



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, October 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, October 12, 2021 at 6:00 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

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

CONSENT AGENDA

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

- 3. Approval of Minutes from:** **7**
9/28/21 Special City Council Meeting.

- 4. Discussion and Action:** **10**
Mayor/Planning Director
On a Resolution authorizing the Mayor to sign a License Agreement between the Town of Horizon City and Double H Contracting, Inc. for the use of City property as a staging area for the Darrington Road phase of the Street Maintenance Program project and ratifying the approval given by the Mayor for Double H Contractors, Inc. to use such property as a staging area.

- 5. Discussion and Action:** **16**
Mayor/CIP Manager
On an update on the Capital Improvement Program.

- 6. Request to Excuse Absent Council Members:**

REGULAR AGENDA

- 7. Discussion and Action:** **45**
Mayor/HR Coordinator
On a resolution authorizing the Mayor to sign a Client Services Agreement for Human Resource Services between the Town of Horizon City and Cano HR Group, LLC to provide human resource consulting services.

- 8. Discussion:** **52**
Mayor/Finance Director

1st Reading of Ordinance No. 0272 Amendment No. 01, An Ordinance amending Ordinance No. 0272 of the Town of Horizon City, adopting the municipal budget for the 2021-2022 fiscal year, to allow for the budgeting and expenditure of funds to further the development of the Transit Oriented Development/Town Center project; and providing for repealer and severability clauses.

- 9. Discussion and Action:** **56**
Mayor/Purchasing Agent

On the purchase of a Street's Department vehicle using CARES Act funding in an amount of \$30,400.86 and to allow the Mayor or designee to issue purchase orders.

10. Discussion and Action: 66
Mayor/EDC Executive Director

On a resolution that the Town of Horizon City, Texas supports the application submitted to the U.S. Economic Development Administration's Build Back Better Regional Challenge by the University of Texas at El Paso's Aerospace Center on behalf of the West Texas Aerospace and Defense Manufacturing Coalition and authorizing the Mayor to send a Letter of Support for the application.

11. Discussion and Action: 67
Mayor/EDC Executive Director

On a resolution adopting the Horizon City Incentives Policy, Guidelines and Criteria dated October 2021 and repealing the Horizon City Incentives Policy Guidelines and Criteria dated December 2013.

12. PUBLIC HEARING:

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from C-1, A-1, A-2, R-2, R-3, R-4A, R-6, and R9 to R-3; containing approximately 276.104 acres; being situated in Section 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas; north and east of the intersection of Desert Mist Drive and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

13. Discussion and Action: 76
Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from C-1, A-1, A-2, R-2, R-3, R-4A, R-6, and R9 to R-3; containing approximately 276.104 acres; being situated in Section 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas; north and east of the intersection of Desert Mist Drive and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

14. PUBLIC HEARING:

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 to C-1; containing approximately 1.983 acres; being situated in Section 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas; east of the intersection of Desert Mist Drive and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

15. Discussion and Action: 117
Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 to C-1; containing approximately 1.983 acres; being situated in Section 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas; east of the intersection of Desert Mist Drive and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

16. PUBLIC HEARING:

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 to C-1; containing approximately 1.453 acres; being situated in Section 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas; east of the intersection of Desert Mist Drive and Eastlake Boulevard; and authorizing the

notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

17. Discussion and Action:

125

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 to C-1; containing approximately 1.453 acres; being situated in Section 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas; east of the intersection of Desert Mist Drive and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

18. PUBLIC HEARING:

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from C-1 and R-2 to R-3; containing approximately 45.426 acres; being situated in Section 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas; east of the intersection of Desert Mist Drive and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

19. Discussion and Action:

133

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from C-1 and R-2 to R-3; containing approximately 45.426 acres; being situated in Section 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas; east of the intersection of Desert Mist Drive and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

20. PUBLIC HEARING

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 to C-1; containing approximately 1.918 acres; being situated in Section 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas; east of the intersection of Desert Mist Drive and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

21. Discussion and Action:

141

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 to C-1; containing approximately 1.918 acres; being situated in Section 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas; east of the intersection of Desert Mist Drive and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

22. PUBLIC HEARING:

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 to C-1; containing approximately 1.642 acres; being situated in Section 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas; east of the intersection of Desert Mist Drive and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

23. Discussion and Action:

149

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 to C-1; containing approximately 1.642 acres; being situated in Section 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas; east of the intersection of Desert Mist Drive and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

24. PUBLIC HEARING:

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 to R-3; containing approximately 185.716 acres; being situated in Section 32, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas; north and west of the intersection of Eastlake Boulevard and Horizon Boulevard (FM 1281); and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

25. Discussion and Action:

157

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 to R-3; containing approximately 185.716 acres; being situated in Section 32, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas; north and west of the intersection of Eastlake Boulevard and Horizon Boulevard (FM 1281); and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

26. PUBLIC HEARING:

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 to C-2; containing approximately 13.451 acres; being situated in Section 32, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas; north and west of the intersection of Eastlake Boulevard and Horizon Boulevard (FM 1281); and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

27. Discussion and Action:

167

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 to C-2; containing approximately 13.451 acres; being situated in Section 32, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas; north and west of the intersection of Eastlake Boulevard and Horizon Boulevard (FM 1281); and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

28. PUBLIC HEARING:

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 to R-3; containing approximately 212.581 acres; being situated in Section 32, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas; north and west of the intersection of Eastlake Boulevard and Horizon Boulevard (FM 1281); and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

29. Discussion and Action:

176

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 to R-3; containing approximately

212.581 acres; being situated in Section 32, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas; north and west of the intersection of Eastlake Boulevard and Horizon Boulevard (FM 1281); and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

30. PUBLIC HEARING:

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 to C-2; containing approximately 4.263 acres; being situated in Section 32, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas; north and west of the intersection of Eastlake Boulevard and Horizon Boulevard (FM 1281); and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

31. Discussion and Action:

186

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 to C-2; containing approximately 4.263 acres; being situated in Section 32, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas; north and west of the intersection of Eastlake Boulevard and Horizon Boulevard (FM 1281); and authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

32. Discussion and Action:

196

Mayor/CIP Manager

On a resolution authorizing the Mayor to sign an Advance Funding Agreement between the Town of Horizon City, Texas and the State of Texas, acting by and through the Texas Department of Transportation, for the HSIP FY23-Darrington Road Safety Lights Project (CSJ #0924-06-644).

33. Discussion and Action:

218

Mayor/CIP Manager

On a resolution authorizing the Mayor to sign an Advance Funding Agreement between the Town of Horizon City, Texas and the State of Texas, acting by and through the Texas Department of Transportation, for the HSIP FY22- North Kenazo Avenue Safety Lighting Project (CSJ #0924-06-643).

34. Discussion and Action:

240

Mayor/Asst. City Atty

On a Resolution to Deny the Proposed Rate Change requested by El Paso Electric Company's Petition and Statement of Intent to Change Rates dated June 1, 2021, Public Utility Commission of Texas, Docket No. 52195.

35. Executive Session

The City Council of the Town of Horizon City reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development).

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this

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
SPECIAL CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, September 28, 2021, 6:00 PM**

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, September 28, 2021 at 6:00 PM**, at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

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

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

2. Open Forum:

No one signed up to speak.

CONSENT AGENDA

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

3. Approval of Minutes from:

9/14/21 Regular City Council Meeting.

4. Discussion and Action:

Mayor/Planning Director

On the appointment of David Miller to the Board of Adjustment as a Regular Member.

5. Request to Excuse Absent Council Members:

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

REGULAR AGENDA

6. Discussion and Action:

Mayor/Chief McConnell

On a Resolution authorizing the Mayor to execute an Interlocal Agreement with the County of El Paso for animal welfare services on behalf of Horizon City. Compensation for services provided by the County of El Paso will be \$49,391.76 per year beginning October 1, 2021. The term of the Agreement is October 1, 2021 through September 30, 2024.

Police Chief, Mike McConnell spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Quiroz to approve the Resolution authorizing the Mayor to execute an Interlocal Agreement with the County of El Paso for animal welfare services on behalf of Horizon City. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

7. **Discussion and Action:**

Mayor/CIP Manager

On Change Order #2 to the construction contract with Allen Concrete, LLC for Corcoran "Corky" Park Improvements Project, Solicitation No. CIP 2018-102 (003) and authorizing the Mayor to execute documents.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Renteria to approve Change Order #2 to the construction contract with Allen Concrete, LLC for Corcoran "Corky" Park Improvements Project, Solicitation No. CIP 2018-102 (003) and authorizing the Mayor to execute documents. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

8. **Discussion and Action:**

Mayor/Planning Director

On a Resolution authorizing the Mayor to sign a Memorandum of Understanding with El Paso County, Texas to identify the responsibilities for the design, construction, and installation of a passenger bus shelter along Darrington Road within the city limits of the Town of Horizon City, Texas.

Planning Director, Michelle Padilla spoke regarding this item and requested postponement of this item until the next available City Council Meeting.

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

9. **Discussion and Action:**

Mayor/Planning Director

This item was postponed at the 7/13/21 Regular City Council Meeting, the 8/4/2021 Special City Council Meeting, the 8/10/21 Regular City Council Meeting and the 9/14/21 Regular City Council Meeting.

On a preliminary and final plat subdivision applications (#SUB002477-2021) for Aria Subdivision, legally described as a portion of the E1/2 of the SW1/4 of the SW1/4 of section 39, Block 78, Township 3, Texas and Pacific RR Co. Surveys, El Paso County, Texas. Application submitted by CAD Consulting Co.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Renteria to approve the preliminary and final plat subdivision applications (#SUB002477-2021) for Aria Subdivision and exempt the developer from the requirement to construct the additional roadway improvements. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

The City Council adjourned for Executive Session at 6:20 pm and Reconvened at 7:10 pm.

10. **Executive Session**

The City Council of the Town of Horizon City reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development).

- 10 A. **Discussion and Action:**
Mayor/EDC Executive Director
Real estate acquisitions for Transit Oriented Development/Town Center. (551.071 and 551.072)

A motion was made by Alderman Duran and seconded by Alderman Miller that the Executive Director of the Horizon City Economic Development Corporation be authorized to make offers to purchase real estate located within the Town of Horizon City and the Mayor be authorized to sign contracts to purchase said real estate in accordance with the terms and conditions specified in Executive Session held on this date. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

ADJOURNMENT

A motion was made by Alderman Miller and seconded by Alderman Duran to adjourn at 7:12 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: May 6, 2021

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a Resolution authorizing the Mayor to sign a License Agreement between the Town of Horizon City and Double H Contracting, Inc. for the use of City property as a staging area for the Darrington Road phase of the Street Maintenance Program project and ratifying the approval given by the Mayor for Double H Contractors, Inc. to use such property as a staging area.

Double H Contracting, Inc., as the primary contractor for the City's 2020 Street Maintenance Project, has submitted a request to the City to use the city owned lot just north of the Municipal Court and Police Department building as a construction staging area in conjunction with and for the duration of the Darrington Road phase of the project; approximately 3 months. As consideration, the applicant will be required to keep the area that they will be using and a ten-foot perimeter in a clean and sanitary condition during the term of the agreement and will be required to clean the area upon the completion of the project or duration of use of the property, whichever is sooner. This is similar to other license agreements that the City Council has authorized for other City projects.

In an effort to keep the project moving forward and create any delays, Mayor Mendoza approved and signed the license agreement so that the contractor would be able to mobilize. Therefore, the City Council is being requested to ratify the Mayor's approval and execution of the agreement.

RESOLUTION

WHEREAS, on August 12, 2021, the City Council of the Town of Horizon City awarded Solicitation No. 2021-100 - 2020 Street Maintenance Program (the "Project") to Double H Contracting, Inc.; and

WHEREAS, the Project includes demolition, earthwork, material, equipment, and incidentals required to perform mill and overlay, pothole repair and crack sealing on identified streets; and

WHEREAS, the Notice to Proceed for the Project was issued on September 21, 2021; and

WHEREAS, Double H Contracting, Inc. requested permission to use a portion of City property on Darrington Road, behind the City Hall of the Town of Horizon City as a staging area while working on the Darrington Road Phase of the Project; and

WHEREAS, the Mayor, recognizing that the Fall season is an ideal weather condition for the Project and that the Winter season is approaching and that freezing and wet weather can limit opportunities for the Project to proceed and be completed on time, authorized Double H Contracting, Inc. to fence a portion of City property for use as a staging area for the Darrington Road Phase of the Project, and he advised Double H Contracting, Inc. that the approval was subject to approval and ratification by the City Council of the Town of Horizon City,

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

That the Mayor be authorized to sign a License Agreement between the Town of Horizon City and Double H Contracting, Inc. to use a portion of City property on Darrington Road, behind the City Hall of the Town of Horizon City as a staging area while working on the Darrington Road Phase of the Street Maintenance Program Project, and

That the City Council of the Town of Horizon City ratifies the approval given by the Mayor for Double H Contracting, Inc. to use the identified portion of City property as a staging area.

PASSED AND ADOPTED this ____ day of _____, 2021.

THE TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

Theresa Cullen

Theresa Cullen
Assistant City Attorney

APPROVED AS TO CONTENT:

Michelle Padilla

Michelle Padilla, AICP
Planning Director

LICENSE AGREEMENT

This Agreement ("Agreement") between **DOUBLE H CONTRACTING, INC.** ("User"), and the **TOWN OF HORIZON CITY**, a home rule municipal corporation ("City"), is made effective the date of execution written below.

WHEREAS, the User has requested permission to use of a portion of City property on Darrington Road, behind the City Hall of the Town of Horizon City as a staging area while working on the Darrington Road Phase of the Street Maintenance Program Project; and

WHEREAS, the Parties agree that the use of a portion of the vacant lot, under the terms and conditions of this License Agreement, will benefit both Parties and provide adequate consideration to the City for the use of the portion of the vacant low.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. During the term of this agreement, the User will be permitted reasonable use of a portion of a vacant lot owned by the City as described and depicted in Attachment "A" to this Agreement ("Property"). Such use shall be limited to a use as a staging area while working on the Darrington Road Phase of the Street Maintenance Program Project. The use of the lot will consist of a 150 ft. by 150 ft. fenced area for storing heavy equipment, a porta potty and trash canister.
2. The User agrees to limit the use of the Property to the above purpose and only the User's employees, agents, contractors, and other persons performing a function in connection with the construction work or the performance of this Agreement shall be allowed on the Property by the User.
3. Should the User perform any digging on the Property, the User bears the obligation and responsibility to make the appropriate calls to locate any underground utility lines that may be on the Property prior to digging.
4. The User shall comply with all Ordinances of the City and state and federal laws in conjunction with the use of the Property and in particular, any washing on the Property or disposal of water on or from the Property shall comply with the City's MS4 Ordinances and any other applicable Ordinance.
5. In consideration for the use of the Property, the User will perform or provide for the following services on the Property:

Keep the Property as well as the surrounding ten feet on all sides of the fenced area free and clean of litter and debris throughout the term of the Agreement.

Keep the Property as well as the surrounding ten feet on all sides the fenced area free and clean of all weeds and tall grasses throughout the term of the Agreement. In removing the weeds and tall grasses, the cleaning shall not be conducted in a manner that exposes the Property to wind or water erosion, including but not limited to leaving the Property barren (without ground cover) or grading to avoid mowing.

6. This Agreement shall remain in effect until December 31, 2021. Either Party may terminate the Agreement by giving sixty (60) days written notice of termination to the other Party. In addition, the City may terminate the Agreement immediately for cause, after providing a written notice to the User of a violation of the Agreement and the failure by User to cure such violation within five working days after being served with such notice.

Upon termination of this Agreement, the User shall remove all personal property that was placed on the Property, remove all litter, debris, weeds, and tall grasses, and repair any uneven surfaces left on the Property caused by the User.

7. Notwithstanding the above, it is expressly agreed by the Parties that the City cannot and does not assume any liability for the actions of the User in using the Property or performing the required maintenance on the Property. **ACCORDINGLY, THE USER AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS OR JUDGMENTS ARISING FROM THE CONDUCT OF THE USER WITH RESPECT TO DAMAGE TO PROPERTY OR INJURY TO PERSONS INCLUDING ANY AND ALL CLAIMS, SUITS, ACTIONS OF JUDGMENTS ARISING DURING THE TIME PERIOD AUTHORIZED BY THE MAYOR PRIOR TO THE EXECUTION OF THIS LICENSE AGREEMENT.**
8. All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

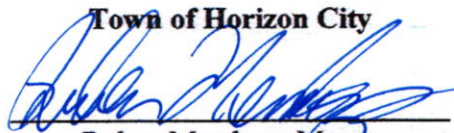
City: Town of Horizon City
ATTN: Michelle Padilla, Planning Director
14999 Darrington Dr.
Horizon City, TX 79928

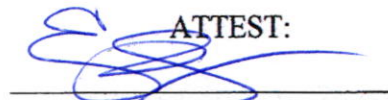
User: Double H Contracting, Inc.
ATTN: Hector Hinojos
14361 Roaring Springs Dr.
El Paso, TX 79928

or to such other addresses as the parties may designate to each other in writing from time to time.

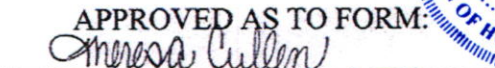
9. The laws of the State of Texas shall govern the validity, performances, and enforcement of this Agreement. Venue shall be in the courts of El Paso County, Texas.
10. This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.
11. The invalidity or illegality of any provision hereof shall not affect the remaining provisions hereof.
12. The individual signing this Agreement for the User acknowledges that he or she is authorized to do so and said individual further warrants that he or she is authorized to commit and bind the User to the terms and conditions of this Agreement.
13. The User expressly agrees that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. User further expressly agrees that every act or omission of the City which, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.
14. This Agreement is for exclusive benefit of the parties, and cannot be assigned, directly or indirectly, without the consent of the other party.

EXECUTED this 29th day of September 2021.

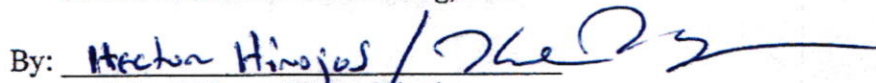
Town of Horizon City

 Ruben Mendoza, Mayor

ATTEST:

 Elvia Schuller, City Clerk



APPROVED AS TO FORM:

 Theresa Cullen, Assistant City Attorney

USER: Double H Contracting, Inc.

By: 
 Printed Name: Hector Hinojos
 President

ATTACHMENT A



Town of Horizon City Capital Improvement Program

Council Meeting
October 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 – mid 2022.

Municipal Facilities – Phase 1

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

Municipal Facilities – Phase 1

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

- Council approval of the letter of intent outlining loan conditions
- Updating engagement with bond counsel
- Bond ordinance
- USDA review of final plans and specifications – coordinating with consultant and USDA

Municipal Facilities – Phase 1



Rendering from Exigo Architecture – December 2020

Golden Eagle Park

Construction

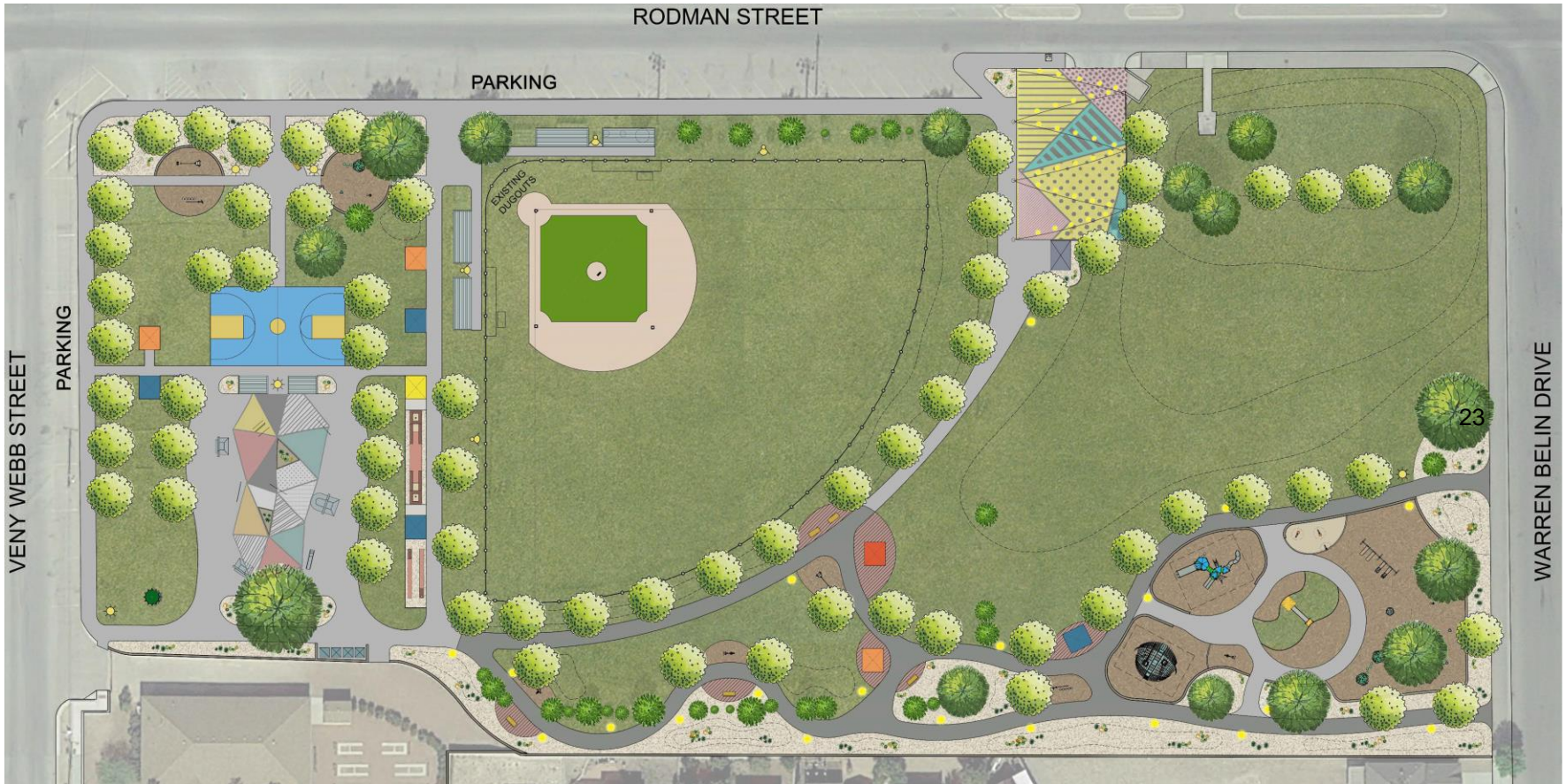
- Construction contract awarded September 16, 2019
- Construction Start – Fall 2019
- Scheduled completion date – Fall 2020
- During July 2021
 - Leaks were addressed
 - Turf time was granted
- Working with contractor to close-out project – pending final change orders for work completed and liquidated damages to be assessed.

Desmond Corcoran (Corky) Park

Construction

- Construction start – January 11, 2021
- Working with HRMUD for irrigation line connection
- Completion winter 2021/2022

Desmond Corcoran (Corky) Park



Corky Park



Benton/Ryderwood Dog Park

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

Regional Park

- Following Pegasus' presentation to Council on May 24, 2021, staff will develop a plan of action to follow Council's guidance.
- Next steps
 - Partner with EDC to delineate responsibilities and funding
 - Develop scope of work for market analysis to determine amenities
 - Develop scope of work for Parks Master Plan

Regional Park

- **Goal** is to plan a regional facility that:
 - Meets Town's needs for park space;
 - Includes facilities and amenities that are sustainable; and
 - Fosters high value commercial development and activity in the vicinity

ADA Transition Plan

- Statements of qualifications have been received.
- Evaluation process will begin.

Street Maintenance Fund

2020 Street Maintenance Program

Maintenance efforts on

- **N. Darrington**
- **Duanesburg from McMahan to S. Kenazo**
- **Acra**

30

Contractor scheduled to mobilize on October 4, 2021.

2021 Street Maintenance

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

- **Breaux** – to be packaged with Oxbow & Pawling

Federally- & State-Funded Project Updates

N. Darrington Reconstruction

- Environmental approval expected in October or November 2021.
- Project will be re-scheduled for construction award in **FY 2023**
- Town staff continues working with TXDOT and design team to develop project
- Staff continues to work with TXDOT and MPO for full funding; proposing to swap out traditional Surface Transportation Program Funds for Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) funds which do not require a local match.

N. Darrington Reconstruction - ROW

- Drainage requires property acquisition in TOD area
- Environmental Clearance scheduled for late summer 2021
- Will prepare for acquisitions by
 - Coordinating with TXDOT for process to acquire parcels for pond and construction easements for storm sewer installation;
 - Procuring appraisal and review appraisal services
 - Procuring ROW professional and surveying services

Safety Projects

- Town submitted several projects for safety funding consideration through TXDOT
- 2 projects are were **approved** for construction
 - **S. Darrington Safety Lighting** from Alberton to LTV Rd. – **FY 2023**
 - **N. Kenazo Safety Lighting** from Eastlake to Horizon Blvd. – **FY 2022**
- Advance Funding Agreements on October 12, 2021, agenda for Council's consideration
- Pending budget allocation from 2014 C.O.s.

Safety Projects

S. Darrington Safety Lighting from Alberton to LTV Rd. – FY 2023

Total Project: \$906,886

Design Costs: 79,986

Town Participation: 86,704

Approximately 9.5% participation

Safety Projects

N. Kenazo Safety Lighting from Eastlake to
Horizon Blvd. – FY 2022

Total Project: \$466,920

Design Costs: 40,879

Town Participation: 47,485

Approximately 10.1% participation

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.

All projects are recommended for inclusion in MTP.

Proposed MTP Projects

Project	MTP Year
S. Darrington Rd. Repaving (Oxbow to Alberton)	2041
N.. Kenazo Ave. Reconstruction (Eastlake to Horizon)	2041
Alberton Ave / Antwerp Rd. Construction	2041
Dilley & Delake (TOD Phase 1 Roadways)	2025
Transit Plaza with park & ride (TOD)	2025
Horizon City – Socorro Circulator Bus Route	2029
Horizon City – UTEP Express Route	2029

TIRZ/TOD Update

TIRZ Update

TOD Architectural Design Guidelines – anticipate to have a firm on contract by end of 2021.

TIRZ Update

Coordinating with Camino Real Regional Mobility Authority (CRRMA) for next steps

- Proposed Agreement with CRRMA to assist with project development;
- Advertising for design of transportation elements

Town of Horizon City Capital Improvement Program

Council Meeting
October 12, 2021

RESOLUTION

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

That the Mayor be authorized to sign a Client Services Agreement for Human Resource Services between the Town of Horizon City and Cano HR Group, LLC to provide human resource consulting services.

PASSED AND ADOPTED this ____ day of _____, **2021**.


THE TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:



Theresa Cullen
Assistant City Attorney



**CLIENT SERVICES AGREEMENT
FOR
HUMAN RESOURCE SERVICES**

This **CLIENT SERVICES AGREEMENT** (“Agreement”) is entered into by and between **Town of Horizon City**, 14999 Darrington Rd., Horizon City, TX. 79928, (“**Client**”) and Cano HR Group, LLC (“Cano HR”), P.O. Box 2387, Anthony, TX 79821, as of November 1, 2021 (“Effective Date”).

1. **Purpose:** Cano HR shall provide Human Resource consulting services to Client to meet the Client’s organizational needs. Cano HR shall provide Human Resource recommendations, solutions, and strategies to positively impact and improve the Client’s business, as provided by the Agreement. Cano HR and Client understand that none of the services provided in this agreement shall, in any way, imply or constitute the offering or providing of legal services, legal options or legal opinions.

2. **Human Resource Services:**
 - A. Cano HR will monitor on-going changes in applicable laws and regulations which affect the Client’s personnel and Human Resource practices. Cano HR will provide HR consulting services, such as, but not limited to, organizational structure, hiring, disciplinary actions, employment separations, harassment training / investigations, COVID-19, EEOC, I-9, FMLA, FLSA, ADA, ADEA, Unemployment Tax management, third party investigations, Wage & Hour claims, as well as, recommend changes to Client’s employment-related policies and procedures, and employee manual, to help ensure compliance.

 - B. Cano HR will monitor and provide loss control services and advice related to, but not limited to, unemployment compensation claims, health insurance cost, as well as worker’s compensation claims if needed.

 - C. Cano HR will provide guidance and / or assist Client in all unemployment claims response action, hearings and appeals before state agencies, EEOC claims and mediations, DOL, Homeland Security and state agency audits and responses. It is understood that Client, in its’ complete discretion, has final authority of any action taken between the unemployed claimant and the state agency.

3. **Professional Educational / Training Services:**
 - A. At Client’s request, Cano HR will consult with Client to advise on efficient and more-timely procedures pertaining to better control of claims management for a long-term approach to the ultimate reduction of Client’s liability, including but not limited to, hiring and firing seminars, anti-harassment seminars for both



management and staff, Unemployment Tax Management, Management vs. Mentor education seminars.

- B. Upon Client's request, Cano HR shall conduct initial training seminars to Client's Managers and/or Supervisors regarding procedures, rules, and regulations pertaining to a Claimant's unemployment compensation eligibility, recommended progressive discipline and proper documentation to minimize potential tax liability ramifications an monitor and advise in the most timely and efficient reporting methodology to help protect Client against any unwarranted unemployment claims, worker's compensation claims, litigation issues or charges.
- C. Cano HR will consult with Client to advise on efficient procedures pertaining to Human Resource / Personnel issues.

4. **Miscellaneous:**

- A. Cano HR shall make an annual recommendation regarding the feasibility of a voluntary contribution to reduce Client's unemployment tax rate(s).
- B. Notwithstanding any other provisions of this Agreement, Client is solely responsible for the right of direction and control over the adoption of unemployment compensation claims, EEOC claim filings and related procedures.
- C. To the extent allowed by law, each of the Parties will keep confidential and protect from unauthorized disclosure by its employees, agents or customers, any confidential information or know-how which may be disclosed to it by, or otherwise learned from, the other Party.
- D. Information made available to Cano HR by Client is confidential. Cano HR will not use any information submitted by Client for any reason or purpose other than those intended by this agreement.

5. **Indemnification:** To the extent allowed by law, Client contracts and covenants to indemnify, defend and hold harmless Cano HR from and against any and all claims, damages, losses or expenses of any kind or nature whatsoever, including reasonable attorney fees, expenses and costs of litigation arising solely and directly out of any claims for damages of any nature whatsoever, whether known or unknown, which Cano HR may incur, suffer, become liable for or which may be asserted against Cano HR and which are based on, related to, arise out of or are connected with Client, Client's business or operation, the activities, conduct, errors or omissions of Client's employees, agents, representatives and subcontractors, claims of discrimination, including but not limited to retaliation, sexual harassment or wrongful discharge, employment related claims asserted by claimant's or any other claim, demand investigation, audit or suit by any employee, past employee, agent,



representative, subcontractor or claimant of Client. All indemnification obligations shall survive the expiration, breach or termination of the Agreement regarding any liability, acts or omission, which occurred prior to the termination date and arising during the effective date of this Agreement.

Any strategic, operational, errors or omissions or other business-related decisions with regard to Client’s business shall be the exclusive responsibility of Client. When implementing such unemployment claims decision, Client shall be acting solely on its own volition and responsibility and Cano HR shall have no responsibility or liability for the acts, errors or omissions of the Client’s business.

6. **Term of Agreement:** This Agreement shall remain in force for an Initial Term of one (1) year(s), commencing on the effective date above. **At the expiration of the Initial Term, the parties may agree to auto-renew the Agreement for a period of two (2) years reflecting the client’s budget year, at the current rate.** Either party may terminate this Agreement without cause, with prior written notice of at least ninety (90) days to the other party. If Client terminates this Agreement without cause and has already received the Employee Handbook provided by Cano HR, then Client shall be responsible for payment of the Employee Handbook in the amount of \$3,750.00. However, as per the terms and conditions of Addendum A, Employee Handbook, if Client terminates this Agreement without cause and has not received the Employee Handbook provided by Cano HR, Client will be entitled to full recovery of \$3,750.00. Either party may terminate this Agreement at any time for cause, based on a material breach by the other party of a term or condition of this Agreement with thirty (30) days written notice.

7. **Service Fees:** For all services included in Addendum A & B, the Client agrees to pay an annual fee of \$12,000.00. Monthly installments of \$1,000.00 due immediately upon execution of contract and billed the 1st of every month thereafter and payment of said invoice is due upon receipt.

8. **Notices:** Whenever under this Agreement one party is required to give written notice to the other, such written notice shall be deemed given if mailed by certified mail, return receipt requested and addressed as follows:

Client: Town of Horizon City 14999 Darrington Rd. Horizon City, TX. 79928	Cano HR Group, LLC. c/o Tommy Cano P.O. Box 2387 Anthony, TX 79821
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Either party may at any time change its address for notification purposes by mailing a notice state the change and setting forth the new address.



9. **Assignment:** Cano HR's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Client.
10. **Non-Appropriation:** If for any reason, at any time during any term of this Agreement, Client fails to appropriate funds sufficient for Client to fulfill its obligations under this Agreement, Client may terminate this Agreement to be effective on the later of: (i) thirty (30) days following delivery by Client to Cano HR of written notice of Client's intention to terminate; or (ii) the last date for which funding has been appropriated by the Client for the purposes set forth in this Agreement.
11. **Contracts Boycotting Energy Companies:** Cano HR represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, Cano HR shall promptly notify Client.
12. **Firearms.** Cano HR verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, Cano HR shall promptly notify Client.
13. **Foreign Terrorist Organizations:** Cano HR represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
14. **Boycotting Of Israel:** Cano HR represents and warrants that (1) it does not, and shall not for the duration of the Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, Cano HR shall promptly notify Client.
15. **Governmental Function.** The Parties expressly agree that, in all things relating to this agreement, Client is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of Client, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.
16. **Conflict of Interest:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local



government entity. By law, this questionnaire must be filed with Client’s City Clerk not later than the 7th business day after the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Cano HR represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

- 17. **Entire Agreement.** This Agreement, together with Addendum A & B, sets forth the entire agreement between the Parties respecting its subject matter and supersedes all prior negotiation and agreements between the parties relating to the subject of this Agreement. No change, waiver or discharge of obligations arising under this Agreement shall be valid unless it is in writing and executed by all the Parties.
- 18. **Venue.** This Agreement shall be governed by the laws of Texas, and exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in El Paso County, Texas.
- 19. **Validity of Agreement.** Any invalidating of any provision, in whole or in part, of any provision of this Agreement shall not affect the validity of any of the remaining provisions.

This agreement shall be effective from November 1, 2021 to October 31, 2022. This Agreement is expressly conditioned upon and subject to acceptance by Cano HR.

TOWN OF HORIZON CITY

CANO HR GROUP, LLC.

Authorized Client Representative – Signature

Mr. Tommy Cano, President – Signature

Printed Name of Client Representative

Mr. Tommy Cano – Printed Name

Date

Date



ADDENDUM A:

CLIENT TOWN OF HORIZON CITY

Training & Development Program

- Hiring Practices (What to say and not to say, what to ask not to ask)
- Firing Practices (Effective termination procedures to avoid litigation, and/or reduce liability to company)
- Anti-harassment training
- Unemployment Compensation
- Manager vs. Mentor
- COVID-19 in the Workplace

Human Resource Services –

- Human Resource service includes, but is not limited to, answer questions, guide management in disciplinary practices, assist in terminations, hiring practices, I-9 compliance, investigations, state and federal claims and hearings.

Fee Schedule:

- 1-14 employees - \$500 per month
- 15-99 employees - \$1,000 per month
- 100-199 employees - \$1,500 per month
- 200-299 employees - \$2,000 per month
- 300-499 employees - \$3,000 per month
- 500 + employees - \$5,000 per month

***Employee Handbook (Optional)**

- Review and modify Town's employee handbook to meet and comply with Federal & State laws. Handbook fee (\$3,750.00) – early termination of contract will result in full recovery of handbook fee.
- Add provisions in compliance with federal and state laws, if applicable (e.g. FMLA, ADA, ADEA, USERRA, EEO, FLSA, At-Will Clause, etc.)
- Distribution to all employees and obtain acknowledgement to secure in personnel file.
- Train management on new handbook provisions to comply with federal and state laws.

* HR Services do not include the revision or modification of employee handbook after initial contract. An additional fee will apply for modification of company's employee handbook to comply with federal and state law, as well as employer's policies and procedures.

ORDINANCE NO. 0272 AMENDMENT NO. 01

AN ORDINANCE AMENDING ORDINANCE NO. 0272 OF THE TOWN OF HORIZON CITY, ADOPTING THE MUNICIPAL BUDGET FOR THE 2021-2022 FISCAL YEAR, TO ALLOW FOR THE BUDGETING AND EXPENDITURE OF FUNDS TO FURTHER THE DEVELOPMENT OF THE TRANSIT ORIENTED DEVELOPMENT/TOWN CENTER PROJECT; AND PROVIDING FOR REPEALER AND SEVERABILITY CLAUSES.

WHEREAS, an Ordinance was enacted on the 14th day of September 2021, which adopted a budget for the fiscal year of October 1, 2021 to September 30, 2022 for the Town of Horizon City; and

WHEREAS, it is now necessary to amend said budget for municipal purposes to add the transfer of funds from the General Fund to the Capital Improvement Fund, in the amount of \$300,000.00. This funding and expenditure is necessary to provide additional development of the Transit Oriented Development/Town Center Project which was not included in the budget.

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

1. FINDINGS OF FACT

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

2. BUDGET AMENDMENT

That funds shall be transferred, as set forth in Attachment A, for the above-stated purpose.

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

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

5. PROPER NOTICE & MEETING

This budget amendment shall be in file with the City Clerk for public inspection. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the _____ day of _____, 2021, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Horizon City, Texas.

