judge issued a Declaration of Local Disaster for Public Health Emergency on March 13, 2020, due to a novel coronavirus now designated SARS-CoV-2 which causes the disease COVID-19; and

WHEREAS, the on-going evaluation of circumstances related to the virus and the updated recommendations of the Centers for Disease Control and the Texas Department of State Health Services warrant the March 13, 2020 Order of the County Judge; and

WHEREAS, on March 16, 2020, the President of the United States of America acknowledged the gravity of the COVID-19 pandemic, releasing strict new guidelines to limit people's interactions, including that Americans should avoid groups of more than 10 people; and

WHEREAS, on March 19, 2020, the El Paso County Commissioners Court issued an Emergency Order Of the County Of El Paso, Texas Extending A Disaster Declaration Due To A Public Health Emergency that affirmed the activation of the El Paso County Emergency Management Plan and extends the Declaration of Local Disaster until such time that it is rescinded by order of the Commissioners Court.

NOW THEREFORE, I, COUNTY JUDGE FOR EL PASO COUNTY, TEXAS PURSUANT TO THE AUTHORITY VESTED BY TEXAS GOVERNMENT CODE CHAPTER 418, HEREBY FIND AND ORDER:

SECTION 1. Stay at Home or Place of Residence. All individuals living within the County of El Paso are ordered to temporarily stay at home or at their place of residence. Effective Tuesday, March 24, 2020 at 11:59 PM MDT, unless terminated or modified by a subsequent Order, the County Judge of El Paso County, Texas, deems it in the public interest to issue this Order, and orders that all individuals currently living in El Paso County, Texas to stay at home or at their place of residence except as allowed by this Order. For the purposes of this Order, residences include hotels, motels, shared rentals, and similar facilities. To the extent individuals are using shared or outdoor spaces, they shall, to the greatest extent feasible, maintain social distancing of at least six feet from any other person, consistent with the Social Distancing Requirements, as defined in Section 5.i. below. All persons may leave their residences only to perform certain Essential Activities, to perform work or operate in an Essential Business, Essential Governmental Functions, or in Critical Infrastructure, engage in Essential Travel or Minimum Basic Operations all defined below. This Order takes effect on Tuesday, March 24, 2020 at 11:59 PM MST and will continue unless terminated or modified by subsequent Order, subject to the limited exceptions and under the terms and conditions more particularly set forth below.

SECTION 2. Non-Essential Business and Operations Must Cease. All businesses or operations with a facility in the County of El Paso, except Essential Businesses as defined in Section 5.f.

below, are required to cease all activities at facilities located within the County except Minimum Basic Operations as defined in Section 5.g. below, and except to allow staff to deliver (or provide curbside) products that individuals have purchased online or for which they have otherwise prepaid. For clarity businesses may also continue operations consisting exclusively of employees or contractors performing activities at their own residences (i.e. working from home).

SECTION 3. Prohibited Activities. All public or private gatherings of any number of people occurring outside a single household or living unit are prohibited, except as otherwise provided herein. Nothing in this Order prohibits the gathering of members of a household or living unit. Nursing homes, retirement and long-term care facilities are to prohibit non-essential visitors from accessing their facilities unless to provide critical assistance or for end-of-life visitation.

SECTION 4. Travel. All travel, including but not limited to, travel on foot, bicycle, scooter, motorcycle, automobile, or public transit, except for purposes of Essential Travel, performing Essential Activities or going to work in an Essential Business, Government Service, or Critical Infrastructure, as defined in Section 5.c. below, is prohibited. To the greatest extent feasible, people riding on public transit shall comply with the Social Distancing Requirements as defined in Section 5.i. below. Notwithstanding anything to the contrary, if someone in a household has tested positive for COVID-19, the household is ordered to isolate at home. Members of the household cannot go to work, school, or any other community function until cleared by a medical professional but may seek medical services as needed from medical personnel and facilities.

SECTION 5. Definitions and Exemptions.

