



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, October 10, 2023, 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 10, 2023 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:

Meeting Video:

10-10-23 Regular City Council Meeting

Video Password: Horizon123!

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:
Mayor/City Clerk
9/12/23 Regular City Council Meeting. | 4 |
| 4. Discussion and Action:
Mayor/CIP Manager
On an update on the Capital Improvement Program. | 10 |
| 5. Discussion and Action:
Mayor/CIP Manager
Change order No. 1 to Allied Paving Company for Oxbow, Pawling and Breaux Street and Drainage Improvement Project (CIP 2022-101). | 25 |
| 6. Discussion and Action:
Mayor/CIP Manager
On a Resolution authorizing the Mayor to negotiate and execute a reimbursement agreement with ESD #1 for the construction of a driveway. | 45 |
| 7. Discussion and Action:
Mayor/CIP Manager
On a Resolution authorizing the Mayor to negotiate and execute a reimbursement agreement with LG Foods for the construction of a driveway. | |
| 8. Request to Excuse Absent Council Members: | |
| 9. Approval of Consent Agenda Items:
REGULAR AGENDA | |
| 10. Discussion and Action:
Mayor/City Clerk | 57 |

On authorization of the purchase of Granicas Meeting Software for the total price of \$89,143.86. The software was procured using DIR Contract No. DIR-TSO-4288.

11. PRESENTATION:

Mayor/Priscilla Moreno

On a presentation by Priscilla Moreno, El Paso County Digital Services Librarian on digital library services available to local residents in the Town of Horizon City area.

12. Discussion and Action:

64

On the Second Amendment to the Employment Contract with Mario Gonzalez for Municipal Court Judge services pursuant to section 4.04 of the City Charter.

13. Discussion and Action:

71

Mayor/EDC Executive Director

Regarding a request from MICBEC Investments, LLC ("Developer") to assign their right title and interests in the Chapter 380 and Economic Development Performance Agreement, the Purchase and Sale Agreement regarding 1566 Pawling and the Right of First Offer Agreement to Horizon Oxbow Development LLC. and approval of a Resolution authorizing the Mayor to sign a Consent to Assign document.

14. Discussion and Action:

84

Mayor/Planner

On the **Preliminary and Final Subdivision Plat** application for **HW8140 (Case No. SUC23-0001)**, recording plat application and authorizing the Mayor to sign the recording plat legally described as Tract 5-D, Block 78, Township 3, Section 42, Texas and Pacific Railway Company Survey and Tract 1-H, Block 78, Township 3, Section 43, Texas, and Pacific Railway Company Survey, Town of Horizon City, El Paso County, Texas. Containing 1.000± acres. Application submitted by Atlas Engineering Management & Contracting.

15. Discussion and Action:

98

Mayor/Planner

On the **Preliminary Subdivision Plat** application for **Rancho Desierto Bello Unit 16 (Case No. SDP23-0001)**, legally described as a portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 21.244 ± acres. Application submitted by TRE and Associates, LLC.

16. Discussion:

109

Mayor/Planner

1st Reading of Ordinance _____, An Ordinance Amending The Municipal Code Of The Town Of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), To Revise And Amend The Following: Chapter 7 (Industrial Districts) Section 703 (M-1), Subsection 703.2 (Permitted Uses); Section 704 (M-2), Subsection 704.2 (Permitted Uses), Amending And Adding Permitted Uses In M-1 (Light Industrial) And M-2 (Heavy Industrial) Zone Districts; Section 702 (General Requirements), Sub Section 702.3 (Height And Bulk Standards M-1 And M-2), Sub Section 702.3.2 (Height Standards) Amending Height Requirements For Added Uses In M-1 And M-2 Zone Districts; Chapter 6 (General Commercial Districts), Section 604 (C-2), Subsection 604.2 (Permitted Uses), Sub Section 604.3 Uses Permitted By Specific Use Permit, Amending And Adding Permitted Uses In C-2 (Heavy Commercial) Zone District; And Chapter 2 (Definitions), Section 202 (General Definitions) To Amend And Add Definitions For Warehousing; Proper Notice; And Effective Date; The Penalty Being As Provided In Section 810 Of The Zoning Ordinance (NO. 0102) Of The Town Of Horizon City, Texas, Creating a Misdemeanor Punishable By a Fine Not To Exceed \$2,000.

17. 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 Friday, 10/6/23

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, 10/6/23 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

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

**MINUTES
AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, September 12, 2023, 6:05 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, September 12, 2023 at 6:05 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 6:07 pm. All Council Members present. Quorum Established.