TOWN OF HORIZON CITY:

by: _____
Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Theresa Cullen, Assistant City Attorney

First Reading: October 12, 2021

Second Reading: November 9, 2021

ATTACHMENT A
BUDGET FUND TRANSFER

**TOWN OF HORIZON CITY
2022 BUDGET AMENDMENT 01
GENERAL FUND
EXHIBIT A**

Line No.	Description	Amount
1	Planning, Preparation and Land Purchase	280,000.00
2	Miscellaneous	20,000.00
3	Total Proposed	<u>300,000.00</u>
	<u>Revenue</u>	
4	01-400-4600 Prior Years Fund Surplus	300,000.00
	<u>Expense</u>	
5	01-507-6700 Transfers Out	300,000.00



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: October 12, 2021
To: Honorable Mayor and Members of City Council
From: Gerardo "Efisio" Setzu, Purchasing Agent
SUBJECT: Purchasing Vehicle to replace COVID Leased Vehicle

Reference Item # 9. For Discussion and Action

Current Chevy Silverado 1500 Series that is on a short-term lease is being returned to Enterprise Rental Services. This vehicle was obtained to be compliant with COVID protocol regarding social distancing and supporting Public Works Operations.

To remain COVID compliant, the vehicle will be replaced with a 2022 Ford F150(FIC) XL 2WD Reg Cab 81, Box 141, V8 with towing package. Vehicle specifications are equal to the currently leased vehicle and meet the requirements for Public Works operations. Vehicle lead time is 16-18 weeks due to chip acquisition.

Total purchase cost for this vehicle under Sourcewell (Formerly known as NJPA) contract # 120716-NAP is \$30,400.86.

CARES funds are available and will be used for the purchase.



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

9/29/2021
 10/7/2021 Re-Configured

Quote ID: **18379 R1**

Order Cut Off Date: **TBA**

Mr Gerardo Setzu
 Town of Horizon City
 14999 Darrington Rd
 Horizon City, Texas, 79928

Dear Gerardo Setzu,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2022 Ford F-150 (F1C) XL 2WD Reg Cab 8' Box 141" WB, Factory Order) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$35,865.00	\$30,400.86	15.235 %	\$5,464.14
Factory Order	\$0.00	\$0.00		
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$30,400.86		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
 Account Manager
 Email: Fleet@NationalAutoFleetGroup.com
 Office: (855) 289-6572
 Fax: (831) 480-8497

Quoting Department
 Account Manager
 Fleet@NationalAutoFleetGroup.com
 (855) 289-6572



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
995	ENGINE: 5.0L V8, -inc: auto start-stop technology and flex-fuel capability, 3.15 Axle Ratio, GVWR: 6,750 lbs Payload Package
TRANSMISSION	
Code	Description
44G	TRANSMISSION: ELECTRONIC 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail (STD)
WHEELS	
Code	Description
64C	WHEELS: 17" SILVER STEEL, (STD)
TIRES	
Code	Description
___	TIRES: 245/70R17 BSW A/S, (STD)
PRIMARY PAINT	
Code	Description
YZ	OXFORD WHITE
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
CS	BLACK W/MEDIUM DARK SLATE, CLOTH 40/20/40 FRONT SEAT, -inc: 2-way manual driver/passenger adjustment and armrest
AXLE RATIO	
Code	Description
X26	3.73 AXLE RATIO
ADDITIONAL EQUIPMENT	
Code	Description
85A	XL POWER EQUIPMENT GROUP, -inc: Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors

	w/Black Skull Caps, heat and manual-folding, Power Front Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm
53B	CLASS IV TRAILER HITCH RECEIVER, -inc: towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available)
924	REAR WINDOW FIXED PRIVACY GLASS
57Q	REAR WINDOW DEFROSTER
18B	BLACK PLATFORM RUNNING BOARDS
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates, optional to all others
595	FOG LAMPS
942	DAYTIME RUNNING LAMPS, -inc: Non-controllable
50S	CRUISE CONTROL
OPTION PACKAGE	
Code	Description
100A	EQUIPMENT GROUP 100A STANDARD

2022 Fleet/Non-Retail Ford F-150 XL 2WD Reg Cab 8' Box 141" WB

WINDOW STICKER

2022 Ford F-150 XL 2WD Reg Cab 8' Box 141" WB

CODE	MODEL	MSRP
F1C	2022 Ford F-150 XL 2WD Reg Cab 8' Box 141" WB	\$29,940.00
OPTIONS		
995	ENGINE: 5.0L V8, -inc: auto start-stop technology and flex-fuel capability, 3.15 Axle Ratio, GVWR: 6,750 lbs Payload Package	\$1,995.00
44G	TRANSMISSION: ELECTRONIC 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail (STD)	\$0.00
64C	WHEELS: 17" SILVER STEEL, (STD)	\$0.00
—	TIRES: 245/70R17 BSW A/S, (STD)	\$0.00
YZ	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
CS	BLACK W/MEDIUM DARK SLATE, CLOTH 40/20/40 FRONT SEAT, -inc: 2-way manual driver/passenger adjustment and armrest	\$0.00
X26	3.73 AXLE RATIO	\$80.00
85A	XL POWER EQUIPMENT GROUP, -inc: Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, heat and manual-folding, Power Front Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm	\$970.00
53B	CLASS IV TRAILER HITCH RECEIVER, -inc: towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available)	\$205.00
924	REAR WINDOW FIXED PRIVACY GLASS	\$100.00
57Q	REAR WINDOW DEFROSTER	\$220.00
18B	BLACK PLATFORM RUNNING BOARDS	\$250.00
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates, optional to all others	\$0.00
595	FOG LAMPS	\$140.00
942	DAYTIME RUNNING LAMPS, -inc: Non-controllable	\$45.00
50S	CRUISE CONTROL	\$225.00
100A	EQUIPMENT GROUP 100A STANDARD	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$34,170.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,695.00
TOTAL PRICE	\$35,865.00

Est City: 20 (2021) MPG
Est Highway: 24 (2021) MPG
Est Highway Cruising Range: 552.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 3.3L V6 PFDI -inc: auto start-stop technology and flex-fuel capability
Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail
3.55 Axle Ratio
GVWR: 6,100 lbs Payload Package
Rear-Wheel Drive
70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
200 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
1975# Maximum Payload
Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Steering
23 Gal. Fuel Tank
Single Stainless Steel Exhaust
Double Wishbone Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

EXTERIOR

Wheels: 17" Silver Steel
Tires: 245/70R17 BSW A/S
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Body-Colored Rub Strip/Fascia Accent
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers

Aluminum Panels

Black Grille

Tailgate Rear Cargo Access

Manual Tailgate/Rear Door Lock

Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights
Preference Setting Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

Auto High Beam

ENTERTAINMENT

Radio: AM/FM Stereo w/4 Speakers -inc: auxiliary audio input jack

Radio w/Seek-Scan, Speed Compensated Volume Control and Radio Data System

Fixed Antenna

INTERIOR

Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest

Driver Seat

Passenger Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer,
Transmission Fluid Temp and Trip Odometer

FordPass Connect 4G Mobile Hotspot Internet Access

Front Cupholder

Compass

Manual Air Conditioning

Locking Glove Box

Interior Trim -inc: Cabback Insulator and Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Passenger Visor Vanity Mirror

Full Overhead Console w/Storage and 1 12V DC Power Outlet

Front Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Pickup Cargo Box Lights

Smart Device Remote Engine Start

SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud
connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and
digital owners manual

Instrument Panel Bin, Dashboard Storage, Driver And Passenger Door Bins
Manual 1st Row Windows
Outside Temp Gauge
Analog Appearance
Lane-Keeping System -inc: lane-keeping alert, lane-keeping aid and driver alert
Pre-Collision Assist w/Automatic Emergency Braking -inc: pedestrian detection, forward collision warning and dynamic brake support
Rear View Camera
Seats w/Carpet Back Material
Manual Adjustable Front Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
1 12V DC Power Outlet

SAFETY

AdvanceTrac with Curve Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st Row Airbags
Airbag Occupancy Sensor
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

RESOLUTION

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

That the Town of Horizon City, Texas supports the application submitted to the U.S. Economic Development Administration’s Build Back Better Regional Challenge by the University of Texas at El Paso’s Aerospace Center on behalf of the West Texas Aerospace and Defense Manufacturing Coalition. The application called “Reclaiming Aerospace and Defense Manufacturing Dominance through Frontier Technologies” will make critical investments in economic development infrastructure and programs in our growing suburban community. These investments will open up new opportunities for area residents in high-wage, high-tech jobs, and

That the Mayor be authorized to send a Letter of Support for the application.

PASSED AND ADOPTED this _____ day of _____, **2021.**

THE TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

Theresa Cullen
Assistant City Attorney

TOWN OF HORIZON CITY, TEXAS
RESOLUTION

WHEREAS, the Town of Horizon City (the City) is a duly formed home-rule municipal corporation located in El Paso County, Texas;

WHEREAS, the City desires to provide incentives to businesses that create “quality jobs” and expand the tax base within the City limits;

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes the governing body of a municipality to establish and administer programs to promote state and local economic development and to stimulate business and commercial activity in the municipality;

WHEREAS, the City adopted a policy in 2013 to establish local economic development programs;

WHEREAS, the City now desires to update the Horizon City Incentives Policy, Guidelines and Criteria;

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

1. The City Council of the Town of Horizon City, Texas hereby adopts the Horizon City Incentives Policy, Guidelines and Criteria dated October 2021 and attached hereto and fully incorporated herein as Attachment “A”.

2. The Horizon City Incentives Policy Guidelines and Criteria dated December 2013 is hereby repealed and replaced in its entirety by the new policy attached as Attachment "A".
3. Any 380 Agreement signed after the effective date of this Resolution will be governed by the new policy attached as Attachment "A" and those signed before the effective date of this Resolution will be governed by The Horizon City Incentives Policy Guidelines and Criteria dated December 2013.

Signed and effective the ____ day of October, 2021.

Town of Horizon City, Texas

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

Horizon City Incentives Policy Guidelines & Criteria October 2021

SECTION I. INTRODUCTION

It is the policy of the Horizon City municipal government ("City") to provide incentives to companies that expand the tax base and create new "Quality Jobs" within Horizon City. All financial incentives outlined in this policy are authorized by Chapter 380 of the Texas Local Government Code, as amended from time to time.

SECTION II. DEFINITIONS

"BLS" – The United States Bureau of Labor Statistics.

"Capital Investment" – Expenditures made by company, including those made on improvements to real property, equipment, and personal property (furniture and fixtures). For the purpose of calculating incentives, investment does not include the price for acquisition of land or an existing building.

"Direct Tax Revenues"-- Property tax revenues paid by the company to the City which result from an incremental capital investment made by the company.

"Full-time Employee" – An employee working at least 35 hours per week and eligible to receive company-provided health benefits.

"Indirect Tax Revenues"-- Anticipated property tax and sales tax revenues generated for the City as a result of a company engaging in transactions with private companies which supply goods and/or services to the company receiving incentives.

"Induced Tax Revenues"-- Anticipated property tax and sales tax revenues generated for the City as a result of changes in household income received by the company and its suppliers.

"Qualifying Project" – A project proposed by a company that meets one or more of the qualifying criteria established in this policy.

"Quality Job"-- A position occupied by a "full time employee" that provides training or career development opportunities and that meets Wage Requirement and benefit requirements set forth in Section IV(4) of this policy.

"Target Area" – An area identified by ordinance of the Horizon City Council as having strategic economic development value.

"Target Industries" – Industry segments that have been identified as top priority for the City, and therefore eligible to receive a higher level of financial incentives. Current target industries are outlined in Exhibit A of this policy.

"Transportation Reinvestment Zone"-- specific contiguous zone around a planned transportation project that is established as the necessary institutional arrangement to facilitate capture of the property tax increment arising from the planned project.

"Wage Requirement" – starting wage or salary as defined by the BLS or Texas Workforce Commission (<https://texaslmi.com/>) for a proposed position in the El Paso County MSA.

SECTION III. STRATEGIC OBJECTIVES

Horizon City, through the implementation of this policy, shall endeavor to accomplish the following strategic objectives:

1. The City will pursue a stable, year-round economy with an emphasis on creating Quality Jobs.
2. The City supports the retention and expansion of existing businesses within the City, particularly those that have strong potential to sell their products and services outside of Horizon City.
3. The City supports the attraction of primary and secondary target industries as identified in Exhibit A.
4. The City supports the revitalization of designated redevelopment areas as identified in Exhibit B.
5. The City will maintain economic development efforts that are consistent with the City's Vision 2020: Comprehensive and Strategic Plan for Horizon City and its ETJ.

SECTION IV. GENERAL CRITERIA

The City may provide incentives for any business or commercial development project if that project demonstrates that it will aid in the advancement of the City's economic goals which include:

1. creation or retention of "Quality Jobs"

2. increasing private capital investment which expands and diversifies the tax base
3. spurring development in targeted City locations

To qualify for financial incentives, the business must:

1. provide solid evidence that demonstrates the company's financial stability and capacity to complete the project;
2. comply with all local, state, and federal laws;
3. be current on all taxes, fees, and any other financial obligations to the City; and
4. offer health insurance coverage to all full-time employees, with the employer paying at least 50% of the premium.

SECTION V. QUALIFICATION CRITERIA

In order to be eligible for consideration of financial incentives from the City, a qualifying project must meet qualifying standards in at least one of the categories below. Qualifying projects which meet more than one of these standards will be given greater consideration.

1. Create a minimum of ten (10) or retain a minimum of fifteen (15) full time jobs, at least 50% of which must be "Quality Jobs".
2. Make a minimum capital investment of \$1 million in improvements to real property and/or installation of personal property such as furniture, fixtures and equipment.
3. Classification within at least one of the target industries identified in Exhibit "A".

SECTION VI. TYPES OF INCENTIVES

A. Onward Horizon City Program

The City, at its discretion, may provide annual cash rebates pursuant to Chapter 380 of the Texas Local Government Code. Under this program, companies must annually pay all property taxes due to the City and will be annually rebated a specified percentage of the calculated direct, indirect, and induced property taxes generated by the qualifying project. In most cases, contracts will be limited to a maximum of ten years, and the annual rebate will typically not exceed 100% of the direct property taxes paid by the company to the City. For any qualifying project that will generate sales tax revenues, the company may be eligible for a rebate of a specified percentage of the portion of the sales tax generated by the qualifying project that constitutes the general sales tax levied by the City.

Qualifying projects may also be eligible to receive rebates of City permit, or other required fees paid to the City.

B. Bonus Incentives for Extraordinary Impact

Companies may be eligible to receive a greater level of financial incentives from the *Onward Horizon City* rebate program if the qualifying project meets one or more of the following criteria:

1. The company creates at least 100 jobs at their Horizon City location.
2. The company pays wages to at least 50% of its employees that are at least 115% of the current Median Wage for El Paso County.
3. The company locates a headquarters or R&D operation within Horizon City.
4. The company makes a "significant" capital investment, defined in the Texas Economic Development Act (Texas Tax Code, Title 3, Subtitle B, Sections 313.022 and 313.023) as the "minimum qualified investment" which may be considered by a school district for offering financial incentives. At the date of adoption of this policy-- the investment at a location within Socorro ISD is \$20 million and within Clint ISD is \$10 million.

Qualifying projects may, at the discretion of City Council, be eligible to receive other incentives permitted under Chapter 380 of the Texas Local Government Code such as loans, grants personnel assistance and services from the municipality.

SECTION VI. APPLICATION PROCESS & CONTRACTUAL OBLIGATIONS

1. Companies that wish to pursue financial incentives outlined in this policy must submit a completed application as provided by the Town of Horizon City.
2. The City may refer the application to the (HCEDC) with a request that the HCEDC Board make a recommendation on the application to the City Council. Utilizing information submitted in the completed application, the Town of Horizon City Type 4B Economic Development Corporation (HCEDC)/City will conduct an economic impact analysis of the company's project and will use this analysis to prepare a recommendation for incentives to be considered by the HCEDC Board and/or by the City Council of Horizon City.
3. The HCEDC Board and City will maintain confidentiality of all information in submitted in the completed application until such time that the City Council schedules a public meeting to take formal action. Texas Government Code Section 551.043 requires that official notice of formal action be posted no less than 72 hours before the scheduled public hearing. At a minimum, the project's estimated job counts, proposed wages and proposed

capital investment will be disclosed in this public hearing.

4. *Onward Horizon City* tax rebates will typically be the delivery mechanism of choice for incentives; however, the City reserves the right to use any other source or mechanism (HCEDC, State, Federal, Foundation, etc.) in the award of incentives. As a matter of general policy, HCEDC tax abatements and *Onward Horizon City* rebates will not be used simultaneously unless the revenue stream generated by the qualifying project is derived from sources other than property tax.
5. Should the project be considered for property tax abatement, state statutes require that the proposed project locate within a state designated "enterprise zone". At the time of adoption of this policy, all potential project sites within the municipal limits of Horizon City qualify for consideration as a state designated "enterprise zone" pursuant to Chapter 2303 of the Texas Government Code, however, no location in Horizon City has been so designated.
6. The award of financial incentives will be outlined in contractual agreements that are negotiated between the City and the qualifying business. To receive any such incentives from the City, the business will be required to present credible information, including but not limited to projections of jobs, wages, and capital investment. Any business that receives financial incentives from the City will be required to provide annual updates of this information once business operations have begun.
7. If a company has been awarded incentives and the company ownership changes, the new owner may be required to file a new application with the municipal government of Horizon City. It shall be the responsibility of the business to notify the City of any such substantive change.
8. Agreements may be conditioned on the completion of specific improvements to real property and/or job numbers and salaries levels being met.
9. Agreements shall contain recapture clauses in the event that such conditions are not met.
10. Incentives are provided at the sole discretion of the City Council of Horizon City, and the City is under no obligation to approve any requested incentive.

SECTION VII. SUNSET

This policy will sunset December 31, 2023, unless renewed or revised by the City Council of Horizon City.

Exhibit A

Target Industries for Horizon City

The following list of industries will receive priority consideration for financial incentives from the municipal government of Horizon City:

1. Manufacturing, which include suppliers and OEMs within the following sectors:
 - Aerospace/Defense
 - Automotive
 - Biomedical
 - Clean Technology (alternative/renewable energies, water filtration, etc.)
 - High Tech Electronics
2. White Collar employers, including:
 - Business Process Outsourcing (BPO)
 - Contact Centers
 - Information Technology
 - Shared Services
 - Technical Support
3. Private commercial recreational and tourism ventures that will attract a Regional or National customer base.
4. Hotels that support tourism.
5. Retail operations which are deemed to have the ability to draw customers from outside of Horizon City.
6. Private hospitals, clinics, medical/dental offices, senior care facilities and other health care-related services.

Exhibit B

Horizon City Targeted Areas

Commercial and industrial properties within the following designated areas will receive priority consideration for economic incentives:

1. Horizon Boulevard commercial corridor
2. Horizon Industrial Park Subdivision
3. Texland Subdivision
4. Transportation Reinvestment Zone(s)
5. Transit Oriented Development(s)
6. Darrington Commercial Corridor
7. Other designated sites and/or corridors selected by City Council



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: September 9, 2021; **REVISED September 13, 2021**; **2nd REVISED October 6, 2021**
To: Honorable Mayor and Members of City Council
From: Michelle Padilla, Planning Director
SUBJECT: **Items 12 through 31 on the October 12, 2021 City Council Agenda**

On September 2, 2021, the Planning and Zoning Commission voted unanimously to recommend that the City Council approve the rezoning of the 10 parcels listed below from their current zoning to R-3 (Residential), C-1 (Commercial) and C-2 (Commercial) zones (as listed below).

Parcel #	Acreage	Legal Description	Current Land Use	Proposed Land Use	Current Zoning	Proposed Zoning
1	276.104	Situated in Section 30, Block 78, Township 3, Texas Pacific Railway Company Surveys, El Paso County, TX	Vacant	Residential	C-1, A1, A2, R-2, R-3, R-4A, R-6, and R9	R3
2	1.983	Situated in Section 30, Block 78, Township 3, Texas Pacific Railway Company Surveys, El Paso County, TX	Vacant	Commercial	R-2	C1
3	1.453	Situated in Section 30, Block 78, Township 3, Texas Pacific Railway Company Surveys, El Paso County, TX	Vacant	Commercial	R-2	C1
4	45.426	Situated in Section 30, Block 78, Township 3, Texas Pacific Railway Company Surveys, El Paso County, TX	Vacant	Residential	C-1 and R-2	R3
5	1.918	Situated in Section 30, Block 78, Township 3, Texas Pacific Railway Company Surveys, El Paso County, TX	Vacant	Commercial	R-2	C1
6	1.642	Situated in Section 30, Block 78, Township 3, Texas Pacific Railway Company Surveys, El Paso County, TX	Vacant	Commercial	R-2	C1
7	185.716	Situated in Section 32, Block 78, Township 3, Texas Pacific Railway Company Surveys, El Paso County, TX	Vacant	Residential	R-2	R3
8	13.451	Situated in Section 32, Block 78, Township 3, Texas Pacific Railway Company Surveys, El Paso County, TX	Vacant	Commercial	R-2	C2
9	212.581	Situated in Section 32, Block 78, Township 3, Texas Pacific Railway Company Surveys, El Paso County, TX	Vacant	Residential	R-2	R3
10	4.263	Situated in Section 32, Block 78, Township 3, Texas Pacific Railway Company Surveys, El Paso County, TX	Vacant	Commercial	R-2	C2

The applicant's request is to rezone a majority of the properties to an R-3 zone, which will allow for a minimum lot size of 5,500 square feet and a minimum dwelling size of 1,000 square feet. The applicant is also proposing to rezone four parcels at the future intersection of Paseo Del Este Boulevard and Eastlake Boulevard from R-2 to C-1 and two parcels, one with frontage on Horizon Boulevard and the other with frontage on Eastlake Boulevard, from R-2 to C-2.

The future land use map in the comprehensive plan designates this area as low-, medium-, and high-density single family residential; multi-family residential; commercial; public; and parks and open space. The staff recommendation to the Planning and Zoning Commission was to approve the rezoning request as it would allow for a variety of lots sizes and housing types which is consistent with the City's Vision 2020: Comprehensive and Strategic Plan and compatible with the surrounding development; although it will not provide for multi-family development. Additionally, the subject properties are also located within the City's Transportation Reinvestment Zone (TRZ) Number One.

Staff received one phone call in support of the requested rezoning ahead of the Planning and Zoning Commission. The resident essentially stated that the current apartment zoning districts within parcel one are not consistent with the surrounding development and that the single-family residential zone that the applicant is proposing would be more compatible with the existing uses.

One resident was present at the Planning and Zoning Commission meeting and asked about the timing of the second phase of Horizon Mesa Park, but did not express his support or opposition of the rezoning requests. The applicant stated that the construction of the park would likely begin with the first phase of the residential development.

Upon further review, staff noticed that the agenda posting for parcel 4 (as listed above) on the September 2, 2021 Planning and Zoning Commission (P&Z) meeting did not reference the current C-1 zoning. Therefore, staff has scheduled the item for the September 20, 2021

P&Z meeting to correct the error. This action will be taken before the 2nd reading of the rezoning ordinance for this parcel, which is scheduled for the October 12, 2021 City Council meeting.

At their September 20, 2021 meeting, the Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request for parcel 4 as described above. This action was required to correct the agenda posting language to include the existing C-1 and R-2 zoning.

Attached for your review, the staff report that provides information on all ten rezoning applications and that was presented to the Planning and Zoning Commission. Each item has its specific draft ordinance attached.



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: RZ-002483-2021
HZN Mesa HZN Sunrise

Application Type: **Rezoning**

P&Z Hearing Date: September 2, 2021

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

Address/Location: Properties along Eastlake Boulevard; from Desert Mist Drive to Horizon Boulevard.

Nearest Park: Horizon Mesa Park

Nearest School: Horizon High School

Parcel #	Acreage Tract	Legal Description
HORIZON MESA		
1	276.104	A portion of Section 30, Block 78, Township 3, Texas Pacific Railway Company Surveys
2	1.983	A portion of Section 30, Block 78, Township 3, Texas Pacific Railway Company Surveys
3	1.453	A portion of Section 30, Block 78, Township 3, Texas Pacific Railway Company Surveys
4	45.426	A portion of Section 30, Block 78, Township 3, Texas Pacific Railway Company Surveys
5	1.918	A portion of Section 30, Block 78, Township 3, Texas Pacific Railway Company Surveys
6	1.642	A portion of Section 30, Block 78, Township 3, Texas Pacific Railway Company Surveys
HORIZON SUNRISE		
7	185.716	A portion of Section 32, Block 78, Township 3, Texas Pacific Railway Company Surveys
8	13.451	A portion of Section 32, Block 78, Township 3, Texas Pacific Railway Company Surveys
9	212.581	A portion of Section 32, Block 78, Township 3, Texas Pacific Railway Company Surveys
10	4.263	A portion of Section 32, Block 78, Township 3, Texas Pacific Railway Company Surveys

Parcel #	Current Land Use	Proposed Land Use	Current Zoning	Proposed Zoning	Owner
HORIZON MESA					
1	Vacant	Residential	C-1, A1, A2, R-2, R-3, R-4A, R-6, and R9	R3	LE30; HCH; RG30; HCD
2	Vacant	Commercial	R-2	C1	RG30
3	Vacant	Commercial	R-2	C1	RG30
4	Vacant	Residential	C-1 and R-2	R3	RG30; HCD
5	Vacant	Commercial	R2	C1	RG30
6	Vacant	Commercial	R2	C1	RG30
HORIZON SUNRISE					
7	Vacant	Residential	R2	R3	HCH; HBG32; HB32H; HHC
8	Vacant	Commercial	R2	C2	HHC
9	Vacant	Residential	R2	R3	HCH; HB32H
10	Vacant	Commercial	R2	C2	HB32H; HHC

Application Description:

The applicant is requesting to change the zone of approximately 744.537 acres of vacant land currently zoned as C-1 (Commercial), A-1 (Apartments), A-2 (Apartments), R-2 (Residential), R-3 (Residential), R-4A (Residential), R-6 (Residential), and R9 (Residential) to be rezoned as C-1, C-2, and R-3 in accordance with the attached proposed zoning map. The request proposes R-3 (single-family residential) development throughout with pockets of commercial at major intersections. The subject properties include most of the vacant land along Eastlake Boulevard between Desert Mist Drive and Horizon Boulevard.

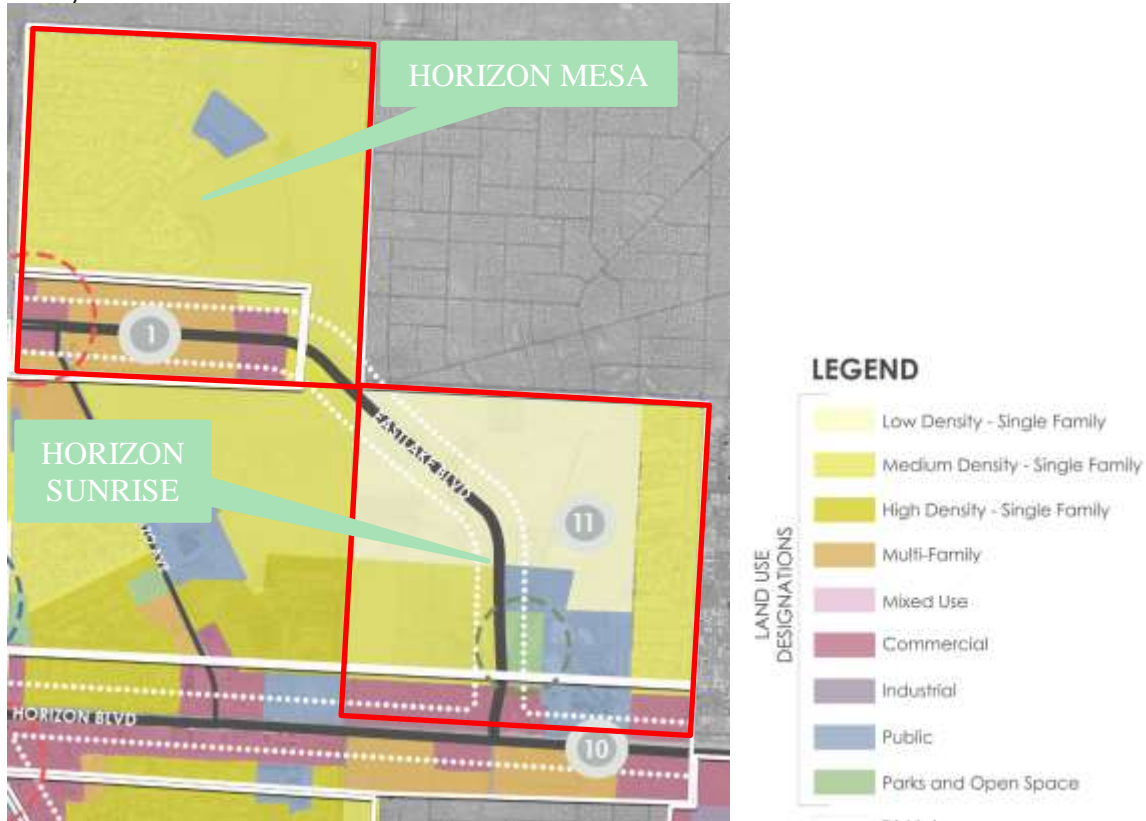
Notice:

In accordance with Section 211.007 of the Texas Local Government Code, notices of the August 16, 2021 public hearing were sent to the school district of jurisdiction and to those property owners within 200 feet of the subject property on July 29, 2021. In addition, the applicant is required to erect signs notifying the public of the proposed rezoning on the site proposed for rezoning fifteen (15) days prior to the Planning and Zoning Commission public hearing. This requirement has been met.

To date, staff has received one phone call in support of the requested rezoning. The resident essentially stated that the current apartment zoning districts within parcel one are not consistent with the surrounding development and that the single-family residential zone that the application is proposing would be more compatible with the existing uses.

Vision 2020 – Future Land Use Map Designation:

Horizon City Vision 2020 Strategic Master Plan designates this area for the following uses: low-, medium-, and high-density single family residential; multi-family residential; commercial; public; and parks and open space in accordance with the map and legend below. The developer is proposing a land use plan that includes commercial and single-family residential.



DEVELOPER'S LAND USE PLAN



Staff Recommendation:

Staff recommends **approval** of the request to rezone to **R-3** (Residential) and **C-1** (Commercial) for parcels one through six within the Horizon Mesa development area.

Staff recommends **approval** of the request to rezone to **R-3** (Residential) and **C-2** (Commercial) for parcels seven through ten within the Horizon Sunrise development area.

Planning Division Comments:

This development proposes R-3 (single-family residential) development throughout with pockets of commercial at major intersections. The proposed R-3 zone will allow for minimum lot sizes of 5,500 square feet, where the smallest lot allowed with the current zoning is 6,000 square feet. The City's Comprehensive Plan calls for low-, medium-, and high-density single family residential in this area and even with the smaller lot size, the number of lots per acre will still fall within the low-density category of 1 to 7 lots per acre. Per the applicant's phasing plan, the proposed zoning will allow for approximately 4.5 lots per acre after considering all other development requirements such as roadways, drainage, and parks.

The future land use plan designates this area to provide a variety of housing types, to include multi-family residential. Approving this development's land use plan and rezoning request will increase the variety in the type of residential dwellings offered although it will not provide for multi-family development.

Planning and Zoning Commission Options:

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

1. Recommend **approval** of the Applicant's request for change of zone classification as stated and forward a recommendation for approval for the change of zone classification to the City Council.
2. Recommend **denial** of the Applicant's request for change of zone classification and forward a recommendation for denial of the requested rezoning to the City Council.

Attachments:

1 – Current Zoning Designation

2 – Aerial

3 - Future Land Use Map (Comp Plan)

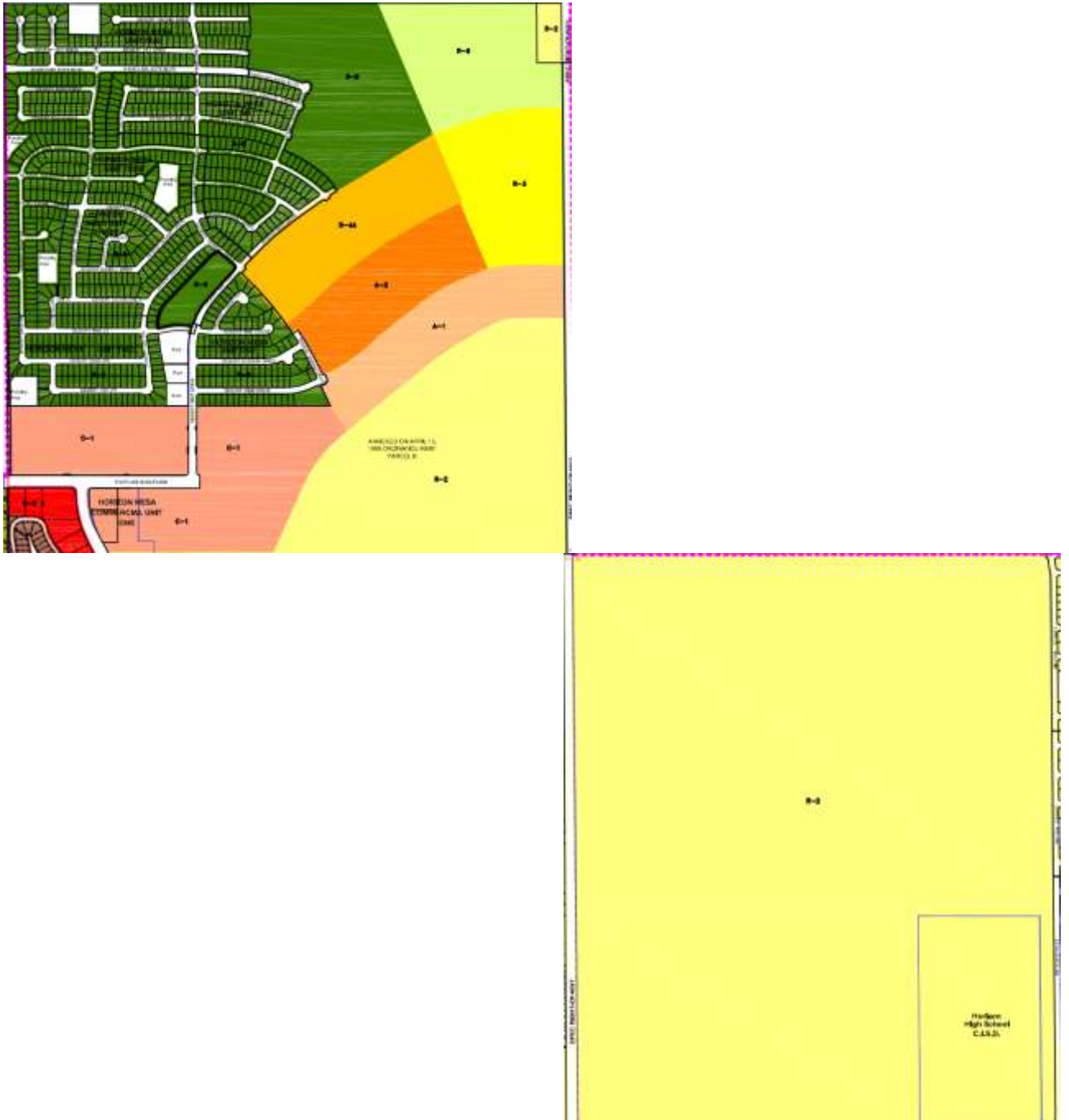
4 - Boundary Survey Location Map

5 – Application

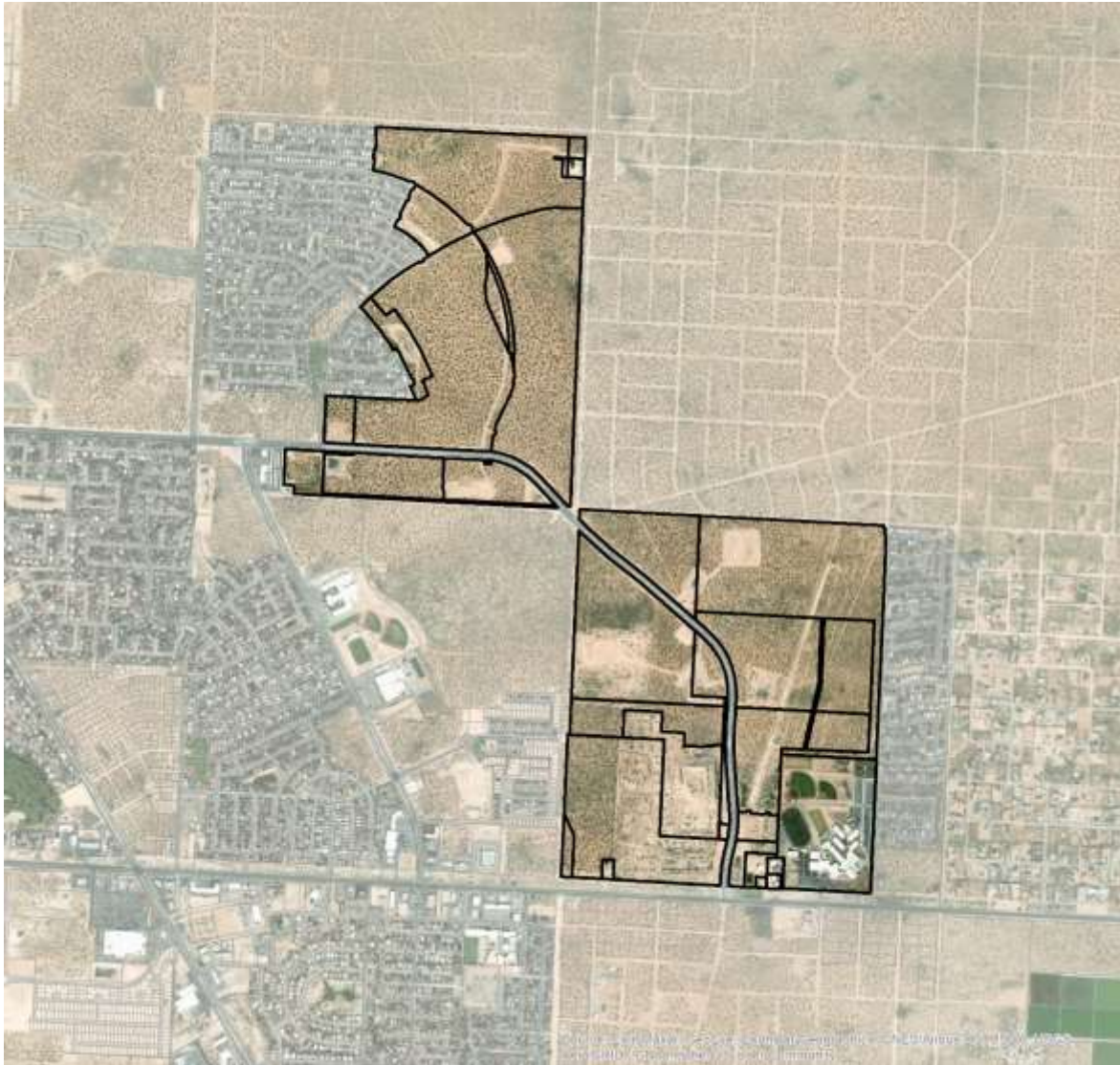
6 – Surveys

7 – Proposed Zoning and Development Maps

Attachment 1: Current Zoning Designation



Attachment 2: Aerial



Attachment 3: Future Land Use Map



Attachment 5: Applications



TOWN OF HORIZON CITY
 14899 Darrington Road
 Horizon City, Texas 79928
 Phone 915-852-1046 Fax 915-852-1005