- a. **Individuals experiencing homelessness.** A person that is homeless is exempt from this Order, however, such a person is strongly urged to obtain shelter.
- b. **Essential Activities.** For purposes of this Order, individuals may leave their residence only to perform any of the following “Essential Activities”. People at high risk of severe illness from COVID-19 and people who are sick are urged to stay in their residence to the extent possible except as necessary to seek medical care.
 - i. **For Health and Safety.** To engage in activities or perform tasks essential to their health and safety, or to the health and safety of their family or household members (for example, obtaining medical supplies or medication, visiting a health care professional, or obtaining supplies need to work from home).
 - ii. **To obtain Necessary Supplies and Services.** To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others (for example, food, pet supply, and any other household consumer products), and products necessary to maintain the safety, sanitation, and essential operation of residences.
 - iii. **For Outdoor Activity.** To engage in outdoor activity, provided the individuals comply with Social Distancing Requirements of six feet (for example, walking, biking, hiking, or running). Individuals may go to public parks and open outdoor recreation areas, but are discouraged from using playground or outdoor exercise equipment.

- iv. **For Certain Types of Work.** To perform work providing essential products and services at an Essential Business or to otherwise carry out activities specifically permitted in this Order.
 - v. **To Take Care of Others.** To care for a family member or pet in another household or to care for a friend, child, the elderly, sick or dying.
 - vi. **To Seek Safe Residence.** Individuals whose residences are unsafe or become unsafe, such as victims of domestic violence, are permitted and urged to leave their homes and stay at a safe alternative home or residence.
- c. **Essential Critical Infrastructure.** Work necessary to the operations and maintenance of the 16 critical infrastructure sectors as identified by the National Cybersecurity and Infrastructure Agency (CISA) including public works construction, residential and commercial construction, airport operations, water, sewer, gas, electrical, oil refining, roads and highways, public transportation, solid waste collection and removal, internet, and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services), financial institutions, defense and national security-related operations, essential manufacturing operations provided that they carry out those services or that work in compliance with social distancing requirements of six feet, to the extent possible. Essential Businesses providing essential critical infrastructure should implement screening precautions to protect employees and all activity shall be performed in compliance with social distancing guidelines.
- d. **Essential Government Functions.** All services provided by local governments needed to ensure the continuing operation of the government agencies to provide for the health, safety and welfare of the public. Further, nothing in this Order shall prohibit any individual from performing or accessing “Essential Government Functions.” Each government body shall determine its Essential Government Functions and identify employees and/or contractors necessary to the performance of those functions. All Essential Government Functions shall be performed in compliance with social distancing requirements of six feet, to the extent possible.
- e. **Businesses Covered by this Order.** For the purposes of this Order, covered businesses include any for-profit, non-profit, or educational entities, regardless of the nature of the service, the function they perform, or its corporate or entity structure.
- f. **Essential Business.** For purposes of this Order, Essential Business shall be defined as the following:
- i. **Healthcare Operations.** Healthcare operations, including hospitals, clinics, dentists, pharmacies, pharmaceutical and biotechnology companies, other healthcare facilities, healthcare suppliers, mental health providers, substance abuse service providers, blood banks, medical research, laboratory services, or any related and/or ancillary healthcare services. Home-based and residential-based care for seniors, adults, or children are also considered healthcare operations. Healthcare operations also includes veterinary care and all health and welfare services provided to animals. This exemption shall be

viewed broadly to avoid any impacts to the delivery of healthcare. This includes all ancillary workers necessary for the delivery of healthcare services. Healthcare operations do not include fitness and exercise gyms and similar facilities. In accordance with the Governor Abbott's orders issued on Sunday, March 22, 2020 healthcare operations do not include elective medical, surgical, and dental procedures.

