



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, January 12, 2021, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, January 12, 2021 at 6:00 PM** at Virtual Meeting, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

**** OPEN MEETINGS DURING COVID-19 EMERGENCY DISASTER PERIOD ****

After declaring a state emergency on March 16, 2020, Governor Greg Abbott temporarily suspended certain requirements of the Texas Open Meetings Act that require governmental officials and the public to be physically present at the public meeting location in order to reduce face-to-face contact and mitigate the spread of COVID-19.

Participation by members of the public is welcome. To participate in public comment, interested members of the public **MUST** sign up prior to the meeting by emailing citycouncilmeetings@horizoncity.org or calling (915) 852-1046, EXT #106, or submit their comment or question by emailing citycouncilmeetings@horizoncity.org and the comments will be read during the Open Forum or the appropriate agenda item.

An electronic copy of the meeting agenda materials will be posted on our City Website at the following link:
<https://v3.boardbook.org/Public/PublicHome.aspx?ak=1001244>.

The Town Council and staff will participate in this meeting via videoconferencing or telephone conference. Members of the public may view the meeting online or by videoconferencing via the following:

To watch by videoconferencing:

<https://townofhorizoncity.my.webex.com/townofhorizoncity.my/j.php?MTID=me6946532be94983fe869213e7747b930>

Meeting number (access code): 126 002 7230

Meeting password: vMvMzS3Kv84

To Join by Phone

1-408-418-9388

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

CONSENT AGENDA

All matters listed under the CONSENT AGENDA are considered routine and will be enacted in one motion. There will be no separate discussion of these items unless a member(s) of the City Council requests one or

more items be removed from the CONSENT AGENDA to the REGULAR AGENDA for separate discussion and action prior to the City Council's vote to adopt the CONSENT AGENDA.

- 3. Approval of Minutes from:** 4
12/08/2020 Regular City Council Meeting
- 4. Request to Excuse Absent Council Members:**
REGULAR AGENDA
- 5. Discussion and Action:** 9
Mayor/CIP Manager
On an update on the Capital Improvement Program.
- 6. Discussion and Action:** 47
Mayor/CIP Manager
On approval of a Second Amendment to the Professional Services Agreement with Moreno Cardenas Inc. (MCI) for additional Construction Management Services for Golden Eagle Park Improvements, a CIP Project.
- 7. Discussion and Action:** 60
Mayor/CIP Manager
On options to improve, change use or vacate Howard Lowe Dr.
- 8. Discussion and Action:** 61
Mayor/Planning Director
This item was postponed at the 12/8/20 Regular City Council Meeting.
On the final subdivision application for the Horizon Town Center Unit Two subdivision (SUB002455-2020; 4th submittal), legally described as being a portion of CD Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas and authorizing the Mayor to finalize negotiations on and execute the Developer Participation Agreement for the parkland dedication requirements and the Subdivision Construction Agreement. Application submitted by Conde, Inc.
- 9. Discussion and Action:** 83
Mayor/Planning Director
On a final subdivision application (#SUB002459-2020) for the West Eastlake Estates Unit Two subdivision, legally described as being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Survey, Town of Horizon City, El Paso, County, Texas. Containing 19.776 acres +/- Application submitted by Ithaca Development, LLC.
- 10. Discussion and Action:** 94
Mayor/Asst. City Atty
Emergency Ordinance - On the adoption of an Ordinance to continue the Emergency Ordinance instituting emergency measures due to a public health emergency; severability clause; penalty as provided herein.
- 11. Discussion and Action:** 97
Mayor/Asst. City Atty
On an update to Town projects for expending Federal Coronavirus Relief Funds and authorize the 1st amendments to contracts with ESD #1, Under One Roof, El Pasoans Fighting Hunger and UTEP Hunt Institute and authorize the Mayor to sign any agreements necessary to implement any coronavirus projects.
- 12. Discussion and Action:** 101
Mayor/Asst. City Atty
On a Third Amendment to Interlocal Subrecipient Grant Agreement with the County of El Paso to extend the term for the distribution of Federal Coronavirus Relief Funds.
- 13. Discussion and Action:**
Mayor/Asst. City Atty
On an update regarding the Town's workgroup drafting a Smoke-Free Ordinance.
- 14. Discussion and Action:**
Mayor/Chief McConnell
On the Amendment to Net-Tech Contract to exercise the right to renew for an additional year.
- 15. 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:

Motion to Adjournment: _____ 2nd _____

Dated this

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 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

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

**MINUTES
AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, December 8, 2020, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, December 8, 2020 at 6:00 PM**, at Virtual Meeting, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

The Town Council and staff will participate in this meeting via videoconferencing or telephone conference.

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:

11/23/2020 Special City Council Meeting.

4. Discussion and Action:

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

5. Request to Excuse Absent Council Members:

Alderman Miller requested Item #4 be pulled and be heard under the regular agenda.

A motion was made by Alderman Corral and seconded by Alderman Renteria to pull Item #4 from consent and 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:

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

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Corral to accept the CIP Report as presented. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

6. Discussion and Action:

Mayor/CIP Manager

On the Articles of Incorporation and Bylaws for the El Paso Area Transportation Service, LGC, a public non-profit corporation and governmental unit organized as a local government corporation to encourage and assist local government to provide and deliver multimodal transportation in Greater El Paso County Area.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Corral to approve the Articles of Incorporation and Bylaws for the El Paso Area Transportation Service, LGC, a public non-profit corporation and governmental unit organized as a local government corporation to encourage and assist local government to provide and deliver multimodal transportation in Greater El Paso County Area. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

7. PUBLIC HEARING:

Mayor/Planning Director

On a Specific Use Permit application (SUB002458-2020) request to allow for a grocery store, a C-1 (Commercial) use in an M-1 (Industrial) zone, at 591 S. Darrington Rd. Horizon City, Texas 79928, legally described as being Lot 3, Block 8, Desert Palms Unit Three, Town of Horizon City, El Paso County, Texas. Application submitted by: Sallam Abdo Hafeed.

Planning Director, Michelle Padilla spoke regarding this item. No one from the public spoke.

8. Discussion and Action:

Mayor/Planning Director

On a Specific Use Permit application (SUB002458-2020) request to allow for a grocery store, a C-1 (Commercial) use in an M-1 (Industrial) zone, at 591 S. Darrington Rd. Horizon City, Texas 79928, legally described as being Lot 3, Block 8, Desert Palms Unit Three, Town of Horizon City, El Paso County, Texas. Application submitted by: Sallam Abdo Hafeed.

A motion was made by Alderman Corral and seconded by Alderman Miller to approve the Specific Use Permit application (SUB002458-2020) request to allow for a grocery store, a C-1 (Commercial) use in an M-1 (Industrial) zone, at 591 S. Darrington Rd. Horizon City, Texas 79928. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

9. PUBLIC HEARING:

Mayor/Planning Director

On a Specific Use Permit application (SUP002457-2020) request to allow for an elevated water storage tank on a property zoned C-1 (Commercial) located at 14100 Horizon Blvd., Horizon City, Texas, 79928, legally described as Lot 1, Block 12, Horizon Manor Unit One. Application submitted by TRE & Associates.

Planning Director, Michelle Padilla spoke regarding this item. No one from the public spoke.

10. Discussion and Action:

Mayor/Planning Director

On a Specific Use Permit application (SUP002457-2020) request to allow for an elevated water storage tank on a property zoned C-1 (Commercial) located at 14100 Horizon Blvd., Horizon City, Texas, 79928, legally described as Lot 1, Block 12, Horizon Manor Unit One. Application submitted by TRE & Associates.

Planning Director, Michelle Padilla, Finance Director, Pat Randleel and Nadia Ganser of TRE & Associates spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Padilla to approve the Specific Use Permit application (SUP002457-2020) request to allow for an elevated water storage tank on a property zoned C-1 (Commercial) located at 14100 Horizon Blvd., Horizon City, Texas. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL - Nay. Motion passed.

11. Discussion and Action:

Mayor/Planning Director

On the preliminary and final plat applications for the Rancho Desierto Bello Unit Thirteen subdivision (SUB002456-2020), 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 and authorizing the Mayor to finalize negotiations on and execute the Developer Participation Agreement for the parkland dedication requirements. Application submitted by TRE & Associates, L.L.C.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Garcia to approve the preliminary and final plat applications for the Rancho Desierto Bello Unit Thirteen subdivision (SUB002456-2020), 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 and authorizing the Mayor to finalize negotiations on and execute the Developer Participation Agreement for the parkland dedication requirements. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL - Aye. Motion passed

12. Discussion and Action:

Mayor/Planning Director

On the final subdivision application for the Horizon Town Center Unit Two subdivision (SUB002455-2020; 4th submittal), legally described as being a portion of CD Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas and authorizing the Mayor to finalize negotiations on and execute the Developer Participation Agreement for the parkland dedication requirements and the Subdivision Construction Agreement. Application submitted by Conde, Inc.

Planning Director, Michelle Padilla informed Council that applicant requested item be postponed until the next Regular City Council Meeting.

A motion was made by Alderman Miller and seconded by Alderman Corral to postpone this item until the next Regular City Council Meeting. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL - Aye. Motion passed

13. PUBLIC HEARING:

Mayor/CIP Manager

2nd Reading of Ordinance _____, An Ordinance of the City Council of the Town of Horizon City, Texas designating a geographic area within the city as a reinvestment zone pursuant to the Chapter 311 of the Texas Tax Code to be known as Reinvestment Zone Number One Town of Horizon City; describing the boundaries of the zone; creating a board of directors for the zone; establishing a tax increment fund for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; immediately upon passage of the ordinance; providing a severability clause and providing an effective date.

No one from the Public signed up to speak on this item.

14. Discussion and Action:

Mayor/CIP Manager

2nd Reading of Ordinance _____, An Ordinance of the City Council of the Town of Horizon City, Texas designating a geographic area within the city as a reinvestment zone pursuant to the Chapter 311 of the Texas Tax Code to be known as Reinvestment Zone Number One Town of Horizon City; describing the boundaries of the zone; creating a board of directors for the zone; establishing a tax increment fund for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; immediately upon passage of the ordinance; providing a severability clause and providing an effective date.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Duran to approve the Ordinance of the City Council of the Town of Horizon City, Texas designating a geographic area within the city as a reinvestment zone pursuant to the Chapter 311 of the Texas Tax Code to be known as Reinvestment Zone Number One Town of Horizon City; describing the boundaries of the zone; creating a board of directors for the zone; establishing a tax increment fund for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; immediately upon passage of the ordinance. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

15. Discussion and Action:

Mayor/CIP Manager

On a Construction Management Contract with Huitt Zollars for the Desmond Corcoran (Corky) Park Improvements project.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Padilla to approve the Construction Management Contract with Huitt Zollars for the Desmond Corcoran (Corky) Park Improvements project. 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:

Mayor/CIP Manager

On an agreement with Huitt-Zollars for Environmental Assessment services required by U.S. Department of Agriculture for Municipal Facilities Phase 1.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Padilla and seconded by Alderman Duran to approve the agreement with Huitt-Zollars for Environmental Assessment services required by U.S. Department of Agriculture for Municipal Facilities Phase 1. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

17. Discussion and Action:

Mayor/Asst. City Atty

On two Applications of El Paso Electric Company to Amend its Certificate(s) of Convenience and Necessity for the Proposed Pine Substation to Seabeck Substation 115-kV Transmission Line in El Paso County, Texas. PUC Docket No. 51476 and for the Proposed Seabeck Substation to San Felipe Substation 115-kV Transmission Line in El Paso County, Texas. PUC Docket No. 5180.

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

The City Council Recessed into Executive Session at: 7:30 PM and Reconvened at:7:55 PM.

18. 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.

A. Discussion and Action:

On Pending Litigation: TMD Defense and Space, LLC vs City of Horizon, Texas and RKM Land Partners, LLC, Case No. 2020DCV3759. [551.071]

No action taken.

ADJOURNMENT

A motion was made by Alderman Duran and seconded by Alderman Corral to adjourn at 7:56 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor

Town of Horizon City Capital Improvement Program

Council Meeting
January 12, 2021

Oxbow & Pawling Street Improvements

- Have begun coordinating with HRMUD's water line projects on Breaux and Oxbow
- Project will likely follow HRMUD project for improvements on Horizon Blvd., Breaux and Oxbow
- Reviewing plans

Ryderwood Extension



Images from
June 5, 2020



Ryderwood Extension

Next steps

- Verify completion for acceptance
 - Coordinating with County for completion
 - Council accepted street and improvements November 10, 2020.
- Confirm costs
- Coordinate with school to address concerns expressed

Municipal Facilities – Phase 1

- Total square footage increased to accommodate permanent PW Department, Municipal Court requests, and entry requirements – will impact Phase 1 costs
- Staff continuing to work on final application for USDA which requires a department-specific environmental document

Municipal Facilities – Phase 1

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

- Public meeting – scheduled for **January/February 2021**
- Council approval of the letter of intent outlining loan conditions – programmed for **Spring 2021**
- Bond ordinance – coordinating with bond counsel
- USDA review of final plans and specifications – coordinating with consultant and USDA

Municipal Facilities – Phase 1

- Staff reviewing specifications
- Coordinating with TXDOT and design team for drainage work required in connection with N. Darrington Reconstruction
- Schedule is to advertise early in 2021 and award a construction project in the spring 2021
- Schedule is contingent on USDA loan approval

Municipal Facilities – Phase 1



Rendering from Exigo Architecture – December 2020

Golden Eagle Park

Construction

- Construction contract awarded September 16, 2019
- Construction Start – Fall 2019
- Projected completion date – Fall 2020
- Contractor not on schedule and has been advised of contractual liquidated damages
- Updated completion is early 2021. Contractor is working on punchlist items.

Golden Eagle Park



Images from MCI, construction manager taken during December 22, 2020 Walk through



Golden Eagle Park



1/6/21 1:20 PM

Images from MCI, construction manager. Work during week of January 4, 2021 to address punchlist items.



1/4/21 2:16 PM

Golden Eagle Park



Images from MCI, construction manager. Work during week of January 4, 2021 to address punchlist items.



Horizon Mesa Park

- Notice to Proceed for Construction scheduled for January 20, 2020.
- Completion date – Fall 2020.
- Project delays due to delayed canopy structure and other factors.
- Met with contractor during the week of December 7, 2020 to develop close-out plan.
- Finalizing last change order.

Horizon Mesa Park



Horizon Mesa Park



Horizon Mesa Park

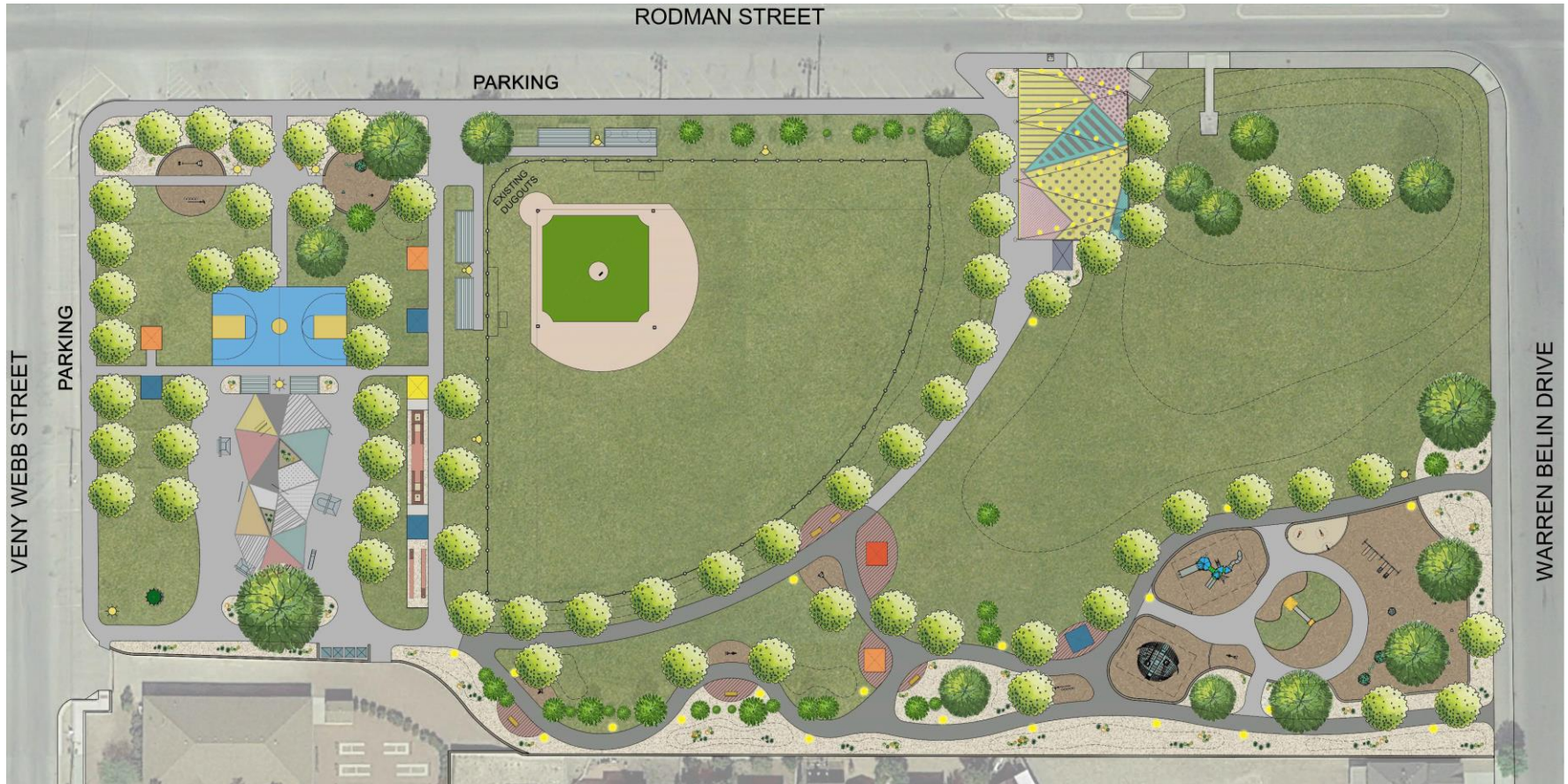


Desmond Corcoran (Corky) Park

Construction

- Construction start – January 11, 2021
- Completion winter 2021/2022

Desmond Corcoran (Corky) Park



Street Maintenance Fund

N. Darrington

- City staff had begun considering interim measures before the reconstruction project was approved
- Given wet winter, City staff re-evaluating an interim treatment for the riding surface
- Preliminary estimates total \$750,000 to \$1 million
- Re-evaluating treatment that will address pavement between now and 2022 when reconstruction project is scheduled for award and construction start

Other Streets

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

- **Breaux** – to be packaged with Oxbow & Pawling
- **Duanesburg**
- **S. Kenazo**
- **Acra**

2020 Street Maintenance Program

- Finalizing specifications for requirements contract to address
 - **N. Darrington**
 - **Duanesburg from McMahan to S. Kenazo**
 - **Acra**
- Updated Schedule
 - Review and revise contractual language – Fall/Winter 2020
 - Award Spring 2021

Funding Updates

N. Darrington Reconstruction

- Transportation Policy Board (TPB) approved the 2019 Mobility Plan at its December 13, 2019 meeting.
- Project is scheduled for construction award in **FY 2022**
- Town staff continues working with TXDOT and design team to develop project
- Drainage requires property acquisition in TOD area
- Town will request authorization to begin acquisition prior to EPA approval of environmental document to keep project on schedule.