REZONE APPLICATION

1. **Owner of Record:** Lake East 30, LTD., Hunt Communities Holding LLC., Rodman Growth 30, LTD., Hunt Communities Development Co. II, LLC.
 4401 N. Mesa Street, El Paso, Texas 79902 (915) 533-1122 jose.lares@huntcompanies.com
(ADDRESS) (ZIP) (PHONE) (EMAIL)

2. **Applicant:** _____ Is applicant also the Owner? Yes No
 Contact Person: _____

(ADDRESS) (ZIP) (PHONE) (EMAIL)

3. **PARCEL ONE**
 Site Address/Location: _____
 Legal Description: A portion of Section 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys 276.104 Acres
(Lot) (Block) (Subdivision Name)

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

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

4. Briefly explain why you request to rezone? To develop a residential development.

5. Land's Present Use: Vacant Zone: A1, A2, C1, R2, R3, R4A, R6, R9
 Land Vacant Lot size: _____ Structure Structure's size: _____ Last known date the structure was occupied: _____

Land's Proposed Use: Residential Development Proposed Zone Use: R3

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

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

6. **Signatures:**
 See Attached page
(OWNER'S SIGNATURE) _____ (OWNER'S PRINTED NAME) _____
(APPLICANT'S SIGNATURE) _____ (APPLICANT'S PRINTED NAME) _____

FEE SCHEDULE: (NON-REFUNDABLE)		
\$300 - UP TO 1.0 ACRES	\$450 - 30.1 ACRES TO 50 ACRES	Application & Submittals Due Date: _____
\$350 - 1.1 ACRES TO 10 ACRES	\$500 - 50.1 ACRES TO 75 ACRES	P&Z Scheduled Mtg. Date: _____
\$400 - 10.1 ACRES TO 30 ACRES	\$600 - 75.1 ACRES AND UP	City Council Scheduled Date: _____
EL PASO TIMES PUBLISHING FEE APPROXIMATELY \$460	ENGINEERING FEE APPROXIMATELY \$60 PER 1/2 HOUR	Application Received By: _____
		Date Application Rec'd: _____

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



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

REZONE APPLICATION

1. Owner of Record: Rodman Growth 30, LTD.
 4401 N. Mesa Street, El Paso Tx. 79902 (915) 533-1122 jose.lares@huntoocompanies.com
 (ADDRESS) (ZIP) (PHONE) (EMAIL)
 2. Applicant _____ Is applicant also the Owner? Yes No
 Contact Person _____

3. PARCEL ONE **Two**
 (ADDRESS) (ZIP) (PHONE) (EMAIL)
 Site Address/Location: N/A
 Legal Description: A portion of Section 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys 1.983 Acres
 (Lot) (Block) (Subdivision Name)
 PARCEL TWO
 Site Address/Location: _____
 Legal Description: _____
 (Lot) (Block) (Subdivision Name)

If the legal description of the complete tracts or if plat is not available, attached are the required Meas & Bounds Description & survey map(s)? Yes No
 4. Briefly explain why you request to rezone? To develop a Commercial site
 5. Land's Present Use: Vacant Zone: R2
 Land Vacant Lot size _____ Structure Structure's size _____ Last known date the structure was occupied? _____
 Land's Proposed Use: Commercial Development Proposed Zone Use: C1
 Will you be making any improvements to the existing lot or structure? Yes No This request includes Site Development Plans for approval? Yes No

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

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

 (APPLICANT'S SIGNATURE)

BRION GEORGES
 (OWNER'S PRINTED NAME)

 (APPLICANT'S PRINTED NAME)

FEE SCHEDULE: NON-REFUNDABLE

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

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

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



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

REZONE APPLICATION

1. Owner of Record: Rodman Growth 30, LTD.
 4401 N. Mesa Street, El Paso Tx. 79902 (915) 533-1122 jose.lares@huntcompanies.com
 (ADDRESS) (ZIP) (PHONE) (EMAIL)
 2. Applicant _____ Is applicant also the Owner? Yes No
 Contact Person _____

(ADDRESS) (ZIP) (PHONE) (EMAIL)

3. PARCEL ONE Three
 Site Address/Location _____
 Legal Description: A portion of Section 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys 1.453 Acres
 (Lot) (Block) (Subdivision Name)

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

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

4. Briefly explain why you request to rezone? To develop a Commercial site

5. Land's Present Use: Vacant Zone R2
 Land Vacant Lot size _____ Structure Structure's size _____ Last known date the structure was occupied? _____
 Land's Proposed Use: Commercial Development Proposed Zone Use C1

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

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

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

BRIAN GEORGES
 (OWNER'S PRINTED NAME)

 (APPLICANT'S SIGNATURE)

 (APPLICANT'S PRINTED NAME)

FEE SCHEDULE: (NON-REFUNDABLE)

\$300 - UP TO 1.0 ACRES	\$450 - 30.1 ACRES TO 50 ACRES
\$350 - 1.1 ACRES TO 10 ACRES	\$500 - 50.1 ACRES TO 75 ACRES
\$400 - 10.1 ACRES TO 30 ACRES	\$600 - 75.1 ACRES AND UP
EL PASO TIMES PUBLISHING FEE APPROXIMATELY \$460	ENGINEERING FEE APPROXIMATELY \$60 PER 1/4 HOUR

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

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



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

REZONE APPLICATION

1. Owner of Record: Redman Growth (HZN) Communities Development Co II, LLC
 4401 N. Mesa Street, El Paso Texas 79902 (915) 533-1122 jose.lares@huntcompanies.com
 (ADDRESS) (ZIP) (PHONE) (EMAIL)

2. Applicant _____ Is applicant also the Owner? Yes No
 Contact Person _____

(ADDRESS) (ZIP) (PHONE) (EMAIL)

3. PARCEL ONE Four
 Site Address/Location _____
 Legal Description: A portion of Section 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys 45.426 Acres
 (Lot) (Block) (Subdivision Name)

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

If the legal description of the complete tracts or if plat is not available, attached are the required Mets & Bounds Description & survey maps? Yes No

4. Briefly explain why you request to rezone? To develop a residential development

5. Land's Presents Use: Vacant Zone C1, R2
 Land Vacant Lot size _____ Structure Structure's size _____ Last known date the structure was occupied? _____
 Land's Proposed Use: Residential Development Proposed Zone Use R3

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

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

6. Signatures:
See Attached page
 (OWNER'S SIGNATURE) _____ (OWNER'S PRINTED NAME) _____
 (APPLICANT'S SIGNATURE) _____ (APPLICANT'S PRINTED NAME) _____

FEE SCHEDULE: (NON-REFUNDABLE)		Application & Submittals Due Date: _____	
\$300 - UP TO 1.0 ACRES	\$450 - 30.1 ACRES TO 50 ACRES	P&Z Scheduled Mtg. Date: _____	
\$350 - 1.1 ACRES TO 10 ACRES	\$500 - 50.1 ACRES TO 75 ACRES	City Council Scheduled Date: _____	
\$400 - 10.1 ACRES TO 30 ACRES	\$600 - 75.1 ACRES AND UP	Application Received By: _____	
EL PASO TIMES PUBLISHING FEE APPROXIMATELY \$460	ENGINEERING FEE APPROXIMATELY \$60 PER 1/2 HOUR	Date Application Recd: _____	

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



TOWN OF HORIZON CITY
 14899 Darrington Road
 Horizon City, Texas 78928
 Phone 915-852-1046 Fax 915-852-1005

REZONE APPLICATION

1. Owner of Record: Rodman Growth 30, LTD.
 4401 N. Mesa Street, El Paso Tx. 79902 (915) 533-1122 jose.lares@hunto.companies.com
 (ADDRESS) (ZIP) (PHONE) (EMAIL)

2. Applicant _____ Is applicant also the Owner? Yes No
 Contact Person _____

(ADDRESS) (ZIP) (PHONE) (EMAIL)

3. **PARCEL ONE** Five
 Site Address/Location _____
 Legal Description: A portion of Section 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys 1.918 Acres
 (Lot) (Block) (Subdivision Name)

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

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

4. Briefly explain why you request to rezone? To develop a Commercial labite.

5. Land's Presents Use: Vacant Zone R2
 Land Vacant Lot size _____ Structure Structure's size _____ Last known date the structure was occupied? _____
 Land's Proposed Use: Commercial Development Proposed Zone Use C1

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

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

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

BRIAN GEORGETS
 (OWNER'S PRINTED NAME)

 (APPLICANT'S SIGNATURE)

 (APPLICANT'S PRINTED NAME)

FEE SCHEDULE: (NON-REFUNDABLE)

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

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

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



TOWN OF HORIZON CITY
 14888 Darrington Road
 Horizon City, Texas 79928
 Phone 915-852-1046 Fax 915-852-1005

REZONE APPLICATION

1. Owner of Record: Rodman Growth 30, LTD.
 4401 N. Mesa Street, El Paso Tx. 79902 (915) 533-1122 jose.lares@huntcompanies.com
 (ADDRESS) (ZIP) (PHONE) (EMAIL)
 2. Applicant _____ Is applicant also the Owner? Yes No
 Contact Person _____

(ADDRESS) (ZIP) (PHONE) (EMAIL)

3. **PARCEL ONE** Six
 Site Address/Location _____
 Legal Description: A portion of Section 30, Block 78, Township 3, Texas and Pacific Railway Company Surveys 1.642 Acre
 (Lot) (Block) (Subdivision Name)

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

If the legal description of the complete tracks or if plat is not available, attached are the **required Metes & Bounds Description & survey maps**? Yes No

4. Briefly explain why you request to rezone? To develop a Commercial site
 5. Land's Presents Use: Vacant Zone R2
 Land Vacant Lot size _____ Structure Structure's size _____ Last known date the structure was occupied? _____
 Land's Proposed Use: Commercial Development Proposed Zone Use C1
 Will you be making any improvements to the existing lot or structure? Yes No. This request includes *Site Development Plans* for approval? Yes No

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

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

 (APPLICANT'S SIGNATURE)

BRIAN GEORGES
 (OWNER'S PRINTED NAME)

 (APPLICANT'S PRINTED NAME)

FEE SCHEDULE: (NON-REFUNDABLE)

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

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

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



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

REZONE APPLICATION

R2002483-2021

1. **Owner of Record:** Hunt Communities Holding, LLC., Horizon Bluff Growth 32, LTD., Horizon Boulevard 32 Holdings, LTD., Hunt Horizon Crossing, LLC.
 4401 N. Mesa Street, El Paso Texas 79902 (915) 533-1122 jose.lares@huntoonpanies.com
 (ADDRESS) (ZIP) (PHONE) (EMAIL)
 2. **Applicant** _____ Is applicant also the Owner? Yes No
 Contact Person _____

(ADDRESS) (ZIP) (PHONE) (EMAIL)
 3. **PARCEL ONE - SEVEN**
 Site Address/Location _____
 Legal Description: A portion of Section 32, Block 78, Township 3, Texas and Pacific Railway Company Surveys
 (Lot) (Block) (Subdivision Name)

PARCEL TWO Acres = 185.716
 Site Address/Location _____
 Legal Description: _____
 (Lot) (Block) (Subdivision Name)
 If the legal description of the complete tracts or if plat is not available, attached are the **required** Moles & Bounds Description & survey map(s)? Yes No

4. Briefly explain why you request to rezone? To develop a residential development using R3 District
 5. **Land's Presents Use:** Vacant Zone R2
 Land Vacant Lot size _____ Structure Structure's size _____ Last known date the structure was occupied? _____
Land's Proposed Use: Residential Development Proposed Zone Use R3
 Will you be making any improvements to the existing lot or structure? Yes No This request includes Site Development Plans for approval? Yes No

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

6. **Signatures:**
 See Attached page _____
 (OWNER'S SIGNATURE) (OWNER'S PRINTED NAME)

 (APPLICANT'S SIGNATURE) (APPLICANT'S PRINTED NAME)

FEE SCHEDULE: (NON-REFUNDABLE)

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

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

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



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

REZONE APPLICATION

R2 002483-2021

1. Owner of Record: Hunt Horizon Crossing, LLC
 4401 N. Mesa Street, El Paso Tx. 79902 (915) 533-1122 jose.lares@huntcompanies.com
 (ADDRESS) (ZIP) (PHONE) (EMAIL)
 2. Applicant _____ Is applicant also the Owner? Yes No
 Contact Person _____

(ADDRESS) (ZIP) (PHONE) (EMAIL)
 3. PARCEL ONE Eight
 Site Address/Location _____
 Legal Description: A portion of Section 32 Block 78, Township 3, Texas and Pacific Railway Company Surveys
 (Lot) (Block) (Subdivision Name) Acres = 13.451

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

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

4. Briefly explain why you request to rezone? To develop a Commercial site
 5. Land's Presents Use: Vacant Zone R2
 Land Vacant Lot size _____ Structure Structure's size _____ Last known date the structure was occupied? _____
 Land's Proposed Use: Commercial Development Proposed Zone Use C2
 Will you be making any improvements to the existing lot or structure? Yes No This request includes Site Development Plans for approval? Yes No

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

6. Signatures: _____ (OWNER'S SIGNATURE) MICHAEL S. VIRAMONTES (OWNER'S PRINTED NAME)
 _____ (APPLICANT'S SIGNATURE) _____ (APPLICANT'S PRINTED NAME)

FEE SCHEDULE: (NON-REFUNDABLE)

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

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

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



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

REZONE APPLICATION

R2 002483-2021

1. Owner of Record: Hunt Communities Holding, LLC., Horizon Boulevard 32 Holdings, LTD.
 4401 N. Mesa Street, El Paso Texas 79902 (915) 533-1122 jose.lares@huntoompanies.com
 (ADDRESS) (ZIP) (PHONE) (EMAIL)

2. Applicant _____ Is applicant also the Owner? Yes No
 Contact Person _____

(ADDRESS) (ZIP) (PHONE) (EMAIL)

3. PARCEL ONE - NINE
 Site Address/Location _____
 Legal Description: A portion of Section 32, Block 78, Township 3, Texas and Pacific Railway Company Surveys
 (Lot) (Block) (Subdivision Name)

PARCEL TWO
 Site Address/Location _____ Acres = 212.581
 Legal Description: _____
 (Lot) (Block) (Subdivision Name)

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

4. Briefly explain why you request to rezone? To develop a residential development using R3 District

5. Land's Presents Use: Vacant Zone R2
 Land Vacant Lot size _____ Structure Structure's size _____ Last known date the structure was occupied? _____

Land's Proposed Use: Residential Development Proposed Zone Use R3

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

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

6. Signatures:
 See Attached page _____
 (OWNER'S SIGNATURE)

 (OWNER'S PRINTED NAME)

 (APPLICANT'S SIGNATURE)

 (APPLICANT'S PRINTED NAME)

FEE SCHEDULE: (NON-REFUNDABLE)

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

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

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



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

REZONE APPLICATION

R2002483-2021

1. Owner of Record: Horizon Boulevard 32 Holdings, LTD., Hunt Horizon Crossing, LLC
 4401 N. Mesa Street, El Paso Tx. 79902 (915) 533-1122 jose.lares@huntoompanies.com
 (ADDRESS) (ZIP) (PHONE) (EMAIL)
 2. Applicant _____ is applicant also the Owner? Yes No
 Contact Person _____

(ADDRESS) (ZIP) (PHONE) (EMAIL)
 3. PARCEL ONE - TEN
 Site Address/Location _____
 Legal Description: A portion of Section 32 Block 78, Township 3, Texas and Pacific Railway Company Surveys
 (Lot) (Block) (Subdivision Name)
 PARCEL TWO Acres = 4.263
 Site Address/Location _____
 Legal Description: _____
 (Lot) (Block) (Subdivision Name)
 If the legal description of the complete tracts or if plat is not available, attached are the required Metes & Bounds Description & survey map(s)? Yes No

4. Briefly explain why you request to rezone? To develop a Commercial site
 5. Land's Presents Use: Vacant Zone R2
 Land Vacant Lot size _____ Structure Structure's size _____ Last known date the structure was occupied? _____
 Land's Proposed Use: Commercial Development Proposed Zone Use C2
 Will you be making any improvements to the existing lot or structure? Yes No This request includes Site Development Plans for approval? Yes No

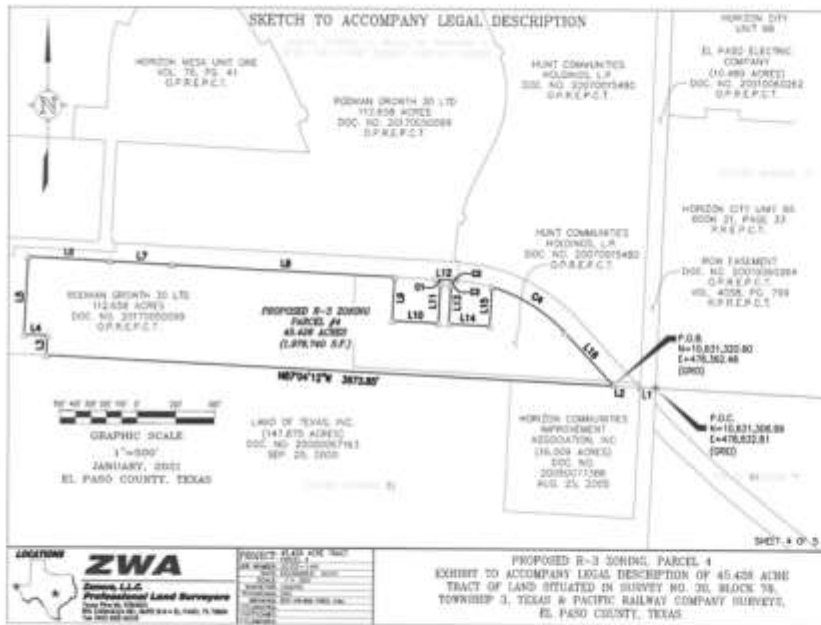
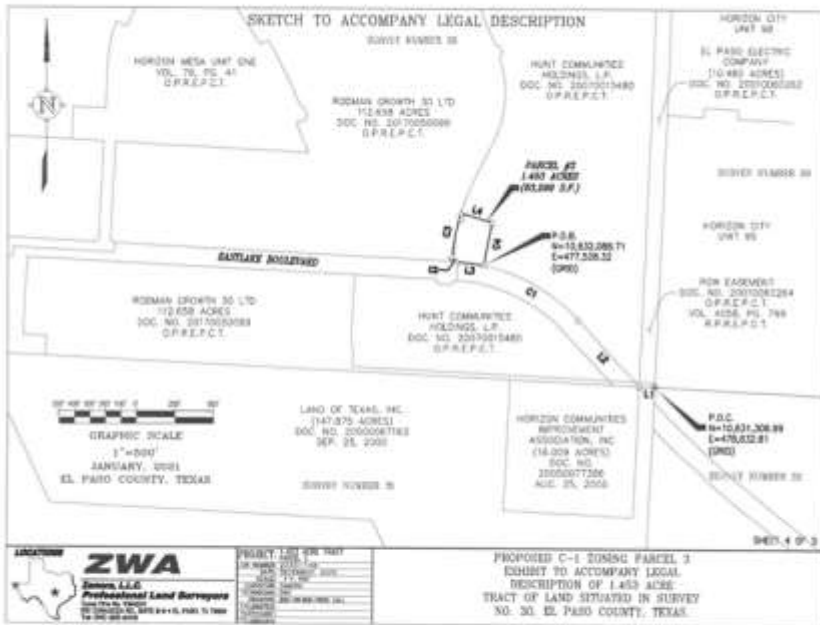
NOTICE: Applicant is responsible for all expenses incurred by the City in connection with the Rezone Application request, including but not limited to attorney's fees, engineering fees and publication. Additional charges will be invoiced separately and shall be paid to the Town prior to City Council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

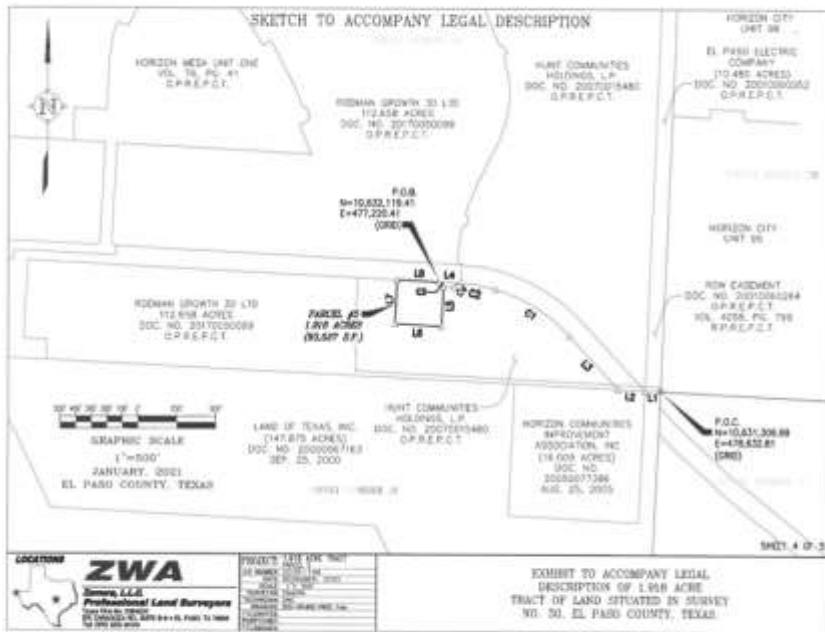
6. Signatures:
 See Attached page
 (OWNER'S SIGNATURE) _____ (OWNER'S PRINTED NAME) _____
 (APPLICANT'S SIGNATURE) _____ (APPLICANT'S PRINTED NAME) _____

FEE SCHEDULE: (NON-REFUNDABLE)	
\$300 - UP TO 1.0 ACRES	\$450 - 30.1 ACRES TO 50 ACRES
\$350 - 1.1 ACRES TO 10 ACRES	\$500 - 50.1 ACRES TO 75 ACRES
\$400 - 10.1 ACRES TO 30 ACRES	\$600 - 75.1 ACRES AND UP
EL PASO TIMES PUBLISHING FEE APPROXIMATELY \$460	ENGINEERING FEE APPROXIMATELY \$60 PER 1/4 HOUR

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

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





LEGEND:

- 1. SURVEY FOR 100 FEET WIDE "TYP" (DASHED LINES)
- 2. SURVEY FOR 50 FEET WIDE "TYP" (DASHED LINES)
- 3. SURVEY FOR 25 FEET WIDE "TYP" (DASHED LINES)
- 4. UNDEVELOPED PLOT

***** OPTICAL PLANT RECORDS & PLOD COUNTY, TEXAS

***** OCCUPANT HABITAT

***** ROOF OF BUILDING

***** WALL

***** FENCE

NOTE: THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A FULL RECONSTRUCTION RECORDATION ON THE DRAWING IS LIMITED TO A PUBLIC RECORDING JURISDICTION BY THE SURVEYOR AND DOES NOT INCLUDE ALL CLAIMS OR INTERESTS PERTAINING TO THIS PROPERTY.

NEEDS: THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A FULL RECONSTRUCTION RECORDATION ON THE DRAWING IS LIMITED TO A PUBLIC RECORDING JURISDICTION BY THE SURVEYOR AND DOES NOT INCLUDE ALL CLAIMS OR INTERESTS PERTAINING TO THIS PROPERTY.

MEASUREMENTS: ALL MEASUREMENTS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83) AND THE 2011 DATUM.

U.S. GEOLOGICAL SURVEY: THE SURVEYOR HAS BEEN ADVISED THAT THE SURVEY AREA IS PART OF A FEDERAL RESERVE SYSTEM AND THAT THE SURVEYOR IS NOT TO BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE SURVEY AREA.

WARRANTY: THE SURVEYOR WARRANTS THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS OF THE PROFESSION AND THAT THE SURVEYOR IS A LICENSED SURVEYOR IN THE STATE OF TEXAS.

TABLES:

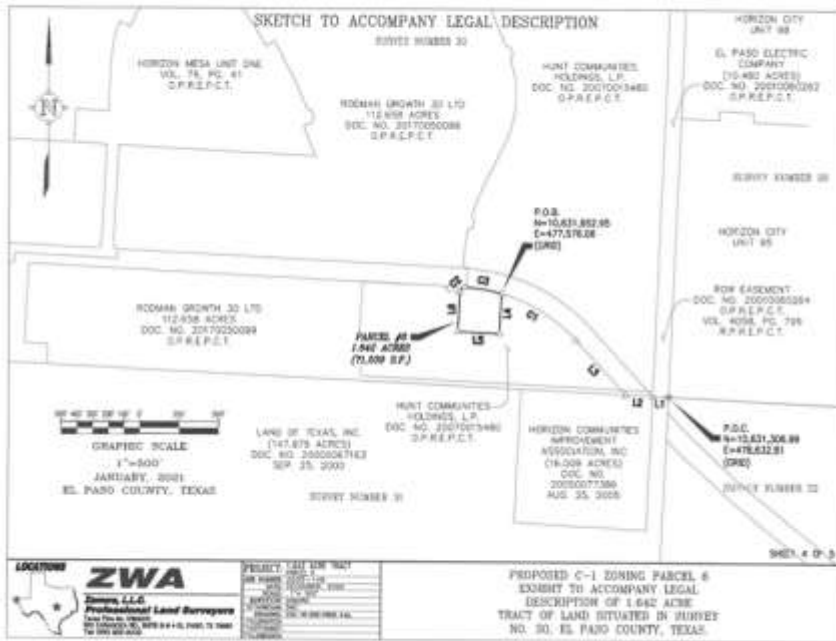
CURVE TABLE					
STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE	CHORD BEARING
10	S 89° 59' 57" W	48.00	100° 00' 03" E	48.00	S 89° 59' 57" W
11	S 89° 59' 57" W	48.00	100° 00' 03" E	48.00	S 89° 59' 57" W
12	S 89° 59' 57" W	48.00	100° 00' 03" E	48.00	S 89° 59' 57" W
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TABLE:

LINE TABLE					
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10	S 89° 59' 57" W	48.00	100° 00' 03" E	48.00	S 89° 59' 57" W
11	S 89° 59' 57" W	48.00	100° 00' 03" E	48.00	S 89° 59' 57" W
12	S 89° 59' 57" W	48.00	100° 00' 03" E	48.00	S 89° 59' 57" W
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LEGEND:

- 1. SURVEY FOR 100 FEET WIDE "TYP" (DASHED LINES)
- 2. SURVEY FOR 50 FEET WIDE "TYP" (DASHED LINES)
- 3. SURVEY FOR 25 FEET WIDE "TYP" (DASHED LINES)
- 4. UNDEVELOPED PLOT

***** OPTICAL PLANT RECORDS & PLOD COUNTY, TEXAS

***** OCCUPANT HABITAT

***** ROOF OF BUILDING

***** WALL

***** FENCE

NOTE: THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A FULL RECONSTRUCTION RECORDATION ON THE DRAWING IS LIMITED TO A PUBLIC RECORDING JURISDICTION BY THE SURVEYOR AND DOES NOT INCLUDE ALL CLAIMS OR INTERESTS PERTAINING TO THIS PROPERTY.

NEEDS: THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A FULL RECONSTRUCTION RECORDATION ON THE DRAWING IS LIMITED TO A PUBLIC RECORDING JURISDICTION BY THE SURVEYOR AND DOES NOT INCLUDE ALL CLAIMS OR INTERESTS PERTAINING TO THIS PROPERTY.

MEASUREMENTS: ALL MEASUREMENTS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83) AND THE 2011 DATUM.

U.S. GEOLOGICAL SURVEY: THE SURVEYOR HAS BEEN ADVISED THAT THE SURVEY AREA IS PART OF A FEDERAL RESERVE SYSTEM AND THAT THE SURVEYOR IS NOT TO BE HELD RESPONSIBLE FOR ANY DAMAGE TO THE SURVEY AREA.

WARRANTY: THE SURVEYOR WARRANTS THAT THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS OF THE PROFESSION AND THAT THE SURVEYOR IS A LICENSED SURVEYOR IN THE STATE OF TEXAS.

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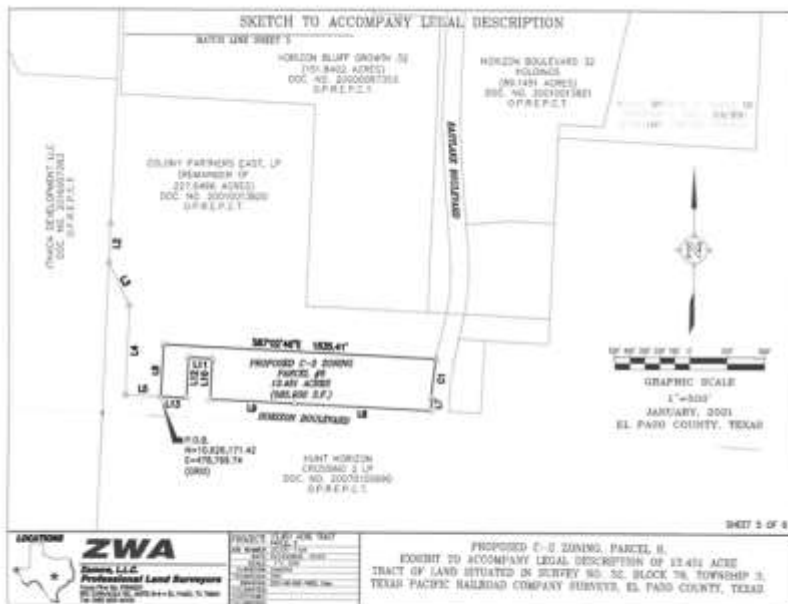
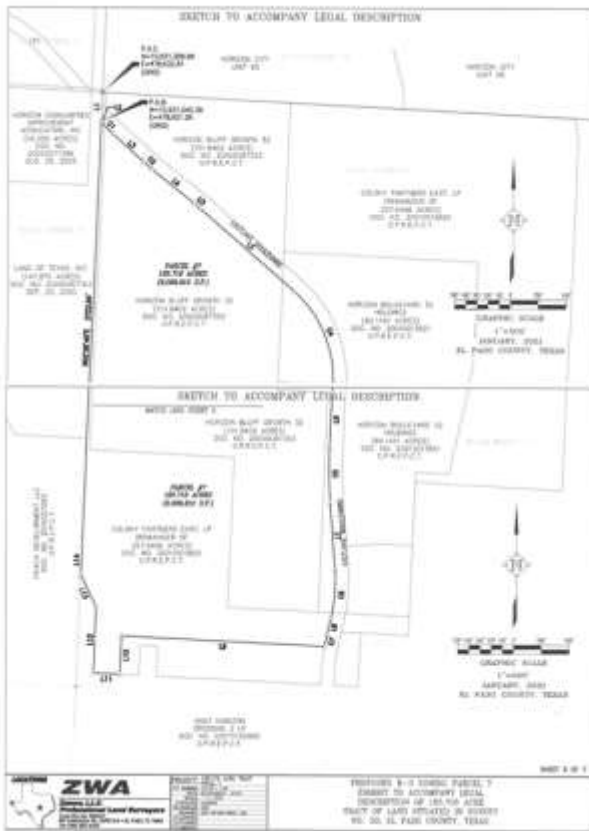
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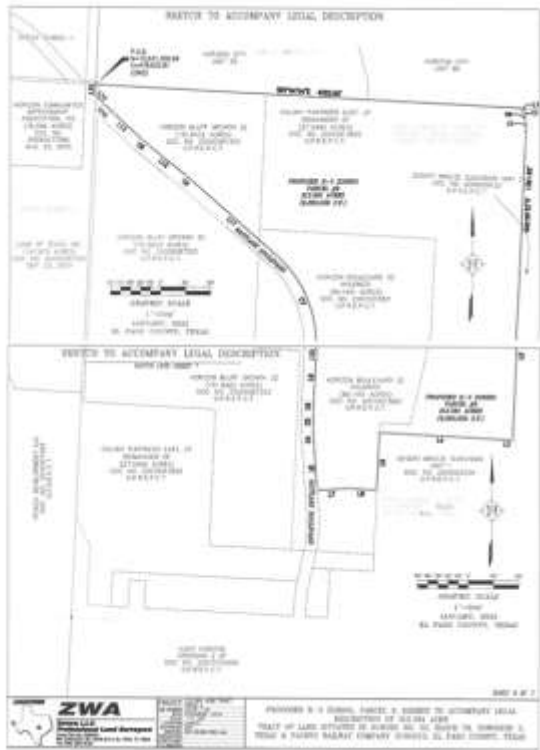
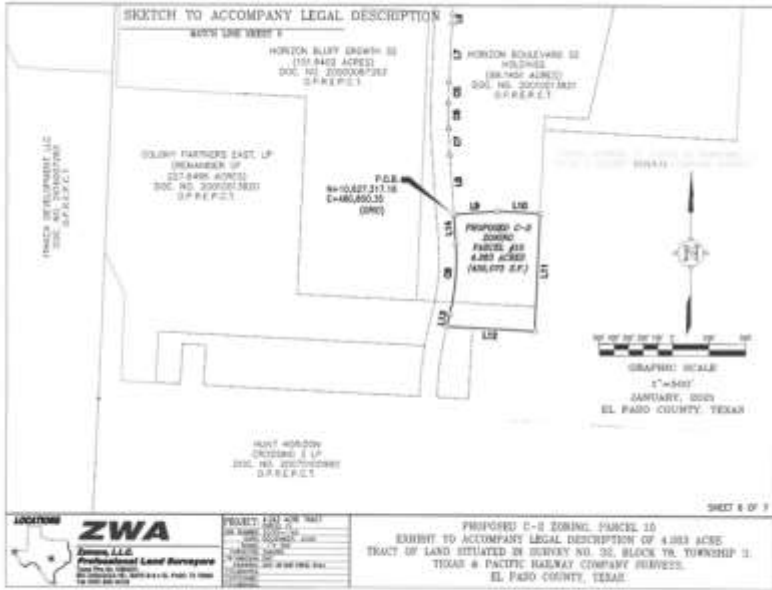
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11	S 89° 59' 57" W	48.00	100° 00' 03" E	48.00	S 89° 59' 57" W
12	S 89° 59' 57" W	48.00	100° 00' 03" E	48.00	S 89° 59' 57" W
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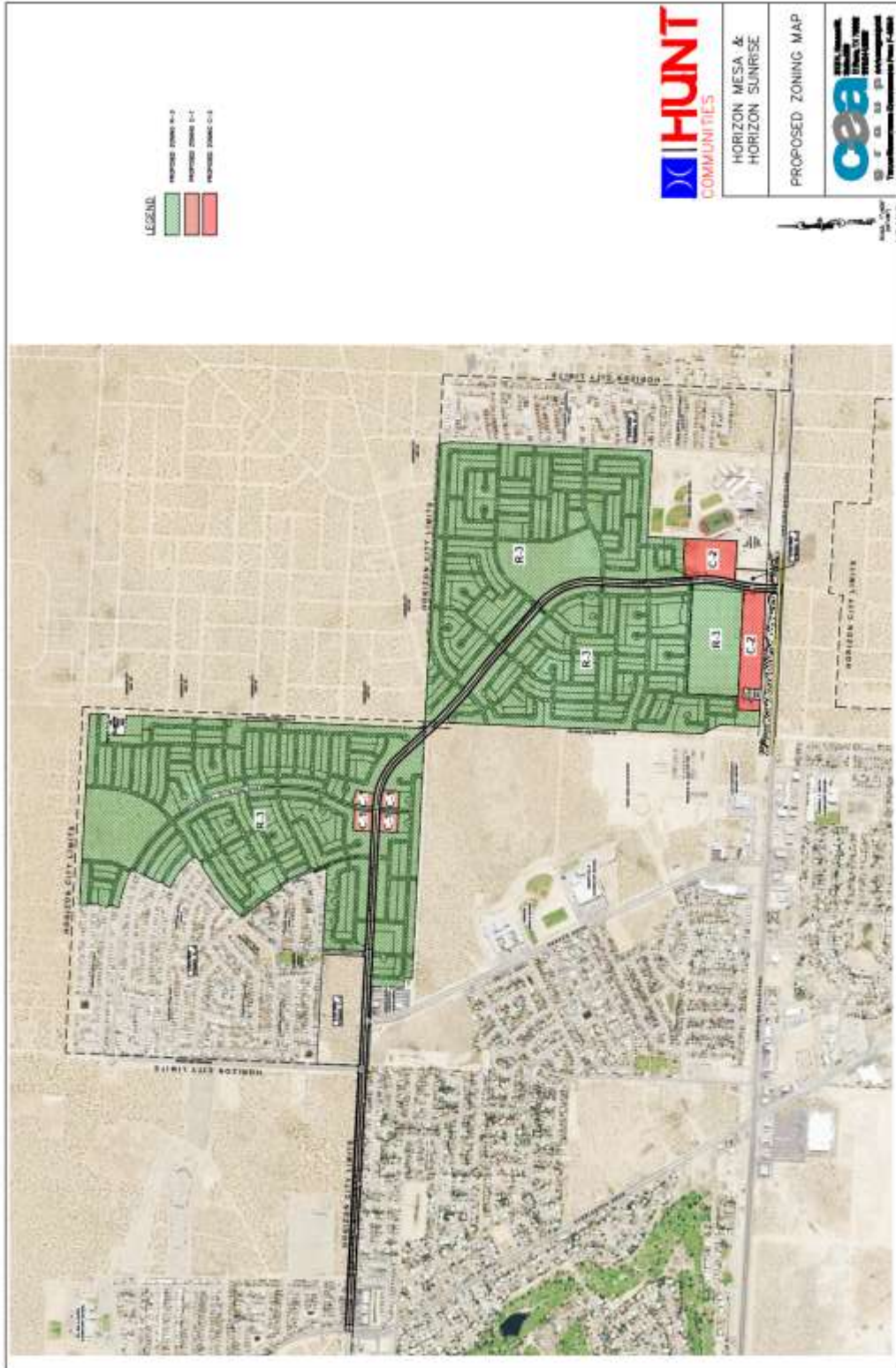
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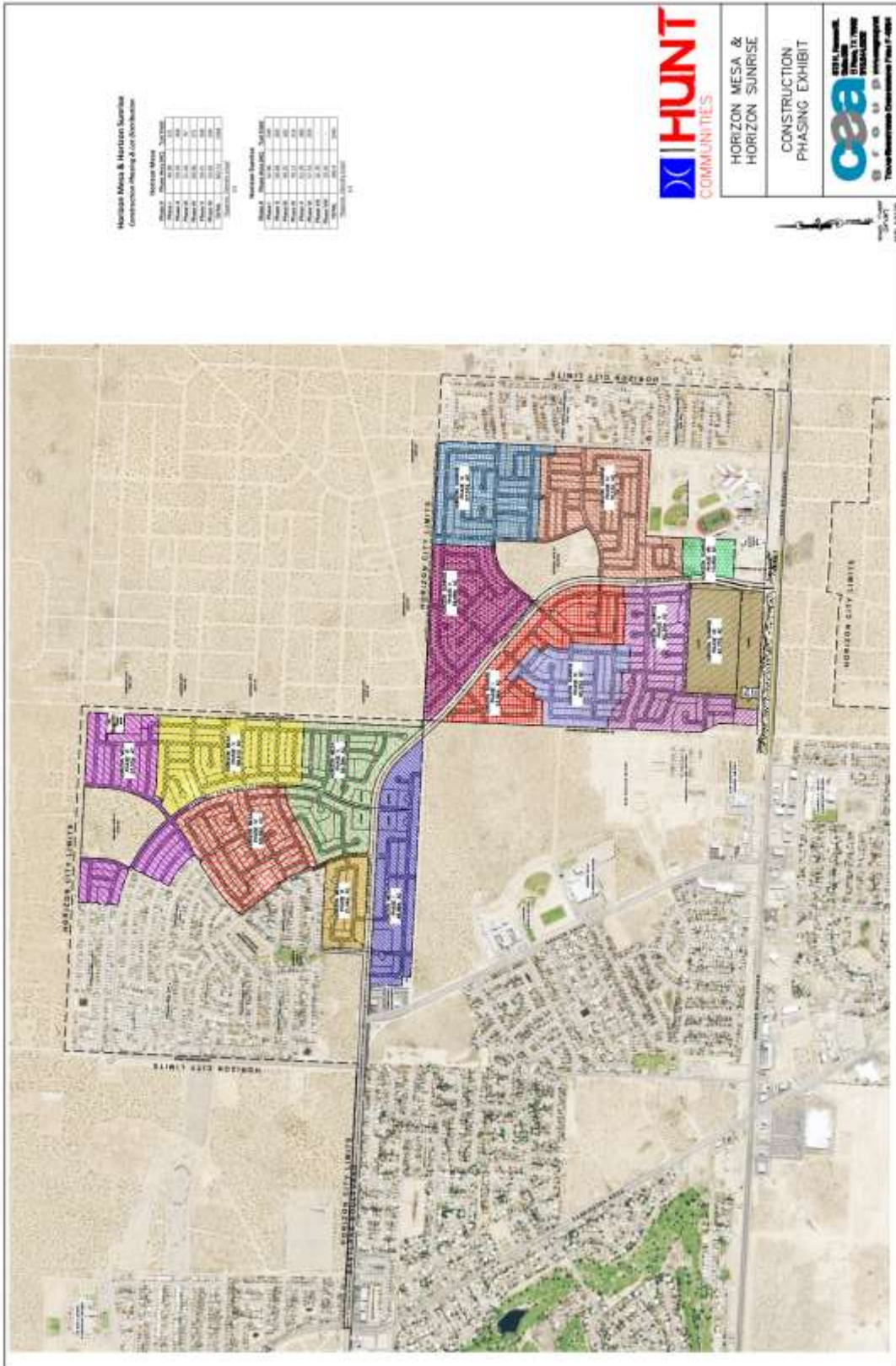
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Attachment 7: Proposed Zoning and Development Maps