2. Open Forum:

El Paso County Judge Ricardo Samaniego spoke regarding current County projects in our area. Horizon City resident, Barry Walters informed Council he'd like to know more about current City Maintenance projects. Mr. Rayhorn invited Council to Oktoberfest on October 7th. Mr. Ruben Duran, Commander at American Legion extended an invite to City Council to stop by and visit them at the American Legion.

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:

8/29/23 Special City Council Meeting.

4. Request to Excuse Absent Council Members:

5. Approval of Consent Agenda Items:

A motion was made by Councilman Miller and seconded by Councilman Quiroz to approve the consent agenda. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

REGULAR AGENDA

6. PUBLIC HEARING:

Mayor/Chief Vargas

2nd Reading of Ordinance No. _____. An Ordinance amending Ordinance No. 0288 of the Town of Horizon City, adopting the Municipal Budget for the 2022-2023 Fiscal Year, to allow for the transfer of unexpended funds within the Police Department budget from accounts for dispatch and police department personal and other operational accounts to accounts to allow for the purchase of various items of equipment.

Police Chief, Marco Vargas and Lieutenant Ortega spoke regarding this item. No one from the public spoke.

7. Discussion and Action:

Mayor/Chief Vargas

2nd Reading of Ordinance No. _____. An Ordinance amending Ordinance No. 0288 of the Town of Horizon City, adopting the Municipal Budget for the 2022-2023 Fiscal Year, to allow for the transfer of unexpended funds within the Police Department budget from accounts for dispatch and police department personal and other operational accounts to accounts to allow for the purchase of various items of equipment.

Police Chief, Marco Vargas spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilwoman Randleel to approve the Ordinance amending Ordinance No. 0288 of the Town of Horizon City, adopting the Municipal Budget for the 2022-2023 Fiscal Year, to allow for the transfer of unexpended funds within the Police Department budget from accounts for dispatch and police department personal and other operational accounts to accounts to allow for the purchase of various items of equipment excluding the 12 Passenger Van and Motorcycle that were in the list of purchases. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Nay; PADILLA – Nay; MENDOZA – Nay. Motion passed.

8. Discussion and Action:

Mayor/Chief Vargas

On a request for authorization and approval for the purchase of capital equipment needed for the Police Department patrol vehicles.

Police Chief, Marco Vargas spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilwoman Urrutia to approve request for authorization and approval for the purchase of capital equipment needed for the Police Department patrol vehicles. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

9. Discussion and Action:

Mayor/Chief Vargas

City Council Requested a follow-up to this item at the 8/29/23 Special City Council Meeting:

Regarding compensation increases for the Horizon City Public Safety Dispatch Department in FY 2023-2024 and directing the Finance Director to make any adjustments necessary to the proposed 2023-2024 budget to cover the increases.

Communications Specialist, Irlanda Heredia, Communications Manager, Elva Ramos, Lieutenant, Jesus Ortega, Finance Director, Lily Gaytan and Police Chief, Marco Vargas spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Quiroz to approve a \$2.29/HR (13.7% of current entry level pay rate) pay increase for FY 24 for all Dispatch Personnel & future cost of living increases be the same as the increases given to all non-CBA personnel beginning in FY 25. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Nay; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

10. Discussion and Action:

Mayor/Chief Vargas

Authorizing the Mayor to exercise the City's Option to extend the Contract with Net Tech for an additional year and add cloud-supported services to the contract.

Police Chief Marco Vargas spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilwoman Urrutia to Authorize the Mayor to exercise the City's Option to extend the Contract with Net Tech for an additional year and add cloud-supported services to the contract. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

11. PUBLIC HEARING:

Mayor/Finance Director

2nd Reading of Ordinance No. _____ An Ordinance of the Town of Horizon City, Texas enacting the municipal budget for 2023-2024 fiscal year; funding municipal purposes; authorizing expenditures; providing for repealer and severability clauses.

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

12. **Discussion and Action:**

Mayor/Finance Director

2nd Reading of Ordinance No. _____ An Ordinance of the Town of Horizon City, Texas enacting the municipal budget for 2023-2024 fiscal year; funding municipal purposes; authorizing expenditures; providing for repealer and severability clauses.

Finance Director, Lily Gaytan spoke regarding this item.

A motion was made by Councilman Mendoza and seconded by Councilwoman Urrutia to approve the Ordinance of the Town of Horizon City, Texas enacting the municipal budget for 2023-2024 fiscal year. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

13. **Discussion and Action:**

Mayor/Finance Director

On ratifying the property tax increase reflected in the adopted annual budget for Fiscal Year 2023/2024.