N. Darrington Reconstruction

Funding shortfall at MPO

- Programming documents – adjusting budget to reduce by approximately \$34,000 to meet fiscal constraints – January 2021
- Cashflow shortage – will work with MPO and TXDOT to address cash allocation shortfall – timeframe to be determined during calendar year 2021

N. Darrington Reconstruction

Driveway consolidation/Access Management

- TXDOT and consultant team reviewing driveways and access points along southern ROW line on Horizon Blvd. from Darrington Rd. to Breaux St.
- Opportunity for public comment from stakeholders – early 2021
- Horizon City asked to review access for Howard Lowe Dr.

Transit

- The 2019 El Paso Mobility Plan also includes County Transit.
- Projects/routes not defined.
- Inclusion in plan identifies transit in the county, outside the El Paso city limits, as a priority for the region.

Transit

- Local Government Corporation with County and other partners on today's Council agenda for Council's consideration
 - Bylaws
 - Articles of Incorporation

TOD

Staff, in conjunction with EDC is reviewing grants for planning efforts from

Economic Development Administration (EDA) and
Department of Transportation (DOT)

Next steps will be to include project in region's 2050 Master Transportation Plan (MTP) – the long-term plan at the MPO to make the project eligible for DOT funding.

TASA Application

- Town submitted application to MPO for Transportation Alternatives Set Aside funding for Shared Use Path along N. Darrington
- Selection will be based on competitive process at MPO
- MPO evaluating applications submitted and will have project recommendations by early 2021
- Town's application ranked 2nd for FY 2023.
- Staff evaluating options with MPO

Funding Updates – 2050 MTP

2050 Metropolitan Transportation Plan (MTP)

Horizon City Staff submitted projects to MPO as presented to Council at the June 9, 2020 Meeting.

Next steps are to go through project evaluation and selection at the MPO.

Proposed MTP Projects

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

Safety Projects

- Town submitted several projects for safety funding consideration through TXDOT
- Preliminary review indicates 2 projects are being considered for next round of evaluation
 - **S. Darrington Safety Lighting** from Alberton to LTV Rd.
 - **N. Kenazo Safety Lighting** from Eastlake to Horizon Blvd.
- If selected, funding agreements and participation must be developed and funding identified

TIRZ Update

Horizon City's Proposed TIRZ

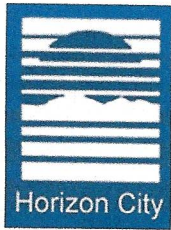


Current Activities

- Setting agenda for TIRZ Board's first meeting – January 25, 2021
- Coordinating with TXDOT for drainage pond acquisition for N. Darrington Reconstruction
- Coordinating with potential partners:
 - HRMUD
 - County of El Paso

Town of Horizon City Capital Improvement Program

Council Meeting
January 12, 2021



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: January 8, 2021
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager
SUBJECT: Amendment to Professional Services Contract with Moreno Cardenas, Inc. (MCI) for additional Construction Management services for Golden Eagle Park Improvements project

Teresa Quezada 1/8/2021

On November 15, 2019, Council awarded the first amendment to the professional services contract with Moreno Cardenas, Inc. (MCI) for construction management services for Golden Eagle Park improvements. The amendment was intended to cover the construction period and provide construction management services including:

- Consulting with and advising the Town on issues that arise on the field and reviewing submittals from the contractor for compliance with design;
- Managing requests for information, responding with clarifications, providing work order directives, negotiation, recommending and preparing change order documents for Town review and approval;
- Reviewing for completeness and accuracy, and recommending amounts and approval of the contractor's pay applications;
- Providing a resident Project Representative (RPR) to inspect the work completed on a daily basis and to serve as liaison between the Town, the contractor and the design consultant.

The amount authorized in the amendment, \$198,400, covered services through August 2020. However, this project has been delayed by a number of factors, and MCI has continued to provide construction management services. This amendment covers the period of September 2020 through December 2020.

The construction management services are further detailed in the attached proposal from MCI and total \$75,000. The proposal includes a lump sum amount for the office support component of the agreement and an hourly amount for the RPR services component of the agreement.

Staff has reviewed the proposal and recommends approval of the amendment.

THE STATE OF TEXAS) **SECOND AMENDMENT TO**
) **AGREEMENT FOR PROFESSIONAL SERVICES**
COUNTY OF EL PASO) **(GOLDEN EAGLE PARK)**

THIS SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES, dated August 20, 2018 (“Agreement”) is made and effective on the last date written on the signature page, by and between the TOWN OF HORIZON CITY, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “City”, and Moreno Cardenas, Inc., a Texas Corporation,, hereinafter referred to as the “Consultant”.

RECITALS

WHEREAS, on or about August 20, 2018, the City entered into an Agreement for Professional Services (the “Agreement”) with the Consultant for a project in the City’s 2018 Parks and Municipal Facilities Capital Improvement Program (“CIP”) as approved by the City Council on May 18, 2018 known as the Golden Eagle Park Improvements as set forth in the City’s Request for Qualifications, RFQ No. CIP 2018-001 (“Project”), and such Agreement was amended on or about November 15, 2019 to add additional services to add construction management, construction administration services, including Resident Project Representative (RPR) services, and field engineering subconsultants for specialty administrative services and materials testing;

WHEREAS, the parties will, through this Second Amendment, extend the term of the Agreement to January 15, 2021 and add additional compensation for construction administrative and office services and Resident Project Representative (RPR) services, and as further described herein, which have been determined to be necessary and appropriate to complete the Project; and

WHEREAS, entering into this Agreement is appropriate as the Consultant and subconsultants are qualified, and Consultant was selected through the City’s selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement, City and the Consultant agree to the following provisions, which shall add additional services and further amend the Agreement. All provisions in the Agreement and Second Amendment to the Agreement shall remain in full force and effect, unless amended herein.

ARTICLE I. ATTACHMENTS

1.1 The Agreement is hereby amended to add those certain services set forth in Attachment “H” below in addition to the services described in Attachment “D” of the Agreement, Consultant’s Basic and Additional Services, as further described in the following:

Attachment “H” Construction Management Services, Amendment I –
Additional Services

Attachment “H” is attached to this Agreement and incorporated herein by reference for all purposes. To the extent that the provisions set forth in the Attachment “H”, Construction Management Services Amendment I – Additional Services, amend or update any of the schedules or obligations attached to the Agreement, the provisions in Attachment “H” of this Amendment shall control.

ARTICLE II. PROJECT COVERED UNDER THIS AGREEMENT

2.1 The City hereby and the Consultant hereby agree that, in addition to the services provided in the Agreement, Consultant will perform the additional professional construction administration services during the construction phase of the Project (“Additional Construction Management Services”) for the Project as professional Engineer for the Project as revised by this this Amendment.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 The City shall pay to Consultant for the Additional Construction Management Services added pursuant to this Second Amendment, a Lump Sum amount of Twenty One Thousand and no/100 (\$21,000.00) for Office Engineering Services and an amount not to exceed Fifty Four Thousand Dollars and no/100 (\$74,000.00), as further set forth in Attachment “H”. The total amount of the contract, including this additional compensation for the Additional Construction Management Services, is \$480,900.00.

The amounts listed as fees within the detailed breakdowns of the anticipated and estimated services as set forth in Attachment “H”, are estimated amounts of the total cost for this Second Amendment. The Mayor may authorize the additional Consultant services for this Second Amendment in an amount not to exceed ten percent (10%) of the total estimated contract amendment cost. Should further services as identified in “Attachment “H”, exceeding this additional cost, be necessary, such additional services and payment must be approved by the City Council.

The Consultant shall bill the City separately for the services under this Second Amendment not more often than monthly, through written invoices. Invoices shall indicate the costs for the various

services. Payment to the Consultant shall continue to be made in the same manner as provided in the Agreement.

ARTICLE IV.
PERIOD OF SERVICE AND TERMINATION

4.1 The Construction Management Services called for under Attachment “H” shall begin immediately upon execution of this Amendment. The Consultant shall complete the requested Construction Management Services in accordance with the timelines and schedules outlined in Attachment “H”.

4.2 TERMINATION. This Second Amendment may be terminated separately without affecting the original Agreement or First Amendment by and between the parties, as provided herein. In the event of a termination of this Second Amendment, in whole or in part, the Consultant shall surrender all related documents to the City within five (5) business days of the effective date of the termination.

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

4.2.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and City that either party may terminate this Second Amendment in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Second Amendment, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of seven (7) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the City retains the right to immediately terminate this Second Amendment for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Second Amendment. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the

Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the City is determined.

4.2.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

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

ARTICLE V.
MISCELLANEOUS

5.1 Entire Agreement for Project

The Agreement as amended by this Second Amendment, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral, with respect to the Project as defined herein. The Agreement shall not be amended or modified, except by written amendment, executed by both parties.

5.2 Remaining Agreements and Amendments. All provisions of the Agreement, including all prior Amendments, that are not amended herein remain in full force and effect.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

Date: _____, 2021

TOWN OF HORIZON CITY:

Ruben Mendoza, Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Bertha A. Ontiveros
Assistant City Attorney

Teresa Quezada, PhD., CNU-A
CIP Manager

CONSULTANT:
Moreno Cardenas, Inc.

By: _____

Printed name: _____

Title: _____

(Acknowledgements on following page)

DRAFT

ATTACHMENT “H”

CONSTRUCTION MANAGEMENT SERVICES, AMENDMENT I –
ADDITIONAL SERVICES

DRAFT

**TOWN OF HORIZON CITY
GOLDEN EAGLE PARK IMPROVEMENTS**

**CONSTRUCTION MANAGEMENT SERVICES
AMENDMENT I – ADDITIONAL SERVICES**

SCOPE OF WORK

Moreno Cardenas Inc. (MCi) is pleased to submit this proposal to the Town of Horizon City (TOH) to provide additional construction management services for the Golden Eagle Park Improvements project. MCi will provide the following construction administration and Part-Time (6-hrs per day) Resident Project Representative (RPR) field observation services to the TOH. The original completion date for the project was expected July 1, 2020, MCi has been able to manage and extend the budget to August 31, 2020. It is expected that an additional three (3) months are required for final completion (November 30, 2020 for Substantial Completion and December 30 for Final Completion). Construction management services are based on three (4) months of additional time.

CONSTRUCTION MANAGEMENT PHASE SERVICES

1. Provide construction administration services to include consulting with and advising TOH on resolutions of problems due to actual field conditions encountered. Attend and conduct weekly and/or bi-weekly construction progress meetings.
2. Conduct pre-construction conference; develop agenda; list of invitees; mail notices; and provide conference minutes.
3. Make visits to project site at intervals appropriate to various stages of construction to observe the quality of the executed work and report to TOH. A minimum of three site visits per month.
4. Issue instructions from TOH to Contractor, through the RPR.
5. Supervise field engineering staff for the project.
6. Review and approve shop drawings.
7. Resolve design related construction problems.
8. Provide monthly activities report.
9. Make necessary interpretations and clarifications of Contract Documents.
10. Prepare, review and execute project change orders.
11. Review and provide decisions as to suitability of work to RPR.
12. Approve amounts of progress payments due to Contractor based on completion of work and recommend issuance of such payments by TOH.
13. Perform substantial completion walk-through of the project with Contractor.
14. Issue Certificate of Substantial Completion. Include punch list items and all other closeout requirements. Submit to TOH for approval.
15. Perform final review of project, recommend acceptance; and provide Certificate of Final Completion, along with a complete closeout package, and submit to TOH. Prepare set of record drawings and submit to TOH.
16. Provide a part-time (6-hrs per day) RPR to perform the following observation/inspection services:
 - Review and approve the progress schedule updates and the schedule of Shop Drawing submittals prepared by Contractor. Consult with MCi's Construction Manager (CM) concerning acceptability.

- Attend meetings with Contractor, such as progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- Serve as the liaison with Contractor, working principally through Contractor's superintendent. Report to CM when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by CM.
- Serve as TOH's liaison with Contractor when Contractor's operation affects TOH's on-site operations. Obtain from TOH additional details or information when required for proper execution of the work.
- Record date of receipt of Shop Drawing and samples of materials. Submit to CM.
- Be present with the Contractor when videotaping the project corridor before start of construction and after completion to document pre- and post-project conditions.
- Advise Contractor he may not commence any Work requiring a Shop Drawing or sample if the submittal has not been approved.
- Conduct full-time on-site observations of the Work in progress. Advise the CM if the Work is, in general, proceeding in accordance with the Contract Documents.
- Notify the CM whenever Work is believed to be unsatisfactory, faulty, defective, not in conformance with the Contract Documents, damaged, or not meeting the requirements of any inspection, test or approval required to be made; and advise the Contractor of Work that CM believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- Schedule field compliance tests and retests, confirm that these tests are conducted in the presence of the appropriate personnel; observe, record and report the appropriate test results. Maintain records of failed tests.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, and record the results of these inspections and report to CM.
- Ensure TPDES Permit and SW3P is posted at site and followed by Contractor. Ensure Notice of Termination is included with the close-out package.
- Consider and evaluate Contractor's suggestions for modifications to drawings or specifications and transmit recommendations to CM. Notify Contractor of the decision.
- Maintain for use at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- Keep a daily log recording Contractor's hours on the job site, weather conditions, equipment on site where applicable, data relative to questions about Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of the observing test procedures. Send copies to CM. For part-time RPR services the daily logs will not reflect the entire days' activities. The RPR will not be responsible to observe all job site events.
- Record names, addresses and telephone numbers of all Contractor, subcontractors and major suppliers of materials and equipment.

- Prepare monthly reports of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals. Submit reports with invoices and payrolls on a monthly basis.
- Notify TOH in advance of scheduled major tests, inspections, or start of important phases of the Work. Coordinate with TOH's operations staff.
- Notify TOH immediately upon the observation or notification of any accident.
- Review and recommend approval of payment requests.
- Recommend issuance of Certificate of Substantial Completion by CM. Attach a list of observed items (punch list) requiring completion or correction.
- Attend final review walk-through in the company of CM, TOH, and Contractor and prepare a final list of items to be completed or corrected.
- Ensure that all items on final list have been completed or corrected and make recommendations to the CM to issue the Certificate of Final Completion.

EXCLUSIONS AND LIMITATIONS

- Surveying for construction.
- RPR shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CM; shall not exceed limitations of CM's authority as set forth in the Contract Documents; shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent; shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents; shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work; shall not accept Shop Drawing or sample submittals from anyone other than Contractor; shall not authorize Owner to occupy the Project in whole or in part; and shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CM.

Town of Horizon City
Golden Eagle Park Improvements
Itemized Fee Schedule
Construction Services
Office Engineering

CONSTRUCTION ADMINISTRATION - AMENDMENT I
OFFICE ENGINEERING SERVICES

PREPARED: 8/27/2020
REVISD: 11/17/2020

SCOPE OF WORK	Senior Engineer		Project Engineer		CADD		Administration	
	Hours	\$251.57	Hours	\$82.14	Hours	\$61.61	Hours	\$74.44
A. OFFICE ENGINEERING SERVICES								
1 Office Engr Services	5	\$1,341.71	38	\$3,121.32	0	\$0.00	36	\$2,679.84
2 Precon Meeting	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
3 Periodic Site Visits	0	\$0.00	20	\$1,642.80	0	\$0.00	0	\$0.00
4 Issue Owners Instructions	0	\$0.00	17	\$1,423.76	0	\$0.00	0	\$0.00
5 Supervise Field Staff	0	\$0.00	17	\$1,423.76	0	\$0.00	0	\$0.00
6 Review Shop Dwgs	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
7 Resolve Design Related Issues/RFI's	5	\$1,341.71	12	\$985.68	0	\$0.00	0	\$0.00
8 Provide Monthly Reports	0	\$0.00	8	\$657.12	0	\$0.00	0	\$0.00
9 Make Necessary Intrepretation of CDs	0	\$0.00	8	\$657.12	0	\$0.00	0	\$0.00
10 Prepare Change Orders	5	\$1,341.71	7	\$547.60	0	\$0.00	0	\$0.00
11 Review Suitability of Work	0	\$0.00	20	\$1,642.80	0	\$0.00	0	\$0.00
12 Review Progress Payments	0	\$0.00	8	\$657.12	0	\$0.00	0	\$0.00
13 Substantial Comp Walkthrough	0	\$0.00	1	\$109.52	0	\$0.00	0	\$0.00
14 Issue Certificate of Sub Comp	0	\$0.00	1	\$109.52	0	\$0.00	0	\$0.00
15 Final Comp Walkthrough/Record Drawings (RDs)	0	\$0.00	1	\$109.52	16	\$985.76	0	\$0.00
Sub-Totals	16	\$4,025.12	159	\$13,087.64	16	\$985.76	36	\$2,679.84

TOTAL LABOR		\$20,778.36
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PROJECT COSTS	UNIT	BILLING RATE	QTY	TOTAL
Mileage	mile	\$0.54	231	\$124.74
Copying	page	\$0.10	56	\$5.60
Plotting (24 x 36)	sheet	\$10.00	0	\$0.00
Bluelines/Blacklines (24 x 36)	sheet	\$1.75	40	\$70.00
ProCore Software Program	LS	\$5,000.00	0	\$0.00
Mylars (RDs)	sheet	\$5.00	0	\$0.00
Printing	sheet	\$0.30	71	\$21.30
DIRECT COST TOTAL				\$221.64

TOTAL OFFICE ENGINEERING SERVICES FEE (LUMP SUM)	\$21,000.00
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Town of Horizon City
Golden Eagle Park Improvements
Itemized Fee Schedule
Construction Services
Field Engineering (RPR Services)

PART-TIME OBSERVATION/INSPECTION SERVICES - AMENDMENT I

PREPARED: 8/27/2020

REVISED: 11/17/2020

SCOPE OF WORK	RPR	
	Hours	\$89.85
B. FIELD ENGINEERING AND INSPECTION SERVICES		
Part-Time (6-hrs/day) RPR Services	576	\$51,753.60

SUBTOTAL COST		\$51,753.60
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DIRECT COSTS		\$2,246.40
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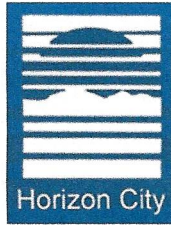
SUBCONSULTANTS	

TOTAL FIELD ENGINEERING SERVICES (NOT-TO-EXCEED FEE)		\$54,000.00
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PROJECT COSTS	UNIT	BILLING RATE	QTY	TOTAL
Mileage	mile	\$0.55	3,750	\$2,062.50
Copying	page	\$0.10	39	\$3.90
Plotting (24 x 36)	sheet	\$10.00	0	\$0.00
Bluelines/Blacklines (24 x 36)	sheet	\$1.75	0	\$0.00
Printing	sheet	\$0.30	0	\$0.00
Mobile Phone	month	\$60.00	3	\$180.00
Faxing	each	\$1.50	0	\$0.00
Photos	each	\$1.00	0	\$0.00
			TOTAL	\$2,246.40

RPR cost breakdown/time is based on 42 additional Calendar Days to **Substantial** Completion (from September 1 to November 30) = 91 days x 6 hrs/day = 546 hours
plus 30 hours of work for punch list items from Substantial Completion to Final Completion

TOTAL CM FEE	
Office Engineering	\$21,000.00
Field Engineering	\$54,000.00
TOTAL ADDITIONAL CM SERVICES (NOT-TO-EXCEED FEE)	\$75,000.00



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: January 8, 2021
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager
SUBJECT: Discussion and Action on options to improve, change use or vacate Howard Lowe Dr.