**Horizon Mesa & Horizon Sunrise
Construction Phasing & Cost Distribution**

Horizon Mesa	
Phase	Cost (\$MM)
Phase 1	10.00
Phase 2	10.00
Phase 3	10.00
Phase 4	10.00
Phase 5	10.00
Phase 6	10.00
Phase 7	10.00
Phase 8	10.00
Phase 9	10.00
Phase 10	10.00
Phase 11	10.00
Phase 12	10.00
Phase 13	10.00
Phase 14	10.00
Phase 15	10.00
Phase 16	10.00
Phase 17	10.00
Phase 18	10.00
Phase 19	10.00
Phase 20	10.00
Phase 21	10.00
Phase 22	10.00
Phase 23	10.00
Phase 24	10.00
Phase 25	10.00
Phase 26	10.00
Phase 27	10.00
Phase 28	10.00
Phase 29	10.00
Phase 30	10.00
Phase 31	10.00
Phase 32	10.00
Phase 33	10.00
Phase 34	10.00
Phase 35	10.00
Phase 36	10.00
Phase 37	10.00
Phase 38	10.00
Phase 39	10.00
Phase 40	10.00
Phase 41	10.00
Phase 42	10.00
Phase 43	10.00
Phase 44	10.00
Phase 45	10.00
Phase 46	10.00
Phase 47	10.00
Phase 48	10.00
Phase 49	10.00
Phase 50	10.00
Phase 51	10.00
Phase 52	10.00
Phase 53	10.00
Phase 54	10.00
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Phase 66	10.00
Phase 67	10.00
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Phase 73	10.00
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Phase 82	10.00
Phase 83	10.00
Phase 84	10.00
Phase 85	10.00
Phase 86	10.00
Phase 87	10.00
Phase 88	10.00
Phase 89	10.00
Phase 90	10.00
Phase 91	10.00
Phase 92	10.00
Phase 93	10.00
Phase 94	10.00
Phase 95	10.00
Phase 96	10.00
Phase 97	10.00
Phase 98	10.00
Phase 99	10.00
Phase 100	10.00

Horizon Sunrise	
Phase	Cost (\$MM)
Phase 1	10.00
Phase 2	10.00
Phase 3	10.00
Phase 4	10.00
Phase 5	10.00
Phase 6	10.00
Phase 7	10.00
Phase 8	10.00
Phase 9	10.00
Phase 10	10.00
Phase 11	10.00
Phase 12	10.00
Phase 13	10.00
Phase 14	10.00
Phase 15	10.00
Phase 16	10.00
Phase 17	10.00
Phase 18	10.00
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Phase 24	10.00
Phase 25	10.00
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Phase 40	10.00
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Phase 90	10.00
Phase 91	10.00
Phase 92	10.00
Phase 93	10.00
Phase 94	10.00
Phase 95	10.00
Phase 96	10.00
Phase 97	10.00
Phase 98	10.00
Phase 99	10.00
Phase 100	10.00



HORIZON MESA & HORIZON SUNRISE

CONSTRUCTION PHASING EXHIBIT



DATE: 09/02/2021
SCALE: AS SHOWN
DRAWN: J. GARDNER
CHECKED: J. GARDNER
DATE: 09/02/2021

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A ZONING CHANGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF HORIZON CITY, TEXAS; REZONING ONE PARCEL FROM C-1, A-1, A-2, R-2, R-3, R-4A, R-6, AND R-9 TO R-3; CONTAINING APPROXIMATELY 276.104 ACRES; BEING SITUATED IN SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS; NORTH AND EAST OF THE INTERSECTION OF DESERT MIST DRIVE AND EASTLAKE BOULEVARD; AND AUTHORIZING THE NOTATION OF THE CHANGE ON THE OFFICIAL ZONING MAP OF THE TOWN; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; AND PROPER NOTICE AND HEARING.

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

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

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

WHEREAS, the Planning and Zoning Commission has recommended that the zoning on the parcel of property be rezoned to R-3, Residential; and

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

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

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

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

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

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

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

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

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

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

I. REZONING

The zoning be changed from C-1 (Commercial), A1 (Apartments), A-2 (Apartments), R-2 (Residential), R-3 (Residential), R-4A (Residential), R-6 (Residential), and R-9 (Residential) to R-3 (Residential) within the meaning of the Zoning Ordinance contained in Chapter 14 on the Horizon City Municipal Code, for approximately 276.104 acres, more or less, and legally described by Metes and Bounds Description, Exhibit "A" attached hereto and by reference included herein.

II. ZONING MAP

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

III. FINDINGS OF FACT

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

IV. REPEALER

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

V. SEVERABILITY

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

VI. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ___ day of _____, 2021, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the Town Council of Horizon City, Texas.


Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:



Theresa Cullen, Assistant City Attorney

First Reading: 09/14/2021
Second Reading: 10/12/2021

LEGAL DESCRIPTION

DESCRIPTION OF A 276.104 ACRE TRACT OF LAND SITUATED IN SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, BEING A PART OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN A DEED TO RODMAN GROWTH 30 LTD OF RECORD IN DOCUMENT NUMBER 20170050099, BEING ALSO A PART OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN A DEED TO HUNT COMMUNITIES HOLDINGS, LP, OF RECORD IN DOCUMENT NUMBER 20070014595, BEING ALSO A PART OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN A DEED TO EASTLAKE 30 HOLDINGS, OF RECORD IN DOCUMENT NUMBERS 20000087354 AND 20000087358, AND BEING A PART OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO LAKE EAST 30, LTD., OF RECORD IN DOCUMENT NUMBER 20180029054, ALL OF THE OFFICIAL PUBLIC RECORDS, EL PASO COUNTY, TEXAS; SAID 276.104 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/4 inch pipe found for the northeast corner of a 147.875 acre tract conveyed to Land of Texas, Inc., of record in Document No. 20000067163, Official Records, El Paso County, Texas, being also the southeast corner of that certain 112.658 acre tract of land conveyed to Rodman Growth 30, Ltd., of record in Document No. 2017005009, Official Public Records, El Paso County, Texas;

THENCE N 87°04'12" W, with the north line of said 147.875 acre tract, being also the south line of said Rodman Growth 30, Ltd. tract, for a distance of 99.00 feet to a point;

THENCE, N 42°43'25" W, with the north line of Eastlake Boulevard, a variable width right of way, for a distance of 584.97 feet to a point, at the beginning of a curve to the left;

THENCE, continuing along said north line of said Eastlake Boulevard, along said curve to the left, an arc distance of 711.87 feet, a radius of 1160.00 feet, a central angle of 35°09'41", and chord bearing N 60°18'16" W a distance of 700.76 feet to a point, at the beginning of a curve to the left;

THENCE, departing said north line of said Eastlake Boulevard, over and across said Rodman Growth 30, Ltd. Tract, the following four (4) courses and distances;

1. along said curve to the left, an arc distance of 280.01 feet, a radius of 1566044.17 feet, a central angle of 0°00'37", and chord bearing N 11°03'22" E a distance of 280.01 feet to a point for an interior angle point on the south line of the herein described tract;

2. **N 72°59'29" W**, a distance of **210.33** feet to a point for an interior angle point of the herein described tract, at the beginning of a curve to the left;
3. along said curve to the left, an arc distance of **285.02** feet, a radius of **1416.00** feet, a central angle of **11°31'58"**, and chord bearing **S 11°06'37" W** a distance of **284.54** feet to a point at the beginning of a curve to the right;
4. along said curve to the right, an arc distance of **48.96** feet, a radius of **30.01** feet, a central angle of **93°28'49"**, and chord bearing **S 40°17'58" E** a distance of **43.71** feet to a point on the north line of said Eastlake Boulevard for an exterior angle point of the herein described tract;

THENCE, N 87°02'49" W, continuing along said north line of said Eastlake Boulevard, a distance of **134.10** feet to a point, for an exterior angle point on the south line of the herein described tract;

THENCE, departing said north line of said Eastlake Boulevard, over and across said Hunt Communities Holdings, L.P. tract, the following four (4) courses and distances;

1. along a curve to the right, an arc distance of **46.62 feet**, a radius of **30.01** feet, a central angle of **89°00'13"**, and chord bearing **N 48°26'33" E** a distance of **42.07** feet to a point at the beginning of a curve to the right;
2. along said curve to the right, an arc distance of **251.38 feet**, a radius of **1490.00 feet**, a central angle of **09°40'00"**, and chord bearing **N 09°58'06" E** a distance of **251.09** feet to a point for an interior angle point on the south line of the herein described tract;
3. **N 87°02'49" W**, for a distance of **330.71** feet to a point for an interior angle point on the south line of the herein described tract;
4. **S 02°57'11" W**, for a distance of **278.70** feet to a point on the north line of said Eastlake Boulevard, for an exterior angle point on the south line of the herein described tract;

THENCE, N 87°02'49" W, continuing along the north line of said Eastlake Boulevard, for a distance of **1440.55** feet to a point on the south line of the herein described tract;

THENCE, N 86°54'44" W, continuing along the north line of said Eastlake Boulevard, for a distance of **370.56** feet to a point on the south line of the herein described tract, at the beginning of a curve to the right;

THENCE, departing said north line of said Eastlake Boulevard, over and across said Hunt Communities Holdings, L.P. tract, said Lake East 30, Ltd. tract, Lake East 30, Ltd. tract and Eastlake 30 Holdings tract, the following fifty-five (55) courses and distances;

1. along a curve to the right, an arc distance of **47.13 feet**, a radius of **30.00 feet**, a central angle of **90°00'47"**, and chord bearing **N 41°57'50" W** a distance of **42.43 feet** to a point;
2. **N 03°02'33" E**, for a distance of **620.25 feet** to a point for an exterior angle point on the west line of the herein described tract;
3. **S 86°57'27" E**, for a distance of **1252.46 feet** to a point for an interior angle point on the west line of the herein described tract;
4. along a curve to the right, an arc distance of **204.16 feet**, a radius of **2340.41 feet**, a central angle of **04°59'53"**, and chord bearing **N 22°27'12" W** a distance of **204.10 feet** to a point;
5. **N 68°22'17" E**, for a distance of **60.03 feet** to a point on the west line of the herein described tract;
6. along a curve to the left, an arc distance of **32.10 feet**, a radius of **20.00 feet**, a central angle of **91°56'46"**, and chord bearing **N 24°24'32" E** a distance of **28.76 feet** to a point;
7. **N 21°07'04" W**, for a distance of **60.00 feet** to a point on the west line of the herein described tract;
8. along a curve to the left, an arc distance of **31.24 feet**, a radius of **20.00 feet**, a central angle of **89°29'41"**, and chord bearing **N 66°55'33" W** a distance of **28.16 feet** to a point;
9. along a curve to the left, an arc distance of **467.49 feet**, a radius of **3140.06 feet**, a central angle of **08°31'49"**, and chord bearing **N 26°07'00" W** a distance of **467.06 feet** to a point;
10. **S 59°33'32" W**, for a distance of **60.00 feet** to a point on the west line of the herein described tract;
11. along a curve to the left, an arc distance of **741.92 feet**, a radius of **3126.67 feet**, a central angle of **13°35'44"**, and chord bearing **N 37°17'58" W** a distance of **740.18 feet** to a point;
12. **N 45°48'13" E**, for a distance of **60.00 feet** to a point for on the west line of the herein described tract;
13. along a curve to the left, an arc distance of **4.08 feet**, a radius of **3186.67 feet**, a central angle of **00°04'24"**, and chord bearing **N 44°08'09" W** a distance of **4.08 feet** to a point;

14. along a curve to the left, an arc distance of **31.09 feet**, a radius of **20.00 feet**, a central angle of **89°04'40"**, and chord bearing **N 00°44'06" E** a distance of **28.06** feet to a point;
15. **N 45°27'45" E**, for a distance of **89.06** feet to a point on the west line of the herein described tract;
16. along a curve to the right, an arc distance of **455.32 feet**, a radius of **2473.41 feet**, a central angle of **10°32'50"**, and chord bearing **N 50°44'10" E** a distance of **454.68** feet to a point;
17. **N 56°00'35" E**, for a distance of **144.05** feet to a point on the west line of the herein described tract;
18. along a curve to the right, an arc distance of **140.01 feet**, a radius of **4817.28 feet**, a central angle of **01°39'55"**, and chord bearing **N 56°50'29" E** a distance of **140.01** feet to a point;
19. along a curve to the right, an arc distance of **119.11 feet**, a radius of **4817.28 feet**, a central angle of **01°25'00"**, and chord bearing **N 58°22'56" E** a distance of **119.11** feet to a point;
20. along a curve to the right, an arc distance of **34.44 feet**, a radius of **20.00 feet**, a central angle of **98°38'59"**, and chord bearing **S 71°35'04" E** a distance of **30.34** feet to a point;
21. **N 57°28'36" E**, for a distance of **52.32** feet to a point on the west line of the herein described tract;
22. along a curve to the right, an arc distance of **32.38 feet**, a radius of **20.00 feet**, a central angle of **92°45'03"**, and chord bearing **N 13°51'07" E** a distance of **28.96** feet to a point;
23. along a curve to the right, an arc distance of **68.90 feet**, a radius of **6299.36 feet**, a central angle of **00°37'36"**, and chord bearing **N 60°32'27" E** a distance of **68.90** feet to a point;
24. **N 29°08'45" W**, for a distance of **52.00** feet to a point on the west line of the herein described tract;
25. **N 35°46'46" W**, for a distance of **98.77** feet to a point on the west line of the herein described tract;
26. **N 47°36'57" W**, for a distance of **58.30** feet to a point on the west line of the herein described tract;
27. **N 49°42'50" W**, for a distance of **58.30** feet to a point on the west line of the herein described tract;

28. **N 46°55'05" W**, for a distance of **58.60** feet to a point on the west line of the herein described tract;
29. **N 53°56'09" W**, for a distance of **59.92** feet to a point on the west line of the herein described tract;
30. **N 56°03'35" W**, for a distance of **58.48** feet to a point on the west line of the herein described tract;
31. **N 58°09'28" W**, for a distance of **58.48** feet to a point on the west line of the herein described tract;
32. **N 60°15'20" W**, for a distance of **58.48** feet to a point on the west line of the herein described tract;
33. **N 61°52'03" W**, for a distance of **76.14** feet to a point on the west line of the herein described tract;
34. **N 25°02'00" E**, for a distance of **96.56** feet to a point on the west line of the herein described tract;
35. along a curve to the right, an arc distance of **31.96 feet**, a radius of **20.00 feet**, a central angle of **91°33'16"**, and chord bearing **n 70°48'38" E** a distance of **28.67** feet to a point;
36. **N 23°52'11" E**, for a distance of **52.06** feet to a point on the west line of the herein described tract;
37. along a curve to the left, an arc distance of **30.90 feet**, a radius of **20.00 feet**, a central angle of **88°31'32"**, and chord bearing **N 19°13'46" W** a distance of **27.92** feet to a point;
38. **N 25°02'00" E**, for a distance of **202.64** feet to a point on the west line of the herein described tract;
39. along a curve to the right, an arc distance of **31.85 feet**, a radius of **20.00 feet**, a central angle of **91°15'01"**, and chord bearing **N 70°39'30" E** a distance of **28.59** feet to a point;
40. **N 24°05'37" E**, for a distance of **52.04** feet to a point on the west line of the herein described tract;
41. along a curve to the left, an arc distance of **31.00 feet**, a radius of **20.00 feet**, a central angle of **88°48'19"**, and chord bearing **N 19°22'09" W** a distance of **27.99** feet to a point;
42. **N 25°02'00" E**, for a distance of **77.40** feet to a point on the west line of the herein described tract;

43. along a curve to the right, an arc distance of **31.84 feet**, a radius of **20.00 feet**, a central angle of **91°13'13"**, and chord bearing **N 70°38'37" E** a distance of **28.58 feet** to a point;
44. **N 24°23'26" E**, for a distance of **74.04 feet** to a point on the west line of the herein described tract;
45. along a curve to the left, an arc distance of **31.01 feet**, a radius of **20.00 feet**, a central angle of **88°50'27"**, and chord bearing **N 19°23'13" W** a distance of **28.00 feet** to a point;
46. **N 64°58'02" W**, for a distance of **52.00 feet** to a point on the west line of the herein described tract;
47. along a curve to the left, an arc distance of **31.01 feet**, a radius of **20.00 feet**, a central angle of **88°50'24"**, and chord bearing **S 69°27'12" W** a distance of **28.00 feet** to a point;
48. along a curve to the left, an arc distance of **536.64 feet**, a radius of **2253.13 feet**, a central angle of **13°38'47"**, and chord bearing **N 72°56'59" W** a distance of **535.37 feet** to a point;
49. **N 10°13'37" E**, for a distance of **167.00 feet** to a point on the west line of the herein described tract;
50. along a curve to the left, an arc distance of **28.79 feet**, a radius of **2420.13 feet**, a central angle of **00°40'54"**, and chord bearing **N 80°06'50" W** a distance of **28.79 feet** to a point;
51. **N 09°32'43" E**, for a distance of **131.29 feet** to a point on the west line of the herein described tract;
52. **S 80°04'35" E**, for a distance of **18.12 feet** to a point on the west line of the herein described tract;
53. **N 02°57'36" E**, for a distance of **188.16 feet** to a point on the west line of the herein described tract;
54. **N 87°02'24" W**, for a distance of **13.58 feet** to a point for an interior angle point on the west line of the herein described tract;
55. **N 02°48'44" E**, for a distance of **121.26 feet** to a point for the northwest corner of the herein described tract;

THENCE, S 87°03'50" E, for a distance of **2693.96 feet** to a point on the east line of said Eastlake 30 Holdings tract, being also the north line of the herein described tract;

THENCE, S 87°04'13" E, for a distance of **232.24** feet to a point on the east line of said Eastlake 30 Holdings tract, being also the west line of a certain 5.00 acre tract of land conveyed to Geoffrey A. Trivax, of record in Volume 2447, Page 567, Official Public Records, El Paso County, Texas, for the northeast corner of the herein described tract;

THENCE, S 02°28'23" W, with the west line of said Trivax tract, for a distance of **293.01** feet to a point for an exterior angle point on the east line of the herein described tract;

THENCE, departing said west line of said Trivax tract, over and across said Eastlake 30 Holdings tract, the following five (5) courses and distances;

1. **N 87°02'24" W**, for a distance of **427.99** feet to a point for an interior angle point on the east line of the herein described tract;
2. **S 02°57'36" W**, for a distance of **20.00** feet to a point for an interior angle point on the east line of the herein described tract;
3. **S 87°02'24" E**, for a distance of **120.17** feet to a point for an interior angle point on the east line of the herein described tract;
4. **S 02°29'32" W**, for a distance of **248.44** feet to a point for an interior angle point on the east line of the herein described tract;
5. **S 87°02'27" E**, for a distance of **308.08** feet to a point for an exterior angle point on the east line of the herein described tract;

THENCE, S 02°28'27" W, with the east line of said Eastlake 30 Holdings tract, and the east line of said Rodman Growth 30, Ltd. tract, for a distance of **1936.45** feet to a point on the east line of the herein described tract;

THENCE, S 02°28'27" W, with the east line of said Eastlake 30 Holdings tract, and the east line of said Rodman Growth 30, Ltd. tract, for a distance of **2625.63** feet to a point on the east line of the herein described tract;

THENCE, departing said east line of said Rodman Growth 30, Ltd. tract, the following two (2) courses and distances;

1. **S 87°02'34" E**, for a distance of **99.97** feet to a point for an exterior angle point on the east line of the herein described tract;
2. **S 02°28'26" W**, for a distance of **28.36** feet to the **POINT OF BEGINNING** and containing **276.104** acres of land.

BEARING BASIS

THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN U.S. SURVEY FEET. THE BEARINGS SHOWN ARE GRID. A COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

SURVEYORS NOTE

THE CONSTRUCTION/LOCATION OF SURVEY BOUNDARIES AND CORNERS, WAS BASED UPON THE PRESCRIBED, ACCEPTED METHOD OF USING THE ORIGINAL OR PERPETUATED CORNER MONUMENTS FOUND AT THE NORTHWEST CORNER OF SECTION NO. 42, BLOCK 78, TOWNSHIP 3, (2-IN IRON PIPE FOUND) AND THE NORTHWEST CORNER OF SECTION NO. 18, BLOCK 80, TOWNSHIP 2, (BRASS ARMY DISK ON CONCRETE MONUMENT RECOGNIZED AS THE SURVEY CORNER) AS A BASELINE RUNNING DIAGONALLY (N 42°38'01" W, 32,405.40 VARAS ~ 90,014.99 FEET) ACROSS THE SURVEYS AS RUN BY PAUL MCCOMBS IN 1883; THE NORTH-SOUTH AND EAST-WEST SURVEY LINES ARE ORIENTED 45-DEGREES OFF THIS BASELINE AND RUN FROM FOUND, ACCEPTED SURVEY CORNERS MONUMENTS ALONG OR NEAR THE BASELINE, OR FROM PRORATED SURVEY CORNER POSTIONS ALONG THE BASELINE AT MISSING CORNERS.

**THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §**

KNOW ALL MEN BY THESE PRESENTS:

That I, G. Rene Zamora, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during May, 2019 under my direction and supervision.

WITNESS MY HAND AND SEAL at El Paso, El Paso County, Texas this the 13th day of January, 2021, A.D.

Zamora, L.L.C. dba "ZWA"
1510 Zaragoza Road, Suite B-8
El Paso, TX 79936
Firm No. 10194200

G. Rene Zamora
G. Rene Zamora
Registered Professional Land Surveyor
No. 5682 – State of Texas



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MATCH LINE SHEET 10

HORIZON MESA UNIT ONE
VOL. 76, PG. 41
O.P.R.E.P.C.T.

PARCEL #1
276.104 ACRES
(12,027,094 S.F.)

RODMAN GROWTH 30 LTD
112.658 ACRES
DOC. NO. 20170050099
O.P.R.E.P.C.T.

HUNT COMMUNITIES HOLDINGS, L.P.
(112.658 ACRES)
DOC. NO. 20070014595
O.P.R.E.P.C.T.

RODMAN GROWTH 30 LTD
112.658 ACRES
DOC. NO. 20170050099
O.P.R.E.P.C.T.

HUNT COMMUNITIES HOLDINGS, L.P.
DOC. NO. 20070015480
O.P.R.E.P.C.T.

LAND OF TEXAS, INC.
(147.875 ACRES)
DOC. NO. 20000067163
SEP. 25, 2000

P.O.B.
N=10,631,306.99
E=478,632.81
(GRID)

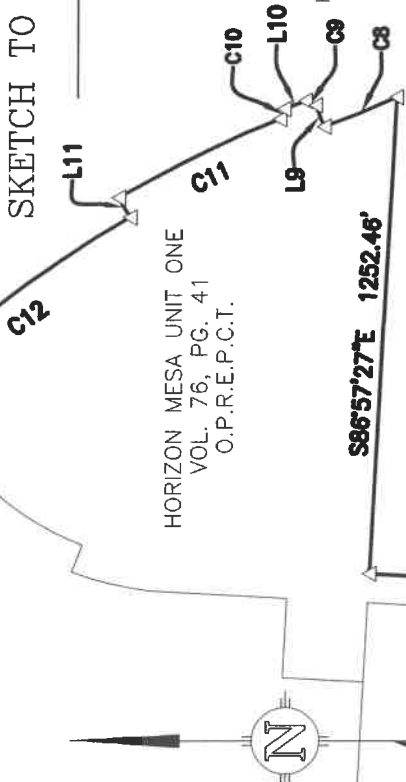


GRAPHIC SCALE

1" = 500'

JANUARY, 2021

EL PASO COUNTY, TEXAS



HORIZON CITY UNIT 98
ROW EASEMENT
DOC. NO. 20010060264
O.P.R.E.P.C.T.
VOL. 4058, PG. 799
R.P.R.E.P.C.T.

HORIZON CITY UNIT 95

HORIZON COMMUNITIES IMPROVEMENT ASSOCIATION, INC
(16,009 ACRES)
DOC. NO. 20050077386
AUG. 25, 2005

SHEET 9 OF 12

PROPOSED R-3 ZONING PARCEL 1
EXHIBIT TO ACCOMPANY LEGAL
DESCRIPTION OF 276.104 ACRE
TRACT OF LAND SITUATED IN SURVEY
NO. 30, EL PASO COUNTY, TEXAS.

PROJECT: 276.104 ACRE TRACT
JOB NUMBER: PARCEL 1
DATE: DECEMBER, 2020
SCALE: 1" = 500'
SURVEYOR: ZAMORA
TECHNICIAN: DMC
DRAWING: 2035-148-BASE-PARCEL 1.dwg
FIELDNOTES:
PARTYCHIEF:
FIELDBOOKS:

LOCATIONS

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 0794200
510 N. ZARAGOZA ROAD SUITE B-8 EL PASO TX 79936
Tel: (915) 655-9008

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

EL PASO ELECTRIC COMPANY
(9.917 ACRES)
DOC. NO. 20010060282
O.P.R.E.P.C.T.

ROW EASEMENT
EL PASO ELECTRIC COMPANY
(2.040 ACRES)
DOC. NO. 20010013916
EXHIBIT A1
O.P.R.E.P.C.T.

GEOFFREY A. TRIVAX
(5.00 ACRES)
VOL. 2447, PG. 567
O.P.R.E.P.C.T.

S8703'50"E 2893.96'

S8704'13"E 232.24'

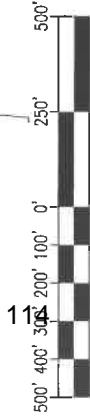
HORIZON MESA UNIT FIVE
DOC. NO. 20090020438
O.P.R.E.P.C.T.

HORIZON MESA UNIT SIX
DOC. NO. 20090020468
O.P.R.E.P.C.T.

EASTLAKE 30 HOLDINGS
64.040 ACRES
DOC. NO. 20000087354
DOC. NO. 20000087358
O.R.E.P.C.T.

LAKE EAST 30, LTD.
(12.443 ACRES)
DOC. NO. 20180029054
O.P.R.E.P.C.T.

PARCEL #1
276.104 ACRES
(12,027,094 S.F.)



GRAPHIC SCALE

1"=500'

JANUARY, 2021

EL PASO COUNTY, TEXAS

HORIZON MESA UNIT TWO
VOL. 78, PG. 15
O.P.R.E.P.C.T.

HUNT COMMUNITIES HOLDINGS, L.P.
(112.658 ACRES)
DOC. NO. 20070014595
O.P.R.E.P.C.T.

LAKE EAST 30, LTD.
(0.054 ACRES)
DOC. NO. 20180029054
O.P.R.E.P.C.T.

RODMAN GROWTH 30 LTD
112.658 ACRES
DOC. NO. 20170050099
O.P.R.E.P.C.T.

EL PASO ELECTRIC
COMPANY
(10.480 ACRES)
DOC. NO. 20010060262
O.P.R.E.P.C.T.

HORIZON CITY
UNIT 98

HORIZON CITY
UNIT 107

HORIZON CITY
UNIT 99

S02'28'27"W 1936.45'

MATCH LINE SHEET 9

SHEET 10 OF 12

LOCATIONS

ZWA

Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 1094200
1510 N. ZARAGOZA ROAD SUITE B-4 EL PASO TX 79986
Tel: (915) 855-9009

PROJECT: 276.104 ACRE TRACT

JOB NUMBER: 2035-148

DATE: DECEMBER, 2020

SCALE: 1"=500'

SURVEYOR: ZAMORA

TECHNICIAN: DMC

DRAWING: 2035-148-BSE-PARCEL 1.dwg

FIELD NOTES:

PARTY CHIEF:

FIELD BOOKS:

PROPOSED R-3 ZONING PARCEL 1
EXHIBIT TO ACCOMPANY LEGAL
DESCRIPTION OF 276.104 ACRE
TRACT OF LAND SITUATED IN SURVEY
NO. 30, EL PASO COUNTY, TEXAS.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N87°04'12"W	99.00'
L2	N42°43'25"W	584.97'
L3	N72°59'29"W	210.33'
L4	N87°02'49"W	134.10'
L5	N87°02'49"W	330.71'
L6	S02°57'11"W	278.70'
L7	N86°54'44"W	370.56'
L8	N03°02'33"E	620.25'
L9	N68°22'17"E	60.03'
L10	N21°07'04"W	60.00'
L11	S59°33'32"W	60.00'
L12	N45°48'13"E	60.00'
L13	N45°27'45"E	89.06'
L14	N56°00'35"E	144.05'
L15	N57°28'36"E	52.32'
L16	N29°08'45"W	52.00'
L17	N35°46'46"W	98.77'
L18	N47°36'57"W	58.30'
L19	N49°42'50"W	58.30'
L20	N46°55'05"W	58.60'

LINE TABLE		
LINE	DIRECTION	DISTANCE
L21	N53°56'09"W	59.92'
L22	N56°03'35"W	58.48'
L23	N58°09'28"W	58.48'
L24	N60°15'20"W	58.48'
L25	N61°52'03"W	76.14'
L26	N25°02'00"E	96.56'
L27	N23°52'11"E	52.06'
L28	N25°02'00"E	202.64'
L29	N24°05'37"E	52.04'
L30	N25°02'00"E	77.40'
L31	N24°23'26"E	74.04'
L32	N64°58'02"W	52.00'
L33	N10°13'37"E	167.00'
L34	N09°32'43"E	131.29'
L35	S80°04'35"E	18.12'
L36	N02°57'36"E	188.16'
L37	N87°02'24"W	13.58'
L38	N02°48'44"E	121.26'
L39	S02°28'23"W	293.01'
L40	N87°02'24"W	427.99'

LINE TABLE		
LINE	DIRECTION	DISTANCE
L41	S02°57'36"W	20.00'
L42	S87°02'24"E	120.17'
L43	S02°29'32"W	248.44'
L44	S87°02'27"E	308.08'
L45	S87°02'34"E	99.97'
L46	S02°28'26"W	28.36'

LEGEND:

- 5/8" IRON ROD FOUND W/CAP "ZWA" (UNLESS NOTED)
 - 5/8" IRON ROD SET W/CAP "ZWA"
 - ⊙ 1" GALVANIZED IRON PIPE FOUND (UNLESS NOTED)
 - △ CALCULATED POINT
- P.R.E.P.C.T. PLAT RECORDS EL PASO COUNTY, TEXAS
 O.P.R.E.P.C.T. OFFICIAL PUBLIC RECORDS EL PASO COUNTY, TEXAS
- DOC. NO. DOCUMENT NUMBER
 POB POINT OF BEGINNING
 VOL. VOLUME
 PG. PAGE

LOCATIONS



ZWA
Zamora, LLC.
Professional Land Surveyors
 Texas Firm No. 1094200
 1510 N. ZARAGOZA ROAD SUITE B-8 EL PASO TX 79936
 Tel (915) 855-9009

PROJECT: 276.104 ACRE TRACT
 JOB NUMBER: PARCEL 1
 DATE: DECEMBER, 2020
 SCALE: 1" = 500'
 SURVEYOR: ZAMORA
 TECHNICIAN: DMC
 DRAWING: 2025-148-B6E-PARCEL 1.dwg
 FIELD NOTES:
 PARTY CHIEF:
 FIELD BOOKS:

PROPOSED R-3 ZONING PARCEL 1
 EXHIBIT TO ACCOMPANY LEGAL
 DESCRIPTION OF 276.104 ACRE
 TRACT OF LAND SITUATED IN SURVEY
 NO. 30, EL PASO COUNTY, TEXAS.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CURVE TABLE					
CURVE	DISTANCE	DELTA	RADIUS	DIRECTION	CHORD
C1	711.87'	35°09'41"	1160.00'	N60°18'16"W	700.76'
C2	280.01'	0°00'37"	1566044.17'	N11°03'22"E	280.01'
C3	285.02'	11°31'58"	1416.00'	S11°06'37"W	284.54'
C4	48.96'	93°28'49"	30.01'	S40°17'58"E	43.71'
C5	46.62'	89°00'13"	30.01'	N48°26'33"E	42.07'
C6	251.38'	9°40'00"	1490.00'	N09°58'06"E	251.09'
C7	47.13'	90°00'47"	30.00'	N41°57'50"W	42.43'
C8	204.16'	4°59'53"	2340.41'	N22°27'12"W	204.10'
C9	32.10'	91°56'46"	20.00'	N24°24'32"E	28.76'
C10	31.24'	89°29'41"	20.00'	N66°55'33"W	28.16'
C11	467.49'	8°31'49"	3140.06'	N26°07'00"W	467.06'
C12	741.92'	13°35'44"	3126.67'	N37°17'58"W	740.18'
C13	4.08'	0°04'24"	3186.67'	N44°08'09"W	4.08'
C14	31.09'	89°04'40"	20.00'	N00°44'06"E	28.06'
C15	455.32'	10°32'50"	2473.41'	N50°44'10"E	454.68'
C16	140.01'	1°39'55"	4817.28'	N56°50'29"E	140.01'
C17	119.11'	1°25'00"	4817.28'	N58°22'56"E	119.11'
C18	34.44'	98°36'59"	20.00'	S71°35'04"E	30.34'
C19	32.38'	92°45'03"	20.00'	N13°51'07"E	28.96'
C20	68.90'	0°37'36"	6299.36'	N60°32'27"E	68.90'

CURVE TABLE					
CURVE	DISTANCE	DELTA	RADIUS	DIRECTION	CHORD
C21	31.96'	91°33'16"	20.00'	N70°48'38"E	28.67'
C22	30.90'	88°31'32"	20.00'	N19°13'46"W	27.92'
C23	31.85'	91°15'01"	20.00'	N70°39'30"E	28.59'
C24	31.00'	88°48'19"	20.00'	N19°22'09"W	27.99'
C25	31.84'	91°13'13"	20.00'	N70°38'37"E	28.58'
C26	31.01'	88°50'27"	20.00'	N19°23'13"W	28.00'
C27	31.01'	88°50'24"	20.00'	S69°27'12"W	28.00'
C28	536.64'	13°38'47"	2253.13'	N72°56'59"W	535.37'
C29	28.79'	0°40'54"	2420.13'	N80°06'50"W	28.79'

NOTE:

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

META DATA:

ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011) (EPOCH 2010.00).