- ii. **Essential Retail.** Food service providers, including grocery stores, warehouse stores, big-box stores, bodegas, liquor stores, gas stations and convenience stores. Food cultivation, including farming, fishing, and livestock. Businesses that ship or deliver groceries, food, goods or services directly to residences. Restaurants and other facilities that prepare and serve food, but only for delivery or carry out. Schools and other entities that typically provide free services to students or members of the public on a pick-up and take-away basis only. The restriction of delivery or carry out does not apply to cafes and restaurants located within hospital and medical facilities. Laundromats, dry cleaners, and laundry service providers. Automobile dealerships, auto manufacturing and assembly, auto-supply, auto and bicycle repair, hardware stores, and related facilities. Businesses that supply products needed for people to work from home. This exemption does not apply to outdoor food stalls or other goods sold in an outdoor market, including but not limited to farmers' markets and swap meets.
- iii. **Providers of Basic Necessities to Economically Disadvantaged Populations.** Businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals.
- iv. **Essential Services Necessary to Maintain Essential Operations of Residences or Other Essential Businesses.** Trash and recycling collection, processing and disposal, building cleaning, maintenance and security, warehouse/distribution and fulfillment, and storage for essential businesses. Plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operations of residences and Essential Businesses. Professional services, such as legal or accounting services, when necessary to assist in compliance with legally mandated activities. Businesses that supply other essential businesses with support or supplies needed to operate. Petroleum refineries.
- v. **Media.** Newspapers, television, radio, and other media services. Members of the media will be required to follow the Social Distancing Requirements as listed in this Section I below.
- vi. **Financial Institutions.** Banks and related financial institutions, consumer lenders, sales and finance lenders, credit unions, appraisers, and title companies.
- vii. **Mail and Delivery Services.** Businesses providing mailing and shipping services, including post office boxes.
- viii. **Educational Institutions.** Educational institutions- including public and private K-12 schools, colleges, and universities-for purposes of facilitating distance learning or

performing essential functions, provided that social distancing of six-feet per person is maintained to the greatest extent possible.

- ix. **Supplies for Essential Businesses, Critical Infrastructure and Essential Government Functions.** Businesses that supply other Essential Businesses, Critical Infrastructure, and Essential Government Functions with the support or supplies necessary to operate; including but not limited to computers, audio and video electronics, hardware, paint, electrical and plumbing material. Sanitary equipment, medical equipment and supplies, and food and beverages. This includes businesses and manufacturers that retool so that a substantial part of their business is for the purpose of manufacturing and producing ventilators.
- x. **Food Delivery Services.** Businesses that ship or deliver groceries, food, goods or services directly to residences or stores that sell groceries or other essential supplies.
- xi. **Transportation.** Taxis, trains, and other private transportation providers (such as Uber and Lyft) that provide transportation services necessary for the performance of Essential Activities, Essential Businesses, Critical Infrastructure, Essential Government Functions, and Essential Travel. This includes transportation maintenance services such as mechanics necessary to keep transportation services operational.
- xii. **Home-Based Care and Services.** Home-based care for the sick or dying, seniors, adults, or children, including caregivers who may travel to provide support and/or care.
- xiii. **Residential Facilities and Shelters.** Residential facilities and shelters for seniors, adults, children, including but not limited to homeless shelters, centers against family violence, and transitional housing.
- xiv. **Information Technology Services.** IT and IT services and their essential services vendors, including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, web-based services, and critical manufacturing. This includes stores primarily engaged in repairing computers, electronics and cell phones.
- xv. **Childcare Facilities.** Childcare facilities providing services that enable employees exempted in this Order to work as permitted. To the extent possible, childcare facilities must operate under the following mandatory conditions:
 - 1. Childcare must be carried out in stable groups of 10 or fewer (“stable” means that the same 10 or fewer children are in the same group each day).
 - 2. Children shall not change from one group to another, unless there is a closure of a childcare facility that requires a child to be placed in a new childcare facility. Children coming from facilities that may have closed shall be grouped together in one group, when possible.
 - 3. If more than one group of children is cared for at one facility, each group shall be in a separate room. Groups shall not mix with each other.