*Teresa Quezada
1/8/2021*

As the Texas Department of Transportation (TXDOT) develops improvements to the intersection of N. Darrington Rd. and Horizon Blvd., the design team has begun analyzing driveways along the southern right-of-way limits of Horizon Blvd. This analysis is part of the access management TXDOT usually performs along state highways when roadway projects are under design. To meet federal requirements, TXDOT and the design team will offer stakeholders opportunities to meet with the design team to review the number and location of existing driveways and access points to private property along Horizon Blvd. from Darrington.

Although Howard Lowe Dr. is not a driveway, but a dedicated right-of-way, it is another point of access to Horizon Blvd. that is not currently improved, and the project design team has asked Horizon City to consider options to limit access to Horizon Blvd. No private properties front on Howard Lowe Blvd.

During Council meeting, staff will present options for Council's consideration. Upon Council direction, staff will coordinate the approved option with TXDOT and the design team.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 4, 2020

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On the final subdivision application for the Horizon Town Center Unit Two subdivision (SUB002455-2020; 4th submittal), legally described as being a portion of CD Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas and authorizing the Mayor to finalize negotiations on and execute the Developer Participation Agreement for the parkland dedication requirements and the Subdivision Construction Agreement. Application submitted by Conde, Inc.

On November 16, 2020, the Planning and Zoning Commission unanimously voted to recommend that the City Council approve the final plat application for the Town Center Unit Two subdivision. The applicant has resubmitted the final plat application as they now wish to record the plat ahead of the roadway, drainage, and park improvements being constructed and accepted by the City. The applicant will be required to submit a construction bond in the amount of \$1,753,922.00. The applicant is also requesting to provide additional park amenities in the amount of \$26,000.00 in lieu of the park fees they owe in the amount of \$18,800.00. Two picnic tables with canopies, four benches and two trash receptacles will be provided in addition to the minimum park improvements.

It is requested that the City Council authorize the Mayor to finalize the terms of the Developer Participation Agreement for the park improvements and the Subdivision Construction Agreement for the roadway and drainage improvements.

Staff continues to work with the Texas Department of Transportation and the Developer to ensure that a traffic signal will be installed at the intersection of Horizon Boulevard and Horizon Crossing Street.

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



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: SUB002455-2020
Subdivision Name: Horizon Town Center Unit 2 Subdivision (v4)
Application Type: **Re-Submittal** Final Plat Subdivision Application
P&Z Hearing Date: November 16, 2020
Staff Contact: Michelle Padilla, Planning Director
915-852-1046 ext.105; mpadilla@horizoncity.org

Address/Location: Subdivision is south west of the Wal-Mart Supercenter development
Legal Description: Being a portion of C.D Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas
Acreage: 60.134 Acres ±
Existing Use: Vacant
Existing Zoning: R-9/CO (Residential – Conditional Overlay)

Owner/Applicant: Ranchos Real Land Holding, LLC
Engineer: Conde Inc.

Surrounding Zoning and Land Use:

North: C-2 (Commercial) – Vacant
South: R-9/CO (Residential) - Vacant
East: C-1 (Commercial) - Businesses
West: C-2 (Commercial) – Vacant

Future Land Use Designation: Mixed Use, Town Center
Nearest Park: Desmond “Corky” Corcoran Park
Nearest School: Region 19 Head Start Program

Application Description:

The developer is proposing a 288-lot subdivision for single-family development, the smallest lot measuring approximately 6,017 square feet in size and the largest lot measuring approximately 12,292 square feet in size. The ponding area measures approximately 83,525 square feet in size. The conditional overlay on this property requires that all single-family residences be at least 1,100 square feet in size, have at least a two-car garage, and have a two-car wide driveway.

The developer is dedicating one park with Unit Two. As depicted on the plat, the park is divided by Town Center Dr. and is located along the southern boundary of the roundabout at Horizon Crossing Street. The westerly portion of the park measures .7362 acres and the easterly portion measures .5645, total of 1.30 acres. The cumulative single-family unit (SFU) count including Unit One is 497 with a parkland dedication requirement of 3 acres (Ord. No.

0248 Section 2.8.3B). When combining the proposed parkland for Units One and Two, the developer carries a parkland overage of .55 acres. Parkland fees for 47 units over 450 SFU cumulative count is \$18,800. Parkland fees are due prior to the recording of the final plat.

History

On December 13, 2016, City Council approved an initial request of a preliminary plat for Horizon Town Center Unit Two (v1) with the condition that a Traffic Impact Analysis (TIA) and Master Development Plan be submitted to TXDOT for review prior to the submittal of a final plat application for review. A TIA was submitted on December 18, 2017 and the study calls for a traffic signal at the intersection of Horizon Boulevard and the future Horizon Crossing Street.

On November 5, 2018, staff and the developer met with TXDOT to discuss the traffic signal for Horizon Boulevard as per the TIA. City staff continues to work with the developer and TXDOT to secure the remaining funds for the installation of the signal.

The Horizon Town Center Master Development Plan has been revised to include the proposed school (Submitted as Horizon Town Center Unit Three), therefore an updated TIA has been submitted to account for a different land use.

On March 25, 2019, the developer submitted a revised TIA dated 03/12/19 via email. The Town Engineer and TXDOT are reviewing the revisions and we are pending their comments. Per the TIA, the developer is responsible for 40% of the cost of the signal improvements. The Town Engineer is reviewing this percentage for accuracy.

In May 2020, the final plat (SUB002139-2019) was reaffirmed at the regular City Council meeting; however, the developer has decided to file the plat prior to subdivision improvements being complete.

On October 21, 2020 the developer resubmitted the final plat (SUB002455-2020) application. The developer has indicated they intend on filing the plat prior to subdivision improvements being complete.

Staff Recommendation:

Staff recommends ***APPROVAL*** of the proposed subdivision with the condition that all plat and TIA comments are addressed prior to City Council action.

Planning Comments:

1. Provide an updated master drainage plan for the development, if required by the City Engineer.
2. Plat note #1: Original Tax Certificate required for plat filing. If there are more than one instruments, please add additional lines in plat note #1 for each parcel.
3. Plat note #2: Submit CCR to Town for review
4. Parkland Fees with Unit Two SFU Count: \$18,800
5. Request for additional parkland improvements in lieu of parkland fees must be requested in writing prior to submittal of the final application for City Council approval. Approval of additional parkland improvements in lieu of fees may require a Developer Participation Agreement (DPA).

6. Using a table, list revision dates on the face of the submitted revised plats

Public Works Director Comments:

On October 23, 2020 the Public Works Director comments were received and had no additional comments for the plat as the plat had previously been approved in 2019.

Town Engineer Comments:

On November 4, 2020 the engineer comments were received for the final plat. Comments are as follows:

1. Provide certification that all utilities have approved locations of easements and that service will be provided to development.
2. The number of lots in the subdivision application differs from the number of lot shown on plat. Verify number of units.

COST ESTIMATES COMMENTS:

1. Does the landscaping cost include an irrigation system?

Engineer Comments for TIA Revised 03/12/19:

On April 5, 2019, an updated revised TIA dated 03/12/19 was received via email. The review comments are as follows:

REVIEW COMMENT AND RESOLUTION LOG



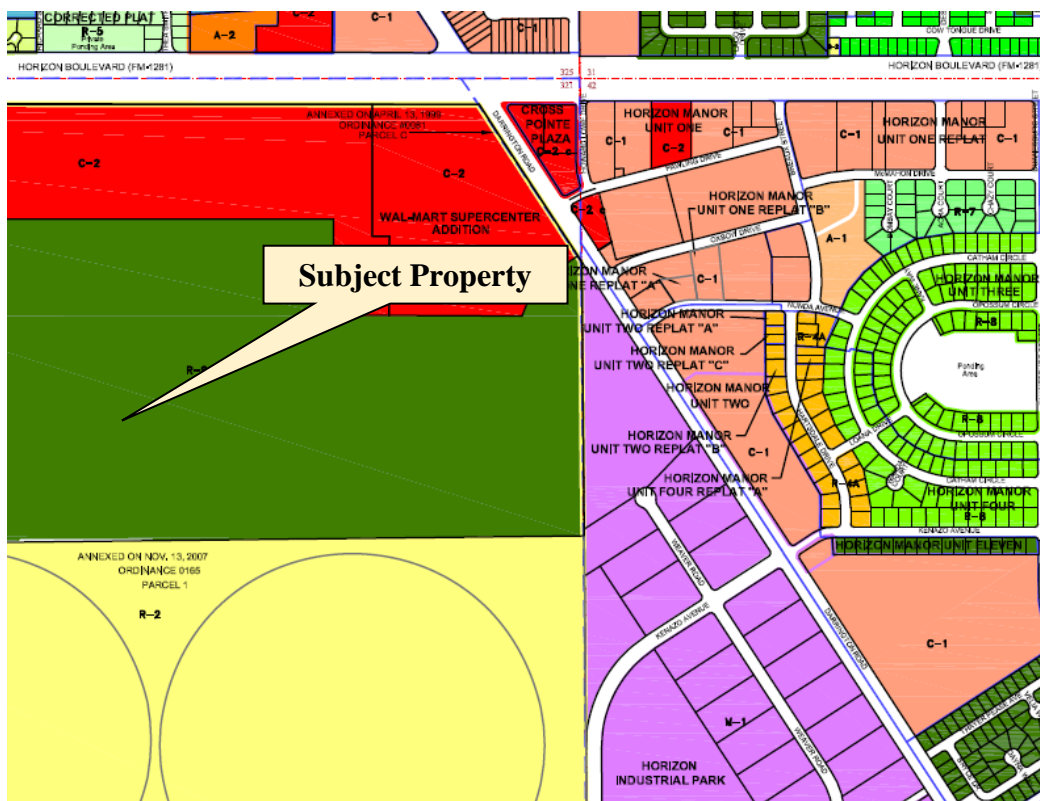
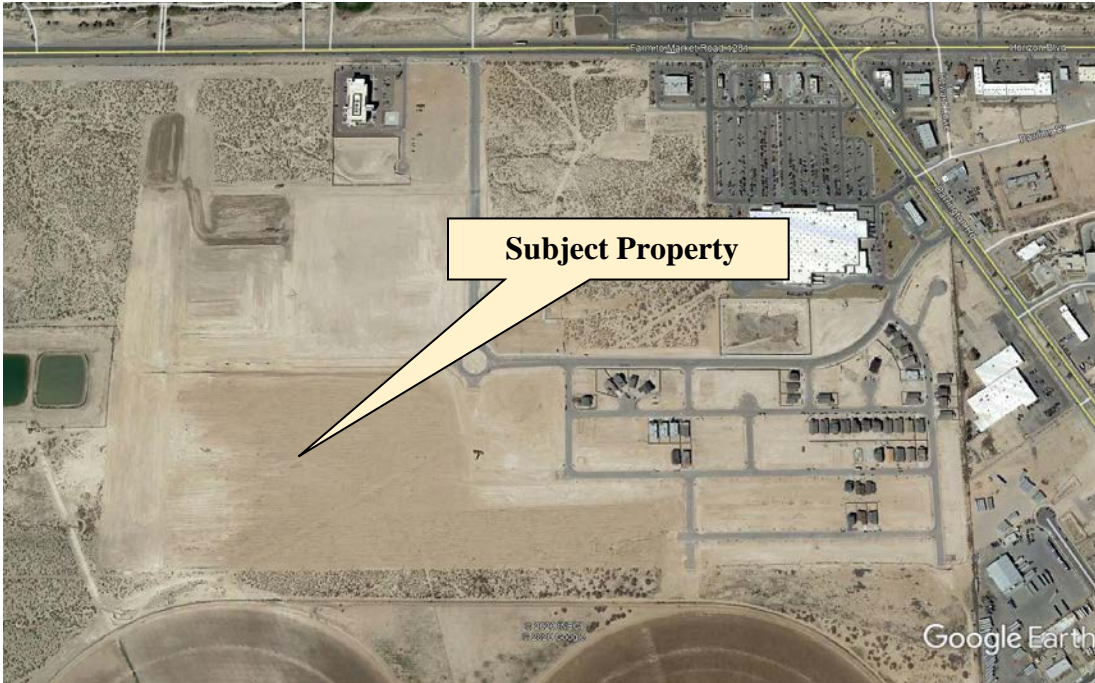
Project Name: Town of Horizon – General
 Client: Town of Horizon
 Submittal being Reviewed: Horizon Town Center Units One & Two Traffic Report, Reviewer-RM, 04/04/19

Date:
 Page: 1 of 2 pages

Response Codes: A – Accept, Add or Correct D – Dismiss Comment & Resolve prior to Next Submittal

Item No.	Report Section	Report Sub-Section	Reviewer Comment	Huitt-Zollars, Inc.		Conde, Inc.		Comment Resolution	
				Initial Response Code	Response	Final Response Code	Date		
1	Appendix A	Trip Generation Summary	Trip Generation calculations show internal capture and pass-by. Remove from table to avoid confusion.						
2	Introduction	Introduction	Synchro AM and PM peak hour models need to be re-run to verify the LOS and delay due to the new distributions and volumes, regardless if the total traffic did not change.						
3	3.0	Table 5	Update the percentages entering and exiting for Horizon Crossing St., Pawling Dr., and Town Center based on Figures 3A and 3B. Recalculate AM and PM Peak Hour volumes based on the proposed distribution.						
4	5.0	Proportional Share Analysis	Use the new volumes in Table 5 based on the approved distribution to calculate the proportional share. The Town of Horizon does not agree with the method used to calculate the proportional share. Use the following one of the following methods to determine the proportional share: (Trips Generated/ Existing Traffic)*100; or (Trips Generated/(Increased capacity – existing capacity))*100						

Attachment 1: Aerial View, Zoning & Location Map



Attachment 3: Application

SUB 002455-2020



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 ASSIGNED NAME: Horizon Town Center Unit 2 (v4) DATE: October 12, 2020

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

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	<u>50.177</u>	<u>308</u>	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	<u>14.468</u>	<u>1</u>
APARTMENT	_____	_____	PONDING & DRAINAGE	<u>5.114</u>	<u>3</u>
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK (Min 1 Acre)	<u>2.583</u>	<u>1</u>	_____	_____	_____
SCHOOL	_____	_____	_____	_____	_____
COMMERCIAL	_____	_____	TOTAL NO. SITES	_____	<u>313</u>
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>73.342</u>	_____

3. WHAT IS THE EXISTING ZONING OF THE ABOVE DESCRIBED PROPERTY? R-4 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) Lots to street to drainage structures

7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES 1,500 sq. ft.

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

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

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

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

13. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES NO INITIALS CC
 IF YES, PROVIDE THE REQUIRED GUARANTEE PER SECTION 4.10.3 & 8.1.7, Municode Chapter 10 (Please attach documents)

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

15. OWNER OF RECORD Ranchos Real Land Holdings, LLC 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
(NAME & ADDRESS) (ZIP) (PHONE)

16. OPTIONEE Ranchos Real Land Holdings, LLC 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
(NAME & ADDRESS) (ZIP) (PHONE)

17. DEVELOPER Ranchos Real Land Holdings, LLC 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
(NAME & ADDRESS) (ZIP) (PHONE)

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

19. APPLICANT Ranchos Real Land Holdings, LLC 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
(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 CC

Applicant Signature _____ EMAIL cconde@condeinc.com

APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
 Acceptance of fee does not grant acceptance of application.
 Non Refundable Deposit \$500.00 Fee: \$300.00 (\$150 Final Plan & \$150 Improvement Plan)

Planning Department
 Date Rec'd: 10/12/2020
 By: _____

DEVELOPER PARTICIPATION AGREEMENT**HORIZON TOWN CENTER UNIT #2****BETWEEN THE TOWN OF HORIZON CITY
AND
RANCHOS REAL XV, LLC**

This Developer Participation Agreement (the "Agreement") is made and entered into as of the ____ day of _____ 2020 (the "Effective Date"), by and between the TOWN OF HORIZON CITY ("City"), and Ranchos Real XV, LLC, a Texas limited liability company ("Developer").

RECITALS

A. Developer owns property described as Horizon Town Center Unit #2 on Exhibit "A" attached hereto (the "Developer Property")

C. Developer is required by the approved preliminary plat for the Developer Property to dedicate certain parkland ("Dedicated Park") and/or pay certain in-lieu park fees pursuant to Horizon City Code Chapter 10, Article 10.02, Section 2.8 in connection with the development of the Developer Property pursuant to the rules and regulations of the City and dedicate the required parkland to the City for use as a public park.

D. The Developer has requested that in lieu of making certain in-lieu park fees to the City, that it be allowed to use the required funds to construct additional improvements to the Dedicated Park ("Additional Park Improvements") and receive credit for the expenditure of the additional funds in lieu of payment of the required park fees to the City.

E. The Developer will enter into a Construction Agreement with the City with regard to the public improvements that the subdivision of the Developer Property is required to provide under the Horizon City Code Chapter 10, Article 10.02, Section 8.

E. As provided in Texas Local Government Code §212.071 and §232.105, a municipality may contract with a developer to construct public improvements and participate in the cost of the additional improvements not exceed thirty (30%) percent of the total contract price and participate at a level not to exceed one hundred (100%) percent of the total cost of any oversized improvements required by the municipality.

F. Developer and City desire that the Developer shall construct the additional improvements to the dedicated park property concurrent with the Developer's construction of the adjacent Subdivision improvements and acknowledge that the amount of the cost of the additional improvements does not exceed thirty percent (30%) of the total cost of public improvements being required by the City for such Subdivision.

NOW, THEREFORE, for and in consideration of the promises, mutual agreements and in-kind services set forth, the parties mutually agree as follows:

1. PARTIES' OBLIGATIONS

(a) Developer Obligations. Developer shall be responsible to plan, design, engineer, plat and construct all improvements to the Dedicated Park as required by the City in its approval of the Final Plat for Horizon Town Center Unit #2 (on May 14, 2019 and reaffirmed on June 9, 2020) depicted in the attached Exhibit B. The cost estimate for construction of all of the public improvements for the Developer Property is attached to this Agreement as Exhibit C, including the costs of the additional improvements to the Dedicated Park (the "Cost Estimate"). All work shall be done in consultation with The City staff to assure that all aspects of the work to be performed are consistent with the City Final Plat approval and requirements.

Developer and City agree that concurrent with the planning, design, engineering and construction of the Developer Property, the Developer shall construct the Additional Park Improvements.