I, G. RENE ZAMORA, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

G. Rene Zamora
 G. RENE ZAMORA
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5682

SHEET 12 OF 12

LOCATIONS



ZWA
Zamora, L.L.C.
Professional Land Surveyors
 Texas Firm No. 10194200
 1510 N. ZARAGOZA ROAD SUITE B-8 EL PASO TX 79936
 Tel: (915) 855-9009

PROJECT: 276.104 ACRE TRACT
 JOB NUMBER: PARCEL 1
 DATE: DECEMBER, 2020
 SCALE: 1" = 500'
 SURVEYOR: ZAMORA
 TECHNICIAN: DMC
 DRAWING: 2025-108-BASE-PARCEL 1.dwg
 FIELD NOTES:
 PARTTICHIEF:
 FIELDBOOKS:

PROPOSED R-3 ZONING PARCEL 1
 EXHIBIT TO ACCOMPANY LEGAL
 DESCRIPTION OF 276.104 ACRE
 TRACT OF LAND SITUATED IN SURVEY
 NO. 30, EL PASO COUNTY, TEXAS.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A ZONING CHANGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF HORIZON CITY, TEXAS; REZONING ONE PARCEL FROM R-2 TO C-1; CONTAINING APPROXIMATELY 1.983 ACRES; BEING SITUATED IN SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS; EAST OF THE INTERSECTION OF DESERT MIST DRIVE AND EASTLAKE BOULEVARD; AND AUTHORIZING THE NOTATION OF THE CHANGE ON THE OFFICIAL ZONING MAP OF THE TOWN; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; AND PROPER NOTICE AND HEARING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. REZONING

The zoning be changed from R-2 (Residential) to C-1 (Commercial) within the meaning of the Zoning Ordinance contained in Chapter 14 on the Horizon City Municipal Code, for approximately 1.983 acres, more or less, and legally described by Metes and Bounds Description, Exhibit "A" attached hereto and by reference included herein.

II. ZONING MAP

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

III. FINDINGS OF FACT

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

IV. REPEALER

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

V. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with

jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

VI. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ___ day of _____, 2021, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the Town Council of Horizon City, Texas.


Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:



Theresa Cullen, Assistant City Attorney

First Reading: 09/14/2021
Second Reading: 10/12/2021

LEGAL DESCRIPTION

DESCRIPTION OF A 1.983 ACRE TRACT OF LAND SITUATED IN SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, BEING A PART OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN A DEED TO RODMAN GROWTH 30 LTD OF RECORD IN DOCUMENT NUMBER 20170050099, OFFICIAL PUBLIC RECORDS, EL PASO COUNTY, TEXAS; SAID 1.983 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4 inch pipe found for the northeast corner of a 147.875 acre tract conveyed to Land of Texas, Inc., of record in Document No. 20000067163, Official Records, El Paso County, Texas, being also the southeast corner of said Rodman Growth 30 Ltd. tract;

THENCE N 87°04'12" W, with the north line of said 147.875 acre tract, being also the south line of said Rodman Growth 30, Ltd., for a distance of 99.00 feet to a point;

THENCE, N 42°43'25" W, with the north line of Eastlake Boulevard, a variable width right of way, for a distance of 584.97 feet to a point, at the beginning of a curve to the left;

THENCE, continuing along said north line of said Eastlake Boulevard, along said curve to the left, an arc distance of 711.87 feet, a radius of 1060.00 feet, a central angle of 35°09'41", and chord bearing N 60°18'16" W a distance of 700.76 feet to a point;

THENCE, N 82°12'47" W, continuing along said north line of said Eastlake Boulevard, a distance of 175.61 feet to a point;

THENCE, N 87°02'49" W, continuing along said north line of said Eastlake Boulevard, a distance of 134.10 feet to a point, for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, N 87°02'49" W, continuing along said north line of said Eastlake Boulevard, a distance of **270.04** feet to a point, for the southwest corner of the herein described tract;

THENCE, departing said north line of said Eastlake Boulevard, over and across said Rodman Growth 30 Ltd. tract, the following four (4) courses and distances;

1. **N 02°57'11" E**, for a distance of **278.70** feet to a point for the northwest corner of the herein described tract;
2. **S 87°02'49" E**, for a distance of **330.71** feet to a point for the northeast corner of the herein described tract, at the beginning of a curve to the left;

3. along said curve to the left, an arc distance of **251.38 feet**, a radius of **1490.00 feet**, a central angle of **09°40'00"**, and chord bearing **S 09°58'06" W** a distance of **251.09 feet** to a point at the beginning of a curve to the left;
4. along said curve to the left, an arc distance of **46.62 feet**, a radius of **30.01 feet**, a central angle of **89°00'13"**, and chord bearing **S 48°26'33" W** a distance of **42.07 feet** to the **POINT OF BEGINNING** and containing **1.983 acres** of land.

BEARING BASIS

THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN U.S. SURVEY FEET. THE BEARINGS SHOWN ARE GRID. A COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

SURVEYORS NOTE

THE CONSTRUCTION/LOCATION OF SURVEY BOUNDARIES AND CORNERS, WAS BASED UPON THE PRESCRIBED, ACCEPTED METHOD OF USING THE ORIGINAL OR PERPETUATED CORNER MONUMENTS FOUND AT THE NORTHWEST CORNER OF SECTION NO. 42, BLOCK 78, TOWNSHIP 3, (2-IN IRON PIPE FOUND) AND THE NORTHWEST CORNER OF SECTION NO. 18, BLOCK 80, TOWNSHIP 2, (BRASS ARMY DISK ON CONCRETE MONUMENT RECOGNIZED AS THE SURVEY CORNER) AS A BASELINE RUNNING DIAGONALLY (N 42°38'01" W, 32,405.40 VARAS ~ 90,014.99 FEET) ACROSS THE SURVEYS AS RUN BY PAUL MCCOMBS IN 1883; THE NORTH-SOUTH AND EAST-WEST SURVEY LINES ARE ORIENTED 45-DEGREES OFF THIS BASELINE AND RUN FROM FOUND, ACCEPTED SURVEY CORNERS MONUMENTS ALONG OR NEAR THE BASELINE, OR FROM PRORATED SURVEY CORNER POSTIONS ALONG THE BASELINE AT MISSING CORNERS.

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

KNOW ALL MEN BY THESE PRESENTS:

That I, G. Rene Zamora, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during May, 2019 under my direction and supervision.

WITNESS MY HAND AND SEAL at El Paso, El Paso County, Texas this the 13th day of January, 2021, A.D.

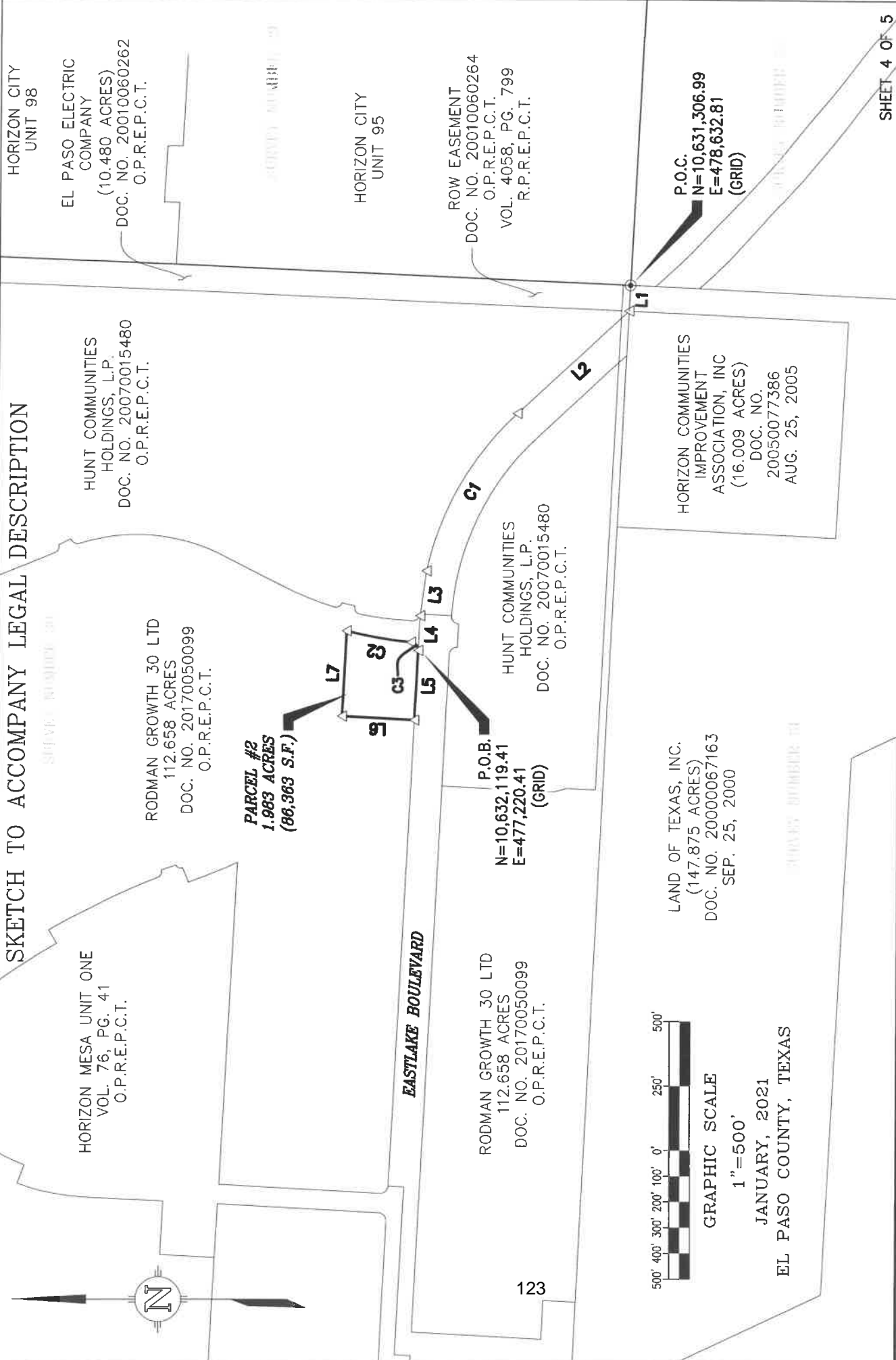
Zamora, L.L.C. dba "ZWA"
1510 Zaragoza Road, Suite B-8
El Paso, TX 79936
Firm No. 10194200



G. Rene Zamora
Registered Professional Land Surveyor
No. 5682 – State of Texas



SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SHEET 4 OF 5

PROPOSED C-2 ZONING PARCEL 2
EXHIBIT TO ACCOMPANY LEGAL
DESCRIPTION OF 1.983 ACRE
TRACT OF LAND SITUATED IN SURVEY
NO. 30, EL PASO COUNTY, TEXAS.

HORIZON MESA UNIT ONE
VOL. 76, PG. 41
O.P.R.E.P.C.T.

RODMAN GROWTH 30 LTD
112.658 ACRES
DOC. NO. 20170050099
O.P.R.E.P.C.T.

PARCEL #2
1.983 ACRES
(86,363 S.F.)

EASTLAKE BOULEVARD

RODMAN GROWTH 30 LTD
112.658 ACRES
DOC. NO. 20170050099
O.P.R.E.P.C.T.

HUNT COMMUNITIES
HOLDINGS, L.P.
DOC. NO. 20070015480
O.P.R.E.P.C.T.



GRAPHIC SCALE
1" = 500'

JANUARY, 2021
EL PASO COUNTY, TEXAS

PROJECT: 1.983 ACRE TRACT	
JOB NUMBER: PARCEL 2	
DATE:	DECEMBER, 2020
SCALE:	1" = 500'
SURVEYOR:	ZAMORA
TECHNICIAN:	DWC
DRAWING:	2015-148-RISE-PARCEL 2.dwg
FILE NOTES:	
PARTY CHIEF:	
FIELD BOOKS:	

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 10194200
1510 N. ZARAGOZA ROAD SUITE B-8 EL PASO TX 79936
Tel (915) 855-9009



LOCATIONS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGEND:

- 5/8" IRON ROD FOUND W/CAP "ZWA"
(UNLESS NOTED)
- 5/8" IRON ROD SET W/CAP "ZWA"
- ⊙ 3/4" IRON PIPE FOUND
(UNLESS NOTED)
- △ CALCULATED POINT

P.R.E.P.C.T. PLAT RECORDS EL PASO COUNTY, TEXAS

O.P.R.E.P.C.T. OFFICIAL PUBLIC RECORDS EL PASO COUNTY, TEXAS

DOC. NO. DOCUMENT NUMBER
 POB POINT OF BEGINNING
 VOL. VOLUME
 PG. PAGE

NOTE:

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

META DATA:

ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011) (EPOCH 2010.00).

I, G. RENE ZAMORA, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

G. Rene Zamora
 G. RENE ZAMORA
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5682



CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD
C1	711.87'	35°09'41"	1160.00'	N60°18'16"W	700.76'
C2	251.38'	9°40'00"	1490.00'	S09°58'06"W	251.09'
C3	46.62'	89°00'13"	30.01'	S48°26'33"W	42.07'

LINE	DIRECTION	DISTANCE
L1	N87°04'12"W	99.00'
L2	N42°43'25"W	584.97'
L3	N82°12'47"W	175.61'
L4	N87°02'49"W	134.10'
L5	N87°02'49"W	270.04'
L6	N02°57'11"E	278.70'
L7	S87°02'49"E	330.71'

LOCATIONS



ZWA
Zamora, L.L.C.
Professional Land Surveyors
 Texas Firm No. 0194200
 1510 N. ZARAGOZA ROAD SUITE B-8 EL PASO TX 79906
 Tel: (915) 855-9008

PROJECT: 1.983 ACRE TRACT
 JOB NUMBER: 2035-148
 DATE: DECEMBER, 2020
 SCALE: 1" = 500'
 SURVEYOR: ZAMORA
 TECHNICIAN: DMC
 DRAWING: 2035-148-85E-PARCEL 2.dwg
 FIELD NOTES:
 PARTY CHIEF:
 FIELD BOOKS:

PROPOSED C-2 ZONING PARCEL 2
 EXHIBIT TO ACCOMPANY LEGAL
 DESCRIPTION OF 1.983 ACRE
 TRACT OF LAND SITUATED IN SURVEY
 NO. 30, EL PASO COUNTY, TEXAS.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A ZONING CHANGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF HORIZON CITY, TEXAS; REZONING ONE PARCEL FROM R-2 TO C-1; CONTAINING APPROXIMATELY 1.453 ACRES; BEING SITUATED IN SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS; EAST OF THE INTERSECTION OF DESERT MIST DRIVE AND EASTLAKE BOULEVARD; AND AUTHORIZING THE NOTATION OF THE CHANGE ON THE OFFICIAL ZONING MAP OF THE TOWN; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; AND PROPER NOTICE AND HEARING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. REZONING

The zoning be changed from R-2 (Residential) to C-1 (Commercial) within the meaning of the Zoning Ordinance contained in Chapter 14 on the Horizon City Municipal Code, for approximately 1.453 acres, more or less, and legally described by Metes and Bounds Description, Exhibit "A" attached hereto and by reference included herein.

II. ZONING MAP

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

III. FINDINGS OF FACT

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

IV. REPEALER

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

V. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with

jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

VI. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ___ day of _____, 2021, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the Town Council of Horizon City, Texas.


Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:



Theresa Cullen, Assistant City Attorney

First Reading: 09/14/2021
Second Reading: 10/12/2021

LEGAL DESCRIPTION

DESCRIPTION OF A 1.453 ACRE TRACT OF LAND SITUATED IN SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, BEING A PART OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN A DEED TO HUNT COMMUNITIES HOLDINGS, L.P., OF RECORD IN DOCUMENT NUMBER 20070015480, OFFICIAL PUBLIC RECORDS, EL PASO COUNTY, TEXAS; SAID 1.453 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4 inch pipe found for the northeast corner of a 147.875 acre tract conveyed to Land of Texas, Inc., of record in Document No. 20000067163, Official Records, El Paso County, Texas, being also the southeast corner of that certain 112.658 acre tract of land conveyed to Rodman Growth 30, Ltd., of record in Document No. 20170050099, Official Public Records, El Paso County, Texas;

THENCE N 87°04'12" W, with the north line of said 147.875 acre tract, being also the south line of said Rodman Growth 30, Ltd., for a distance of 99.00 feet to a point;

THENCE, N 42°43'25" W, with the north line of Eastlake Boulevard, a variable width right of way, for a distance of 584.97 feet to a point at the beginning of a curve to the left;

THENCE, continuing with the north line of said Eastlake Boulevard, along said curve to the left, an arc distance of **711.87 feet**, a radius of **1160.00 feet**, a central angle of **35°09'41"**, and chord bearing **N 60°18'16" W** a distance of **700.76 feet** to a point for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, N 82°12'47" W, continuing along said north line of said Eastlake Boulevard, a distance of **175.61 feet** to a point, at the beginning of a curve to the left;

THENCE, departing said north line of said Eastlake Boulevard, over and across said Hunt Communities Holdings, L.P. tract, the following four (4) courses and distances;

1. along said curve to the left, an arc distance of **48.96 feet**, a radius of **30.01 feet**, a central angle of **93°28'49"**, and chord bearing **N 40°17'58" W** a distance of **43.71 feet** to a point at the beginning of a curve to the right;
2. along said curve to the right, an arc distance of **285.02 feet**, a radius of **1416.00 feet**, a central angle of **11°31'58"**, and chord bearing **N 11°06'37" E** a distance of **284.54 feet** to a point for the northwest corner of the herein described tract;

3. **S 72°59'29" E**, for a distance of **210.33** feet to a point for the northeast corner of the herein described tract, at the beginning of a curve to the left;
4. along said curve to the left, an arc distance of **280.01 feet**, a radius of **1566044.13 feet**, a central angle of **00°00'37"**, and chord bearing **S 11°03'22" W** a distance of **280.01** feet to the **POINT OF BEGINNING** and containing **1.453** acres of land.

BEARING BASIS

THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN U.S. SURVEY FEET. THE BEARINGS SHOWN ARE GRID. A COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

SURVEYORS NOTE

THE CONSTRUCTION/LOCATION OF SURVEY BOUNDARIES AND CORNERS, WAS BASED UPON THE PRESCRIBED, ACCEPTED METHOD OF USING THE ORIGINAL OR PERPETUATED CORNER MONUMENTS FOUND AT THE NORTHWEST CORNER OF SECTION NO. 42, BLOCK 78, TOWNSHIP 3, (2-IN IRON PIPE FOUND) AND THE NORTHWEST CORNER OF SECTION NO. 18, BLOCK 80, TOWNSHIP 2, (BRASS ARMY DISK ON CONCRETE MONUMENT RECOGNIZED AS THE SURVEY CORNER) AS A BASELINE RUNNING DIAGONALLY (N 42°38'01" W, 32,405.40 VARAS ~ 90,014.99 FEET) ACROSS THE SURVEYS AS RUN BY PAUL MCCOMBS IN 1883; THE NORTH-SOUTH AND EAST-WEST SURVEY LINES ARE ORIENTED 45-DEGREES OFF THIS BASELINE AND RUN FROM FOUND, ACCEPTED SURVEY CORNERS MONUMENTS ALONG OR NEAR THE BASELINE, OR FROM PRORATED SURVEY CORNER POSTIONS ALONG THE BASELINE AT MISSING CORNERS.

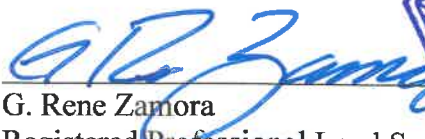
THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

KNOW ALL MEN BY THESE PRESENTS:

That I, G. Rene Zamora, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during May, 2019 under my direction and supervision.

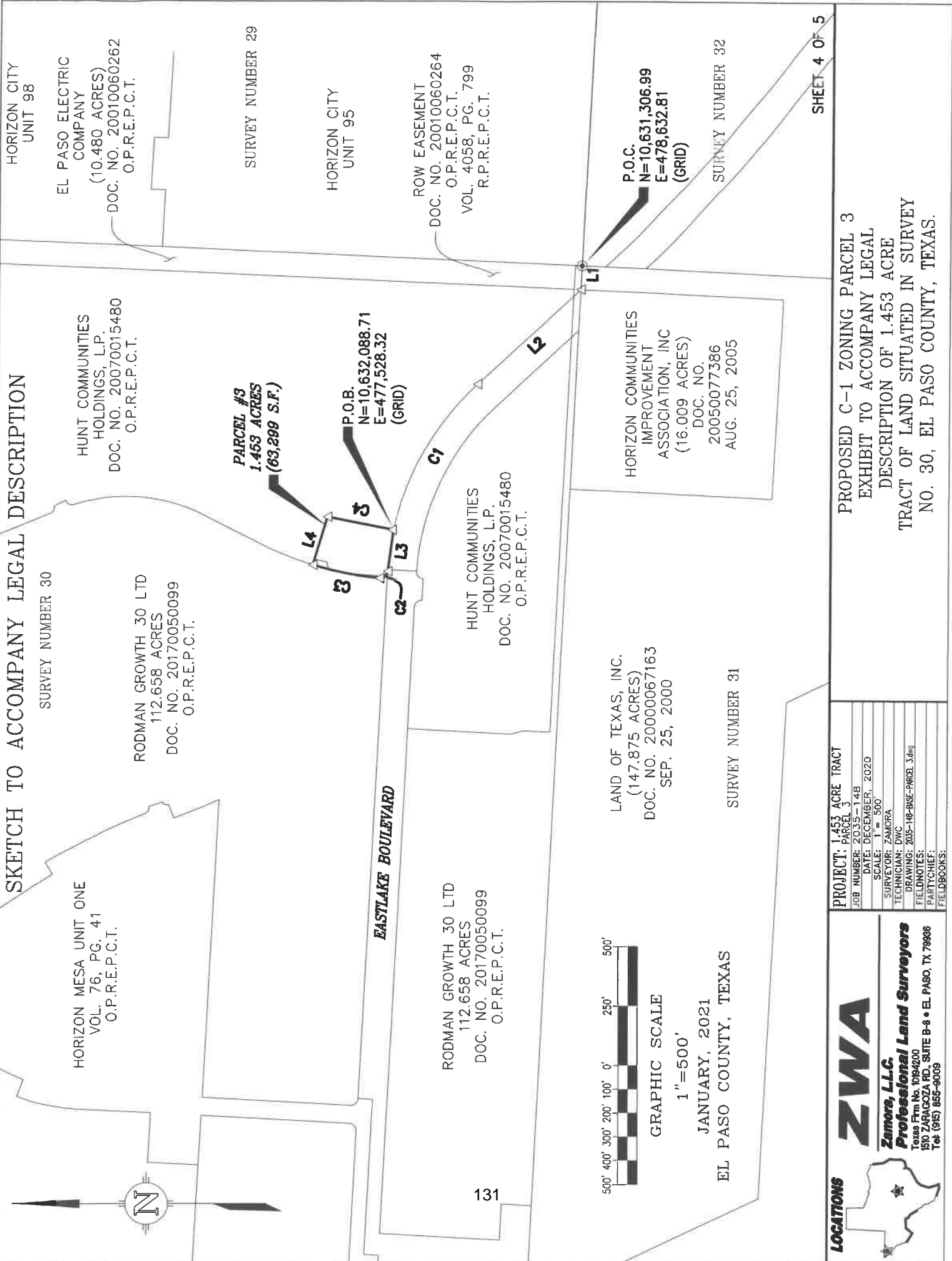
WITNESS MY HAND AND SEAL at El Paso, El Paso County, Texas this the 13th day of January, 2021, A.D.

Zamora, L.L.C. dba "ZWA"
1510 Zaragoza Road, Suite B-8
El Paso, TX 79936
Firm No. 10194200


G. Rene Zamora
Registered Professional Land Surveyor
No. 5682 – State of Texas



SKETCH TO ACCOMPANY LEGAL DESCRIPTION



HORIZON CITY UNIT 98
EL PASO ELECTRIC COMPANY
(10.480 ACRES)
DOC. NO. 20010060262
O.P.R.E.P.C.T.

SURVEY NUMBER 29

HORIZON CITY UNIT 95

ROW EASEMENT
DOC. NO. 20010060264
O.P.R.E.P.C.T.
VOL. 4058, PG. 799
R.P.R.E.P.C.T.

P.O.C.
N=10,631,306.99
E=478,632.81
(GRID)

SURVEY NUMBER 32

SHEET 4 OF 5

HUNT COMMUNITIES HOLDINGS, L.P.
DOC. NO. 20070015480
O.P.R.E.P.C.T.

PARCEL #3
1.453 ACRES
(63,299 S.F.)

P.O.B.
N=10,632,088.71
E=477,528.32
(GRID)

HORIZON COMMUNITIES IMPROVEMENT ASSOCIATION, INC
(16,009 ACRES)
DOC. NO. 20050077386
AUG. 25, 2005

HUNT COMMUNITIES HOLDINGS, L.P.
DOC. NO. 20070015480
O.P.R.E.P.C.T.

SURVEY NUMBER 30

RODMAN GROWTH 30 LTD
112.658 ACRES
DOC. NO. 20170050099
O.P.R.E.P.C.T.

LAND OF TEXAS, INC.
(147,875 ACRES)
DOC. NO. 20000067163
SEP. 25, 2000

SURVEY NUMBER 31

EASTLAKE BOULEVARD

RODMAN GROWTH 30 LTD
112.658 ACRES
DOC. NO. 20170050099
O.P.R.E.P.C.T.



GRAPHIC SCALE

1" = 500'

JANUARY, 2021
EL PASO COUNTY, TEXAS

PROPOSED C-1 ZONING PARCEL 3
EXHIBIT TO ACCOMPANY LEGAL
DESCRIPTION OF 1.453 ACRE
TRACT OF LAND SITUATED IN SURVEY
NO. 30, EL PASO COUNTY, TEXAS.

PROJECT: 1.453 ACRE TRACT	
JOB NUMBER: 2035-148	DATE: DECEMBER, 2020
SCALE: 1" = 500'	
SURVEYOR: ZAMORA	
TECHNICIAN: DMC	
FIELD NOTES: 2035-148-903E-PARCEL 3.dwg	
PARTY CHIEF:	
FIELD BOOKS:	

LOCATIONS

ZWA
Zamora, LLC.
Professional Land Surveyors
Texas Firm No. 1094200
1510 ZARAGOZA RD., SUITE B-8 • EL PASO, TX 79906
Tel (915) 855-9009

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGEND:

- 5/8" IRON ROD FOUND W/CAP "ZWA"
(UNLESS NOTED)
- 5/8" IRON ROD SET W/CAP "ZWA"
- ⊙ 3/4" IRON PIPE FOUND
(UNLESS NOTED)
- △ CALCULATED POINT

P.R.E.P.C.T. PLAT RECORDS EL PASO COUNTY, TEXAS

O.P.R.E.P.C.T. OFFICIAL PUBLIC RECORDS EL PASO COUNTY, TEXAS

DOC. NO. DOCUMENT NUMBER
 POB POINT OF BEGINNING
 VOL. VOLUME
 PG. PAGE

NOTE:

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

META DATA:

ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011) (EPOCH 2010.00).

I, G. RENE ZAMORA, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

G. Rene Zamora
 G. RENE ZAMORA
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5682



CURVE TABLE				
CURVE	LENGTH	DELTA	RADIUS	CHORD
C1	711.87'	35°09'41"	1160.00'	700.76'
C2	48.96'	93°28'49"	30.01'	43.71'
C3	285.02'	11°31'58"	1416.00'	284.54'
C4	280.01'	0°00'37"	1566044.13'	280.01'

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N87°04'12"W	99.00'
L2	N42°43'25"W	584.97'
L3	N82°12'47"W	175.61'
L4	S72°59'29"E	210.33'

PROJECT: 1.453 ACRE TRACT
JOB NUMBER: PARCEL 3
DATE: DECEMBER, 2020
SCALE: 1" = 500'
SURVEYOR: ZAMORA
TECHNICIAN: DMC
DRAWING: 2005-146-905E-PARCEL 3.dwg
FIELDNOTES:
PARTYCHIEF:
FIELDBOOKS:

LOCATIONS

ZWA

Zamora, L.L.C.
Professional Land Surveyors
 Texas Firm No. 1094200
 1510 ZARAGOZA RD., SUITE B-8 • EL PASO, TX 79906
 Tel (915) 855-9008

PROPOSED C-1 ZONING PARCEL 3
 EXHIBIT TO ACCOMPANY LEGAL
 DESCRIPTION OF 1.453 ACRE
 TRACT OF LAND SITUATED IN SURVEY
 NO. 30, EL PASO COUNTY, TEXAS.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A ZONING CHANGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF HORIZON CITY, TEXAS; REZONING ONE PARCEL FROM C-1 AND R-2 TO R-3; CONTAINING APPROXIMATELY 45.426 ACRES; BEING SITUATED IN SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS; SOUTH AND EAST OF THE INTERSECTION OF DESERT MIST DRIVE AND EASTLAKE BOULEVARD; AND AUTHORIZING THE NOTATION OF THE CHANGE ON THE OFFICIAL ZONING MAP OF THE TOWN; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; AND PROPER NOTICE AND HEARING.

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

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

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

WHEREAS, the Planning and Zoning Commission has recommended that the zoning on the parcel of property be rezoned to R-3, Residential; and

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

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

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

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

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

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

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

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

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

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

I. REZONING

The zoning be changed from C-1 (Commercial) and R-2 (Residential) to R-3 (Residential) within the meaning of the Zoning Ordinance contained in Chapter 14 on the Horizon City Municipal Code, for approximately 45.426 acres, more or less, and legally described by Metes and Bounds Description, Exhibit "A" attached hereto and by reference included herein.

II. ZONING MAP

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

III. FINDINGS OF FACT

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

IV. REPEALER

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

V. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with

jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

VI. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ___ day of _____, 2021, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the Town Council of Horizon City, Texas.


Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:



Theresa Cullen, Assistant City Attorney

First Reading: 09/14/2021
Second Reading: 10/12/2021

LEGAL DESCRIPTION

DESCRIPTION OF A 45.426 ACRE TRACT OF LAND SITUATED IN SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, BEING A PART OF THAT CERTAIN 112.658 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO RODMAN GROWTH 30 LTD. OF RECORD IN DOCUMENT NO. 20170050099, AND PART OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN A DEED TO HUNT COMMUNITIES HOLDINGS, L.P. OF RECORD IN DOCUMENT NO. 20070015480, OFFICIAL PUBLIC RECORDS, EL PASO COUNTY, TEXAS; SAID 45.426 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4 inch pipe found for the northeast corner of a 147.875 acre tract of land conveyed to Land of Texas, Inc., of record in Document No. 20000067163, Official Records, El Paso County, Texas, being also the southwest corner the Horizon City Unit 95, a subdivision of record in Book 21, Page 33, Plat Records, El Paso County, Texas;

THENCE N 87°04'12" W, with the north line of said 147.875 acre tract, for a distance of 99.00 feet to a point;

THENCE, N 87°04'12" W, continuing with the north line of said 147.875 acre tract, for a distance of 171.67 feet to a point for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

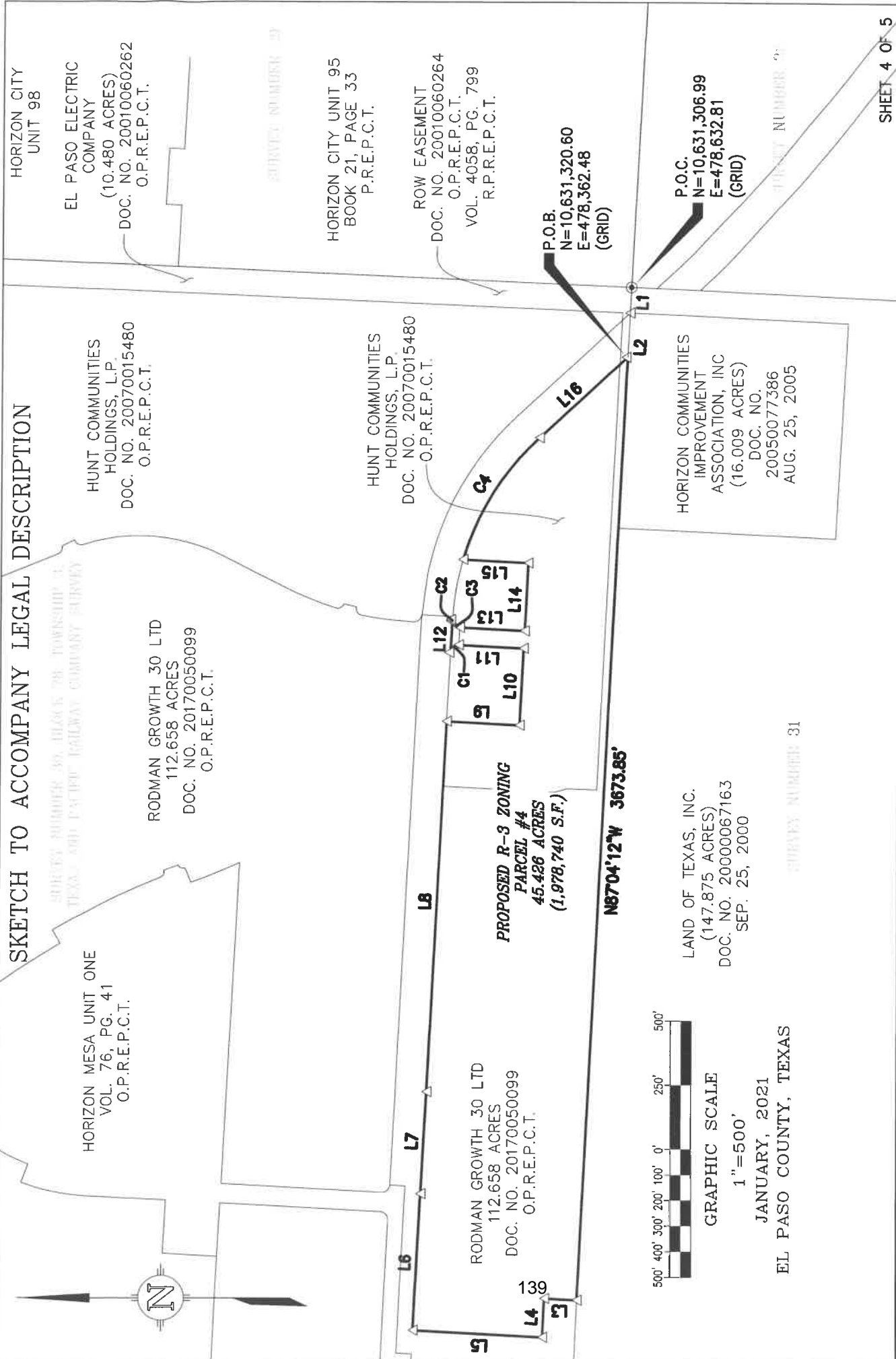
THENCE, N 87°04'12" W, continuing with the north line of said 147.875 acre tract, for a distance of **3673.85** feet to a point for the southwest corner of the herein described tract,

THENCE, departing the north line of said 147.875 acre tract, over and across said 112.658 acre tract, the following eighteen (18) courses and distances;

1. **N 03°01'26" E**, for a distance of **125.07** feet to an interior angle point on the west line of the herein described tract;
2. **N 86°46'35" W**, for a distance of **151.80** feet to an exterior angle point on the west line of the herein described tract;
3. **N 03°02'43" E**, for a distance of **496.38** feet to point for the northwest corner of the herein described tract;

4. **S 86°54'52" E**, for a distance of **534.26** feet to an angle point on the north line of the herein described tract;
5. **S 86°58'13" E**, for a distance of **398.07** feet to an angle point on the north line of the herein described tract;
6. **S 87°02'49" E**, for a distance of **1443.59** feet to an exterior angle point on the north line of the herein described tract;
7. **S 02°57'11" W**, for a distance of **280.00** feet to an interior angle point on the north line of the herein described tract;
8. **S 87°02'49" E**, for a distance of **299.00** feet to an interior angle point on the north line of the herein described tract;
9. **N 02°57'11" E**, for a distance of **250.61** feet to point at the beginning of a curve to the left;
10. along said curve to the left, an arc distance of **46.51 feet**, a radius of **30.01 feet**, a central angle of **88°47'58"**, and chord bearing **N 42°38'17" W** a distance of **41.99** feet to a point on the north line of the herein described tract;
11. **S 87°02'49" E**, for a distance of **122.47** feet to point at the beginning of a compound curve to the left;
12. along said compound curve to the left, an arc distance of **5.70 feet**, a radius of **1040.00 feet**, a central angle of **0°18'50"**, and chord bearing **S 86°53'24" E** a distance of **5.70** feet to a point;
13. continuing along said compound curve to the left, an arc distance of **47.29 feet**, a radius of **30.00 feet**, a central angle of **90°18'50"**, and chord bearing **S 48°06'36" W** a distance of **42.54** feet to a point at the end of said curve;
14. **S 02°57'11" W**, for a distance of **250.27** feet to an interior angle point on the north line of the herein described tract;
15. **S 87°02'49" E**, for a distance of **263.83** feet to an interior angle point on the north line of the herein described tract;
16. **N 02°57'11" E**, for a distance of **252.37** feet to an exterior angle point on the north line of the herein described tract, at the beginning of a curve to the right;
17. along said curve to the right, an arc distance of **563.00 feet**, a radius of **1040.00 feet**, a central angle of **31°01'01"**, and chord bearing **S 58°13'56" E** a distance of **556.15** feet to a point at the end of said curve;

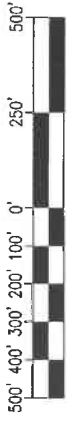
SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SURVEY NUMBER 31

SURVEY NUMBER 31

SHEET 4 OF 5



GRAPHIC SCALE
1"=500'

JANUARY, 2021
EL PASO COUNTY, TEXAS

PROJECT: 45.426 ACRE TRACT
JOB NUMBER: PARCEL 4
DATE: DECEMBER, 2020
SCALE: 1" = 500'
SURVEYOR: ZAMORA
TECHNICIAN: DMC
DRAWING: 2035-148-BISE-PARCEL 4.dwg
FIELD NOTES:
PARTY CHIEF:
FIELD BOOKS:

**PROPOSED R-3 ZONING, PARCEL 4
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF 45.426 ACRE
TRACT OF LAND SITUATED IN SURVEY NO. 30, BLOCK 78,
TOWNSHIP 3, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS,
EL PASO COUNTY, TEXAS.**

LOCATIONS

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 1094200
1510 ZAPAGOZA RD., SUITE B-8 • EL PASO, TX 79936
Tel (915) 855-9009

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGEND:

- 5/8" IRON ROD FOUND W/CAP "ZWA"
(UNLESS NOTED)
- 5/8" IRON ROD SET W/CAP "ZWA"
- ⊙ 3/4" GALVANIZED IRON PIPE FOUND
(UNLESS NOTED)
- △ CALCULATED POINT

P.R.E.P.C.T. PLAT RECORDS EL PASO COUNTY, TEXAS

O.P.R.E.P.C.T. OFFICIAL PUBLIC RECORDS EL PASO COUNTY, TEXAS

DOC. NO. DOCUMENT NUMBER
 POB POINT OF BEGINNING
 VOL. VOLUME
 PG. PAGE

CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD
C1	46.51'	88°47'58"	30.01'	N42°38'17"W	41.99'
C2	5.70'	0°18'50"	1040.00'	S86°53'24"E	5.70'
C3	47.29'	90°18'50"	30.00'	S48°06'36"W	42.54'
C4	563.00'	31°01'01"	1040.00'	S58°13'56"E	556.15'

LINE	DIRECTION	DISTANCE
L1	N87°04'12"W	99.00'
L2	N87°04'12"W	171.67'
L3	N03°01'26"E	125.07'
L4	N86°46'35"W	151.80'
L5	N03°02'43"E	496.38'
L6	S86°54'52"E	534.26'
L7	S86°58'13"E	398.07'
L8	S87°02'49"E	1443.59'
L9	S02°57'11"W	280.00'
L10	S87°02'49"E	299.00'
L11	N02°57'11"E	250.61'
L12	S87°02'49"E	122.47'
L13	S02°57'11"W	250.27'
L14	S87°02'49"E	263.83'
L15	N02°57'11"E	252.37'
L16	S42°43'25"E	462.20'

NOTE:

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

META DATA:

ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011) (EPOCH 2010.00).