4. Childcare providers shall remain solely with one group of children.
- xvi. **Animal Shelters and other Business that Maintain Live Animals.** Business that maintain and care for live animals are not permitted to allow any visitors or patrons, but may continue to operate to the extent necessary to provide for the animals. Nothing in this Section shall prohibit a non-employee from entering the premises to perform an Essential Health Care Services or another Essential Business Service.
- xvii. **Vector and Pest Control.** Establishments primarily engaged in exterminating and controlling birds, mosquitos, rodents, termites, wasps, and other insects and pests.
- xviii. **Funeral and Post-Mortem Services:** Workers performing mortuary services, including funeral homes, crematoriums, and cemetery workers. Workers who coordinate with other organizations to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to behavioral health services to family members, responders, and survivors of an incident.
- g. **Minimum Basic Operations.** For the purposes of this Order, “Minimum Basic Operations” include the following, provided that employees comply with Social Distancing Requirements as defined in this Section, to the extent possible, while carrying out such operations:
- i. The minimum necessary activities to maintain the value of the business’s inventory, preserve the condition of business’s physical plant and equipment, ensure security, process payroll and employee benefits, or for related functions; or
 - ii. The minimum necessary activities to facilitate employees of the business being able to continue to work remotely from their residences.
- h. **Essential Travel.** For the purposes of this Order, “Essential Travel” includes travel for any of the following purposes. Individuals engaged in any Essential Travel must comply with all Social Distancing Requirements as defined in this Section.
- i. Any travel related to the provision of or access to Essential Activities, Essential Governmental Functions, Essential Businesses, Critical Infrastructure, or Minimum Basic Operations;
 - ii. Travel to care for or transport the elderly, minors, dependents, persons with disabilities, or other vulnerable persons, pets, or livestock;
 - iii. Travel to or from educational institutions for purposes of receiving materials for distance learning, for receiving meals, and any other related services;
 - iv. Travel to return to a place of residence from outside the jurisdiction;
 - v. Travel required by law enforcement or court order, including an administrative court order;
 - vi. Travel by church staff/clergy for the purpose of production of remote delivery of religious services and other ministries requiring travel;

- vii. Travel required for non-residents to return to their place of residence outside the County. Individuals are strongly encouraged to verify that their transportation out of the County remains available and functional prior to commencing such travel;
 - viii. Travel engaged in interstate commerce and otherwise subject to the provisions of the Commerce Clause of the United States Constitution.
- i. **Social Distancing Requirements.** For purposes of this Order Social Distancing Requirements include maintain at least six-foot social distancing from other individuals, washing hands with soap and water for at least twenty seconds as frequently as possible or using hand sanitizer with at least 60% alcohol, covering coughs or sneezes (into the sleeve or elbow, not hands), regularly cleaning high-touch surfaces, and not shaking hands.

SECTION 6. Enforcement. This Order is issued during a state of disaster and during the activation of the Office of Emergency Management Basic Plan. The El Paso County Sheriff's Office and other peace officers are hereby authorized to enforce this Order. Pursuant to Texas Government Code § 418.173, a violation of this Order is a misdemeanor punishable by a fine not to exceed \$1,000 or confinement in jail for a term not to exceed 180 days.

SECTION 7. Essential Services Exempted. Notwithstanding the above restriction, this Declaration is not intended to apply to any business operations delivering essential services. Essential Services means services, by whomsoever rendered, and whether rendered to the government or to any other person, the interruption of which would endanger life, health or personal safety of the whole or part of the population.

SECTION 8. Term. This Order shall be effective on Tuesday, March 24, 2020 at 11:59 PM MST, and continuing until otherwise terminated, rescinded, superseded, or amended by the County Judge or Commissioners Court pursuant to applicable law.

SECTION 9. Order Posting. The County of El Paso must promptly provide copies of this Order by posting on the El Paso County website. In addition, the owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and to provide a copy to any member of the public asking for a copy.

SECTION 10. Savings Clause. If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.

SECTION 11. This order supersedes all previous orders on this matter that are in conflict or inconsistent with its terms, and this order shall remain in effect until the state of local disaster is terminated, subject to being extended, modified, amended, rescinded, or superseded by me.

ORDERED this the 24th day of March, 2020, in the County of El Paso, Texas.

(SIGNATURE PAGE FOLLOWS)

THE COUNTY OF EL PASO, TEXAS

Ricardo A. Samaniego

Ricardo A. Samaniego, County Judge