(b) Construction Costs. Developer shall be solely responsible for the payment of any and all costs and expenses related to the planning, designing, engineering, platting and constructing the entire Developer Property, the Dedicated Park and the Additional Park Improvements as shown on Exhibit C.

The City will give the Developer credit in lieu of park fees for a portion of the total contract price of the public improvements constructed under this Agreement to the extent of thirty (30%) of the total cost of the public improvements being required by the City for the portion described herein as the Additional Park Improvements. The remaining improvements constructed above the required 30% shall be credited to future new development in another subdivision development application that the Developer submit and such credit shall be equal to .55 acre of future new development.

(c) Party Coordination; Platting. Developer shall consult with the City's designated representatives to assure that all work is done consistent with and in compliance with City rules, regulations, and conditions including inspection on the on-going work, and applicable federal and state laws and requirements. City designated representative may, at reasonable times, observe or inspect all work done and materials furnished for the Developer Property, the Dedicated Park and the Additional Park Improvements. If City designated representative reasonably believes the Developer Property, the Dedicated Park and the Additional Park Improvements is not being constructed as per the approved plans and specifications, the parties' designated representatives shall meet to discuss appropriate actions to ensure that any defects in the Developer Property, the Dedicated Park and the Additional Park Improvements or deviations in the approved designs are remedied. After final completion of the construction of the Developer Property, the Dedicated Park and the Additional Park Improvements and the Dedicated Park, including the Additional Park Improvements, shall be dedicated and accepted as required by the City's subdivision ordinance.

(d) Time for Completion. All work to be performed under this Agreement (excluding maintenance and repair after acceptance) shall be substantially completed in no more than two (2) years from the Effective Date, concurrent with the Subdivision Construction Agreement. Upon achieving substantial completion, Developer shall notify City, who shall promptly inspect Developer's work and either accept the work or notify Developer of deficiencies that must be corrected before the work can be accepted.

(e) Invoice. Upon satisfactory completion and acceptance of the improvements, the Developer shall submit to City an invoice detailing the cost of planning, designing, engineering and constructing the Additional Park Improvements for an amount not to exceed the approved amount of the in-lieu park fees of **\$18,800.00**.

(f) The Developer agrees to provide City with copies of all subcontractor and consultant agreements used by the Developer in the construction of the Dedicated Park and the Additional Park Improvements. The City shall also have the right to inspect the Developer's books and records related to the construction of the Dedicated Park and the Additional Park Improvements during regular business hours and after reasonable written notice.

2. TERM. This Agreement shall automatically terminate after the construction of the Developer Property, the Dedicated Park and the Additional Park Improvements is completed, the City Public Works Director has inspected the project to assure that the City Design Standards have been met and the City has accepted the dedication of the Dedicated Park, including the Additional Park Improvements.

3. BOND REQUIRED. The Developer must execute or cause its contractor to execute a performance bond for one hundred percent (100%) of the amount of the in-lieu park fees to secure fulfillment of all the Developer's obligations under this Agreement. The bond or bonds must be in the form attached hereto as Exhibit "E" and incorporated herein for all purposes. The bond must be executed by a corporate surety in accordance with Chapter 2253, Government Code, Vernon's Annotated Civil Statutes. The bond(s) shall identify the City as an additional named Obligee.

4. INSURANCE. During construction, Developer shall carry and maintain, or cause to be carried and maintained by its contractors, in full force and effect the following insurance coverage:

(a) Workers' compensation insurance as provided by law on Developer's and its contractor's employees;

(b) Commercial general liability insurance written on an occurrence basis, including independent contractors, products, completed operations and premises liability with broad form endorsement including blanket contractual liability and personal injury liability with combined single limits of not less than \$1,000,000.00 each occurrence/and \$2,000,000.00 aggregate;

(c) Comprehensive automobile liability insurance of not less than \$300,000.00.

7. THIRD PARTY RIGHTS OR OBLIGATIONS. No person or entity not a party to this Agreement shall have any third-party beneficiary or other rights under this Agreement.

8. MAINTENANCE WARRANTY. Developer hereby covenants and warrants that the public improvements being constructed under this Agreement will be free from defective materials, construction defects, or defects in workmanship for a period of one (1) year following acceptance by the City of all required improvements. Developer shall also provide a maintenance bond, as depicted in Exhibit "F", in the amount of fifty percent (50%) of the costs of the public improvements for such period. In the event of the maintenance or repair of a defect in the improvements during the initial guarantee period, the Developer shall provide a one-year extended maintenance guarantee in favor of the City for the entire defect area, with the one year period to commence upon completion of the maintenance or repair. The extended maintenance guarantee period shall be repeated until the defect within the affected area has been satisfactorily remedied. Notwithstanding any other provision in this Agreement, this paragraph shall survive the expiration of this Agreement.

9. NOTICES. All notices, communications and reports under this Agreement shall be either hand-delivered or mailed, postage prepaid in the United States Postal Service, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

HORIZON CITY: Town of Horizon City
Attn: Mayor
14999 Darrington Rd.
Horizon City, TX 79928

Copy to: Town of Horizon City
Attn: Planning Director
14999 Darrington Rd.
Horizon City, TX 79928

DEVELOPER: Ranchos Real XV, LLC
Attn: Douglas A. Schwartz
6080 Surety Drive, Suite 300
El Paso, Texas 79905

10. CUMULATIVE RIGHTS. All remedies, either under this Agreement or at law or in equity or otherwise available to a party, are cumulative and not alternative and may be exercised or pursued separately or collectively in any order, sequence or combination. the City do not waive any rights, immunities, or defenses which either has or may have under law or in equity.

11. GOVERNING LAW. All questions concerning the validity, operation, and interpretation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

12. ASSIGNMENT. The Developer shall have the right to assign its rights and obligations in this Agreement. In the event that the Developer does assign its rights under this Agreement, the

assignee shall execute an assignment agreeing that it will be responsible for all of the obligations of Developer, a copy of which shall be sent to the City.

13. RELATIONSHIP. It is expressly understood and agreed by and between the parties that Developer is not an officer, agent or employee of either the City and is not subject to the direct or continuous supervision and control of the City. The City and Developer acknowledge and agree that the parties have not formed, and are not hereby forming a partnership, joint venture or any other similar entity and this Agreement is not intended, and shall not be construed, to create any such entity or relationship.

14. CONSTRUCTION STANDARDS. All work performed by the Developer or its agents shall be done in a good and workmanlike manner in accordance with the City's codes and regulations and the City's Subdivision Regulations and Design Standards. Any contractor or consultant hired by the Developer shall have sufficient skills and experience to properly perform the work required of it and shall provide adequate supervision to assure competent performance of the work.

15. CONSTRUCTION CONTRACTS. Developer agrees to furnish the City a copy of each written agreement entered into with a contractor or consultant retained to complete the construction of the improvements the subject of this Agreement. All of the books and records related to the construction of the project shall be available for inspection by the City upon written request. All work performed by a contractor or consultant of the Developer will not under any circumstances, relieve the Developer of its responsibilities and obligations under this Agreement.

16. ENTIRE AGREEMENT. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. This Agreement may not be modified except by an instrument in writing signed by all of the parties.

17. AUTHORIZED SIGNATURE. The person executing this Agreement on behalf of the Developer warrants to the City that the Developer is a duly authorized and existing limited partnership, that Developer is qualified to do business in the State of Texas, that Developer has full right and authority to enter into this Agreement, and that every person signing on behalf of Developer is authorized to do so.

EXECUTED in El Paso, El Paso County, Texas as of the Effective Date.

TOWN OF HORIZON CITY

By: _____
Ruben Mendoza, Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Bertha A. Ontiveros
Assistant City Attorney

Michelle Padilla, CNU
Planning Director

DEVELOPER

RANCHOS REAL XV, LLC

By: _____
Douglas A. Schwartz
Manager

DRAFT

Exhibit A
Developer Property

DRAFT

Exhibit B
Final Plat Approvals

DRAFT

Exhibit C
Cost Estimate and Total Costs

DRAFT

Exhibit D
Form of Performance Bond

DRAFT

Exhibit E
Maintenance Bond

DRAFT

HORIZON TOWN CENTER UNIT TWO

BEING A PORTION OF C.D STEWART SURVEY NO. 321,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS
CONTAINING: 60.13 ACRES

METES AND BOUNDS DESCRIPTION

Description of a portion of land being a portion of C.D Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas, and being more particularly described by metes and bounds as follows:
Commencing for reference to an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Horizon Crossing St. from which an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Park Vista Pl. bears South 86°43'32" East a distance of 611.5 feet thence South 02°21'59" East a distance of 123.07 feet to a point on southern right-of-way line of Town Center Dr. in Horizon Town Center Unit One, Recorded in Deeds File No. 20180057691, Real Property Records of El Paso County, Texas for the "True Point of Beginning".

Thence along said right-of-way line, North 89°48'38" East a distance of 234.97 feet to a point of curve;
Thence continuing said right-of-way line, 45.35 feet along the arc of a curve to the right which has a radius of 750.00 feet an interior angle of 03°27'51" a chord which bears South 88°27'27" East a distance of 45.34 feet to a point;

Thence still continuing said right-of-way line, South 86°43'32" East a distance of 23.90 feet to a point of curve;

Thence leaving said right-of-way line, 31.42 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 89°05'22" a chord which bears South 47°49'09" West a distance of 28.28 feet to a point on the westerly right-of-way line of Park Vista Pl.;

Thence along said right-of-way line, South 03°16'28" West a distance of 444.59 feet to a point of curve;

Thence leaving said right-of-way line, 31.10 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 89°05'22" a chord which bears South 47°49'09" West a distance of 28.06 feet to a point on the northerly right-of-way line of Laga Vista Ave.;

Thence along said right-of-way line, North 87°38'10" West a distance of 11.42 feet to a point;

Thence leaving said right-of-way line and along the southerly boundary line of Horizon Town Center Unit One, recorded in Deeds File No. 20180057691, Real Property Records of El Paso County, Texas, South 02°21'59" West a distance of 172.00 feet to a point;

Thence continuing along said boundary line, South 87°38'10" East a distance of 610.44 feet to a point on the westerly right-of-way line of Arzo Vista Pl.;

Thence along said right-of-way line and also boundary line, South 03°16'28" West a distance of 100.33 feet to a point of curve;

Thence continuing said boundary line, 31.10 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 89°05'22" a chord which bears South 47°49'09" West a distance of 28.06 feet to a point;

Thence still continuing along said boundary line, South 03°58'29" West a distance of 52.02 feet to a point of curve;

Thence still continuing said boundary line, 31.73 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 89°05'22" a chord which bears South 47°49'09" West a distance of 28.51 feet to a point on said boundary line and also westerly right-of-way line of Arzo Vista Pl.;

Thence continuing along said boundary line, South 87°38'10" East a distance of 2610.94 feet to a point;

Thence leaving said southwest property corner, North 87°38'10" West a distance of 2610.94 feet to a point;

Thence, North 02°21'59" East a distance of 1901.00 feet to a point;

Thence, South 86°57'46" East a distance of 272.02 feet to a point;

Thence, South 02°21'59" West a distance of 306.39 feet to a point;

Thence, South 87°38'10" East a distance of 432.58 feet to a point;

Thence, South 02°21'59" East a distance of 640.00 feet to a point;

Thence, South 87°38'10" East a distance of 527.36 feet to a point of curve;

Thence, 46.47 feet along the arc of a curve to the right which has a radius of 485.00 feet an interior angle of 05°29'21" a chord which bears South 84°53'29" East a distance of 46.45 feet to a point;

Thence, 172.31 feet along the arc of a curve to the left which has a radius of 815.50 feet an interior angle of 12°06'23" a chord which bears South 81°31'59" East a distance of 171.99 feet to a point;

Thence, North 85°44'49" East a distance of 33.19 feet to a point;

Thence, 41.13 feet along the arc of a curve to the right which has a radius of 35.00 feet an interior angle of 67°02'07" a chord which bears South 60°35'06" East a distance of 38.81 feet to a point;

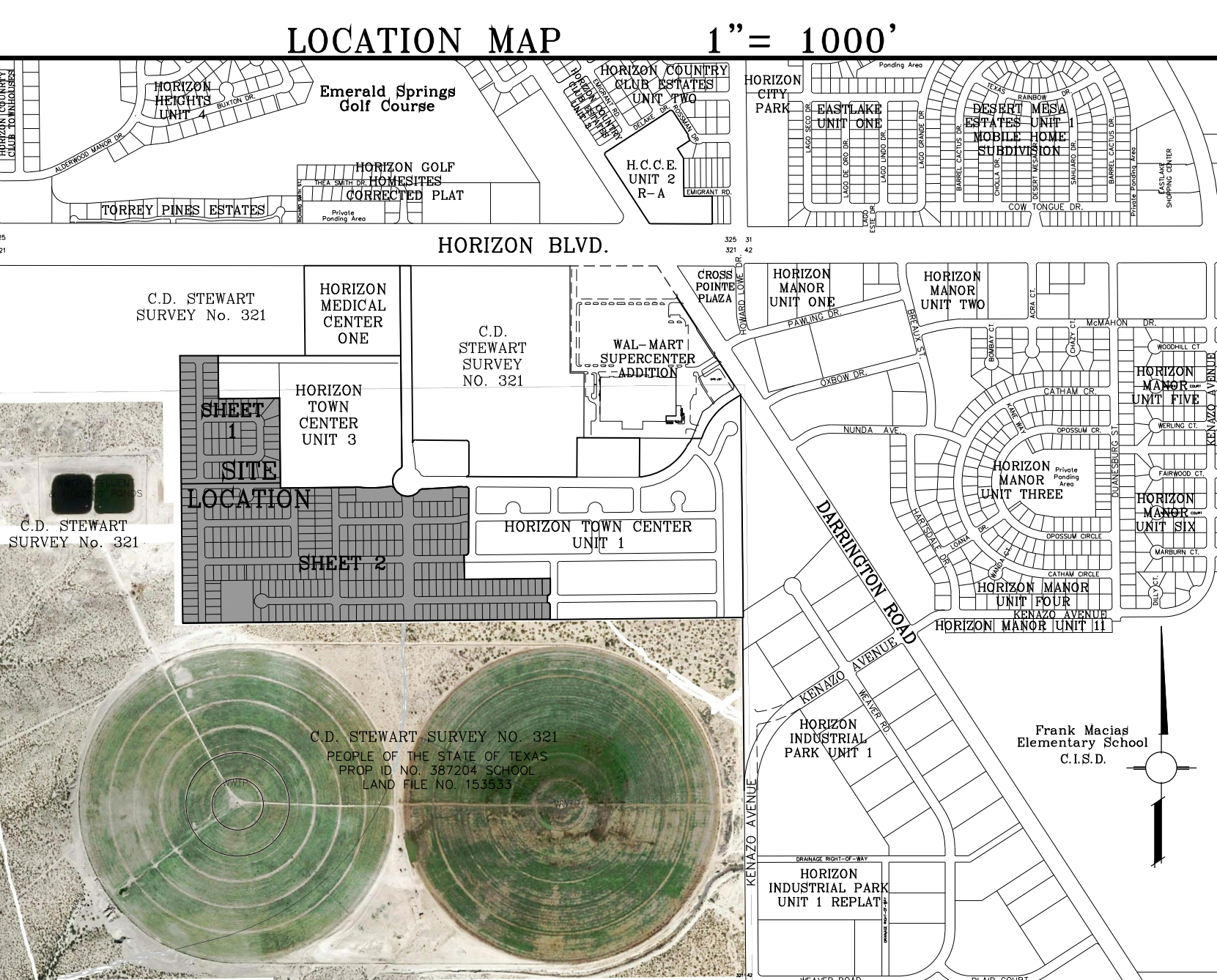
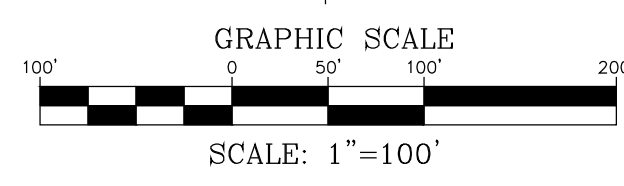
Thence, 200.25 feet along the arc of a curve to the left which has a radius of 100.00 feet an interior angle of 109°16'25" a chord which bears South 81°31'59" East a distance of 171.26 feet to a point;

Thence, 36.13 feet along the arc of a curve to the right which has a radius of 45.00 feet an interior angle of 48°00'00" a chord which bears North 68°48'35" East a distance of 35.17 feet to the "TRUE POINT OF BEGINNING" and containing 2,619.4164 Square Feet or 60.13 acres of land more or less.