I, G. RENE ZAMORA, DO HEREBY CERTIFY THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

G. Rene Zamora
 G. RENE ZAMORA
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5682



LOCATIONS



ZWA

Zamora, L.L.C.
Professional Land Surveyors
 Texas Firm No. 10194200
 510 ZARAGOZA RD., SUITE B-8 • EL PASO, TX 79906
 Tel (915) 855-9009

PROJECT: 45.426 ACRES
 JOB NUMBER: PARCEL 4
 DATE: DECEMBER, 2020
 SCALE: 1" = 500'
 SURVEYOR: ZAMORA
 TECHNICIAN: DMC
 DRAWING: 205-1B-RISE-PARCEL 4.dwg
 FIELD NOTES:
 PARTY CHECK:
 FIELDBOOKS:

PROPOSED R-3 ZONING, PARCEL 4,
 EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
 OF 45.426 ACRE TRACT OF LAND SITUATED IN SURVEY NO. 30, BLOCK 78,
 TOWNSHIP 3, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS,
 EL PASO COUNTY, TEXAS.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A ZONING CHANGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF HORIZON CITY, TEXAS; REZONING ONE PARCEL FROM R-2 TO C-1; CONTAINING APPROXIMATELY 1.918 ACRES; BEING SITUATED IN SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS; EAST OF THE INTERSECTION OF DESERT MIST DRIVE AND EASTLAKE BOULEVARD; AND AUTHORIZING THE NOTATION OF THE CHANGE ON THE OFFICIAL ZONING MAP OF THE TOWN; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; AND PROPER NOTICE AND HEARING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. REZONING

The zoning be changed from R-2 (Residential) to C-1 (Commercial) within the meaning of the Zoning Ordinance contained in Chapter 14 on the Horizon City Municipal Code, for approximately 1.918 acres, more or less, and legally described by Metes and Bounds Description, Exhibit "A" attached hereto and by reference included herein.

II. ZONING MAP

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

III. FINDINGS OF FACT

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

IV. REPEALER

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

V. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with

jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

VI. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ___ day of _____, 2021, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the Town Council of Horizon City, Texas.

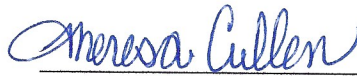
Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:



Theresa Cullen, Assistant City Attorney

First Reading: 09/14/2021
Second Reading: 10/12/2021

LEGAL DESCRIPTION

DESCRIPTION OF A 1.918 ACRE TRACT OF LAND SITUATED IN SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, BEING A PART OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN A DEED TO HUNT COMMUNITIES HOLDINGS, L.P. OF RECORD IN DOCUMENT NO. 20070015480, OFFICIAL PUBLIC RECORDS, EL PASO COUNTY, TEXAS; SAID 1.918 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4 inch pipe found for the northeast corner of a 147.875 acre tract conveyed to Land of Texas, Inc., of record in Document No. 20000067163, Official Records, El Paso County, Texas, being also the southeast corner of that certain 112.658 acre tract of land conveyed to Rodman Growth 30, Ltd., of record in Document No. 2017005009, Official Public Records, El Paso County, Texas;

THENCE N 87°04'12" W, with the north line of said 147.875 acre tract, being also the south line of said Rodman Growth 30, Ltd. tract, for a distance of 99.00 feet to a point;

THENCE, N 87°04'12" W, with said north line of said 147.875 acre tract, being also the south line of Eastlake Boulevard, a variable width right of way, for a distance of 171.67 feet to a point;

THENCE, N 42°43'25" W, continuing along said south line of said Eastlake Boulevard, for a distance of 462.20 feet to a point at the beginning of a curve to the right;

THENCE, continuing along said south line of said Eastlake Boulevard, along said curve to the right, an arc distance of 563.00 feet, a radius of 1040.00 feet, a central angle of 31°01'01", and chord bearing N 58°13'56" W a distance of 556.15 feet to a point at the beginning of a curve to the right;

THENCE, continuing along said south line of said Eastlake Boulevard, along said curve to the right, an arc distance of 241.53 feet, a radius of 1040.00 feet, a central angle of 13°18'23", and chord bearing N 80°23'38" W a distance of 240.99 feet to a point; at the beginning of a curve to the left;

THENCE, departing said south line of said Eastlake Boulevard, over and across said Hunt Communities Holdings, L.P. tract, the following two (2) courses and distances;

1. along said curve to the left, an arc distance of 47.29 feet, a radius of 30.00 feet, a central angle of 90°18'50", and chord bearing S 48°06'36" W a distance of 42.54 feet to a point at the beginning of a curve to the right;

2. N 87°02'49" W, for a distance of 63.79, to a point on the east line and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said Hunt Communities Holdings, L.P. tract, the following three (3) courses and distances;

1. **S 02°57'11" W**, for a distance of **250.61** feet to a point for the southeast corner of the herein described tract;
2. **N 87°02'49" W**, for a distance of **299.00** feet to a point for the southwest corner of the herein described tract;
3. **N 02°57'11" E**, for a distance of **280.00** feet to a point on said south line of said Eastlake Boulevard, for the northwest corner of the herein described tract;

THENCE, **S 87°02'49" E**, with said south line of said Eastlake Boulevard for a distance of **269.00** feet to a point at the beginning of a curve to the right;

THENCE, along said curve to the right, an arc distance of **46.51 feet**, a radius of **30.01 feet**, a central angle of **88°47'58"**, and chord bearing **S 42°38'17" E** a distance of **41.99** feet to the **POINT OF BEGINNING** and containing **1.918** acres of land.

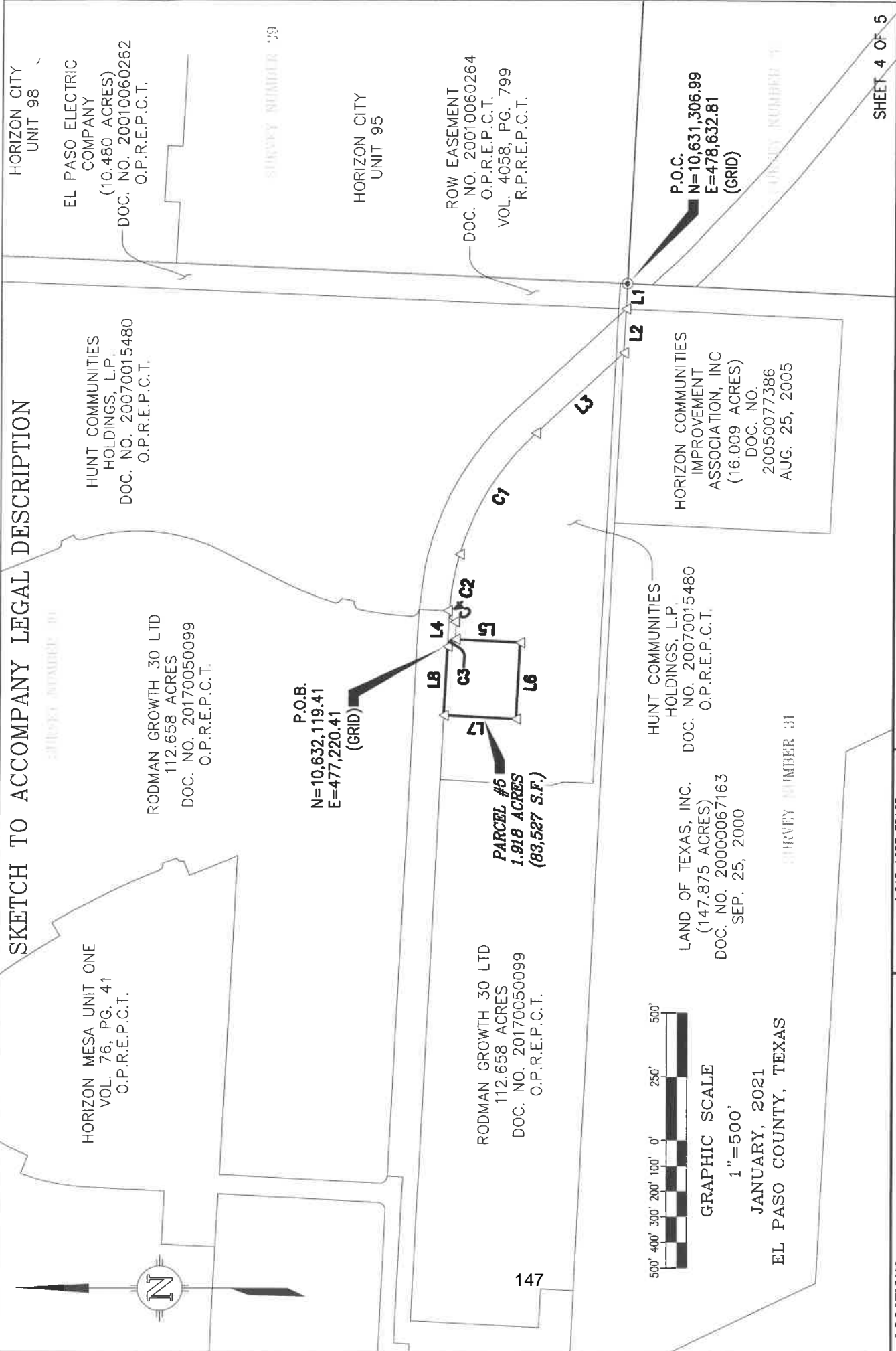
BEARING BASIS

THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN U.S. SURVEY FEET. THE BEARINGS SHOWN ARE GRID. A COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

SURVEYORS NOTE

THE CONSTRUCTION/LOCATION OF SURVEY BOUNDARIES AND CORNERS, WAS BASED UPON THE PRESCRIBED, ACCEPTED METHOD OF USING THE ORIGINAL OR PERPETUATED CORNER MONUMENTS FOUND AT THE NORTHWEST CORNER OF SECTION NO. 42, BLOCK 78, TOWNSHIP 3, (2-IN IRON PIPE FOUND) AND THE NORTHWEST CORNER OF SECTION NO. 18, BLOCK 80, TOWNSHIP 2, (BRASS ARMY DISK ON CONCRETE MONUMENT RECOGNIZED AS THE SURVEY CORNER) AS A BASELINE RUNNING DIAGONALLY (N 42°38'01" W, 32,405.40 VARAS ~ 90,014.99 FEET) ACROSS THE SURVEYS AS RUN BY PAUL MCCOMBS IN 1883; THE NORTH-SOUTH AND EAST-WEST SURVEY LINES ARE ORIENTED 45-DEGREES OFF THIS BASELINE AND RUN FROM FOUND, ACCEPTED SURVEY CORNERS MONUMENTS ALONG OR NEAR THE BASELINE, OR FROM PRORATED SURVEY CORNER POSTIONS ALONG THE BASELINE AT MISSING CORNERS.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SURVEY NUMBER 39

SURVEY NUMBER 31

SHEET 4 OF 5

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF 1.918 ACRE TRACT OF LAND SITUATED IN SURVEY NO. 30, EL PASO COUNTY, TEXAS.

HORIZON MESA UNIT ONE
VOL. 76, PG. 41
O.P.R.E.P.C.T.

HUNT COMMUNITIES HOLDINGS, L.P.
DOC. NO. 20070015480
O.P.R.E.P.C.T.

RODMAN GROWTH 30 LTD
112.658 ACRES
DOC. NO. 20170050099
O.P.R.E.P.C.T.

P.O.B.
N=10,632,119.41
E=477,220.41
(GRID)

RODMAN GROWTH 30 LTD
112.658 ACRES
DOC. NO. 20170050099
O.P.R.E.P.C.T.

PARCEL #5
1.918 ACRES
(83,527 S.F.)

ROW EASEMENT
DOC. NO. 20010060264
O.P.R.E.P.C.T.
VOL. 4058, PG. 799
R.P.R.E.P.C.T.

P.O.C.
N=10,631,306.99
E=478,632.81
(GRID)

HUNT COMMUNITIES HOLDINGS, L.P.
DOC. NO. 20070015480
O.P.R.E.P.C.T.

HORIZON COMMUNITIES IMPROVEMENT ASSOCIATION, INC
(16.009 ACRES)
DOC. NO. 20050077386
AUG. 25, 2005

LAND OF TEXAS, INC.
(147.875 ACRES)
DOC. NO. 20000067163
SEP. 25, 2000



GRAPHIC SCALE
1" = 500'

JANUARY, 2021
EL PASO COUNTY, TEXAS

PROJECT: 1.918 ACRE TRACT	
JOB NUMBER:	2035-148
DATE:	DECEMBER, 2020
SCALE:	1" = 500'
SURVEYOR:	ZAMORA
TECHNICIAN:	DWC
DRAWING:	2035-148-INSE-PARCEL 5.dwg
FIELD NOTES:	
PARTY CHIEF:	
FIELD BOOKS:	

LOCATIONS

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 1084200
1510 ZARAGOZA RD. SUITE B-8 • EL PASO, TX 79936
Tel (915) 855-9009

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGEND:

- 5/8" IRON ROD FOUND W/CAP "ZWA"
(UNLESS NOTED)
- 5/8" IRON ROD SET W/CAP "ZWA"
- ⊙ 3/4" IRON PIPE FOUND
(UNLESS NOTED)
- △ CALCULATED POINT

P.R.E.P.C.T. PLAT RECORDS EL PASO COUNTY, TEXAS

O.P.R.E.P.C.T. OFFICIAL PUBLIC RECORDS EL PASO COUNTY, TEXAS

DOC. NO. DOCUMENT NUMBER
 POB POINT OF BEGINNING
 VOL. VOLUME
 PG. PAGE

NOTE:

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

META DATA:

ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011) (EPOCH 2010.00).

I, G. RENE ZAMORA, DO HEREBY CERTIFY THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.


 G. RENE ZAMORA
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 5682



CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD
C1	563.00'	31°01'01"	1040.00'	N58°13'56"W	556.15'
C2	241.53'	13°18'23"	1040.00'	N80°23'38"W	240.99'
C3	46.51'	88°47'58"	30.01'	S42°38'17"E	41.99'
C4	47.29'	90°18'50"	30.00'	S48°06'36"W	42.54'

LINE	DIRECTION	DISTANCE
L1	N87°04'12"W	99.00'
L2	N87°04'12"W	171.67'
L3	N42°43'25"W	462.20'
L4	N87°02'49"W	63.79'
L5	S02°57'11"W	250.61'
L6	N87°02'49"W	299.00'
L7	N02°57'11"E	280.00'
L8	S87°02'49"E	269.00'

LOCATIONS



ZWA

Zamora, LLC.
Professional Land Surveyors
 Texas Firm No. 1094200
 1510 ZAPARAGOZA RD., SUITE B-8 • EL PASO, TX 79986
 Tel (915) 855-9009

PROJECT: 1.918 ACRE TRACT
 JOB NUMBER: PARCEL 5
 JOB NUMBER: 2035-148
 DATE: DECEMBER, 2020
 SCALE: 1" = 500'
 SURVEYOR: ZAMORA
 TECHNICIAN: DMC
 DRAWING: 2035-148-BASE-PARCEL 5.dwg
 FIELD NOTES:
 PARTY CHIEF:
 FIELD BOOKS:

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF 1.918 ACRE TRACT OF LAND SITUATED IN SURVEY NO. 30, EL PASO COUNTY, TEXAS.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A ZONING CHANGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF HORIZON CITY, TEXAS; REZONING ONE PARCEL FROM R-2 TO C-1; CONTAINING APPROXIMATELY 1.642 ACRES; BEING SITUATED IN SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS; EAST OF THE INTERSECTION OF DESERT MIST DRIVE AND EASTLAKE BOULEVARD; AND AUTHORIZING THE NOTATION OF THE CHANGE ON THE OFFICIAL ZONING MAP OF THE TOWN; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; AND PROPER NOTICE AND HEARING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. REZONING

The zoning be changed from R-2 (Residential) to C-1 (Commercial) within the meaning of the Zoning Ordinance contained in Chapter 14 on the Horizon City Municipal Code, for approximately 1.642 acres, more or less, and legally described by Metes and Bounds Description, Exhibit "A" attached hereto and by reference included herein.

II. ZONING MAP

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

III. FINDINGS OF FACT

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

IV. REPEALER

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

V. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with

jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

VI. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ___ day of _____, 2021, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the Town Council of Horizon City, Texas.

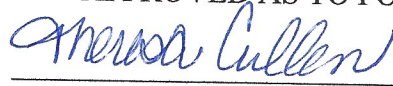
Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:



Theresa Cullen, Assistant City Attorney

First Reading: 09/14/2021
Second Reading: 10/12/2021

LEGAL DESCRIPTION

DESCRIPTION OF A 1.642 ACRE TRACT OF LAND SITUATED IN SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, BEING A PART OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN A DEED TO HUNT COMMUNITIES HOLDINGS, L.P. OF RECORD IN DOCUMENT NO. 20070015480, OFFICIAL PUBLIC RECORDS, EL PASO COUNTY, TEXAS; SAID 1.642 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4 inch pipe found for the northeast corner of a 147.875 acre tract conveyed to Land of Texas, Inc., of record in Document No. 20000067163, Official Records, El Paso County, Texas, being also the southeast corner of that certain 112.658 acre tract of land conveyed to Rodman Growth 30, Ltd., of record in Document No. 2017005009, Official Public Records, El Paso County, Texas;

THENCE N 87°04'12" W, with the north line of said 147.875 acre tract, being also the south line of said Rodman Growth 30, Ltd. tract, for a distance of 99.00 feet to a point;

THENCE, N 87°04'12" W, with said north line of said 147.875 acre tract, being also the south line of Eastlake Boulevard, a variable width right of way, for a distance of 171.67 feet to a point;

THENCE, N 42°43'25" W, continuing along said south line of said Eastlake Boulevard, for a distance of 462.20 feet to a point at the beginning of a curve to the right;

THENCE, continuing along said south line of said Eastlake Boulevard, along said curve to the right, an arc distance of 563.00 feet, a radius of 1040.00 feet, a central angle of 31°01'01", and chord bearing N 58°13'56" W a distance of 556.15 feet to a point for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing the south line of said Eastlake Boulevard, over and across that certain tract of land conveyed to Hunt Communities Holdings, L.P. of record in Document No. 20070015480, Official Public Records, El Paso County, Texas, the following five (5) courses and distances;

1. **S 02°57'11" W**, for a distance of **252.37** feet to a point for the southeast corner of the herein described tract;

2. **N 87°02'49" W**, for a distance of **263.83** feet to a point for the southwest corner of the herein described tract;
3. **N 02°57'11" E**, for a distance of **250.27** feet to a point at the beginning of a curve to the right;
4. along said curve to the right, an arc distance of **47.29 feet**, a radius of **30.00 feet**, a central angle of **90°18'50"**, and chord bearing **N 48°06'36" E** a distance of **42.54** feet to a point at the beginning of a curve to the right;
5. along said curve to the right, an arc distance of **235.83 feet**, a radius of **1040.00 feet**, a central angle of **12°59'33"**, and chord bearing **S 80°14'13" E** a distance of **235.33** feet to the **POINT OF BEGINNING** and containing **1.642** acres of land.

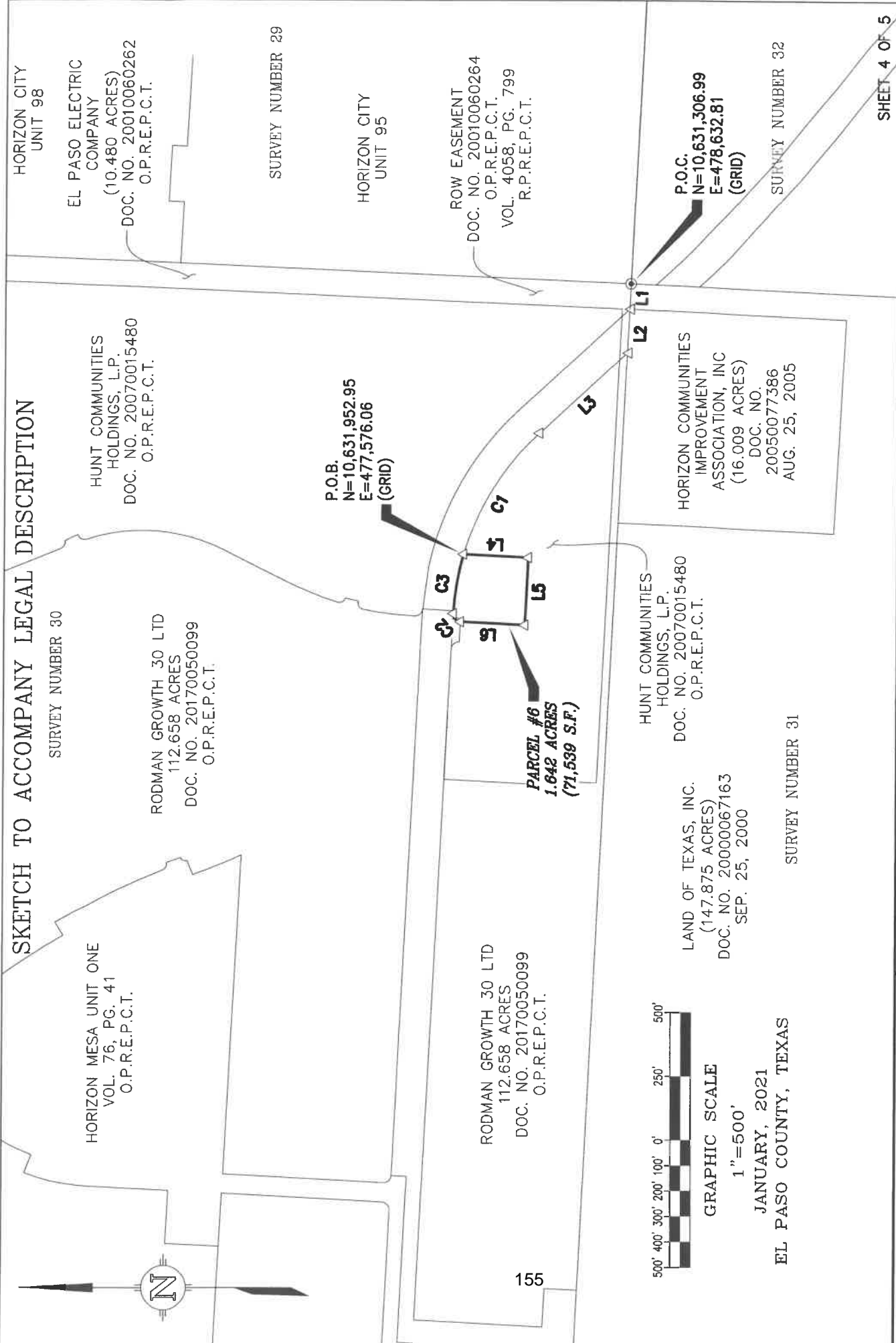
BEARING BASIS

THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN U.S. SURVEY FEET. THE BEARINGS SHOWN ARE GRID. A COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

SURVEYORS NOTE

THE CONSTRUCTION/LOCATION OF SURVEY BOUNDARIES AND CORNERS, WAS BASED UPON THE PRESCRIBED, ACCEPTED METHOD OF USING THE ORIGINAL OR PERPETUATED CORNER MONUMENTS FOUND AT THE NORTHWEST CORNER OF SECTION NO. 42, BLOCK 78, TOWNSHIP 3, (2-IN IRON PIPE FOUND) AND THE NORTHWEST CORNER OF SECTION NO. 18, BLOCK 80, TOWNSHIP 2, (BRASS ARMY DISK ON CONCRETE MONUMENT RECOGNIZED AS THE SURVEY CORNER) AS A BASELINE RUNNING DIAGONALLY (N 42°38'01" W, 32,405.40 VARAS ~ 90,014.99 FEET) ACROSS THE SURVEYS AS RUN BY PAUL MCCOMBS IN 1883; THE NORTH-SOUTH AND EAST-WEST SURVEY LINES ARE ORIENTED 45-DEGREES OFF THIS BASELINE AND RUN FROM FOUND, ACCEPTED SURVEY CORNERS MONUMENTS ALONG OR NEAR THE BASELINE, OR FROM PRORATED SURVEY CORNER POSTIONS ALONG THE BASELINE AT MISSING CORNERS.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SHEET 4 OF 5

PROPOSED C-1 ZONING PARCEL 6
 EXHIBIT TO ACCOMPANY LEGAL
 DESCRIPTION OF 1.642 ACRE
 TRACT OF LAND SITUATED IN SURVEY
 NO. 30, EL PASO COUNTY, TEXAS.

PROJECT: 1.642 ACRE TRACT	
JOB NUMBER: 2035-148	PARCEL 6
DATE: DECEMBER, 2020	
SCALE: 1" = 500'	
SURVEYOR: ZAMORA	
TECHNICIAN: DWG	
DRAWING: 2035-148-PARCEL 6.dwg	
FIELDNOTES:	
PARTYCHIEF:	
FIELDBOOKS:	

LOCATIONS

ZWA
Zamora, LLC.
Professional Land Surveyors
 Texas Fm No. 1094200
 1510 ZARAGOZA RD., SUITE B-8 • EL PASO, TX 79963
 Tel: (915) 855-9009



GRAPHIC SCALE

1"=500'

JANUARY, 2021
 EL PASO COUNTY, TEXAS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGEND:

- 5/8" IRON ROD FOUND W/CAP "ZWA"
(UNLESS NOTED)
- 5/8" IRON ROD SET W/CAP "ZWA"
- ⊙ 3/4" IRON PIPE FOUND
(UNLESS NOTED)
- △ CALCULATED POINT

P.R.E.P.C.T. PLAT RECORDS EL PASO COUNTY, TEXAS

O.P.R.E.P.C.T. OFFICIAL PUBLIC RECORDS EL PASO COUNTY, TEXAS

DOC. NO. DOCUMENT NUMBER

POB POINT OF BEGINNING

VOL. VOLUME

PG. PAGE


NOTE:

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

META DATA:

ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011) (EPOCH 2010.00).

I, G. RENE ZAMORA, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.


G. RENE ZAMORA
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5682



CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD
C1	563.00'	31°01'01"	1040.00'	N58°13'56"W	556.15'
C2	47.29'	90°18'50"	30.00'	N48°06'36"E	42.54'
C3	235.83'	12°59'33"	1040.00'	S80°14'13"E	235.33'

LINE	DIRECTION	DISTANCE
L1	N87°04'12"W	99.00'
L2	N87°04'12"W	171.67'
L3	N42°43'25"W	462.20'
L4	S02°57'11"W	252.37'
L5	N87°02'49"W	263.83'
L6	N02°57'11"E	250.27'

LOCATIONS



ZWA

Zamora, LLC.
Professional Land Surveyors
Texas Firm No. 1094200
1500 ZARAGOZA RD., SUITE B-8 • EL PASO, TX 79968
Tel: (915) 855-9009

PROJECT: 1.642 ACRE TRACT
JOB NUMBER: 2035-148
DATE: DECEMBER, 2020
SCALE: 1" = 500'
SURVEYOR: ZAMORA
TECHNICIAN: DMC
DRAWING: 2035-148-BASE-PARCEL 6.dwg
FIELD NOTES:
PARTY CHIEF:
FIELD BOOKS:

PROPOSED C-1 ZONING PARCEL 6
EXHIBIT TO ACCOMPANY LEGAL
DESCRIPTION OF 1.642 ACRE
TRACT OF LAND SITUATED IN SURVEY
NO. 30, EL PASO COUNTY, TEXAS.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A ZONING CHANGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF HORIZON CITY, TEXAS; REZONING ONE PARCEL FROM R-2 TO R-3; CONTAINING APPROXIMATELY 185.716 ACRES; BEING SITUATED IN SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS; NORTH AND WEST OF THE INTERSECTION OF EASTLAKE BOULEVARD AND HORIZON BOULEVARD (FM 1281); AND AUTHORIZING THE NOTATION OF THE CHANGE ON THE OFFICIAL ZONING MAP OF THE TOWN; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; AND PROPER NOTICE AND HEARING.

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

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

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

WHEREAS, the Planning and Zoning Commission has recommended that the zoning on the parcel of property be rezoned to R-3, Residential; and

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

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

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

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

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

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

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

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

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

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

I. REZONING

The zoning be changed from R-2 (Residential) to R-3 (Residential) within the meaning of the Zoning Ordinance contained in Chapter 14 on the Horizon City Municipal Code, for approximately 185.716 acres, more or less, and legally described by Metes and Bounds Description, Exhibit "A" attached hereto and by reference included herein.

II. ZONING MAP

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

III. FINDINGS OF FACT

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

IV. REPEALER

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

V. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with

jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

VI. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ___ day of _____, 2021, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the Town Council of Horizon City, Texas.

Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:



Theresa Cullen, Assistant City Attorney

First Reading: 09/14/2021
Second Reading: 10/12/2021

LEGAL DESCRIPTION

DESCRIPTION OF A 185.716 ACRE TRACT OF LAND SITUATED IN SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, BEING A PART OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN A DEED TO HORIZON BLUFF GROWTH 32, OF RECORD IN DOCUMENT NUMBER 20000087353, OFFICIAL PUBLIC RECORDS, EL PASO COUNTY, TEXAS; SAID 185.716 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4 inch pipe found for the northeast corner of a 147.875 acre tract conveyed to Land of Texas, Inc., of record in Document No. 20000067163, Official Records, El Paso County, Texas, being also the northwest corner of the remaining 0.0774 acres of that certain 227.6496 acre tract of land conveyed to Colony Partners East, LP, of record in Document No. 20010013820. Official Public Records, El Paso County, Texas;

THENCE S 02°28'46" W, with the east line of said 147.875 acre tract, for a distance of 266.84 feet to a point on the south line of Eastlake Boulevard, a variable width right of way and being the north corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing along said south line of said Eastlake Boulevard, over and across said Horizon Bluff Growth 32 tract, the following nineteen (19) courses and distances;

1. **S 42°43'25" E**, for a distance of **7.90 feet** to a point at the beginning of a curve to the left;
2. along said curve to the left, an arc distance of **140.53 feet**, a radius of **1560.00 feet**, a central angle of **05°09'41"**, and chord bearing **S 45°18'16" E** a distance of **140.48 feet** to a point;
3. **S 47°53'06" E**, for a distance of **372.24 feet** to a point, at the beginning of a curve to the left;
4. along said curve to the left, an arc distance of **101.25 feet**, a radius of **1560.00 feet**, a central angle of **03°43'08"**, and chord bearing **S 49°44'40" E** a distance of **101.24 feet** to a point;
5. **S 51°36'14" E**, for a distance of **488.79 feet** to a point at the beginning of a curve to the right;
6. along said curve to the right, an arc distance of **69.74 feet**, a radius of **1440.00 feet**, a central angle of **02°46'29"**, and chord bearing **S 50°13'00" E** a distance of **69.73 feet** to a point;

7. **S 48°49'45" E**, for a distance of **1131.38 feet** to a point at the beginning of a curve to the right;
8. along said curve to the right, an arc distance of **942.55 feet**, a radius of **1040.00 feet**, a central angle of **51°55'37"**, and chord bearing **S 22°51'57" E** a distance of **910.62 feet** to a point;
9. **S 03°05'52" W**, for a distance of **465.69 feet** to a point at the beginning of a curve to the left;
10. along said curve to the left, an arc distance of **512.75 feet**, a radius of **4060.00 feet**, a central angle of **07°14'10"**, and chord bearing **S 00°31'13" E** a distance of **512.41 feet** to a point;
11. **S 04°08'18" E**, for a distance of **598.71 feet** to a point at the beginning of a curve to the right;
12. along said curve to the right, an arc distance of **448.34 feet**, a radius of **1439.74 feet**, a central angle of **17°50'31"**, and chord bearing **S 04°46'50" W** a distance of **446.53 feet** to a point;
13. **S 13°42'06" W**, for a distance of **142.04 feet** to a point at the beginning of a curve to the left;
14. along said curve to the left, an arc distance of **111.76 feet**, a radius of **1960.46 feet**, a central angle of **03°15'58"**, and chord bearing **S 12°04'00" W** a distance of **111.74 feet** to a point for the southeast corner of the herein described tract;
15. **N 87°02'46" W**, departing said west line of said Eastlake Boulevard, a distance of **1835.41 feet** to a point, for an interior angle point on the south line of the herein described tract;
16. **S 02°57'14" W**, for a distance of **345.48 feet** to a point for an exterior angle point on the south line of the herein described tract;
17. **N 87°03'28" W**, for a distance of **238.95 feet** to a point for the southwest corner of the herein described tract;
18. **N 02°29'28" E**, for a distance of **591.24 feet** to a point for an interior angle point on the west line of the herein described tract;
19. **N 25°43'37" W**, for a distance of **317.63 feet** to a point on the east line of said 147.875 acre tract, being also a point on the west line of the herein described tract;

THENCE, N 02°28'46" E, continuing with the east line of said 147.875 acre tract, for a distance of **260.66 feet** to a point on the west line of the herein described tract;

THENCE, N 02°28'46" E, continuing with the east line of said 147.875 acre tract, for a distance of **3722.94 feet** to the **POINT OF BEGINNING** and containing **185.716** acres of land.

BEARING BASIS

THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN U.S. SURVEY FEET. THE BEARINGS SHOWN ARE GRID. A COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

SURVEYORS NOTE

THE CONSTRUCTION/LOCATION OF SURVEY BOUNDARIES AND CORNERS, WAS BASED UPON THE PRESCRIBED, ACCEPTED METHOD OF USING THE ORIGINAL OR PERPETUATED CORNER MONUMENTS FOUND AT THE NORTHWEST CORNER OF SECTION NO. 42, BLOCK 78, TOWNSHIP 3, (2-IN IRON PIPE FOUND) AND THE NORTHWEST CORNER OF SECTION NO. 18, BLOCK 80, TOWNSHIP 2, (BRASS ARMY DISK ON CONCRETE MONUMENT RECOGNIZED AS THE SURVEY CORNER) AS A BASELINE RUNNING DIAGONALLY (N 42°38'01" W, 32,405.40 VARAS ~ 90,014.99 FEET) ACROSS THE SURVEYS AS RUN BY PAUL MCCOMBS IN 1883; THE NORTH-SOUTH AND EAST-WEST SURVEY LINES ARE ORIENTED 45-DEGREES OFF THIS BASELINE AND RUN FROM FOUND, ACCEPTED SURVEY CORNERS MONUMENTS ALONG OR NEAR THE BASELINE, OR FROM PRORATED SURVEY CORNER POSTIONS ALONG THE BASELINE AT MISSING CORNERS.

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

KNOW ALL MEN BY THESE PRESENTS:

That I, G. Rene Zamora, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during May, 2019 under my direction and supervision.