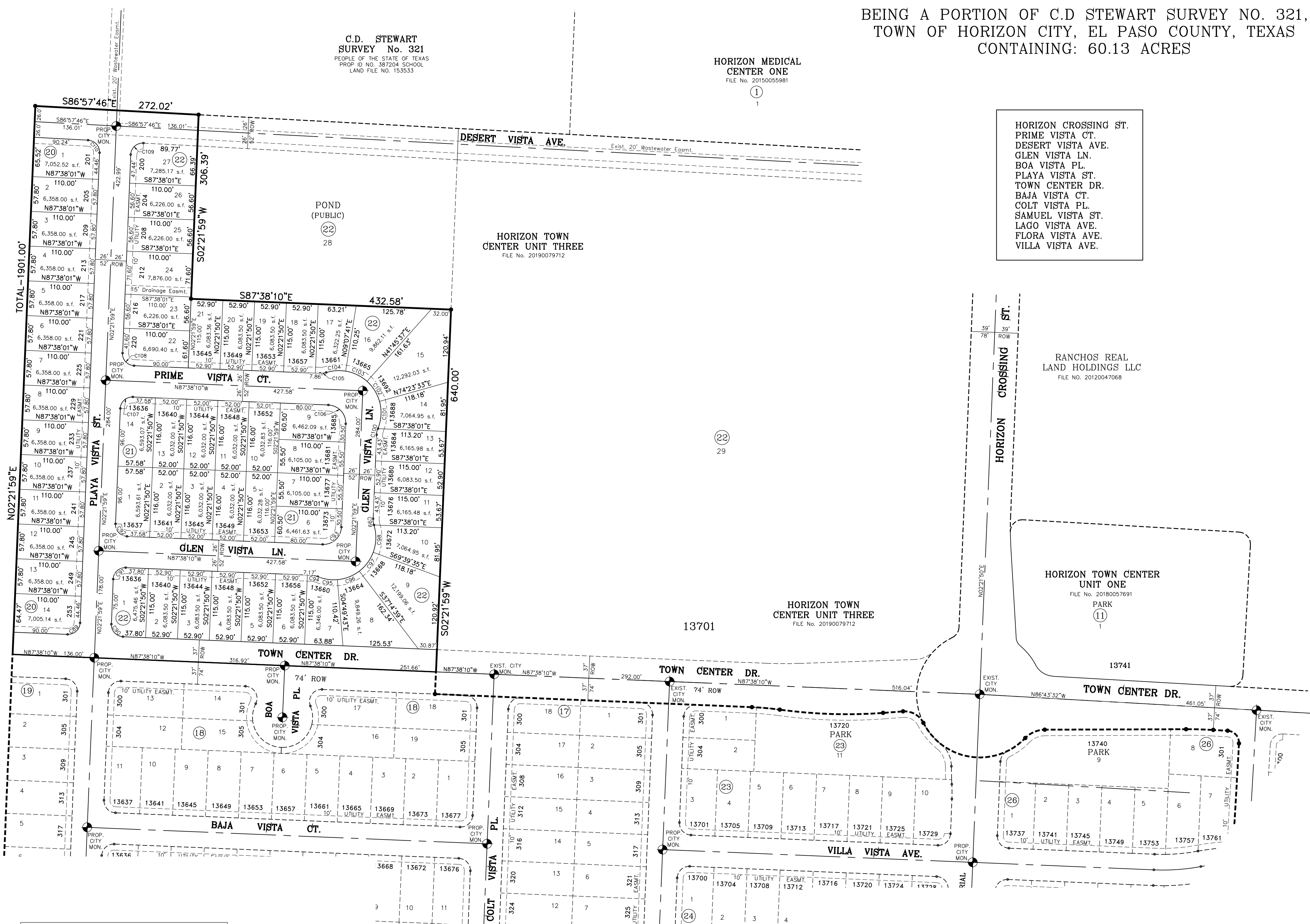
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C89	20.00'	31.42'	20.00'	28.28'	N47°21'55"E	89°59'51"
C90	20.00'	31.42'	20.00'	28.28'	S42°38'05"E	90°00'09"
C91	20.00'	31.42'	20.00'	28.28'	S47°21'55"W	89°59'51"
C92	20.00'	31.42'	20.00'	28.28'	S42°38'05"E	90°00'09"
C93	30.00'	47.12'	30.00'	42.43'	N47°21'55"E	89°59'51"
C94	30.00'	10.44'	5.28'	10.39'	N77°39'42"W	19°56'54"
C95	70.00'	33.16'	16.90'	32.85'	S81°15'29"E	27°08'28"
C96	70.00'	39.60'	20.35'	39.08'	N69°57'49"E	32°24'56"
C97	70.00'	39.60'	20.35'	39.08'	N36°32'53"E	32°24'56"
C98	70.00'	46.33'	24.05'	45.49'	N1°22'45"E	37°55'21"
C99	30.00'	10.44'	5.28'	10.39'	S7°36'28"E	19°56'54"
C100	30.00'	10.44'	5.28'	10.39'	S12°20'28"W	19°56'54"
C101	70.00'	46.33'	24.05'	45.49'	N3°21'13"E	37°55'21"
C102	70.00'	39.60'	20.35'	39.33'	N31°55'25"W	32°37'56"
C103	70.00'	39.60'	20.35'	39.33'	N64°33'21"W	32°37'56"
C104	70.00'	32.64'	16.62'	32.34'	S85°46'18"W	26°42'44"
C105	30.00'	10.44'	5.28'	10.39'	N82°23'23"E	19°56'54"
C106	30.00'	47.13'	30.00'	42.43'	N42°38'06"W	90°00'09"
C107	20.00'	31.42'	20.00'	28.28'	S47°21'55"W	89°59'51"
C108	20.00'	31.42'	20.00'	28.28'	S42°38'05"E	90°00'09"
C109	20.00'	31.65'	20.24'	28.45'	S47°42'06"W	90°40'15"
C110	20.00'	31.18'	19.77'	28.12'	N42°17'53"W	89°14'45"

NOTES:

- TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. _____ DATE _____
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
INSTRUMENT No. _____ DATE _____
- VEHICULAR ACCESS TO THOSE RESIDENTIAL LOTS ABUTTING TOWN CENTER DR. AND HORIZON CROSSING ST. SHALL BE FROM OTHER DEDICATED STREETS ONLY. THE INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
INSTRUMENT No. _____ DATE _____
- LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
- "U.S. POSTAL SERVICE DELIVERY WILL BE PROVIDED THROUGH NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS".
- SET 1/2" REBAR WITH CAP MARKED TX 5152 AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48022-250B AND 237B, DATED SEPTEMBER 4, 1991 PROPERTY IS IN FLOOD HAZARD ZONE X.
- BEARINGS BASED ON THE MONUMENTS FOUND ALONG THE CENTERLINE OF TOWN CENTER DR., RECORDED IN THE PLAT OF HORIZON TOWN CENTER UNIT ONE, FILE NO. 20180057691, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
- NO ROADS WILL BE MAINTAINED BY THE TOWN UNTIL PAVED BY THE SUBDIVIDER OR PROPERTY OWNER AND LEGALLY APPROVED AND ACCEPTED BY THE TOWN (SECTION 4.9.1.7, SUBDIVISION ORDINANCE #35)
- PROVIDED CERTIFICATION THAT ALL UTILITIES HAVE APPROVED LOCATIONS OF EASEMENTS AND THAT SERVICE WILL BE PROVIDED TO DEVELOPMENT.
- ENSURE THAT PLAT COMPLIES WITH TBPLS REQUIREMENTS.
- WATER, SEWER, ELECTRIC AND GAS UTILITIES WILL BE AVAILABLE.
- A PORTION OF THE STORM WATER RUNOFF WILL DRAIN INTO HORIZON TOWN CENTER UNIT THREE POND (LOT 28, BLOCK 22)



C.D. STEWART
SURVEY No. 321
PEOPLE OF THE STATE OF TEXAS
PROP ID NO. 387204 SCHOOL
LAND FILE NO. 153533



PRINCIPAL CONTACTS:

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

DATE SUBMIT FINAL PLAT 6/23/17

REV.	DATE	COMMENTS
05/23/17		PUBLIC WORKS COMMENTS
05/30/17		TEXAS GAS COMMENTS
06/27/17		SEND REVISED COPY
07/10/17		PUBLIC WORKS COMMENTS
11/28/17		RESUBMIT
1/15/18		PLANNING REVIEW COMMENTS
10/11/18		RESUBMIT
1/14/19		Town Of Horizon City comments (12/18/18)
3/26/19		Public Works Director comments (3/18/19)
4/11/19		PW Director comments 2nd review (4/11/19)

DATE OF PREPARATION: MAY 29, 2020

CONDE INC.
ENGINEERING / PLANNING
GPS / SURVEYING / CAD

6080 SURETY DR. STE 100
EL PASO, TEXAS 79905
PHONE: (915) 592-0283
FAX: (915) 592-0286 FIRM# 10078100

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

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

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

Elvio Schuller, City Clerk Ruben Mendoza, Mayor

Approved for filing this _____ day of _____ 2020.

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

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

County Clerk By Deputy
Prepared by and under the supervision of: This plat represents a survey made on the ground by me or under my supervision and complies with the current Texas Board of Professional Land Survey Professional and Technical Standards.
Yvonne Conde Curry, P.E. Registered Professional Engineer Registration No. 64648
Ron R. Conde Registered Professional Land Surveyor Texas License No. 5152

HORIZON TOWN CENTER

UNIT TWO

BEING A PORTION OF C.D. STEWART SURVEY NO. 321,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS
CONTAINING: 60.13 ACRES

METES AND BOUNDS DESCRIPTION

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Commencing for reference at an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Horizon Crossing St., from which an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Park Vista Pl. bears South 86°43'32" East a distance of 461.05 feet; thence South 87°38'01" East a distance of 123.07 feet to a point on southerly right-of-way line of Town Center Dr. in Horizon Town Center Unit One, Recorded in Deeds File No. 20180057691, Real Property Records of El Paso County, Texas for the "True Point of Beginning";
Thence along said right-of-way line, North 89°48'38" East a distance of 234.97 feet to a point of curve;
Thence continuing said right-of-way line, 45.35 feet along the arc of a curve to the right which has a radius of 750.00 feet on interior angle of 0°27'51" a chord which bears South 88°27'27" East a distance of 45.34 feet to a point;
Thence still continuing said right-of-way line, South 86°43'32" East a distance of 234.97 feet to a point of curve;
Thence leaving said right-of-way line, 31.42 feet along the arc of a curve to the right which has a radius of 20.00 feet on interior angle of 90°00'00" a chord which bears South 41°43'32" East a distance of 28.26 feet to a point on the westerly right-of-way line of Park Vista Pl.;
Thence along said right-of-way line, South 03°16'28" West a distance of 444.59 feet to a point of curve;
Thence leaving said right-of-way line, 31.10 feet along the arc of a curve to the right which has a radius of 20.00 feet on interior angle of 89°05'22" a chord which bears South 47°49'09" West a distance of 28.36 feet to a point on the westerly right-of-way line of Arzo Vista Pl.;
Thence continuing said boundary line, North 87°38'01" East a distance of 114.42 feet to a point of curve;
Thence leaving said right-of-way line and along the southeasterly boundary line of Horizon Town Center Unit One, recorded in Deeds File No. 20180057691, Real Property Records of El Paso County, Texas, South 02°21'50" West a distance of 172.00 feet to a point;
Thence continuing along said boundary line, South 87°38'01" East a distance of 610.44 feet to a point on the westerly right-of-way line of Arzo Vista Pl.;
Thence along said right-of-way line and also boundary line, South 03°16'28" West a distance of 444.59 feet to a point of curve;
Thence continuing said boundary line, 31.10 feet along the arc of a curve to the right which has a radius of 20.00 feet on interior angle of 89°05'22" a chord which bears South 47°49'09" West a distance of 28.36 feet to a point on the westerly right-of-way line of Arzo Vista Pl.;
Thence still continuing along said boundary line, South 03°16'28" West a distance of 52.02 feet to a point of curve;
Thence still continuing said boundary line, 31.73 feet along the arc of a curve to the right which has a radius of 20.00 feet on interior angle of 90°00'00" a chord which bears South 42°01'51" East a distance of 28.51 feet to a point on said boundary line and also westerly right-of-way line of Arzo Vista Pl.;
Thence along said right-of-way line and also boundary line, South 03°16'28" West a distance of 2610.94 feet to a point;
Thence, North 02°21'59" East a distance of 1901.00 feet to a point;
Thence, South 86°57'46" East a distance of 272.02 feet to a point;
Thence, North 02°21'59" West a distance of 306.39 feet to a point;
Thence, South 87°38'01" East a distance of 432.58 feet to a point;
Thence, North 02°21'59" West a distance of 640.00 feet to a point;
Thence, South 87°38'01" East a distance of 292.36 feet to a point of curve;
Thence, 46.47 feet along the arc of a curve to the right which has a radius of 485.00 feet on interior angle of 05°29'21" a chord which bears North 88°12'00" East a distance of 46.45 feet to a point;
Thence, 172.31 feet along the arc of a curve to the left which has a radius of 815.50 feet on interior angle of 12°02'23" a chord which bears South 88°12'00" East a distance of 171.99 feet to a point;
Thence, North 85°44'49" East a distance of 33.19 feet to a point;
Thence, 41.13 feet along the arc of a curve to the right which has a radius of 35.00 feet on interior angle of 67°20'09" a chord which bears South 60°55'06" East a distance of 38.81 feet to a point;
Thence, 200.25 feet along the arc of a curve to the left which has a radius of 105.00 feet on interior angle of 109°16'25" a chord which bears South 81°53'15" East a distance of 171.26 feet to a point;
Thence, 36.13 feet along the arc of a curve to the right which has a radius of 45.00 feet on interior angle of 48°00'00" a chord which bears North 64°08'51" East a distance of 35.17 feet to the "TRUE POINT OF BEGINNING" and containing 2,619,419.64 Square Feet or 60.13 acres of land more or less.

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	750.00'	45.35'	22.68'	45.34'	S88°27'27"	327°51'
C2	20.00'	31.42'	20.00'	28.28'	S41°43'32"	90°00'00"
C3	20.00'	31.10'	19.68'	28.06'	S47°49'09"	89°05'22"
C4	20.00'	31.10'	19.68'	28.06'	S47°49'09"	89°05'22"
C5	20.00'	31.73'	20.32'	28.51'	S42°01'51"	90°54'38"
C6	485.00'	46.47'	23.25'	46.45'	S88°12'00"	529°21'
C7	815.50'	172.31'	86.48'	171.99'	S88°12'00"	12°06'23"
C8	35.00'	41.13'	23.31'	38.81'	S60°55'06"	67°20'09"
C9	105.00'	200.25'	147.95'	171.26'	S81°53'15"	109°16'25"
C10	45.00'	36.13'	19.10'	35.17'	N64°08'51"	46°00'00"
C11	20.00'	28.80'	17.55'	26.38'	N44°32'02"	82°31'06"
C12	376.00'	41.13'	20.59'	41.11'	S82°39'33"	61°03'03"
C13	324.00'	54.49'	27.31'	54.42'	N84°20'35"	93°80'01"
C14	324.00'	18.11'	9.06'	18.11'	S89°14'16"	371°21'
C15	350.00'	78.43'	39.38'	78.26'	N85°05'41"	123°01'19"

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C16	350.00'	52.38'	26.24'	52.33'	S87°48'47"	85°34'31"
C17	350.00'	26.04'	13.03'	26.04'	N89°46'03"	41°04'48"
C18	20.00'	34.82'	23.74'	30.99'	S81°03'03"	99°45'55"
C19	324.00'	22.53'	11.27'	22.52'	S81°03'03"	359°02'
C20	376.00'	11.75'	5.88'	11.75'	N82°05'15"	147°26"
C21	376.00'	54.44'	27.27'	54.39'	N82°05'15"	81°745"
C22	376.00'	18.06'	9.03'	18.06'	S89°00'43"	245°08"
C23	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C24	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C25	20.00'	21.58'	11.98'	20.57'	S31°16'55"	61°50'08"
C26	105.00'	37.37'	18.88'	37.17'	N54°00'16"	202°23'27"
C27	105.00'	45.34'	23.03'	44.98'	S39°17'11"	244°41'17"
C28	47.50'	42.99'	23.07'	41.51'	N34°51'51"	51°58'53"
C29	55.00'	22.95'	11.05'	22.94'	S10°12'02"	221°55'
C30	55.00'	7.75'	3.87'	7.74'	S23°17'11"	04°48'44"
C31	260.00'	24.60'	12.26'	24.49'	N02°10'07"	52°35'44"
C32	20.00'	31.42'	20.00'	28.28'	N42°38'10"	90°00'00"
C33	20.00'	31.42'	20.00'	28.28'	N42°38'10"	90°00'00"
C34	20.00'	31.42'	20.00'	28.28'	N42°38'10"	90°00'00"
C35	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C36	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C37	20.00'	31.42'	20.00'	28.28'	N42°38'10"	90°00'00"
C38	20.00'	31.42'	20.00'	28.28'	N42°38'10"	90°00'00"
C39	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C40	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C41	20.00'	31.42'	20.00'	28.28'	N42°38'10"	90°00'00"
C42	776.00'	24.87'	12.44'	24.87'	S88°43'04"	91°50'12"
C43	20.00'	32.06'	20.65'	28.73'	S48°15'56"	91°50'12"
C44	20.00'	30.69'	19.29'	27.77'	N41°35'51"	87°56'24"
C45	724.00'	26.24'	13.12'	26.24'	N86°35'51"	21°04'36"

C.D. STEWART SURVEY NO. 321
PEOPLE OF THE STATE OF TEXAS
PROP. ID. NO. 387204 SCHOOL
LAND FILE NO. 155353

GRAPHIC SCALE
SCALE: 1"=100'

LOCATION MAP 1"=1000'

SCHOOL DISTRICT
SOCORRO INDEPENDENT SCHOOL DISTRICT
12300 EASTLAKE DRIVE

TOTAL RESIDENTIAL LOTS
288

PRINCIPAL CONTACTS:
OWNER - DOUGLAS A. SCHWARTZ 6080 SURETY DR. STE 300 EL PASO, TEXAS 79905 (915) 592-0290
ENGINEER - YVONNE C. CURRY 6080 SURETY DR. STE 100 EL PASO, TX 79905 (915) 592-0283 (915) 592-0286
SURVEYOR - RON R. CONDE 6080 SURETY DR. STE 100 EL PASO, TX 79905 (915) 592-0283 (915) 592-0286

DATE SUBMIT FINAL PLAT 6/23/17

REV.	DATE	COMMENTS
05/23/17		PUBLIC WORKS COMMENTS
05/30/17		TEXAS GAS COMMENTS
06/27/17		SEND REVISED COPY
07/10/17		PUBLIC WORKS COMMENTS
11/28/17		RESUBMIT
1/15/18		PLANNING REVIEW COMMENTS
10/17/18		RESUBMIT
1/14/19		Town Of Horizon City comments (12/18/18)
3/26/19		Public Works Director comments (3/18/19)
4/11/19		PW Director comments 2nd review (4/11/19)

DATE OF PREPARATION: MAY 29, 2020

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

LINE	LENGTH	BEARING
L1	23.90	S86°43'32"E
L2	11.42	N87°38'10"W
L3	52.02	S3°58'29"W
L4	33.19	N85°44'49"E
L5	105.00	N22°15'0"E
L6	56.69	N87°38'10"W
L7	46.01	N87°38'10"W
L8	10.13	S87°38'10"E
L9	15.95	S87°38'10"E
L10	10.00	S22°15'0"E
L11	37.00	N22°15'0"E
L12	37.00	N22°15'0"E

- NOTES:**
- TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT NO. _____ DATE _____
 - RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT NO. _____ DATE _____
 - VEHICULAR ACCESS TO THOSE RESIDENTIAL LOTS ABUTTING, TOWN CENTER DR. AND HORIZON CROSSING ST. SHALL BE FROM OTHER DEDICATED STREETS ONLY. THE INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
INSTRUMENT NO. _____ DATE _____
 - LOT CORNERS WILL BE SET UP ON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
 - "U.S. POSTAL SERVICE DELIVERY WILL BE PROVIDED THROUGH NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS".
 - SET 1/2" REBAR WITH CAP MARKED TX 5152 AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
 - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO. 480212-2508 AND 2376, DATED SEPTEMBER 4, 1991 PROPERTY IS IN FLOOD HAZARD ZONE X.
 - BEARINGS BASED ON THE MONUMENTS FOUND ALONG THE CENTERLINE OF TOWN CENTER DR., RECORDED IN THE PLAT OF HORIZON TOWN CENTER UNIT ONE, FILE NO. 20180057691, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
 - NO ROADS WILL BE MAINTAINED BY THE TOWN UNLESS PAID BY THE SUBDIVIDER OR PROPERTY OWNER AND LEGALLY APPROVED AND ACCEPTED BY THE TOWN (SECTION 4.8.1.7, SUBDIVISION ORDINANCE #35)
 - PROVIDED CERTIFICATION THAT ALL UTILITIES HAVE APPROVED LOCATIONS OF EASEMENTS AND THAT SERVICE WILL BE PROVIDED TO DEVELOPMENT.
 - ENSURE THAT PLAT COMPLEYS WITH TBPLS REQUIREMENTS.
 - WATER, SEWER, ELECTRIC AND GAS UTILITIES WILL BE AVAILABLE.
 - A PORTION OF THE STORM WATER RUNOFF WILL DRAIN INTO HORIZON TOWN CENTER UNIT THREE (POND LOT 28, BLOCK 22)

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C46	20.00'	2.35'	1.18'	2.35'	S88°59'34"	6°44'33"
C47	20.00'	14.72'	7.71'	14.39'	S64°32'02"	42°10'31"
C48	50.00'	21.81'	26.80'	47.25'	N71°38'24"	56°23'14"
C49	50.00'	75.69'	47.23'	68.67'	S36°47'56"	86°44'06"
C50	50.00'	20.98'	10.65'	20.83'	S18°35'28"	24°02'43"
C51	50.00'	47.39'	25.64'	45.63'	S57°45'50"	54°18'00"
C52	50.00'	49.19'	26.79'	47.23'	N66°54'08"	56°22'04"
C53	20.00'	14.73'	7.72'	14.40'	S59°49'17"	42°12'22"
C54	20.00'	2.34'	1.17'	2.34'	S84°16'49"	6°42'42"
C55	776.00'	24.87'	12.44'	24.87'	N86°43'04"	15°01'12"
C56	20.00'	32.06'	20.65'	28.73'	N48°15'56"	91°50'12"
C57	750.00'	46.47'	23.25'	46.45'	N88°45'01"	52°81'17"
C58	20.00'	31.42'	20.00'	28.28'	N42°38'10"	90°00'00"
C59	724.00'	26.24'	13.12'	26.24'	S86°35'51"	21°04'36"
C60	20.00'	30.69'	19.29'	27.77'	S41°35'51"	87°56'24"
C61	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C62	20.00'	31.42'	20.00'	28.28'	N42°38'10"	90°00'00"
C63	20.00'	31.42'	20.00'	28.28'	N42°38'10"	90°00'00"
C64	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C65	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C66	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C67	485.00'	39.01'	19.52'	39.00'	N84°20'35"	43°36'32"
C68	485.00'	7.45'	3.73'	7.45'	N87°11'45"	05°24'48"
C69	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C70	20.00'	31.42'	20.00'	28.28'	N42°38'10"	90°00'00"

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C71	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C72	20.00'	31.42'	20.00'	28.28'	N42°38'10"	90°00'00"
C73	20.00'	31.42'	20.00'	28.28'	N42°38'10"	90°00'00"
C74	20.00'	31.42'	20.00'	28.28'	N42°38'10"	90°00'00"
C75	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C76	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C77	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C78	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C79	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C80	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C81	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C82	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C83	20.00'	40.00'	31.15'	33.64'	N30°20'32"	114°35'16"
C84	50.00'	29.49'	15.09'	29.07'	S10°03'16"	134°41'41"
C85	50.00'	70.51'	42.55'	64.81'	S47°14'22"	80°47'35"
C86	50.00'	68.48'	40.83'	63.25'	N53°07'45"	78°28'11"
C87	20.00'	31.52'	16.30'	31.00'	N49°05'57"	36°07'05"
C88	20.00'	40.00'	31.15'	33.64'	S35°04'13"	114°35'16"



**TOWN OF HORIZON CITY
MEMORANDUM
*REVISED***

Date: January 12, 2021

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a final subdivision application (#SUB002459-2020) for the West Eastlake Estates Unit Two subdivision, legally described as being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Survey, Town of Horizon City, El Paso, County, Texas. Containing 19.776 acres +/- Application submitted by Ithaca Development, LLC.

This subdivision application was placed on the December 21, 2020 agenda for the Planning and Zoning Commission; however, due to a lack of quorum, the Commission was unable to act on the item and make a recommendation to the City Council.

In accordance with Section 212.009 of the Texas Local Government Code, this subdivision application is being forwarded to the City Council without the Commission's recommendation, but it should be considered an approval due to inaction by the Planning and Zoning Commission within 30 days of the date the application was submitted.

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

Based on the applicant's proposed temporary drainage improvements to serve a portion of this subdivision, staff recommends the following conditions on the final plat:

- A subdivision construction agreement requiring the construction of a permanent drainage pond that will serve this subdivision be completed within six (6) years, shall be submitted prior to or with the recording plat application for this subdivision. The appropriate security as required by Chapter 10 (Subdivision Regulation) of the City Code shall also be provided prior to the recording of the plat.
- The proposed temporary drainage pond shall be constructed to a minimal depth, not to exceed three (3) of ponded water, in order to not require fencing; however, appropriate signage shall be installed within the temporary pond as approved by the Public Works Director.

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



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: January 8, 2021

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a final subdivision application (#SUB002459-2020) for the West Eastlake Estates Unit Two subdivision, legally described as being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Survey, Town of Horizon City, El Paso, County, Texas. Containing 19.776 acres +/- Application submitted by Ithaca Development, LLC.

This subdivision application was placed on the December 21, 2020 agenda for the Planning and Zoning Commission; however, due to a lack of quorum, the Commission was unable to act on the item and make a recommendation to the City Council.

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

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



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: SUB002459-2020-West Eastlake Estates Unit Two
Application Type: Final Plat Subdivision Application
P&Z Hearing Date: December 21, 2020
Staff Contact: Michelle Padilla, Planning Director
915-852-1046 ext.105; mpadilla@horizoncity.org

Address/Location: North of Horizon Blvd. East of N. Kenazo, adjacent to Piemonte Village Unit One & West Eastlakes Estates Unit One

Legal Description: Being a portion of section 31, Block 78, Township 3, Texas and Pacific Railroad Survey, Town of Horizon City, El Paso County Texas

Acreage: 19.776 ± Acres

Existing Use: Vacant

Existing Zoning: PUD - Planned Unit Development

Owner: Ithaca Development, LLC

Applicant: Ithaca Development, LLC

Surrounding Zoning and Land Use:

North: PUD- Planned Unit Development

South: PUD- Piemonte Village Unit One (Current Development)

East: R-2 (Residential) -Single Family Units

West: A-1 (Apartments) - Apartments

Future Land Use Designation: Hight Density-Single Family Homes

Nearest Park: Desmond “Corky” Corcoran Park

Nearest School: Desert Hills Elementary

Application History & Description:

The applicant is proposing a 118-lot subdivision for single family units, a one-acre park and a 32,100 square foot drainage pond within the planned unit development district. The smallest lot measures approximately 4,500 square feet and the largest is 7,099 square feet in size.

This area is being developed in accordance with the Planned Unit Development (PUD) requirements of the Zoning Ordinance and the development plan that was approved as part of the rezoning of this area to PUD. The development plan includes an overall parks and open space plan, incorporating a park within this subdivision. In order to meet this requirement, the applicant is proposing to improve and dedicate a one-acre park.

Staff Recommendation:

Staff recommends *APPROVAL* of the proposed subdivision with the condition that all plat comments are addressed prior to City Council action.

Planning Comments:

1. Steve Joyce Way is 1,127.5' long and runs east/west; the suffix "way" is reserved for diagonal streets less than 1000' and is used to represent diagonal streets; please revise to include "Avenue" or "Parkway" as the suffix.
2. Bill Lazor Drive is a street that runs east/ west, "drive" is reserved for curving and diagonal streets; suffixes "Avenue" or "Parkway"; please revise to include "Avenue" or "Parkway" as the suffix.
3. Chris Zingo Lane is 1,127.5' long and runs east/ west; the suffix "way" is reserved for diagonal streets less than 1000' and is used to represent diagonal streets; please revise to include "Avenue" or "Parkway" as the suffix.
4. Chad Levitt Way is 250' long and runs north/south; the suffix "way" is reserved for diagonal streets less than 1000' and is used to represent diagonal streets; please revise to include "Avenue" or "Parkway" as the suffix.
5. Please provide the curve data for lots 1 and 10, block 12 and lot 1, block 13.
6. Please confirm that the parkland acreage does not include the proposed 20' utility easement as that area will not count towards the acreage requirement. If it is included, please revised the acreage to reflect only the parkland outside of the utility easement.

Public Works Review Comments:

Review comments received on 12/14/2020



HORIZON CITY

Incorporated 1988

Public Works Department

West Eastlake Estates U-2 (Final Plat)

REVIEW#3 12/14/2020

1. ~~Provide Bearing at centerline of Chad Levitt Way. Bearing shown is located outside subdivision boundary line.~~
2. ~~Lot 36, Block 8 and Lot 22, Block 14 are missing the distance at front and back.~~
3. ~~Street abbreviations on this plat are inconsistent (see WAY, DRIVE, LANE).~~
4. ~~Curve Data and Line Data table numbers must follow chronological order.~~
5. ~~Missing L49, L50 on table.~~
6. ~~Provide the total acreage for each lot below the lot number.~~
7. ~~Provide Closure with metes and bounds description on the final plat.~~
8. ~~Missing Benchmark and Datum information.~~
9. Provide legal description for the adjacent subdivision located at the south side (WEEU-1).
10. ~~Provide the total number of lots.~~
12. ~~Provide a list for the proposed streets on the plat.~~
13. ~~Provide a note on the plat prohibiting direct access through Orsini Blvd.~~
14. ~~Missing addresses.~~ El Paso County 9-1-1 District approval is required for the addresses on the final plat.

14999 Darrington Road * Horizon City, Texas 79928 * (915)852-1875 * Fax (915)852-1005

City Engineer Review Comments:

Comments received on 12/14/2020

West Eastlake Estates, Unit II

Summary of Recommended Conditions for Final Plat Approval:

The Town Engineer recommends the following:

1. Update and correct the “ACKNOWLEDGEMENT” to take place in the STATE OF TEXAS, COUNTY OF EL PASO and using the current year.
2. Provide a legal description for West Eastlake Estates Unit 1
3. Provide a metes and bounds description for the plat.
4. Provide a closure report for the subdivision and the lots.
5. Coordinate with the Town of Horizon City with regard to any additional comments they may have.

911 District Comments:

On November 25, 2020 the following comments were received:

“Please change the addressing on Bill Lazor Dr. and Steve Joyce Way so addressing begins at 14300 and 14301. It is not necessary to maintain two blocks of addressing on these streets. I see why it’s happening on Toby Davis, Seth Payne, and Chris Zingo but it is not necessary for these other streets. Thank you.”

Fire Department:

No comments received.

Additional Requirements:

1. Within twelve (12) months of the approval of the final plat by the City Council, a recording application will need to be submitted for approval.
2. Submit Covenants, Conditions, and Restrictions for review.
3. Submit Original Tax Certificates

Parkland Fees Calculation:

4. \$47,200: SFU Count as indicated on plat is 118 (118 * 400 = \$47,200)

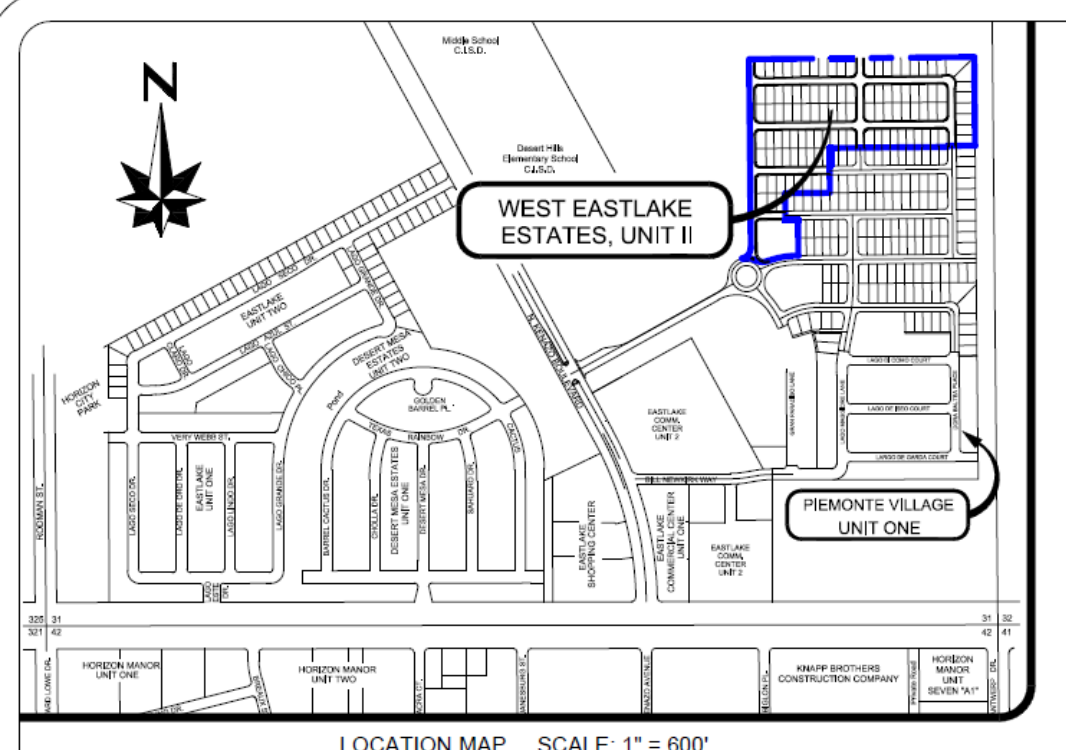
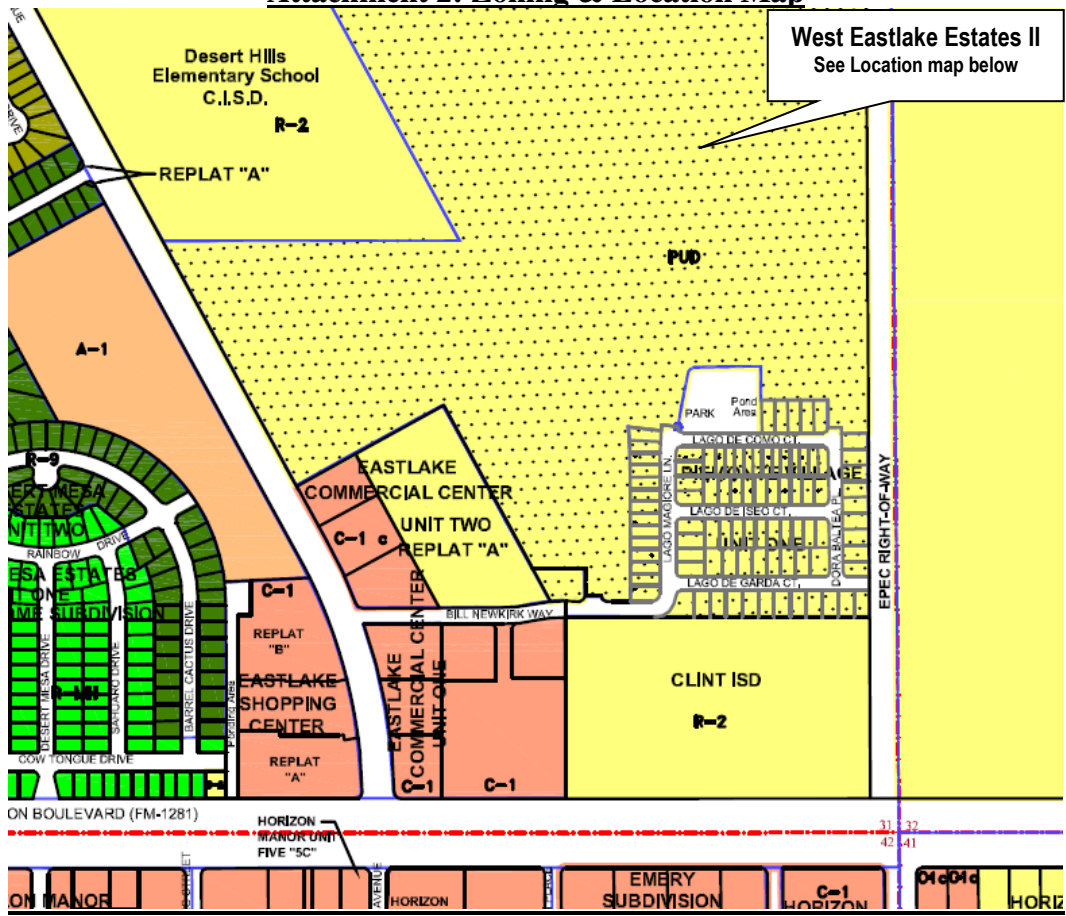
Attachments:

- 1 - Aerial View
- 2 - Zoning & Location Map
- 3 - Final Plat Map
- 4 – Application

Attachment 1: Aerial View



Attachment 2: Zoning & Location Map



LOCATION MAP SCALE: 1" = 600'

Attachment 4: Final Plat Subdivision Application

SUB002459-2020



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: West Eastlake Estates, Unit II SUBMITTAL DATE: 11-25-2020

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
A 19.776 acre subdivision located in the town of Horizon City, El Paso County, Texas, being a portion of section 31, block 78, township 3, Texas and Pacific Railroad survey, El Paso County, Texas

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	<u>12.661</u>	_____	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	<u>5.375</u>	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	<u>0.736</u>	_____
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK (Min 1 Acre)	<u>1.004</u>	_____	_____	_____	_____
SCHOOL	_____	_____	_____	_____	_____
COMMERCIAL	_____	_____	TOTAL NO. SITES	_____	_____
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>19.776</u>	_____

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? P.U.D 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) STREET AND UNDERGROUND STORM TO PONDS
7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES TO BE DETERMINED
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 TO BE DETERMINED
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 _____
 IF YES, submit REQUIRED GUARANTEE (SECTION 4.10.3 & 8.1.7, Municode Chapter 10) OR Improvement Cost Estimates & Construction Agreement

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

14. OWNER OF RECORD Ithaca Development, LLC nick@mycasasdeleon.com (915) 584-5050
 (NAME & ADDRESS) (EMAIL) (PHONE)
15. DEVELOPER Ithaca Development, LLC nick@mycasasdeleon.com (915) 584-5050
 (NAME & ADDRESS) (EMAIL) (PHONE)
16. ENGINEER ESSCO International, Inc. ahernandez@esscogroup.org (915) 533-1102
 (NAME & ADDRESS) (EMAIL) (PHONE)
17. APPLICANT Ithaca Development, LLC nick@mycasasdeleon.com (915) 584-5050
 (NAME & ADDRESS) (EMAIL) (PHONE)
18. REP/POINT OF CONTACT ESSCO International, Inc. ahernandez@esscogroup.org (915) 533-1102
 (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 MS