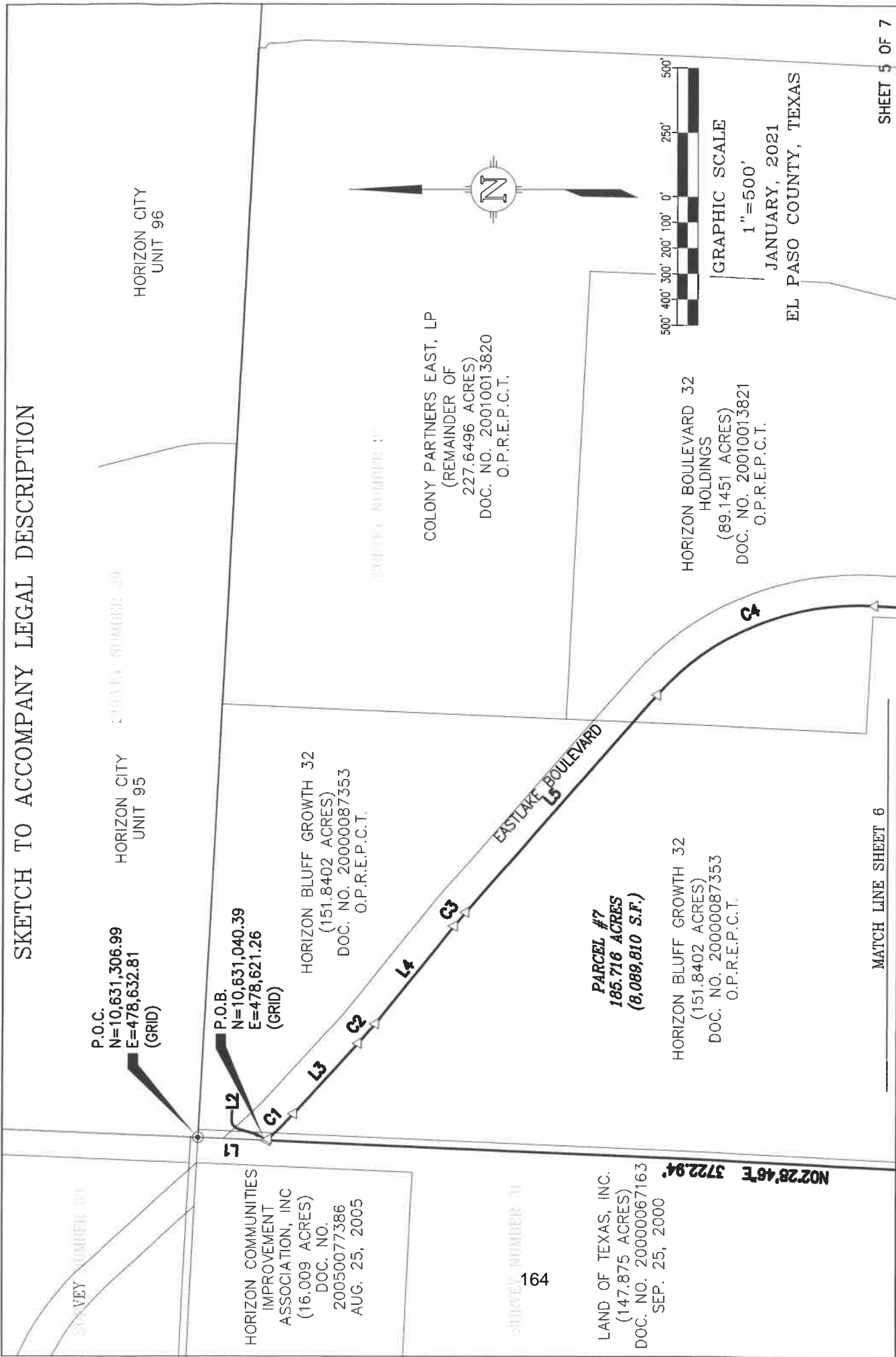
WITNESS MY HAND AND SEAL at El Paso, El Paso County, Texas this the 13th day of January, 2021, A.D.

Zamora, L.L.C. dba "ZWA"
1510 Zaragoza Road, Suite B-8
El Paso, TX 79936
Firm No. 10194200


G. Rene Zamora
Registered Professional Land Surveyor
No. 5682 – State of Texas



SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SHEET 5 OF 7

PROPOSED R-3 ZONING PARCEL 7
 EXHIBIT TO ACCOMPANY LEGAL
 DESCRIPTION OF 185.716 ACRE
 TRACT OF LAND SITUATED IN SURVEY
 NO. 30, EL PASO COUNTY, TEXAS.

MATCH LINE SHEET 6

PROJECT:	185.716 ACRE TRACT
JOB NUMBER:	2035-148
DATE:	DECEMBER, 2020
SCALE:	1" = 500'
SURVEYOR:	ZAMORA
TECHNICIAN:	DWC
DRAWING:	2035-148-BASE-PARCEL 7.dwg
FIELD NOTES:	
PARTICHTIEF:	
FIELD BOOKS:	

LOCATIONS

ZWA
Zamora, L.L.C.
Professional Land Surveyors
 Texas Firm No. 1094200
 150 ZARAGOZA RD. SUITE B-8 • EL PASO, TX 79963
 Tel (915) 855-9008

SURVEY NUMBER 30

HORIZON CITY UNIT 95

HORIZON CITY UNIT 96

P.O.C.
 N=10,631,306.99
 E=478,632.81
 (GRID)

P.O.B.
 N=10,631,040.39
 E=478,621.26
 (GRID)

HORIZON COMMUNITIES
 IMPROVEMENT
 ASSOCIATION, INC
 (16.009 ACRES)
 DOC. NO.
 20050077386
 AUG. 25, 2005

SURVEY NUMBER 31

164

LAND OF TEXAS, INC.
 (147.875 ACRES)
 DOC. NO. 20000067163
 SEP. 25, 2000

PARCEL #7
185.716 ACRES
(8,089,810 S.F.)

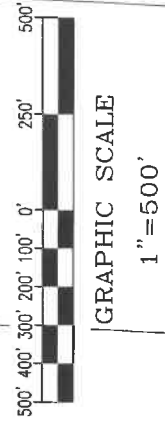
NO. 2846E 3722.94'

HORIZON BLUFF GROWTH 32
 (151.8402 ACRES)
 DOC. NO. 20000087353
 O.P.R.E.P.C.T.

HORIZON BLUFF GROWTH 32
 (151.8402 ACRES)
 DOC. NO. 20000087353
 O.P.R.E.P.C.T.

COLONY PARTNERS EAST, LP
 (REMAINDER OF
 227.6496 ACRES)
 DOC. NO. 20010013820
 O.P.R.E.P.C.T.

HORIZON BOULEVARD 32
 HOLDINGS
 (89.1451 ACRES)
 DOC. NO. 20010013821
 O.P.R.E.P.C.T.



GRAPHIC SCALE
 1" = 500'

JANUARY, 2021
 EL PASO COUNTY, TEXAS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MATCH LINE SHEET 5

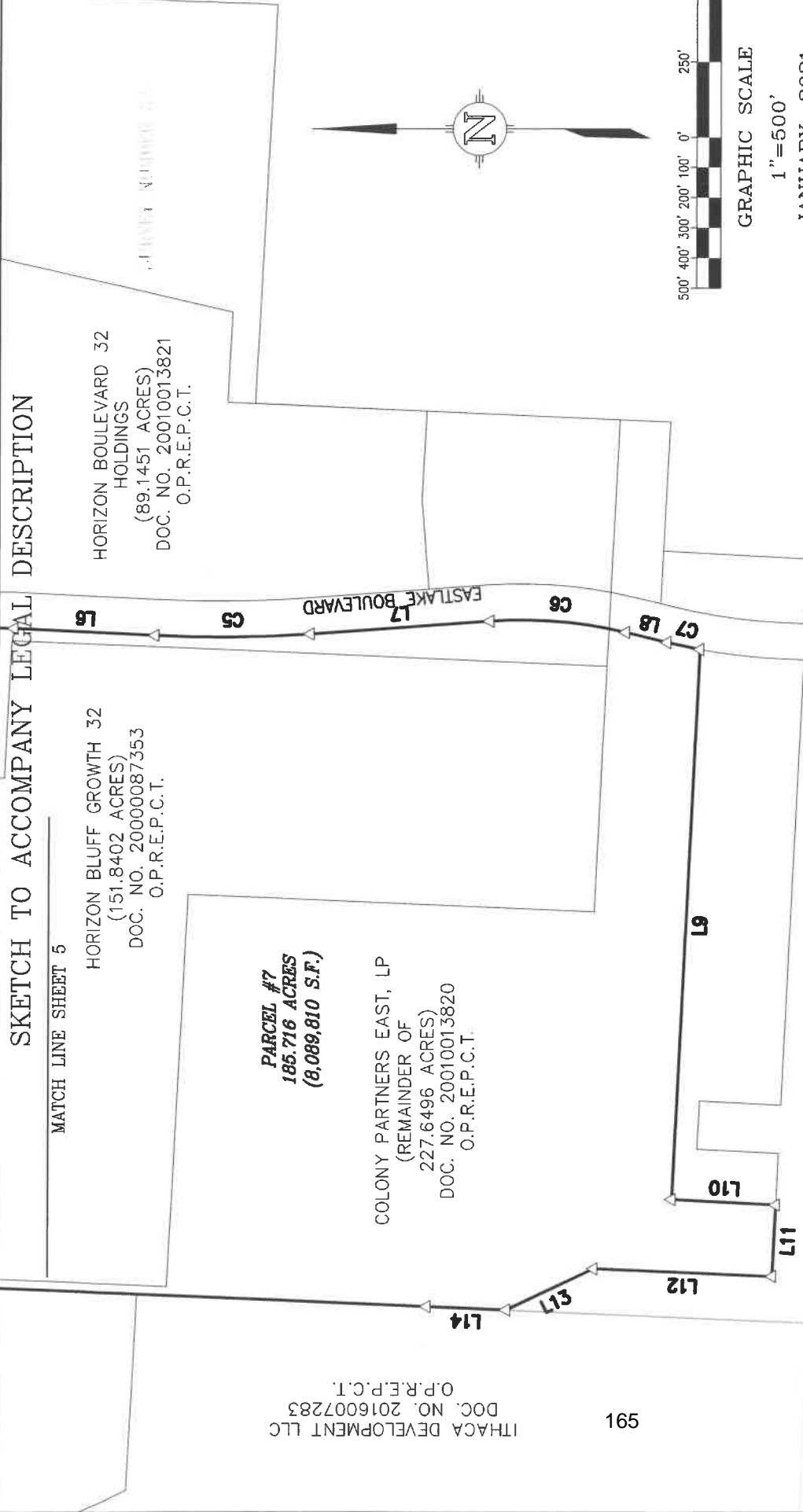
HORIZON BLUFF GROWTH 32
(151.8402 ACRES)
DOC. NO. 20000087353
O.P.R.E.P.C.T.

PARCEL #7
185.716 ACRES
(8,089,810 S.F.)

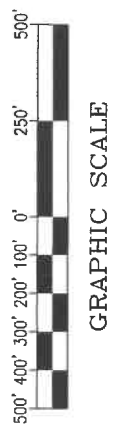
COLONY PARTNERS EAST, LP
(REMAINDER OF
227.6496 ACRES)
DOC. NO. 20010013820
O.P.R.E.P.C.T.

ITHACA DEVELOPMENT LLC
DOC. NO. 2016007283
O.P.R.E.P.C.T.

HORIZON BOULEVARD 32
HOLDINGS
(89.1451 ACRES)
DOC. NO. 20010013821
O.P.R.E.P.C.T.



HUNT HORIZON
CROSSING 2 LP
DOC. NO. 20070100990
O.P.R.E.P.C.T.



JANUARY, 2021
EL PASO COUNTY, TEXAS

PROJECT: 185.716 ACRE TRACT	
JOB NUMBER: 2035-148	
DATE: DECEMBER, 2020	
SCALE: 1" = 500'	
SURVEYOR: ZAMORA	
TECHNICIAN: DMC	
DRAWING: 2035-148-RSE-PARCEL 7.dwg	
FIELD NOTES:	
PARTY CHIEF:	
FIELD BOOKS:	

LOCATIONS

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 0094200
1510 ZARAGOZA RD, SUITE B-8 • EL PASO, TX 79963
Tel: (915) 855-9009

PROPOSED R-3 ZONING PARCEL 7
EXHIBIT TO ACCOMPANY LEGAL
DESCRIPTION OF 185.716 ACRE
TRACT OF LAND SITUATED IN SURVEY
NO. 30, EL PASO COUNTY, TEXAS.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD
C1	140.53'	5°09'41"	1560.00'	S45°18'16"E	140.48'
C2	101.25'	3°43'08"	1560.00'	S49°44'40"E	101.24'
C3	69.74'	2°46'29"	1440.00'	S50°13'00"E	69.73'
C4	942.55'	51°55'37"	10400.00'	S22°51'57"E	910.62'
C5	512.75'	7°14'10"	4060.00'	S00°31'13"E	512.41'
C6	448.34'	17°50'31"	1439.74'	S04°46'50"W	446.53'
C7	111.76'	3°15'58"	1960.46'	S12°04'00"W	111.74'

CURVE TABLE

LINE	DIRECTION	DISTANCE
L1	S02°28'46"W	266.84'
L2	S42°43'25"E	7.90'
L3	S47°53'06"E	372.24'
L4	S51°36'14"E	488.79'
L5	S48°49'45"E	1131.38'
L6	S03°05'52"W	465.69'
L7	S04°08'18"E	598.71'
L8	S13°42'06"W	142.04'
L9	N87°02'46"W	1835.41'
L10	S02°57'14"W	345.48'
L11	N87°03'28"W	238.95'
L12	N02°29'28"E	591.24'
L13	N25°43'37"W	317.63'
L14	N02°28'46"E	260.66'

LEGEND:

- 5/8" IRON ROD FOUND W/CAP "ZWA" (UNLESS NOTED)
- 5/8" IRON ROD SET W/CAP "ZWA"
- ⊙ 1" GALVANIZED IRON PIPE FOUND (UNLESS NOTED)
- △ CALCULATED POINT

P.R.E.P.C.T. PLAT RECORDS EL PASO COUNTY, TEXAS

O.P.R.E.P.C.T. OFFICIAL PUBLIC RECORDS EL PASO COUNTY, TEXAS

DOC. NO. DOCUMENT NUMBER

POB POINT OF BEGINNING

VOL. VOLUME

Pg. PAGE

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

META DATA:
ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011) (EPOCH 2010.00).

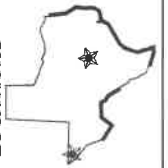
I, G. RENE ZAMORA, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

G. Rene Zamora
G. RENE ZAMORA

REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5682



LOCATIONS



ZWA

Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 10194200
1510 ZARAGOZA RD., SUITE B-8 • EL PASO, TX 79963
Tel: (915) 855-9039

PROJECT: 185.716 ACRE TRACT
JOB NUMBER: PARCEL 7
DATE: DECEMBER, 2020
SCALE: 1" = 500'
SURVEYOR: ZAMORA
TECHNICIAN: DVC
DRAWING: 2035-148-BSE-PARCEL 7.dwg
FIELD NOTES:
PARTY CHIEF:
FIELD BOOKS:

PROPOSED R-3 ZONING PARCEL 7
EXHIBIT TO ACCOMPANY LEGAL
DESCRIPTION OF 185.716 ACRE
TRACT OF LAND SITUATED IN SURVEY
NO. 32, EL PASO COUNTY, TEXAS.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A ZONING CHANGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF HORIZON CITY, TEXAS; REZONING ONE PARCEL FROM R-2 TO C-2; CONTAINING APPROXIMATELY 13.451 ACRES; BEING SITUATED IN SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS; WEST OF THE INTERSECTION OF EASTLAKE BOULEVARD AND HORIZON BOULEVARD (FM 1281); AND AUTHORIZING THE NOTATION OF THE CHANGE ON THE OFFICIAL ZONING MAP OF THE TOWN; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; AND PROPER NOTICE AND HEARING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. REZONING

The zoning be changed from R-2 (Residential) to C-2 (Commercial) within the meaning of the Zoning Ordinance contained in Chapter 14 on the Horizon City Municipal Code, for approximately 13.451 acres, more or less, and legally described by Metes and Bounds Description, Exhibit "A" attached hereto and by reference included herein.

II. ZONING MAP

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

III. FINDINGS OF FACT

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

IV. REPEALER

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

V. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with

jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

VI. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ___ day of _____, 2021, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the Town Council of Horizon City, Texas.

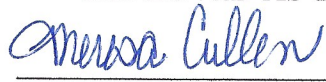
Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:



Theresa Cullen, Assistant City Attorney

First Reading: 09/14/2021
Second Reading: 10/12/2021

LEGAL DESCRIPTION

DESCRIPTION OF A 13.451 ACRE TRACT OF LAND SITUATED IN SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, BEING A PART OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN A DEED TO COLONY PARTNERS EAST, LP, OF RECORD IN DOCUMENT NUMBER 20010013820, OFFICIAL PUBLIC RECORDS, EL PASO COUNTY, TEXAS; SAID 185.716 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4 inch pipe found for the northeast corner of a 147.875 acre tract conveyed to Land of Texas, Inc., of record in Document No. 20000067163, Official Records, El Paso County, Texas, being also the northwest corner of said Colony Partners East, LP;

THENCE, S 02°28'46" W, with the east line of said 147.875 acre tract, for a distance of 266.84 feet to a point on the west line of said Colony Partners East, LP tract;

THENCE, S 02°28'46" W, continuing with the east line of said 147.875 acre tract, for a distance of 3722.94 feet to a point on the west line of said Colony Partners East, LP tract;

THENCE, S 02°28'46" W, continuing with the west line of said Colony Partners East, LP tract, for a distance of 260.66 feet to a point;

THENCE, departing the west line of said Colony Partners East, LP tract, over and across said Colony Partners East, LP tract, the following three (3) courses and distances;

1. S 25°43'37" E, continuing with the west line of said Colony Partners East, LP tract, for a distance of 317.63 feet to a point;
2. S 02°29'28" W, continuing with the west line of said Colony Partners East, LP tract, for a distance of 591.24 feet to a point for an interior angle point on the north line of Horizon Boulevard, a variable width right of way;
3. S 87°03'28" E, continuing with the west line of said Colony Partners East, LP tract, for a distance of 238.95 feet to a point for the southwest corner and **POINT OF BEGINNING** of the herein described tract and being on the south lie of said Horizon Boulevard;

THENCE, continuing over and across said Colony Partners East, LP tract, the following two (2) courses and distances;

1. **N 02°57'14" E**, for a distance of **345.48 feet** to a point for the northwest corner of the herein described tract;
2. **S 87°02'46" E**, a distance of **1835.41 feet** to a point, on the west line of said Eastlake Boulevard, for the northeast corner the herein described tract, at the beginning of a curve to the left;

THENCE, continuing with the west line of said Eastlake Boulevard, along said curve to the left, an arc distance of **256.11 feet**, a radius of **1960.00 feet**, a central angle of **07°29'12"**, and chord bearing **S 06°41'24" W** a distance of **255.92 feet** to a point at the end of said curve;

THENCE, **S 02°56'48" W**, continuing with said west line of said Eastlake Boulevard, for a distance of **89.86 feet** to a point for the southeast corner of the herein described property;

THENCE, departing the west line of said Eastlake Boulevard, over and across said Colony Partners East, LP tract, and being on the north line of said Horizon Boulevard, the following six (6) courses and distances;

1. **N 87°03'11" W**, for a distance of **918.10 feet** to a point on the south line of the herein described tract;
2. **N 87°03'13" W**, for a distance of **567.10 feet** to a point for an exterior angle on the south line of the herein described tract;
3. **N 02°57'35" E**, departing the north line of said Horizon Boulevard, for a distance of **270.08 feet** to a point for an interior angle point on the south line of the herein described tract;
4. **N 87°02'25" W**, for a distance of **161.34 feet** to a point for an interior angle point on the south line of the herein described tract;
5. **S 02°57'35" W**, for a distance of **270.13 feet** to a point for an exterior angle point on the south line of the herein described tract and being on the north line of said Horizon Boulevard;
6. **N 87°03'28" W**, for a distance of **172.20 feet** to the **POINT OF BEGINNING** and containing **13.451 acres** of land.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SURVEY NUMBER 00

P.O.C.
N=10,631,306.99
E=478,632.81
(GRID)

HORIZON CITY
UNIT 95

SURVEY NUMBER 29

HORIZON CITY
UNIT 96

HORIZON COMMUNITIES
IMPROVEMENT
ASSOCIATION, INC
(16.009 ACRES)
DOC. NO.
20050077386
AUG. 25, 2005

HORIZON BLUFF GROWTH 32
(151.8402 ACRES)
DOC. NO. 20000087353
O.P.R.E.P.C.T.

SURVEY NUMBER 32, BLOCK 78, TOWNSHIP 3,
TEXAS PACIFIC RAILROAD COMPANY SURVEYS

COLONY PARTNERS EAST, LP
(REMAINDER OF
227.6496 ACRES)
DOC. NO. 20010013820
O.P.R.E.P.C.T.

SURVEY NUMBER 71
173

LAND OF TEXAS, INC.
(147.875 ACRES)
DOC. NO. 20000067163
SEP. 25, 2000

S02°28'46"W 3722.94'

HORIZON BLUFF GROWTH 32
(151.8402 ACRES)
DOC. NO. 20000087353
O.P.R.E.P.C.T.

HORIZON BOULEVARD 32
HOLDINGS
(89.1451 ACRES)
DOC. NO. 20010013821
O.P.R.E.P.C.T.



GRAPHIC SCALE
1"=500'

JANUARY, 2021
EL PASO COUNTY, TEXAS

MATCH LINE SHEET 6

SHEET 4 OF 6

LOCATIONS



ZWA

Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 10194200
150 ZARAGOZA RD., SUITE B-8 • EL PASO, TX 79963
Tel (915) 855-9009

PROJECT: 13.451 ACRE TRACT
JOB NUMBER: 2035-148
DATE: DECEMBER, 2020
SCALE: 1" = 500'
SURVEYOR: ZAMORA
TECHNICIAN: DVC
DRAWING: 2035-148-BISE-PARCEL 8.dwg
FIELD NOTES:
PARTY CHIEF:
FIELD BOOKS:

PROPOSED C-2 ZONING PARCEL 8
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF 13.451 ACRE
TRACT OF LAND SITUATED IN SURVEY NO. 32, BLOCK 78, TOWNSHIP 3,
TEXAS PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGEND:

- 5/8" IRON ROD FOUND W/CAP "ZWA"
(UNLESS NOTED)
- 5/8" IRON ROD SET W/CAP "ZWA"
- ⊙ 1" GALVANIZED IRON PIPE FOUND
(UNLESS NOTED)
- △ CALCULATED POINT

P.R.E.P.C.T. PLAT RECORDS EL PASO COUNTY, TEXAS

O.P.R.E.P.C.T. OFFICIAL PUBLIC RECORDS EL PASO COUNTY, TEXAS

DOC. NO. DOCUMENT NUMBER

POB POINT OF BEGINNING

VOL. VOLUME

PG. PAGE


NOTE:

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

META DATA:

ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011) (EPOCH 2010.00).

I, G. RENE ZAMORA, DO HEREBY CERTIFY THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.


G. RENE ZAMORA
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5682



CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD
C1	256.11'	7°29'12"	1960.00'	S06°41'24"W	255.92'

LINE	DIRECTION	DISTANCE
L1	S02°28'46"W	266.84'
L2	S02°28'46"W	260.66'
L3	S25°43'37"E	317.63'
L4	S02°29'28"W	591.24'
L5	S87°03'28"E	238.95'
L6	N02°57'14"E	345.48'
L7	S02°56'48"W	89.86'
L8	N87°03'11"W	918.10'
L9	N87°03'13"W	567.10'
L10	N02°57'35"E	270.08'
L11	N87°02'25"W	161.34'
L12	S02°57'35"W	270.13'
L13	N87°03'28"W	172.20'

LOCATIONS



ZWA

Zamora, L.L.G.
Professional Land Surveyors
Texas Firm No. 1094200
1510 ZARAGOZA RD., SUITE B-8 • EL PASO, TX 79963
Tel: (915) 855-9008

PROJECT: 13.451 ACRE TRACT
JOB NUMBER: PARCEL 8
DATE: DECEMBER, 2020
SCALE: 1" = 500'
SURVEYOR: ZAMORA
TECHNICIAN: DMC
DRAWING: 2025-118-BISE-PARCEL 8.dwg
FIELD NOTES:
PARTY CHIEF:
FIELD BOOKS:

PROPOSED C-2, PARCEL 8

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF 13.451 ACRE TRACT OF LAND SITUATED IN SURVEY NO. 32, BLOCK 78, TOWNSHIP 3, TEXAS PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A ZONING CHANGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF HORIZON CITY, TEXAS; REZONING ONE PARCEL FROM R-2 TO R-3; CONTAINING APPROXIMATELY 212.581 ACRES; BEING SITUATED IN SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS; NORTH AND EAST OF THE INTERSECTION OF EASTLAKE BOULEVARD AND HORIZON BOULEVARD (FM 1281); AND AUTHORIZING THE NOTATION OF THE CHANGE ON THE OFFICIAL ZONING MAP OF THE TOWN; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; AND PROPER NOTICE AND HEARING.

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

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

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

WHEREAS, the Planning and Zoning Commission has recommended that the zoning on the parcel of property be rezoned to R-3, Residential; and

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

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

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

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

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

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

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

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

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

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

I. REZONING

The zoning be changed from R-2 (Residential) to R-3 (Residential) within the meaning of the Zoning Ordinance contained in Chapter 14 on the Horizon City Municipal Code, for approximately 212.581 acres, more or less, and legally described by Metes and Bounds Description, Exhibit "A" attached hereto and by reference included herein.

II. ZONING MAP

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

III. FINDINGS OF FACT

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

IV. REPEALER

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

V. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with

jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

VI. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ___ day of _____, 2021, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the Town Council of Horizon City, Texas.

Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:



Theresa Cullen, Assistant City Attorney

First Reading: 09/14/2021
Second Reading: 10/12/2021

LEGAL DESCRIPTION

DESCRIPTION OF A 212.581 ACRE TRACT OF LAND SITUATED IN SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, BEING A PART OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN A DEED TO COLONY PARTNERS EAST, LP, OF RECORD IN DOCUMENT NUMBER 20010013820, BEING ALSO OUT OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN A DEED TO HORIZON BLUFF GROWTH 32, OF RECORD IN DOCUMENT NUMBER 20000087353, AND BEING OUT OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN A DEED TO HORIZON BOULEVARD 32 HOLDINGS, OF RECORD IN DOCUMENT NUMBER 20010013821, OFFICIAL PUBLIC RECORDS, EL PASO COUNTY, TEXAS; SAID 212.581 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/4 inch pipe found for the northeast corner of a 147.875 acre tract conveyed to Land of Texas, Inc., of record in Document No. 20000067163, Official Records, El Paso County, Texas, being also the northwest corner of Colony Partners East, LP, and being the northwest corner of the herein described tract;

THENCE, S 87°04'04" E, with the north line of said Colony Partners East, LP tract, and the north line of said Horizon Bluff Growth 32 tract, for a distance of **4263.90 feet** to a point at the northeast corner of said Colony Partners East, LP tract, being also the northwest corner of Desert Breeze Subdivision Unit 2, a subdivision of record in Document Number 2006009122, Official Public Records, El Paso County, Texas;

THENCE, S 02°56'19" W, continuing with the east line of said Colony Partners East, LP tract, for a distance of **30.00 feet** to a point on the west line of said Desert Breeze Subdivision Unit 2, being also a point on the east line of the herein described tract, at the beginning of a curve to the right;

THENCE, along a curve to the right, an arc distance of **31.06 feet**, a radius of **20.00 feet**, a central angle of **88°59'13"**, and chord bearing **S 42°34'07" E** a distance of **28.03 feet** to a point at the end of said curve, for a compound curve to the right;

THENCE, along said compound curve to the right, an arc distance of **90.99 feet**, a radius of **330.00 feet**, a central angle of **15°47'51"**, and chord bearing **S 04°57'36" E** a distance of **90.70 feet** to a point at the end of said curve and at the beginning of a compound curve to the right;

THENCE, along said compound curve to the right, an arc distance of **64.30 feet**, a radius of **240.00 feet**, a central angle of **15°21'03"**, and chord bearing **S 05°11'00" E** a distance of **64.11 feet** to a point at the end of said curve;

THENCE, S 02°29'32" W, continuing with said east line of said Colony Partners East, LP tract, being also the west line of said Desert Breeze Subdivision Unit 2, for a distance of **1391.62 feet** to a point on the east line of the herein described property;

THENCE, S 02°29'32" W, continuing with said east line of said Colony Partners East, LP tract, being also the west line of said Desert Breeze Subdivision Unit 2, for a distance of **1668.11 feet** to a point for the most northerly southeast corner of the herein described property;

THENCE, N 87°30'53" W, along the south line of said Colony Partners East, LP tract, being also the north line of Desert Breeze Subdivision Unit 1, a subdivision of record in Document Number 2005002255, Official Public Records, El Paso County, Texas, for a distance of **123.77 feet** to a point on the south line of the herein described property;

THENCE, N 86°58'35" W, along said south line of said Colony Partners East, LP tract, being also the north line of Desert Breeze Subdivision Unit 1, for a distance of **1200.23 feet** to a point for an interior angle point on the south line of the herein described property;

THENCE, S 02°32'17" W, along said south line of said Colony Partners East, LP tract, being also the west line of Desert Breeze Subdivision Unit 1, for a distance of **571.87 feet** to a point for an exterior angle point on the south line of the herein described property;

THENCE, N 86°58'35" W, along said south line of said Colony Partners East, LP tract, being also the north line of Desert Breeze Subdivision Unit 1, for a distance of **294.70 feet** to an angle point on the south line of the herein described property;

THENCE, S 85°37'17" W, along said south line of said Colony Partners East, LP tract, for a distance of **297.82 feet** to a point on the east line of Eastlake Boulevard, for the southwest corner of the herein described property;

THENCE, continuing along said east line of said Eastlake Boulevard, being also the west line of said Colony Partners East, LP tract, the following fifteen (15) courses and distances;

1. **N 04°08'18" W**, for a distance of **403.82 feet** to a point;
2. along a curve to the right, an arc distance of **183.81 feet**, a radius of **3940.00 feet**, a central angle of **02°40'23"**, and chord bearing **N 02°48'07" W** a distance of **183.79 feet** to a point at the end of said curve;
3. along a curve to the right, an arc distance of **173.75 feet**, a radius of **4191.36 feet**, a central angle of **02°22'30"**, and chord bearing **N 00°12'07" W** a distance of **173.73 feet** to a point at the end of said curve;
4. along a curve to the right, an arc distance of **140.04 feet**, a radius of **3940.00 feet**, a central angle of **02°02'11"**, and chord bearing **N 02°04'46" E** a distance of **140.03 feet** to a point at the end of said curve;
5. **N 03°05'52" E**, a distance of **402.56 feet** to a point;

6. **N 03°05'52" E**, for a distance of **63.13 feet** to a point;
7. along a curve to the left, an arc distance of **1051.30 feet**, a radius of **1160.00 feet**, a central angle of **51°55'37"**, and chord bearing **N 22°51'57" W** a distance of **1015.69 feet** to a point at the end of said curve
8. **N 48°49'45" W**, a distance of **1131.38 feet** to a point;
9. along a curve to the left, an arc distance of **75.55 feet**, a radius of **1560.00 feet**, a central angle of **02°46'29"**, and chord bearing **N 50°13'00" W** a distance of **75.54 feet** to a point at the end of said curve;
10. **N 51°36'14" W**, for a distance of **488.79 feet** to a point;
11. along a curve to the left, an arc distance of **93.47 feet**, a radius of **1440.00 feet**, a central angle of **03°43'08"**, and chord bearing **N 49°44'40" W** a distance of **93.45 feet** to a point at the end of said curve;
12. **N 47°53'06" W**, for a distance of **372.24 feet** to a point;
13. along a curve to the right, an arc distance of **129.72 feet**, a radius of **1440.00 feet**, a central angle of **05°09'41"**, and chord bearing **N 45°18'16" W** a distance of **129.68 feet** to a point at the end of said curve;
14. **N 42°43'25" W**, for a distance of **127.05 feet** to a point;
15. **N 02°28'46" E**, for a distance of **97.52 feet** to the **POINT OF BEGINNING** and containing **212.581** acres of land.

BEARING BASIS

THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN U.S. SURVEY FEET. THE BEARINGS SHOWN ARE GRID. A COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

SURVEYORS NOTE

THE CONSTRUCTION/LOCATION OF SURVEY BOUNDARIES AND CORNERS, WAS BASED UPON THE PRESCRIBED, ACCEPTED METHOD OF USING THE ORIGINAL OR PERPETUATED CORNER MONUMENTS FOUND AT THE NORTHWEST CORNER OF SECTION NO. 42, BLOCK 78, TOWNSHIP 3, (2-IN IRON PIPE FOUND) AND THE NORTHWEST CORNER OF SECTION NO. 18, BLOCK 80, TOWNSHIP 2, (BRASS ARMY DISK ON CONCRETE MONUMENT RECOGNIZED AS THE SURVEY CORNER) AS A BASELINE RUNNING DIAGONALLY (N 42°38'01" W, 32,405.40 VARAS ~ 90,014.99 FEET) ACROSS THE SURVEYS AS RUN BY PAUL MCCOMBS IN 1883; THE NORTH-SOUTH AND EAST-WEST SURVEY LINES ARE ORIENTED 45-DEGREES OFF THIS BASELINE AND RUN FROM FOUND, ACCEPTED SURVEY CORNERS MONUMENTS ALONG OR NEAR THE BASELINE, OR FROM PRORATED SURVEY CORNER POSTIONS ALONG THE BASELINE AT MISSING CORNERS.

**THE STATE OF TEXAS §
§
COUNTY OF EL PASO §**

KNOW ALL MEN BY THESE PRESENTS:

That I, G. Rene Zamora, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during March, 2020 under my direction and supervision.

WITNESS MY HAND AND SEAL at El Paso, El Paso County, Texas this the 13th day of December, 2020, A.D.

Zamora, L.L.C. dba "ZWA"
1510 Zaragoza Road, Suite B-8
El Paso, TX 79936
Firm No. 10194200

G. Rene Zamora
Registered Professional Land Surveyor
No. 5682 – State of Texas



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

P.O.B.
N=10,631,306.99
E=478,632.81
(GRID)

HORIZON CITY
UNIT 95

TRAP NUMBER 30

HORIZON CITY
UNIT 96

S8704'04"E 4263.90'

HORIZON COMMUNITIES
IMPROVEMENT
ASSOCIATION, INC
(16.009 ACRES)
DOC. NO.
20050077386
AUG. 25, 2005

HORIZON BLUFF GROWTH 32
(151.8402 ACRES)
DOC. NO. 20000087353
O.P.R.E.P.C.T.

COLONY PARTNERS EAST, LP
(REMAINDER OF
227.6496 ACRES)
DOC. NO. 20010013820
O.P.R.E.P.C.T.

PROPOSED R-3 ZONING
PARCEL #9
212.581 ACRES
(9,260,029 S.F.)

DESERT BREEZE SUBDIVISION UNIT 2
DOC. NO. 2006009122
O.P.R.E.P.C.T.

HORIZON BLUFF GROWTH 32
(151.8402 ACRES)
DOC. NO. 20000087353
O.P.R.E.P.C.T.



GRAPHIC SCALE

1" = 500'

JANUARY, 2021
EL PASO COUNTY, TEXAS

MATCH LINE SHEET 8

SHEET 5 OF 7

PROJECT:	212.581 ACRE TRACT
JOB NUMBER:	2035-148
DATE:	DECEMBER, 2020
SCALE:	1" = 500'
SURVEYOR:	ZAMORA
TECHNICIAN:	DVC
DRAWING:	2035-148-BASE-PARCEL 9.dwg
FIELDNOTES:	
PARTYCHECK:	
FIELDBOOKS:	

LOCATIONS

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 1094200
1510 ZARAGOZA RD., SUITE B-8 • EL PASO, TX 79963
Tel: (915) 855-9009

PROPOSED R-3 ZONING, PARCEL 9, EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF 212.581 ACRE TRACT OF LAND SITUATED IN SURVEY NO. 32, BLOCK 78, TOWNSHIP 3, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS.

TRAP NUMBER: 31
183

LAND OF TEXAS, INC.
(147.875 ACRES)
DOC. NO. 20000067163
SEP. 25, 2000

HORIZON BOULEVARD 32
HOLDINGS
(89.1451 ACRES)
DOC. NO. 20010013821
O.P.R.E.P.C.T.

L11 EASTLAKE BOULEVARD

TRAP NUMBER 32 BLOCK 78
TOWNSHIP 3, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MATCH LINE SHEET 7

HORIZON BLUFF GROWTH 32
(151.8402 ACRES)
DOC. NO. 20000087353
O.P.R.E.P.C.T.

COLONY PARTNERS EAST, LP
(REMAINDER OF
227.6496 ACRES)
DOC. NO. 20010013820
O.P.R.E.P.C.T.

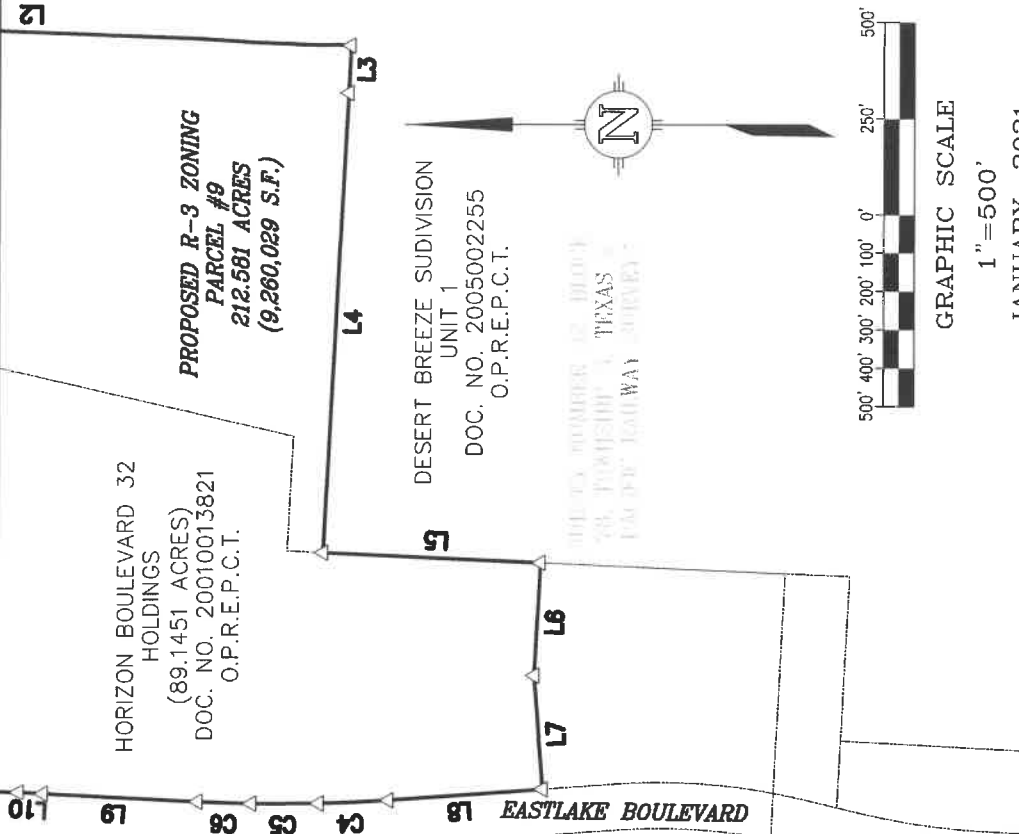
ITHACA DEVELOPMENT LLC
DOC. NO. 2016007283
O.P.R.E.P.C.T.