Applicant Signature Margy Maher EMAIL nick@mycasasdeleon.com

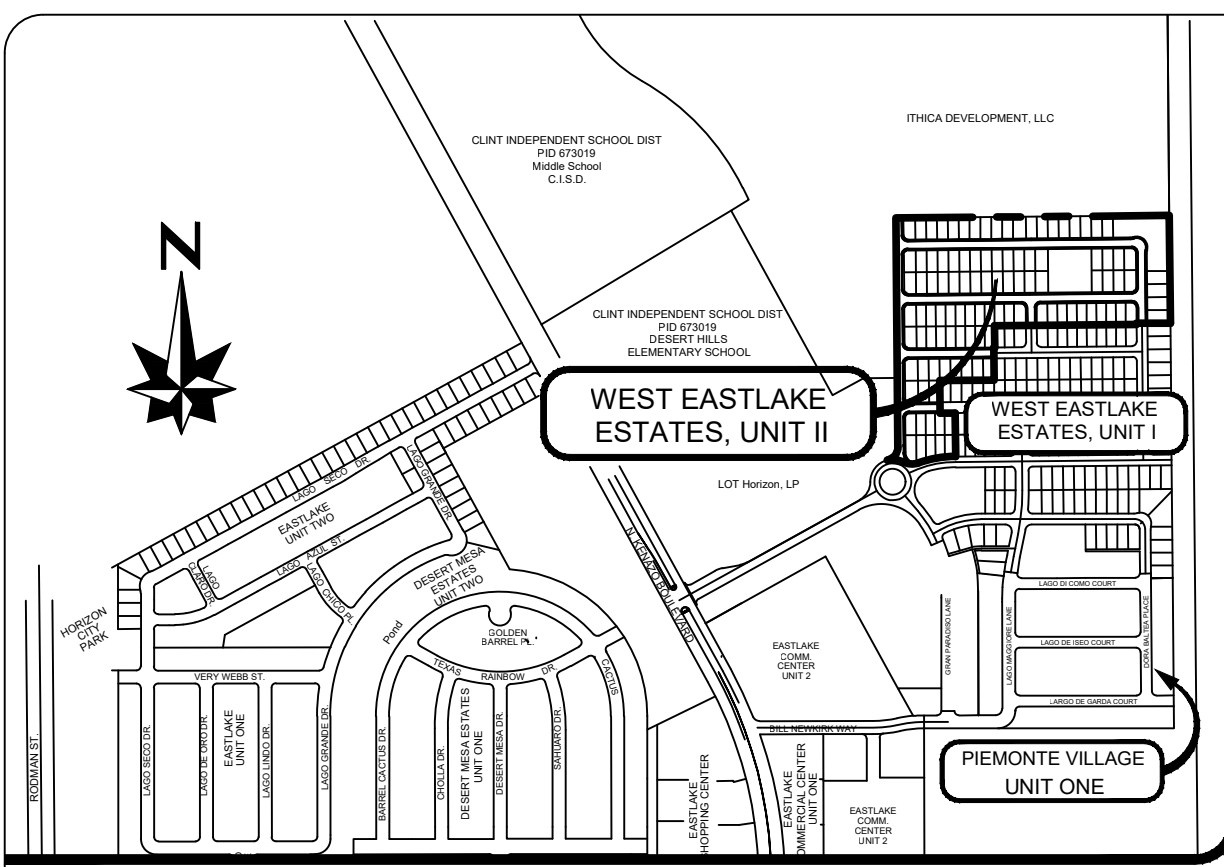
APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
 Acceptance of fee does not grant acceptance of application.
 Non Refundable Deposit \$500.00 | Application Fee: \$150

WEST EASTLAKE ESTATES, UNIT II

- FINAL PLAT -

A 19.776 ACRE SUBDIVISION LOCATED IN THE TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS, BEING A PORTION OF SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD SURVEY, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS

DATE OF SURVEY: APRIL 24, 2020



METES AND BOUNDS DESCRIPTION

A 19.776 ACRE TRACT OF LAND BEING A PORTION OF SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD SURVEY, EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE SOUTHEAST CORNER OF THIS TRACT, MARKED BY A FOUND 1/2" REBAR WITH CAP STAMPED "TX 6058"; **WHENCE** THE SOUTHEAST CORNER OF SECTION 31 OF THE AFOREMENTIONED RAILROAD SURVEY, MARKED BY A FOUND 1" REBAR, BEARS THE FOLLOWING TWO COURSES AND DISTANCES; N 89° 28' 00" E, A DISTANCE OF 99.98 FEET; **THENCE** AND ALONG THE COMMON SECTION LINES OF SECTION 31 AND 32 OF THE AFOREMENTIONED RAILROAD SURVEY, S 00° 32' 02" E, A DISTANCE OF 2674.21 FEET;

THENCE FROM THE POINT OF BEGINNING S 89° 27' 58" W, A DISTANCE OF 155.00 FEET TO AN ANGLE POINT OF THIS TRACT;

THENCE S 00° 32' 02" E, A DISTANCE OF 5.00 FEET TO AN ANGLE POINT OF THIS TRACT;

THENCE S 89° 27' 58" W, A DISTANCE OF 654.00 FEET TO AN ANGLE POINT OF THIS TRACT;

THENCE S 00° 32' 02" E, A DISTANCE OF 100.00 FEET TO AN ANGLE POINT OF THIS TRACT;

THENCE S 89° 27' 58" W, A DISTANCE OF 5.00 FEET TO AN ANGLE POINT OF THIS TRACT;

THENCE S 00° 32' 02" E, A DISTANCE OF 150.00 FEET TO AN ANGLE POINT OF THIS TRACT;

THENCE S 89° 27' 58" W, A DISTANCE OF 250 FEET TO AN ANGLE POINT OF THIS TRACT;

THENCE S 00° 32' 02" E, A DISTANCE OF 150.00 FEET TO AN ANGLE POINT OF THIS TRACT;

THENCE N 89° 27' 58" E, A DISTANCE OF 70.10 FEET TO AN ANGLE POINT OF THIS TRACT;

THENCE S 00° 32' 02" E, A DISTANCE OF 200.00 FEET TO AN ANGLE POINT OF THIS TRACT, BEING A POINT ON THE NORTH LINE OF TOBE DAVIS DRIVE;

THENCE S 89° 27' 58" W, A DISTANCE OF 22.15 FEET TO A POINT OF CURVATURE OF THIS TRACT;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 143.11 FEET, A RADIUS OF 437.94 FEET, WHOSE LONG CHORD BEARS S 60° 06' 16" W, 142.47 FEET AND THROUGH A CENTRAL ANGLE OF 18° 43' 23" TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 83.44 FEET, A RADIUS OF 110.00 FEET, WHOSE LONG CHORD BEARS N 87° 31' 37" W, 81.45 FEET AND THROUGH A CENTRAL ANGLE OF 43° 27' 37" TO A POINT OF REVERSE CURVATURE OF THIS TRACT;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 118.01 FEET, A RADIUS OF 110.00 FEET, WHOSE LONG CHORD BEARS S 83° 28' 07" W, 112.43 FEET AND THROUGH A CENTRAL ANGLE OF 61° 46' 94" TO A POINT ON A CURVE OF THIS TRACT, IDENTICAL TO THE SOUTHWEST CORNER, MARKED BY A SET 1/2" REBAR WITH CAP STAMPED "TX 5098";

THENCE LEAVING THE NORTH LINE OF TOBE DAVIS DRIVE, ALONG THE ARC OF A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 139.46 FEET, A RADIUS OF 150.00 FEET, WHOSE LONG CHORD BEARS N 26° 06' 00" E, 134.49 FEET AND THROUGH A CENTRAL ANGLE OF 53° 26' 77" TO A POINT OF TANGENCY OF THIS TRACT;

THENCE N 00° 32' 02" W, A DISTANCE OF 1010.43 FEET TO THE NORTHWEST CORNER OF THIS TRACT MARKED BY A SET 1/2" REBAR WITH CAP STAMPED "TX 5098";

THENCE N 89° 27' 58" E, A DISTANCE OF 1289.50 FEET TO THE NORTHEAST CORNER OF THIS TRACT MARKED BY A SET 1/2" REBAR WITH CAP STAMPED "TX 5098";

THENCE S 00° 32' 02" E, A DISTANCE OF 495.00 FEET TO THE PLACE AND POINT OF BEGINNING OF THIS TRACT, HAVING 19.776 ACRES OF LAND, MORE OR LESS, HAVING A CLOSURE ERROR OF 0.015 FEET AND A PRECISION OF 1 PART IN 340667.520 FEET (2.93:1,000,000).

DEDICATION

STATE OF TEXAS
COUNTY OF EL PASO
ITHACA DEVELOPMENT, LLC., OWNER OF THIS LAND, DOES HEREBY PRESENT THIS MAP AND DEDICATE TO THE USE OF THE PUBLIC, DRAINAGE EASEMENTS, ALLEYS, PARKPONDS, MEDIANS, AND UTILITY EASEMENTS AS HEREON LAID DOWN AND DESIGNATED, INCLUDING EASEMENT FOR OVERHANG OF SERVICE WIRES FOR POLE UTILITIES AND BURIED SERVICE WIRES, CONDUITS AND PIPES FOR UNDERGROUND UTILITIES AND THE RIGHT TO INGRESS AND EGRESS FOR SERVICE AND CONSTRUCTION AND THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS.

NICOLAS A. BOMBACH
SOLE MANAGING MEMBER
ITHACA DEVELOPMENT, LLC

ACKNOWLEDGEMENT

STATE OF _____ ss.
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED NICOLAS A. BOMBACH, 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 MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2017

NOTARY PUBLIC _____ 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, A.D.

ACCEPTED AND ADOPTED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY THIS _____ DAY OF _____, 2020, A.D.

ELVIA SCHULLER, CITY CLERK _____ RUBEN MENDOZA, MAYOR _____

APPROVED FOR FILING THIS _____ DAY OF _____, 2020, A.D.

HUITT-ZOLLARS, INC (TOWN ENGINEER)
BY ISABEL VASQUEZ, P.E.

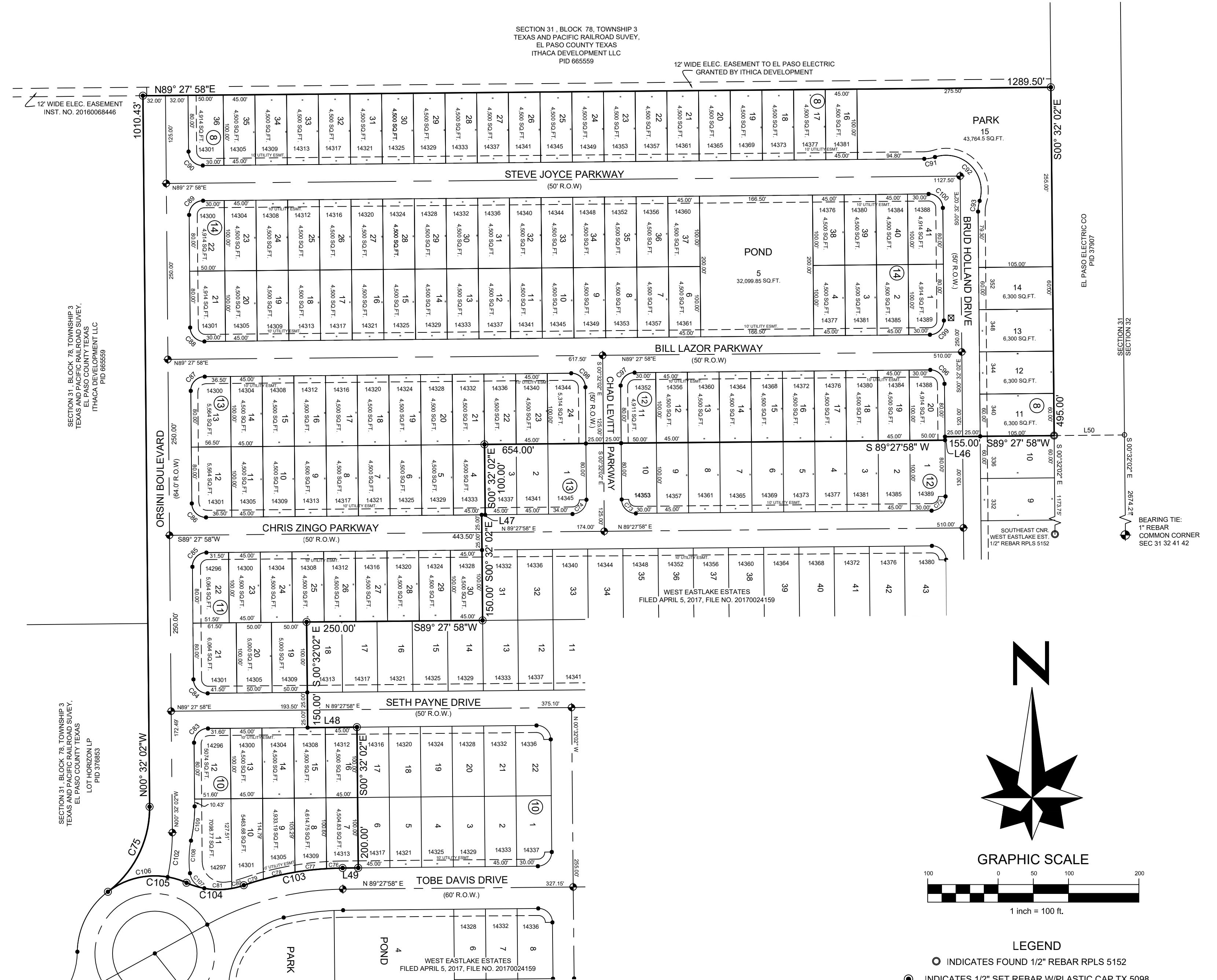
FILING

FILED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF EL PASO COUNTY, TEXAS THIS _____ DAY OF _____, 2020. IN FILE NO. _____ OF THE PLAT RECORDS.

COUNTY CLERK _____ DEPUTY CLERK _____

PLAT NOTES AND RESTRICTIONS:

- ALL LOT CORNERS WILL BE MARKED WITH 1/2" INCH DIAMETER REBARS WITH YELLOW PLASTIC CAPS AND SET UPON COMPLETION OF CONSTRUCTION IMPROVEMENTS.
- ALL BLOCK CORNERS WILL BE MARKED WITH 1/2" INCH DIAMETER REBARS WITH RED PLASTIC CAPS AND SET UPON COMPLETION OF CONSTRUCTION IMPROVEMENTS. IDENTIFIED BY: ●
- ACCORDING TO THE FEDERAL EMERGENCY MAPPING AGENCY, FLOOD INSURANCE RATE MAP, PANEL No. 480212 0250 B, DATED SEPTEMBER 4, 1991, THIS PROPERTY APPEARS TO LIE WITHIN ZONE X, WHICH BY DEFINITION IS NOT A SPECIAL FLOOD HAZARD AREA.
- THIS PROPERTY LIES WITHIN CLINT INDEPENDENT SCHOOL DISTRICT.
- LOCATION OF PROPOSED CITY MONUMENTS. ●
- THE DEVELOPER WILL PROVIDE WATER AND SANITARY SEWER CONNECTIONS TO ALL THE LOTS AND WILL MEET ALL STATE STANDARDS AND REQUIREMENTS.
- PROPOSED LOCATION OF NDCBU, "U.S. POSTAL SERVICE DELIVERY WILL BE PROVIDED THROUGH NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS". ☑
- BOUNDARY CONSTRUCTION BASED ON THE FOLLOWING RECORD DOCUMENTS:
PLAT OF SURVEY BY GEM SURVEYING, DATED FEBRUARY 13, 2015
WARRANTY DEED, DATED FEBRUARY 1, 2016, RECEPTION NO. 20160007283
- NO DIRECT ACCESS THROUGH ORSINI BOULEVARD IS PERMITTED.
- PROJECT BENCHMARK IS A 3" CITY OF HORIZON MONUMENT IN A HAND HOLE, LOCATED NEAR THE CENTERLINE OF BILL NEWKIRK WAY, LOCATED APPROXIMATELY 500 FEET EAST OF KENAZO BOULEVARD. BENCHMARK ELEVATION IS 4015.16, NAVD 1988.



LINE	LENGTH	DIRECTION
L46	5.00	N00° 32' 02" W
L47	5.00	S89° 27' 58" W
L48	70.10	N89° 27' 58" E
L49	22.15	S89° 27' 58" W
L50	99.98	N89° 28' 00" E

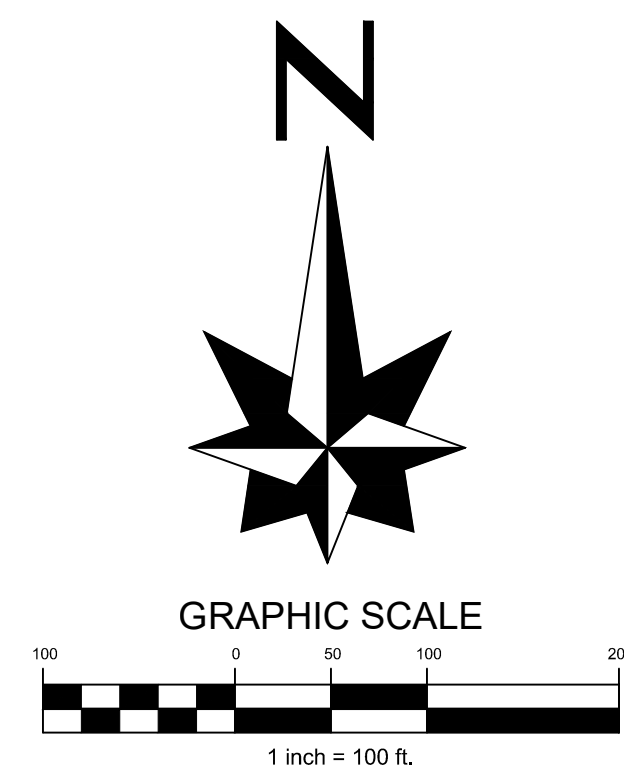
CURVE	LENGTH	RADIUS	DELTA	CH BEARING	CH DIST	TAN
C72	31.42	20.00	90°00'00"	N44°27'58"E	28.28	20.00
C73	31.42	20.00	90°00'00"	S45°32'02"E	28.28	20.00
C74	31.42	20.00	90°00'00"	N44°27'58"E	28.28	20.00
C75	139.46	150.00	053°26'77"	N26°06'00"E	134.49	75.23
C76	22.86	437.94	002°59'20"	S87°58'15"W	22.86	11.43
C77	45.26	437.94	005°59'19"	S83°30'53"W	45.26	22.65
C78	46.01	437.94	006°01'12"	S77°32'38"W	45.99	23.03
C79	28.98	437.94	003°47'27"	S72°38'18"W	28.97	14.49
C80	17.83	110.00	009°17'04"	S75°23'07"W	17.81	8.93
C81	39.22	110.00	020°25'45"	S89°45'28"W	39.01	19.82
C82	64.19	40.11	091°42'17"	N49°53'56"W	57.56	41.32
C83	31.42	20.00	090°00'00"	S44°27'58"W	28.28	20.00
C84	31.42	20.00	090°00'00"	N45°32'02"W	28.28	20.00
C85	31.42	20.00	090°00'00"	N44°27'58"E	28.28	20.00
C86	31.42	20.00	089°59'58"	N45°32'01"W	28.28	20.00
C87	31.42	20.00	090°00'00"	N44°27'58"E	28.28	20.00
C88	31.42	20.00	090°00'00"	N45°32'02"W	28.28	20.00
C89	31.42	20.00	090°00'00"	N44°27'58"E	28.28	20.00
C90	31.42	20.00	090°00'00"	N45°32'02"W	28.28	20.00
C91	15.47	50.00	017°43'41"	N80°36'08"E	15.41	7.80
C92	106.48	50.00	125°27'22"	S45°32'02"E	88.88	96.99
C93	15.47	50.00	017°43'41"	S08°19'48"W	15.41	7.80
C94	31.42	20.00	090°00'00"	S44°27'58"W	28.28	20.00
C95	31.42	20.00	090°00'00"	N45°32'02"W	28.28	20.00
C96	31.42	20.00	090°00'00"	N45°32'02"W	28.28	20.00
C97	29.59	20.00	084°46'54"	S47°04'31"W	26.97	18.26
C98	31.42	20.00	090°00'00"	N45°32'02"W	28.28	20.00
C99	31.42	20.00	090°00'00"	N44°27'58"E	28.28	20.00
C100	31.42	20.00	090°00'00"	N45°32'02"W	28.28	20.00
C101	111.83	110.00	058°14'50"	N30°20'33"E	107.07	61.28
C102	63.55	301.96	012°03'28"	N06°01'44"E	63.43	31.89
C103	143.11	437.94	18°43'23"	S80°06'16"W	142.47	72.20
C104	83.44	110.00	43°27'37"	N87°31'37"W	81.45	43.84
C105	118.01	110.00	61°46'94"	S83°28'07"W	112.43	65.03
C106	89.87	110.00	046°48'40"	S78°08'21"W	87.39	47.61
C107	31.53	25.00	072°15'08"	S43°25'01"E	29.48	18.25
C108	46.51	147.00	018°07'37"	S01°46'50"W	46.31	23.45
C109	49.10	214.00	013°08'43"	N08°02'19"E	48.99	24.66

SITE INFORMATION

ZONING: PLANNED UNIT DEVELOPMENT
SCHOOL DISTRICT: CLINT ISD
TYPE OF LAND: RESIDENTIAL

NAME	WIDTH	TYPE
TOBE DAVIS DRIVE	60'	MINOR LOCAL
ORSINI BOULEVARD	64'	MINOR LOCAL
SETH PAYNE DRIVE	50'	MINOR LOCAL
CHRIS ZINGO LANE	50'	MINOR LOCAL
BILL LAZOR DRIVE	50'	MINOR LOCAL
STEVE JOYCE WAY	50'	MINOR LOCAL
BRUD HOLLAND DRIVE	50'	MINOR LOCAL
CHAD LEVITT WAY	50'	MINOR LOCAL

TYPE	TOTAL
SINGLE FAMILY UNIT	118
PARKS	1
PONDING	1



- LEGEND**
- INDICATES FOUND 1/2" REBAR RPLS 5152
 - INDICATES 1/2" SET REBAR W/PLASTIC CAP TX 5098
 - INDICATES 1/2" SET REBAR W/PLASTIC CAP TX 5098

DATE OF PREPARATION:

- MAY 20, 2020
- REVISION TABLE:**
- JUNE 12, 2020 - AG - 1ST ROUND COMMENTS
 - JUNE 16, 2020 - AG - 2ND ROUND COMMENTS
 - JUNE 23, 2020 - AG - 3RD ROUND COMMENTS
 - JUNE 25, 2020 - AG - 4TH ROUND COMMENTS
 - NOVEMBER 24, 2020 - AG - 1ST ROUND FINAL PLAT
 - DECEMBER 10, 2020 - AG - 2ND ROUND FINAL PLAT
 - DECEMBER 14, 2020 - AG - 3RD ROUND FINAL PLAT
 - DECEMBER 21, 2020 - AG - 4TH ROUND FINAL PLAT

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone
OWNER:	Ithaca Development, LLC.	6006 N. Mesa, ste 710	El Paso Texas 79912 (915) 584-5050
ENGINEER:	ESSCO International, Inc.	1000 Newman	El Paso Texas 79902 (915) 533-1102
SURVEYOR:	Kery Greiner	P.O. BOX 183	Orgam, NM 88052 (675) 635-0176

THIS PLAT REPRESENTS A SURVEY ON THE GROUND PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND COMPLIES WITH THE PROFESSIONAL LAND SURVEYING PRACTICE ACT.

KERY W. GREINER, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE No. 5098

EMERGENCY ORDINANCE NO. 9

CONTINUING THE DECLARATION OF EMERGENCY AND RE-ENACTING THE EMERGENCY ORDINANCE INSTITUTING EMERGENCY MEASURES DUE TO A PUBLIC HEALTH EMERGENCY; SEVERABILITY CLAUSE; PENALTY AS PROVIDED HEREIN

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, Chapter 418 of the Government Code governs Emergency Management at state and local levels, and Chapters 121 and 122 of the Texas Health and Safety Code, establishes the powers and authority of local regulation of public health; and

WHEREAS, by order issued on March 13, 2020 the County Judge of the County of El Paso has declared a county state of disaster for El Paso County, Texas; and

WHEREAS, by proclamation issued on March 16, 2020 and reaffirmed and reissued on January 11, 2021, the Mayor declared a local state of disaster for the Town of Horizon City resulting from a public health emergency; and

WHEREAS, on March 19, 2020, April 14, 2020, May 12, 2020, June 9, 2020, July 14, 2020, August 11, 2020, October 13, 2020 and November 10, 2020, the City Council of the Town of Horizon City renewed, extended and continued the Mayor's declaration of disaster for thirty days, in accordance with Section 418.108 of the Texas Government Code; and

WHEREAS, on March 19, 2020, the City Council adopted an Emergency Order instituting Emergency Measures due to a Public Health Emergency and extended such ordinance by Emergency Ordinance No. 2 on April 14, 2020, Emergency Ordinance No. 3 on May 12, 2020, Emergency Ordinance No. 4 on June 9, 2020, Emergency Ordinance No. 5 on July 14, 2020, Emergency Ordinance No. 6 on August 11, 2020, Emergency Ordinance No. 7 on October 13, 2020, and Emergency Ordinance No. 8 on November 10, 2020; and

WHEREAS, the Texas Governor continues his emergency declaration, and continues to issue emergency orders to address those certain services to be reopened on such reopening date stated in each order, and to provide guidance for each category of reopened services and urge people and governmental entities to take actions necessary to reopen the economy while slowing the spread of COVID-19;

WHEREAS, the number of COVID-19 cases in Horizon City and in the adjacent El Paso County areas continues to rise based on the evidence provided by the local health authority, the El Paso County Judge continues and has amended his orders regarding the movement of people, which pursuant to Texas Government Code Section 418.108(h)(i) are effective in incorporated (and unincorporated) areas of the county, including the Town of Horizon City; and

WHEREAS, the Town of Horizon City is a home rule municipality and under City Charter Section 3.17 allows for the City Council to adopt an emergency ordinance to meet a public emergency affecting, life, health, property or the public peace; and

WHEREAS, the state of disaster requires that certain emergency measures be taken pursuant to the Executive Order of the Governor Relating to Emergency Management; therefore, the declaration of disaster continued on March 19, 2020 and extended on April 14, 2020, May 12, 2020 and June 9, 2020, and the regulations adopted by Emergency Ordinance of the City Council on March 19, 2020 as amended by Emergency Ordinance No. 2 on April 14, 2020, Emergency Order No. 3 on May 12, 2020, Emergency Order No. 4 on June 9, 2020, Emergency Ordinance No. 5 on July 14, 2020, Emergency Ordinance No. 6 on August 11, 2020, Emergency Ordinance No. 7 on October 13, 2020 and Emergency Ordinance No. 8 on November 10, 2020 shall be continued and shall remain in effect until the state of disaster is terminated.

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

1. The state of disaster proclaimed for the Town of Horizon City by the Mayor on March 16, 2020 and extended by Resolution of the Council on March 19, 2020, April 14, 2020, May 12, 2020, June 9, 2020, July 14, 2020, August 11, 2020; October 13, 2020 and November 10, 2021 is hereby continued for thirty (30) days unless reenacted by the City Council or until terminated by the City Council.

2. The rules and regulations adopted by the City Council by Emergency Ordinance on March 19, 2020 as amended by Emergency Ordinance No. 2 on April 14, 2020, Emergency Order No. 3 on May 12, 2020, Emergency Ordinance No. 4 on June 9, 2020, Emergency Ordinance No. 5 on July 14, 2020, Emergency Ordinance No. 6 on August 11, 2020, Emergency Ordinance No. 7 on October 13, 2020 and Emergency Ordinance No. 8 on November 10, 2020 shall continue to be in full force and effect for thirty (30) days or until such emergency is terminated.

3. With regard to Section 5, MOVEMENT OF PEOPLE AND OCCUPANCY OF PREMISES of the March 19 Emergency Ordinance, the City Council acknowledges that under Texas Government Code Section 418.108(h), the County Judge has the authority to issue orders regarding Movement of People within any incorporated or unincorporated area of the County. The provisions of this Section 5, Movement of People and Occupancy of Premises shall be modified or superseded by any Order of the County Judge during the term of this Ordinance with regard to the judge's authority under Section 418108(h), and the terms and conditions of such order shall be hereby incorporated into this Ordinance by reference.

In the event of any conflict between the order of the County Judge and the Town Mayor, the order of the County Judge shall prevail, pursuant to Section 418.108(h)(2) of the Texas Government Code.

4. ENFORCEMENT

Pursuant to Texas Government Code Section 418.173(b), it is an offense for an individual to violate a condition or restriction of any Order issued by the Governor of the State of Texas, the El Paso County Judge or any Ordinance adopted by the City Council of the Town of Horizon City and during a public health crisis/disaster. Said offense shall be a Class C Misdemeanor punishable by fine not to exceed \$500. No civil or criminal penalty shall be issued for failure to wear a face covering.

Any peace officer is hereby authorized to enforce the provisions of this Ordinance in accordance with the authority granted under Chapter 418 of the Texas Government Code. To the extent allowed by law, this ordinance may be enforced by any code enforcement officers or other similar designation, in the same manner that the municipal codes and ordinances are enforced.

5. EMERGENCY

This emergency ordinance shall take effect immediately upon its adoption and publication and it is accordingly so ordained. This ordinance shall remain in effect for 30 days, unless re-enacted in accordance with City Charter section 3.17 or until the state of disaster is terminated, whichever is sooner.

6. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, sentences, paragraphs and sections of this ordinance are severable. If any part of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect the remaining phrases, sentences, paragraphs and sections.

PASSED AND ADOPTED, this __ day of November 2021

TOWN OF HORIZON CITY, TEXAS

Ruben Mendoza
Mayor

ATTEST:

Approved as to Legal Form:

Elvia Schuller
City Clerk

Bertha A. Ontiveros
Asst. City Attorney

HORIZON CITY CARES EXPENDITURES
ACTUAL THROUGH DECEMBER 2020 AND ESTIMATED FOR THE PERIOD JANUARY TO DECEMBER 2021

LINE NO.	VENDOR	PURPOSE	AMOUNT
1	Funding		\$ 1,080,280.00
	<u>Expenditures throught 12/31/20</u>		
2	Town of Horizon City Payroll	Families First Coronavirus Response Act Emergency Paid Leave	37,966.30
3	Bojorquez Law Firm	City Attorney	7,280.00
4	Amazon, Staples, Xclean,etc	PPE, disinfectants, cleaning supplies and equipment	41,325.39
5	Burnett Staffing, KleanIt Janitorial	Contract labor for deep cleaning and temperature screeners	144,755.72
6	CDWG, Amzon, Office Depot	Computers, office furniture	35,903.26
7	Enterpirse, Mobile Mini, Sarabia	Rental expenses for equipment, portable offices	26,519.16
8	ID Wholesaler	Temperature Kiosk	3,848.00
9	Emergency Services District 1	Grant	111,677.68
10	El Pasoans Fighting Hunger	Grant	13,125.00
11	Eastwood Locksmith	maintenance for security	1,145.08
12	Total Actual Expenditures		<u>423,545.59</u>
	<u>Estimated Expense 1/1-12/31/21</u>		
13	El Paso Apartment Association	Rental Assistance	220,000.00
14	Emergency Services District 1	PPE and equipment	22,977.32
15	Burnett Staffing	Temperature Screeners	234,000.00
16	Kleanit Janitorial	Deep cleaning and Fogging	68,400.00
17	Various	PPE, disinfectants, cleaning supplies and equipment	25,402.09
18	Mobile Mini	Portable Offices	13,920.00
19	Enterprise FM Trust	Vehicle for social distancing	10,710.00
20	El Pasoans Fighting Hunger	Donation to provide for families in Horizon area	13,125.00
21	Cano HR Group	Consulting	4,000.00
22	Bojorquez Law Firm	Attorney	19,200.00
23	Hunt Institute	Study on effects of COVID	25,000.00
24	Total Estimated Expenditures		<u>656,734.41</u>
25	Estimated Programmed Funds		<u>1,080,280.00</u>

THE STATE OF TEXAS)
)
 COUNTY OF EL PASO) **FIRST AMENDMENT TO
 SUBRECIPIENT/SUBCONTRACTOR
 CARES FUNDS AGREEMENT**

THIS FIRST AMENDMENT to the Subrecipient/Subcontractor CARES Funds Agreement between the parties dated December ____, 2020 (“**Amendment**”) is effective as of the date it is signed by both Parties (“**Effective Date**”) and is between the Town of Horizon City, a home rule municipality, (the “**City**”) and NAME (“**Subcontractor**”). Subcontractor and City may be referred to singularly as a “Party” or collectively as “Parties.” The Parties agree to all the recitals, terms, conditions, and representations contained in this Agreement.

RECITALS

WHEREAS, the City has received funds from the County of El Paso (“**County**”) from the Coronavirus Aid, Relief and Economic Security Act (“**CARES Act**”) administered by the United States Department of Treasury (“**Granting Agency**”) for the Coronavirus Relief Fund program (“**Program Funds**”) through an Interlocal Subrecipient Grant Agreement dated July 14, 2020 for the distribution of such Program Funds, including and as amended by a First Amendment dated October 27, 2020 and a Second Agreement approved on November 23, 2020 which authorizes the City to subcontract with vendors, organizations, non-profits and businesses on Covid-19 related matters (collectively, “**Interlocal Subrecipient Agreement**”);

WHEREAS, the City and the Subcontractor entered into an Subrecipient/Subcontractor Agreement on December ____, 2021 (“**Agreement**”) in the amount of \$_____ to provide funds for _____;

WHEREAS, the County has notified the City that pursuant to federal legislation, the County will amend the Interlocal Subrecipient Agreement to extend the termination date to December 31, 2021 (“**Third County Amendment**”);

WHEREAS, the Parties desire to amend the Subrecipient/Subcontractor CARES Funds Agreement;

WHEREAS, Article 14, Section 14.01 of the Agreement provides that any alterations, additions, or deletions to the terms of the Grant Amendment must be documented in writing; and

WHEREAS, regardless of the date signed by the Parties, this Amendment shall have an effective date of December 30, 2020, subject to the actual approval of the Third County Amendment by El Paso County.

NOW, THEREFORE, the County and the City, in consideration of the mutual covenants and agreements contained in the Agreement and those set forth herein, do hereby agree to amend the Agreement as follows:

- 1. Article I, Section B, Compensation, Reporting and Program Income, Paragraph 2. The last sentence of this section shall be revised to read as follows:

“The Subcontractor also represents and warrants that any expenditures made by the Subcontractor from grant funds under this Agreement will be for (i) necessary expenditures to address emergency individual needs incurred due to the public health emergency with respect to COVID-19, and (ii) expenses that have been incurred during the period that begins on March 1, 2020 and ends on December 31, 2021.”

- 2. New Article III, Section L, Reports, is added to read as follows:

The Subcontractor shall submit a quarterly report to the City on April 1, July 1 and October 1 in 2021. On or before November 15, 2021, the Subcontractor shall provide to the City a report of all funds the Subcontractor determines it may be unable to spend prior to December 31, 2021. Any and all of such funds may be collected by the County of El Paso and redistributed at the County’s discretion.

- 3. The Parties hereby agree that all references to December 30, 2020 in the Agreement and all Amendments shall be changed to December 31, 2021.
- 4. The Agreement, except as amended by this First Amendment, remain in effect in all other aspects.

TOWN OF HORIZON CITY:

 Ruben Mendoza
 Mayor

DATE:_____

ATTEST:

 Elvia Schuller, City Clerk

APPROVED AS TO LEGAL FORM:

 Bertha A. Ontiveros, Asst. City Attorney

NAME

BY: _____

Name: _____

Title: _____

Date: _____

(The foregoing representative of Subcontractor expressly represents that execution of this Amendment has been lawfully authorized by the Subcontractor)

STATE OF TEXAS § THIRD AMENDMENT TO INTERLOCAL
COUNTY OF EL PASO § SUBRECIPIENT GRANT AGREEMENT
§ BETWEEN THE COUNTY OF EL PASO AND
§ AND THE TOWN OF HORIZON CITY FOR THE
§ DISTRIBUTION OF FEDERAL CORONAVIRUS
§ RELIEF FUNDS

WITNESSETH

WHEREAS, El Paso County (hereinafter the “County”) and the Town of Horizon City, (hereinafter “City”), previously entered into an interlocal agreement (County Contract #2020-0533) (the “Agreement”) for the City to mitigate the financial burden caused by the COVID-19 pandemic and related to eligible incurred expenses for governmental functions and services which qualify under the CARES Act as compensable expenses by the United States Department of the Treasury; and

WHEREAS, on October 26, 2020 the County approved entering into a First Amendment (County Contract #2020-0823) to 1) remove the requirement that 75% of grant funds be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the public emergency and 2) extend the term of the Agreement to December 30, 2020; and

WHEREAS, on November 16, 2020 the County approved entering into a Second Amendment (County Contract #2020-1016) to allow the Subrecipient to subcontract with vendors, organizations, non-profits and businesses on COVID-19 related matters; and

WHEREAS, the Parties wish to enter into a third amendment in order to extend the term of the Agreement to December 31, 2021; and

WHEREAS, Article 14, Section 14.01 of the Agreement provides that any alterations, additions, or deletions to the terms of the Grant Amendment must be documented in writing; and

WHEREAS, regardless of the date signed by the Parties this amendment shall have an effective date of December 30, 2020; and

NOW, THEREFORE, the County and the City, in consideration of the mutual covenants and agreements contained in the Agreement and those set forth herein, do hereby agree to amend the Agreement as follows:

AMENDMENT

ARTICLE 5
FINANCIAL REQUIREMENTS AND PAYMENT

SECTION 5.14

A new Section 5.14 of the Agreement shall be added that provides the following:

5.15 By December 1, 2021, Subrecipient shall provide to the County a report of all funds the Subrecipient determines it may be unable to spend prior to December 31, 2021. Any and all of such funds may be collected and redistributed at the County's discretion.

MODIFICATIONS

The Parties hereby agree that all references to December 30, 2020 in the Agreement and all Amendments shall be changed to December 31, 2021.

The Agreement, except as amended by this Third Amendment, remain in effect in all other aspects.

IN WITNESS HEREOF, THE TOWN OF HORIZON CITY AND EL PASO COUNTY have made and executed this Grant Agreement.

TOWN OF HORIZON CITY

EL PASO COUNTY

RUBEN MENDOZA
MAYOR
DATE:_____

RICARDO A. SAMANIEGO
COUNTY JUDGE
DATE:_____

ATTEST/SEAL

ATTEST/SEAL

City Secretary
Date:_____

El Paso County Clerk
Date:_____

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM

Bertha Ontiveros
City Attorney

Christina R. Sanchez
Assistant County Attorney

APPROVED AS TO CONTENT

Betsy Keller
El Paso County Chief Administrator