HORIZON BOULEVARD 32
HOLDINGS
(89.1451 ACRES)
DOC. NO. 20010013821
O.P.R.E.P.C.T.

PROPOSED R-3 ZONING
PARCEL #9
212.581 ACRES
(9,260,029 S.F.)

DESERT BREEZE SUBDIVISION
UNIT 1
DOC. NO. 2005002255
O.P.R.E.P.C.T.

THE SOUTHWEST CORNER OF BLOCK
78, TOWNSHIP 3, TEXAS
(100.00' RAILWAY SURVEY)



HUNT HORIZON
CROSSING 2 LP
DOC. NO. 20070100990
O.P.R.E.P.C.T.

SHEET 6 OF 7

PROJECT: 212.581 ACRE TRACT
JOB NUMBER: PARCEL 9
DATE: 2035-148
SCALE: 1" = 500'
SURVEYOR: ZAMORA
TECHNICIAN: DMC
DRAWING: 2035-148-BASE-PARCEL 9.0#1
FIELD NOTES:
PARTY CHIEF:
FIELD BOOKS:

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 0594200
1510 ZARAGOZA RD, SUITE B-8 • EL PASO, TX 79963
Tel (915) 855-9008



PROPOSED R-3 ZONING, PARCEL 9, EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF 212.581 ACRE TRACT OF LAND SITUATED IN SURVEY NO. 32, BLOCK 78, TOWNSHIP 3, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGEND:

- 5/8" IRON ROD FOUND W/CAP "ZWA"
(UNLESS NOTED)
- 5/8" IRON ROD SET W/CAP "ZWA"
- ⊙ 3/4" IRON PIPE FOUND
(UNLESS NOTED)
- △ CALCULATED POINT

P.R.E.P.C.T. PLAT RECORDS EL PASO COUNTY, TEXAS

O.P.R.E.P.C.T. OFFICIAL PUBLIC RECORDS EL PASO COUNTY, TEXAS

DOC. NO. DOCUMENT NUMBER

POB POINT OF BEGINNING

VOL. VOLUME

PG. PAGE

NOTE:

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

META DATA:

ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011) (EPOCH 2010.00).

I, G. RENE ZAMORA, DO HEREBY CERTIFY THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

G. Rene Zamora
G. RENE ZAMORA

REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5682



CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD
C1	31.06'	88°59'13"	20.00'	S42°34'06"E	28.03'
C2	90.99'	15°47'51"	330.00'	S04°57'36"E	90.70'
C3	64.30'	15°21'03"	240.00'	S05°11'00"E	64.11'
C4	183.81'	2°40'23"	3940.00'	N02°48'07"W	183.79'
C5	173.75'	2°22'30"	4191.36'	N00°12'07"W	173.73'
C6	140.04'	2°02'11"	3940.00'	N02°04'46"E	140.03'
C7	1051.30'	51°55'37"	1160.00'	N22°51'57"W	1015.69'
C8	75.55'	2°46'29"	1560.00'	N50°13'00"W	75.54'
C9	93.47'	3°43'08"	1440.00'	N49°44'40"W	93.45'
C10	129.72'	5°09'41"	1440.00'	N45°18'16"W	129.68'

LINE	DIRECTION	DISTANCE
L1	S02°56'19"W	30.00'
L2	S02°29'32"W	1668.11'
L3	N87°30'53"W	123.77'
L4	N86°58'35"W	1200.23'
L5	S02°32'17"W	571.87'
L6	N86°58'35"W	294.70'
L7	S85°37'17"W	297.82'
L8	N04°08'18"W	403.82'
L9	N03°05'52"E	402.56'
L10	N03°05'52"E	63.13'
L11	N48°49'45"W	1131.38'
L12	N51°36'14"W	488.79'
L13	N47°53'06"W	372.24'
L14	N42°43'25"W	127.05'
L15	N02°28'46"E	97.52'

PROJECT: 212.581 ACRE TRACT
JOB NUMBER: 2035-148
DATE: DECEMBER, 2020
SCALE: 1" = 500'
SURVEYOR: ZAMORA
TECHNICIAN: DNC
DRAWING: 2035-148-BISE-PARCEL 9.dwg
FIELD NOTES:
PARTY/CHIEF:
FIELDBOOKS:

LOCATIONS

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 0094200
150 ZARAGOZA RD., SUITE B-8 • EL PASO, TX 79963
Tel: (915) 855-9009

PROPOSED R-3 ZONING, PARCEL 9, EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF 212.581 ACRE TRACT OF LAND SITUATED IN SURVEY NO. 32, BLOCK 78, TOWNSHIP 3, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A ZONING CHANGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF HORIZON CITY, TEXAS; REZONING ONE PARCEL FROM R-2 TO C-2; CONTAINING APPROXIMATELY 4.263 ACRES; BEING SITUATED IN SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS; NORTH AND EAST OF THE INTERSECTION OF EASTLAKE BOULEVARD AND HORIZON BOULEVARD (FM 1281); AND AUTHORIZING THE NOTATION OF THE CHANGE ON THE OFFICIAL ZONING MAP OF THE TOWN; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; AND PROPER NOTICE AND HEARING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. REZONING

The zoning be changed from R-2 (Residential) to C-2 (Commercial) within the meaning of the Zoning Ordinance contained in Chapter 14 on the Horizon City Municipal Code, for approximately 4.263 acres, more or less, and legally described by Metes and Bounds Description, Exhibit "A" attached hereto and by reference included herein.

II. ZONING MAP

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

III. FINDINGS OF FACT

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

IV. REPEALER

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

V. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with

jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

VI. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ___ day of _____, 2021, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the Town Council of Horizon City, Texas.

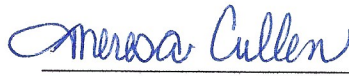
Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:



Theresa Cullen, Assistant City Attorney

First Reading: 09/14/2021
Second Reading: 10/12/2021

LEGAL DESCRIPTION

DESCRIPTION OF A 4.263 ACRE TRACT OF LAND SITUATED IN SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, BEING A PART OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN A DEED TO COLONY PARTNERS EAST, LP, OF RECORD IN DOCUMENT NUMBER 20010013820, AND THAT CERTAIN TRACT OF LAND AS DESCRIBED IN A DEED TO HORIZON BOULEVARD 32 HOLDINGS, OF RECORD IN DOCUMENT NUMBER 20010013821, OFFICIAL PUBLIC RECORDS, EL PASO COUNTY, TEXAS; SAID 4.263 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4 inch pipe found for the northeast corner of a 147.875 acre tract conveyed to Land of Texas, Inc., of record in Document No. 20000067163, Official Records, El Paso County, Texas, being also the northwest corner of that certain tract of land conveyed to Horizon Bluff Growth 32, of record in Document Number 20000087353, Official Public Records, El Paso County, Texas, and being the north line of Eastlake Boulevard, a variable width right of way;

THENCE, with the north and east lines of said Eastlake Boulevard, the following fifteen (15) courses and distances;

1. S 02°28'46" W, for a distance of 97.52 feet to a point;
2. S 42°43'25" E, for a distance of 127.05 feet to a point;
3. along a curve to the right, an arc distance of 129.72 feet, a radius of 1440.00 feet, a central angle of 05°09'41", and chord bearing S 45°18'16" E a distance of 129.68 feet to a point at the end of said curve;
4. S 47°53'06" E, for a distance of 372.24 feet to a point;
5. along a curve to the left, an arc distance of 93.47 feet, a radius of 1440.00 feet, a central angle of 03°43'08", and chord bearing S 49°44'40" E a distance of 93.45 feet to a point at the end of said curve;
6. S 51°36'14" E, for a distance of 488.79 feet to a point;
7. along a curve to the left, an arc distance of 75.55 feet, a radius of 1560.00 feet, a central angle of 02°46'29", and chord bearing S 50°13'00" E a distance of 75.54 feet to a point at the end of said curve;

8. S 48°49'45" E, a distance of 1131.38 feet to a point;
9. along a curve to the left, an arc distance of 1051.30 feet, a radius of 1160.00 feet, a central angle of 51°55'37", and chord bearing S 22°51'57" E a distance of 1015.69 feet to a point at the end of said curve
10. S 03°05'52" W, a distance of 63.13 feet to a point;
11. S 03°05'52" W, a distance of 402.56 feet to a point;
12. along a curve to the right, an arc distance of 140.04 feet, a radius of 3940.00 feet, a central angle of 02°02'11", and chord bearing S 02°04'46" W a distance of 140.03 feet to a point at the end of said curve;
13. along a curve to the right, an arc distance of 173.75 feet, a radius of 4191.36 feet, a central angle of 02°22'30", and chord bearing S 00°12'07" E a distance of 173.73 feet to a point at the end of said curve;
14. along a curve to the right, an arc distance of 183.81 feet, a radius of 3940.00 feet, a central angle of 02°40'23", and chord bearing S 02°48'07" E a distance of 183.79 feet to a point at the end of said curve;
15. S 04°08'18" E, for a distance of 403.82 feet to a point for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said east line of said Eastlake Boulevard, over and across said Horizon Boulevard 32 Holdings tract and said Colony Partners East, LP tract, the following four (4) courses and distances;

1. N 85°37'17" E, a distance of **297.82 feet** to an angle point on the north line of the herein described tract;
2. S 86°58'35" E, a distance of **294.70 feet** to a point at the northeast corner of the herein described tract;
3. S 02°32'17" W, a distance of **804.66 feet** to a point at the southeast corner of the herein described tract;
4. N 86°57'08" W, a distance of **604.16 feet** to a point on the east line of said Eastlake Boulevard, at the southwest corner of the herein described tract;

THENCE, continuing along the east line of said Eastlake Boulevard along the west line of the herein described tract, the following three (3) courses and distances;

1. **N 13°40'33" E**, a distance of **90.69 feet** to a point at the beginning of a curve to the left;
2. along a curve to the left, an arc distance of **485.70 feet**, a radius of **1560.14 feet**, a central angle of **17°50'14"**, and chord bearing **N 04°46'50" E** a distance of **483.74 feet** to a point at the end of said curve;
3. **N 04°08'18" W**, a distance of **194.89 feet** to the point of **POINT OF BEGINNING** and containing **4.263** acres of land.

BEARING BASIS

THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN U.S. SURVEY FEET. THE BEARINGS SHOWN ARE GRID. A COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

SURVEYORS NOTE

THE CONSTRUCTION/LOCATION OF SURVEY BOUNDARIES AND CORNERS, WAS BASED UPON THE PRESCRIBED, ACCEPTED METHOD OF USING THE ORIGINAL OR PERPETUATED CORNER MONUMENTS FOUND AT THE NORTHWEST CORNER OF SECTION NO. 42, BLOCK 78, TOWNSHIP 3, (2-IN IRON PIPE FOUND) AND THE NORTHWEST CORNER OF SECTION NO. 18, BLOCK 80, TOWNSHIP 2, (BRASS ARMY DISK ON CONCRETE MONUMENT RECOGNIZED AS THE SURVEY CORNER) AS A BASELINE RUNNING DIAGONALLY (N 42°38'01" W, 32,405.40 VARAS ~ 90,014.99 FEET) ACROSS THE SURVEYS AS RUN BY PAUL MCCOMBS IN 1883; THE NORTH-SOUTH AND EAST-WEST SURVEY LINES ARE ORIENTED 45-DEGREES OFF THIS BASELINE AND RUN FROM FOUND, ACCEPTED SURVEY CORNERS MONUMENTS ALONG OR NEAR THE BASELINE, OR FROM PRORATED SURVEY CORNER POSTIONS ALONG THE BASELINE AT MISSING CORNERS.

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

KNOW ALL MEN BY THESE PRESENTS:

That I, G. Rene Zamora, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during March, 2020 under my direction and supervision.

WITNESS MY HAND AND SEAL at El Paso, El Paso County, Texas this the 13th day of January, 2021, A.D.

Zamora, L.L.C. dba "ZWA"
1510 Zaragoza Road, Suite B-8
El Paso, TX 79936
Firm No. 10194200



G. Rene Zamora
Registered Professional Land Surveyor
No. 5682 – State of Texas



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

P.O.C.
N=10,631,306.99
E=478,632.81
(GRID)

HORIZON CITY
UNIT 95

RAILWAY NUMBER 20

HORIZON CITY
UNIT 96

SURVEY NUMBER 10

HORIZON COMMUNITIES
IMPROVEMENT
ASSOCIATION, INC
(16.009 ACRES)
DOC. NO.
20050077386
AUG. 25, 2005

SURVEY NUMBER 31

193

LAND OF TEXAS, INC.
(147.875 ACRES)
DOC. NO. 20000067163
SEP. 25, 2000

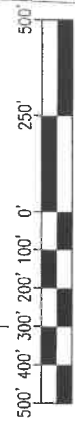
HORIZON BLUFF GROWTH 32
(151.8402 ACRES)
DOC. NO. 20000087353
O.P.R.E.P.C.T.

HORIZON BLUFF GROWTH 32
(151.8402 ACRES)
DOC. NO. 20000087353
O.P.R.E.P.C.T.

COLONY PARTNERS EAST, LP
(REMAINDER OF
227.6496 ACRES)
DOC. NO. 20010013820
O.P.R.E.P.C.T.

HORIZON BOULEVARD 32
HOLDINGS
(89.1451 ACRES)
DOC. NO. 20010013821
O.P.R.E.P.C.T.

SURVEY NUMBER 32, BLOCK 78, TOWNSHIP 3,
TEXAS & PACIFIC RAILWAY COMPANY SURVEYS



GRAPHIC SCALE
1" = 500'

JANUARY, 2021
EL PASO COUNTY, TEXAS

MATCH LINE SHEET 6

SHEET 5 OF 7

PROJECT: 4.263 ACRE TRACT
JOB NUMBER: 2035-148
DATE: DECEMBER, 2020
SCALE: 1" = 500'
SURVEYOR: ZAMORA
TECHNICIAN: DMC
DRAWING: 2035-148-BSE-PARCEL 10.dwg
FIELD NOTES:
PARTY CHIEF:
FIELD BOOKS:

LOCATIONS

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 1094200
1510 ZARAGOZA RD, SUITE B-8 • EL PASO, TX 79963
Tel: (915) 855-9009

PROPOSED C-2 ZONING, PARCEL 10
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF 4.263 ACRE
TRACT OF LAND SITUATED IN SURVEY NO. 32, BLOCK 78, TOWNSHIP 3,
TEXAS & PACIFIC RAILWAY COMPANY SURVEYS,
EL PASO COUNTY, TEXAS.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MATCH LINE SHEET 5

HORIZON BLUFF GROWTH 32
(151.8402 ACRES)
DOC. NO. 20000087353
O.P.R.E.P.C.T.

COLONY PARTNERS EAST, LP
(REMAINDER OF
227.6496 ACRES)
DOC. NO. 20010013820
O.P.R.E.P.C.T.

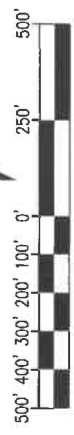
P.O.B.
N=10,627,317.16
E=480,850.35
(GRID)

HORIZON BOULEVARD 32
HOLDINGS
(89.1451 ACRES)
DOC. NO. 20010013821
O.P.R.E.P.C.T.

PROPOSED C-2
ZONING
PARCEL #10
4.263 ACRES
(455,073 S.F.)

SURVEY NUMBER 32 BLOCK 78, TOWNSHIP 31,
TEXAS AS FACED RAILWAY COMPANY SURVEY

ITHACA DEVELOPMENT LLC
DOC. NO. 2016007283
O.P.R.E.P.C.T.



GRAPHIC SCALE

1"=500'

JANUARY, 2021
EL PASO COUNTY, TEXAS

HUNT HORIZON
CROSSING 2 LP
DOC. NO. 20070100990
O.P.R.E.P.C.T.

PROPOSED C-2 ZONING, PARCEL 10
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF 4.263 ACRE
TRACT OF LAND SITUATED IN SURVEY NO. 32, BLOCK 78, TOWNSHIP 3,
TEXAS & PACIFIC RAILWAY COMPANY SURVEYS,
EL PASO COUNTY, TEXAS.

PROJECT: 4.263 ACRE TRACT
JOB NUMBER: 2035-148
DATE: DECEMBER, 2020
SCALE: 1"= 500'
SURVEYOR: ZAMORA
TECHNICIAN: DMC
DRAWING: 2035-148-BASE-PARCEL 10.dwg
FIELDNOTES:
PARTYCHECK:
FIELDBOOKS:

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 1094200
1510 ZARAGOZA RD., SUITE B-8 • EL PASO, TX 79963
Tel (915) 855-9009



LOCATIONS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGEND:

- 5/8" IRON ROD FOUND W/CAP "ZWA"
(UNLESS NOTED)
- 5/8" IRON ROD SET W/CAP "ZWA"
- ⊙ 1" GALVANIZED IRON PIPE FOUND
(UNLESS NOTED)
- △ CALCULATED POINT

P.R.E.P.C.T. PLAT RECORDS EL PASO COUNTY, TEXAS

O.P.R.E.P.C.T. OFFICIAL PUBLIC RECORDS EL PASO COUNTY, TEXAS

DOC. NO. DOCUMENT NUMBER

POB POINT OF BEGINNING

VOL. VOLUME

PG. PAGE

NOTE:

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

META DATA:

ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011) (EPOCH 2010.00).

I, G. RENE ZAMORA, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

G. Rene Zamora
G. RENE ZAMORA

REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5682



LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S02°28'46"W	97.73'
L2	S42°43'25"E	127.05'
L3	S47°53'06"E	372.24'
L4	S51°36'14"E	488.79'
L5	S48°49'45"E	1131.38'
L6	S03°05'52"W	63.13'
L7	S03°05'52"W	402.56'
L8	S04°08'18"E	403.82'
L9	N85°37'17"E	297.82'
L10	S86°58'35"E	294.70'
L11	S02°32'17"W	804.66'
L12	N86°57'08"W	604.16'
L13	N13°40'33"E	90.69'
L14	N04°08'18"W	194.89'

CURVE TABLE					
CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD
C1	129.72'	5°09'41"	1440.00'	S45°18'16"E	129.68'
C2	93.47'	3°43'08"	1440.00'	S49°44'40"E	93.45'
C3	75.55'	2°46'29"	1560.00'	S50°13'00"E	75.54'
C4	1051.30'	51°55'37"	1160.00'	S22°51'57"E	1015.69'
C5	140.04'	2°02'11"	3940.00'	S02°04'46"W	140.03'
C6	173.75'	2°22'30"	4191.36'	S00°12'07"E	173.73'
C7	183.81'	2°40'23"	3940.00'	S02°48'07"E	183.79'
C8	485.70'	17°50'14"	1560.14'	N04°46'50"E	483.74'

LOCATIONS



ZWA

Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 0794200
1510 ZARAGOZA RD, SUITE B-8 • EL PASO, TX 79963
Tel: (915) 855-9008

PROJECT: 4.263 ACRE TRACT

JOB NUMBER: 2035-148

DATE: DECEMBER, 2020

SCALE: 1" = 500'

SURVEYOR: ZAMORA

TECHNICIAN: DMC

DRAWING: 2035-148-BISE-PARCEL 10.dwg

FIELDNOTES:

PARTYCHIEF:

FIELDBOOKS:

PROPOSED C-2 ZONING, PARCEL 10

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF 4.263 ACRE

TRACT OF LAND SITUATED IN SURVEY NO. 32, BLOCK 78, TOWNSHIP 3,

TEXAS & PACIFIC RAILWAY COMPANY SURVEYS,

EL PASO COUNTY, TEXAS



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: October 7, 2021

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, PhD., CIP Manager *Teresa Quezada 10/7/2021*

SUBJECT: **That the Mayor be authorized to sign an Advance Funding Agreement between the Town of Horizon City, Texas and the State of Texas, acting by and through the Texas Department of Transportation, for the HSIP FY23-Darrington Road Safety Lights Project (CSJ #0924-06-644)**

Horizon City staff submitted two projects, S. Darrington Safety Lighting from Alberton to LTV Rd. and N. Kenazo Lighting from Eastlake Blvd. to Horizon Blvd. in response to the Texas Department of Transportation's (TXDOT) call for safety projects in the summer of 2020. After TXDOT's evaluation both projects were approved for funding.

This item authorizes the Mayor to execute the Advance Funding Agreement with TXDOT for the Darrington Safety Lights project. The agreement establishes the responsibilities for project development, design and construction and the cost participation for each of the project phases. The Town is responsible for funding 100% of the project design; however, to meet the programmed construction award date TXDOT has offered to complete the design on behalf of the Town. TXDOT will be responsible for construction administration and management and the construction costs are funded 100% by the state Hazard Elimination program.

The Town's contribution to the project is \$86,704 to fund design.

Staff recommends approval.

TxDOT:		Federal Highway Administration:	
CSJ #	0924-06-644	CFDA No.	20.205
District #	24 – El Paso District	CFDA Title	Highway Planning and Construction
Code Chart 64 #	19745		
Project Name	HSIP FY23 – Darrington Road Safety Lights	<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Highway Safety Improvement Program
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **Horizon City**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115814** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **the installation of luminaires safety lights along Darrington Road from Alberton Avenue to South of LTV Road**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of installing several luminaires safety lights along Darrington Road from Alberton Avenue to South of LTV Road.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

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- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government’s requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government’s funding share for the

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estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State’s estimated construction oversight and construction cost.

- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the “Texas Department of Transportation” or may use the State’s Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT’s Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

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Project Name	HSIP FY23 – Darrington Road Safety Lights	<i>AFA Not Used For Research & Development</i>	

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government’s proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State’s request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

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9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem’s mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State’s *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the

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State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State’s authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government’s appraisal, determine the fair market value and credit that amount towards the Local Government’s financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

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- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

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All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Horizon City ATTN: Planning Director 14999 Darrington Road Horizon City, TX 79928	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement’s subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government’s procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government’s obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

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whose property has been acquired because of federal or federal-aid programs and projects).

- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

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- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549

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and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09->

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[14/pdf/2010-22705.pdf](http://www.txdot.gov/ftp/2010-22705.pdf) and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party’s signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

Signature

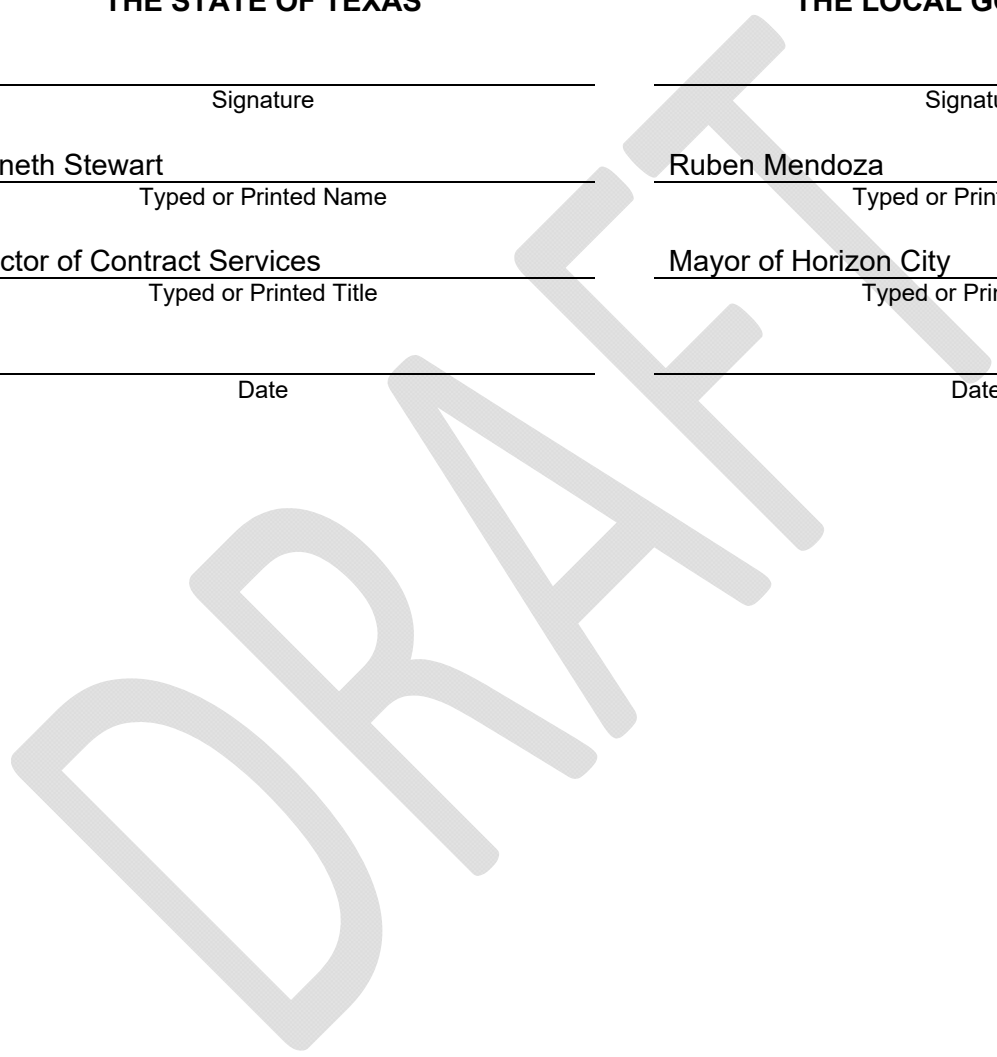
Ruben Mendoza

Typed or Printed Name

Mayor of Horizon City

Typed or Printed Title

Date



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**ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

DRAFT

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ATTACHMENT B LOCATION MAP SHOWING PROJECT



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ATTACHMENT C PROJECT BUDGET

Construction costs will be allocated based on 100% Federal funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$75,987	0%	\$0	0%	\$0	100%	\$75,987
Environmental (by Local Government)	\$3,999	0%	\$0	0%	\$0	100%	\$3,999
Construction (by State)	\$781,254	100%	\$781,254				\$0
Subtotal	\$861,240		\$781,254		\$0		\$79,986
Environmental Direct State Costs	\$1,344	0%	\$0	0%	\$0	100%	\$1,344
Right of Way Direct State Costs	\$336	0%	\$0	0%	\$0	100%	\$336
Engineering Direct State Costs	\$1,679	0%	\$0	0%	\$0	100%	\$1,679
Utility Direct State Costs	\$336	0%	\$0	0%	\$0	100%	\$336
Construction Direct State Costs	\$3,023	0%	\$0	0%	\$0	100%	\$3,023
Indirect State Costs 4.52%	\$38,928	0%	\$0	100%	\$38,928	0%	\$0
TOTAL	\$906,886		\$781,254		\$38,928		\$86,704

Initial payment by the Local Government to the State: \$3,695
Payment by the Local Government to the State before construction: \$83,681
Estimate total payment by the Local Government to the State \$86,704.
This is an estimate. The final amount of Local Government participation will be based on actual costs.

RESOLUTION

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

That the Mayor be authorized to sign an Advance Funding Agreement for Highway Safety Improvement Program Off-System by and between the Town of Horizon City, Texas and the State of Texas, acting by and through the Texas Department of Transportation, for the HSIP FY23-Darrington Road Safety Lights Project (CSJ #0924-06-644). The project consists of installing luminaires safety lights along Darrington Road from Alberton Avenue to south of LTV Road. Total estimated cost for the project is \$906,866.00 with the City contributing a local match of approximately \$86,704.00, and

That the Mayor be authorized to sign any documents required when the Town of Horizon City, Texas is responsible for cost overruns as identified in this Advance Funding Agreement.

PASSED AND ADOPTED this ____ day of _____, 2021.

THE TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

Theresa Cullen

Theresa Cullen
Assistant City Attorney

APPROVED AS TO CONTENT:

Michelle Padilla
Planning Director



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: October 7, 2021

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, PhD., CIP Manager *Teresa Quezada*

SUBJECT: **That the Mayor be authorized to sign an Advance Funding Agreement between the Town of Horizon City, Texas and the State of Texas, acting by and through the Texas Department of Transportation, for the HSIP FY22- North Kenazo Avenue Safety Lighting Project (CSJ #0924-06-643)**

Horizon City staff submitted two projects, S. Darrington Safety Lighting from Alberton to LTV Rd. and N. Kenazo Lighting from Eastlake Blvd. to Horizon Blvd. in response to the Texas Department of Transportation's (TXDOT) call for safety projects in the summer of 2020. After TXDOT's evaluation both projects were approved for funding.

This item authorizes the Mayor to execute the Advance Funding Agreement with TXDOT for the **N. Kenazo Avenue Safety Lighting** project. The agreement establishes the responsibilities for project development, design and construction and the cost participation for each of the project phases. The Town is responsible for funding 100% of the project design; however, to meet the programmed construction award date TXDOT has offered to complete the design on behalf of the Town. TXDOT will be responsible for construction administration and management and the construction costs are funded 100% by the state Hazard Elimination program.

The Town's contribution to the project is \$47,485 to fund design.

Staff recommends approval.

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SSTATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Highway Safety Improvement Program
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **Horizon City**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115814** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **the installation of luminaires safety lights along North Kenazo Avenue from Eastlake Boulevard to Horizon Boulevard**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the

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Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of installing several luminaires safety lights along North Kenazo Avenue from Eastlake Boulevard to Horizon Boulevard.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not

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- continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
 - C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
 - D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
 - E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
 - F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
 - G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
 - H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

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- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government’s funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State’s estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the “Texas Department of Transportation” or may use the State’s Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT’s Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government’s proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is

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let, the Local Government shall provide, at the State’s request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem’s mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State’s *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and

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environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State’s authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government’s appraisal, determine the fair market value and credit that amount towards the Local Government’s financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

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- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Horizon City ATTN: Planning Director 14999 Darrington Rd. Horizon City, TX 79928	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement’s subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government’s procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

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whose property has been acquired because of federal or federal-aid programs and projects).

- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

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- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549

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and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject

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to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$ _____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party’s signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart

Printed Name

Director of Contract Services

Printed Title

Date

Signature

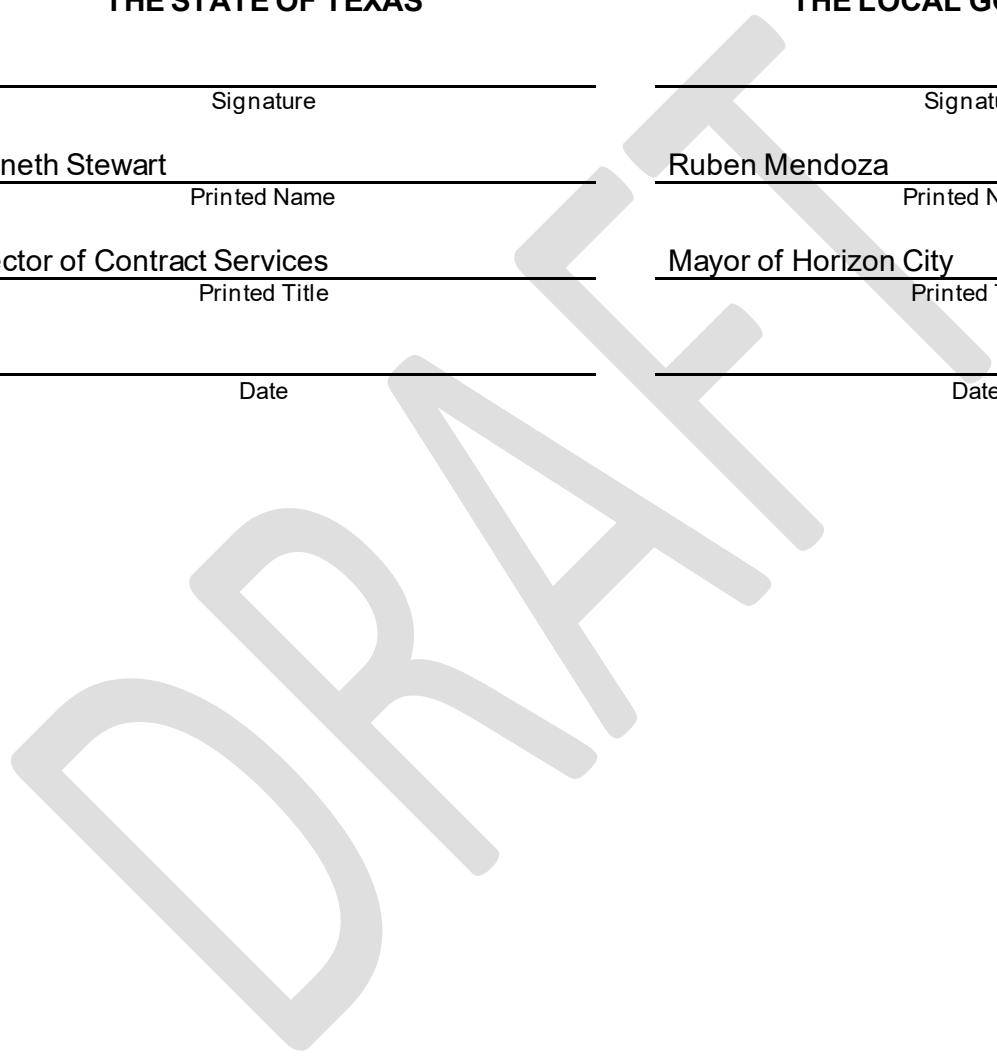
Ruben Mendoza

Printed Name

Mayor of Horizon City

Printed Title

Date



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**ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

DRAFT

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**ATTACHMENT B
LOCATION MAP SHOWING PROJECT**



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ATTACHMENT C PROJECT BUDGET

Construction cost will be allocated based on 100% Federal funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$38,835	0%	\$0	0%	\$0	100%	\$38,835
Environmental (by Local Government)	\$2,044	0%	\$0	0%	\$0	100%	\$2,044
Construction (by State)	\$399,529	100%	\$399,529	0%	\$0	0%	\$0
Subtotal	\$440,408		\$399,529		\$0		\$40,879
Environmental Direct State Costs	\$1,321	0%	\$0	0%	\$0	100%	\$1,321
Right of Way Direct State Costs	\$330	0%	\$0	0%	\$0	100%	\$330
Engineering Direct State Costs	\$1,652	0%	\$0	0%	\$0	100%	\$1,652
Utility Direct State Costs	\$330	0%	\$0	0%	\$0	100%	\$330
Construction Direct State Costs	\$2,973	0%	\$0	0%	\$0	100%	\$2,973
Indirect State Costs 4.52%	\$19,906	0%	\$0	100%	\$19,906	0%	\$0
TOTAL	\$466,920		\$399,529		\$19,906		\$47,485

Initial payment by the Local Government to the State: \$3,633

Payment by the Local Government to the State before construction: \$43,852

Estimate total payment by the Local Government to the State \$47,485.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

RESOLUTION

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

That the Mayor be authorized to sign an Advance Funding Agreement for Highway Safety Improvement Program Off-System by and between the Town of Horizon City, Texas and the State of Texas, acting by and through the Texas Department of Transportation, for the HSIP FY22-North Kenazo Avenue Safety Lights Project (CSJ #0924-06-643). The project consists of installing luminaires safety lights along North Kenazo Avenue from Eastlake Boulevard to Horizon Boulevard. Total estimated cost for the project is \$466,920.00 with the City contributing a local match of approximately \$47,485.00, and

That the Mayor be authorized to sign any documents required when the Town of Horizon City, Texas is responsible for cost overruns as identified in this Advance Funding Agreement.

PASSED AND ADOPTED this ____ day of _____, 2021.

THE TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Theresa Cullen

Theresa Cullen
Assistant City Attorney

Michelle Padilla
Planning Director

RESOLUTION AND ORDER DENYING THE REQUEST BY EL PASO ELECTRIC COMPANY TO CHANGE ELECTRIC RATES AND MAINTAINING EXISTING RATES

WHEREAS, El Paso Electric Company (“EPE” or the “Company”) is an electric utility which distributes electric power within the city limits of the Town of Horizon City (“City”) pursuant to a franchise granted to EPE by the City;

WHEREAS, EPE submitted its Statement of Intent to the City to initiate a rate change proceeding, and on June 1, 2021, filed its *El Paso Electric Company’s Petition and Statement of Intent to Change Rates*, Docket No. 52195 before the Public Utility Commission of Texas;

WHEREAS, pursuant to Texas Utilities Code Chapter 33.001, the City has original jurisdiction over EPE rates charged within the city limits of the City;

WHEREAS, pursuant to that authority, on or about July ____, 2021, the City Council of the Town of Horizon City suspended the implementation of a rate change for 90 days for review; and

WHEREAS, the City Council has considered EPE’s request and is acting within its authority under applicable law.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the Town of Horizon City, Texas, that:

1. The foregoing recitals are adopted as facts and are incorporated fully herein.
2. The City Council hereby orders that the request for a rate increase by El Paso Electric Company is denied. The existing rates are found to be just and reasonable and the City adopts such existing rates which shall remain in effect pending resolution of the rate case before the Public Utilities Commission of Texas.
3. This resolution and order shall be served on El Paso Electric Company through the Company’s authorized representative.
4. This resolution and order shall be effective immediately upon passage.

PASSED AND APPROVED this, the ____ day of October, 2021, by a vote of ____ (*ayes*) to ____ (*nays*) to ____ (*abstentions*) of the City Council of the Town of Horizon City, Texas.

TOWN OF HORIZON CITY

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Bertha A. Ontiveros, Asst. City Attorney