Finance Director, Lily Gaytan spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilman Quiroz to approve ratifying the property tax increase reflected in the adopted annual budget for Fiscal Year 2023/2024. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

14. **PUBLIC HEARING:**

Mayor/Finance Director

Public Hearing on the Proposed Tax Rate - On the proposed 2023 tax rate of \$0.574491, which is an increase to the total tax revenues from properties on the tax roll in the preceding tax year of \$1,700,357 or 25.93%. Individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

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

15. **PUBLIC HEARING:**

Mayor/Finance Director

2nd Reading of Ordinance _____, An Ordinance of the City Council of the Town of Horizon City, Texas, approving the 2023 ad valorem tax rate and levy of assessed valuation of all taxable property within the corporate limits of the city; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.

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

16. **Discussion and Action:**

Mayor/Finance Director

2nd Reading of Ordinance _____, An Ordinance of the City Council of the Town of Horizon City, Texas, approving the 2023 ad valorem tax rate and levy of assessed valuation of all taxable property within the corporate limits of the city; providing for penalties and interest; and providing for the following: findings of fact; severability; savings clause; publication and effective date.

Finance Director, Lily Gaytan spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Quiroz to approve the Ordinance of the City Council of the Town of Horizon City, Texas, approving the 2023 ad valorem tax rate and levy of assessed valuation of all taxable property within the corporate limits of the city. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

17. **PUBLIC HEARING:**

Mayor/CIP Manager

On a Resolution adopting the updated Capital Improvement Program for FY 2024 - FY 2026.

CIP Manager, Terry Quezada spoke regarding this item. No one from the public spoke.

18. **Discussion and Action:**

Mayor/CIP Manager

On a Resolution adopting the updated Capital Improvement Program for FY 2024 - FY 2026.

A motion was made by Councilman Miller and seconded by Councilwoman Urrutia to approve the Resolution adopting the updated Capital Improvement Program for FY 2024 - FY 2026. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

Items # 19, #20 & # 21 were taken after Item #7.

19. **PUBLIC HEARING:**

Mayor/CIP Manager

2nd Reading of Ordinance No. 0264 Amendment No. 01, An Ordinance Amending Ordinance No. 0264 that designated Reinvestment Zone Number One Town of Horizon City for the purpose of modifying the preliminary project and financing plan to add Project Horizon Manor; specifying an effective date; and a severability clause.

CIP Manager, Terry Quezada spoke regarding this item. No one from the public spoke.

20. **Discussion and Action:**

Mayor/CIP Manager

2nd Reading of Ordinance No. 0264 Amendment No. 01, An Ordinance Amending Ordinance No. 0264 that designated Reinvestment Zone Number One Town of Horizon City for the purpose of modifying the preliminary project and financing plan to add Project Horizon Manor; specifying an effective date; and a severability clause.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilwoman Urrutia to approve the Ordinance Amending Ordinance No. 0264 that designated Reinvestment Zone Number One Town of Horizon City for the purpose of modifying the preliminary project and financing plan to add Project Horizon Manor. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

21. **Discussion and Action:**

Mayor/EDC Executive Director

That the Mayor be authorized to sign the following listed documents in connection with the TIRZ No. Project commonly known as the Horizon Manor Project: 1. Purchase and Sale Agreement by and between the Town of Horizon City ("SELLER") and MICBEC Investments, LLC ("Buyer") regarding the property municipally known and number as 1560 Pawling, Horizon City, Texas. 2. Chapter 380 Agreement and Economic Development Performance Agreement by and between the Town of Horizon City, the Horizon City EDC, and MICBEC Investments, LLC. and 3. Right of First Refusal to purchase office space by and between the Town of Horizon City and MICBEC Investments and the Horizon City EDC.

EDC Executive Director, Eddie Garcia and Developers, Michael and Becca McBroom spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilman Mendoza to authorize the Mayor to sign the following listed documents in connection with the TIRZ No. Project commonly known as the Horizon Manor Project: 1. Purchase and Sale Agreement by and between the Town of Horizon City ("SELLER") and MICBEC Investments, LLC ("Buyer") regarding the property municipally known and number as 1560 Pawling, Horizon City, Texas. 2. Chapter 380 Agreement and Economic Development Performance Agreement by and between the Town of Horizon City, the Horizon City EDC, and MICBEC Investments, LLC. and 3. Right of First Refusal to purchase office space by and between the Town of Horizon City and MICBEC Investments and the Horizon City EDC. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

Items #22, #23 & #24 were taken after Item #5.

22. PUBLIC HEARING:

Mayor/Planner

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 (Single-Family Dwelling) to M-1 (Light Industrial) with conditions; containing approximately 23.8952 acres; Being A Portion of Jacob Kneiber Survey No. 293, El Paso County, Town of Horizon City, Texas; South of Horizon Blvd. and east of Anderpont Dr.; 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.

Planner, Art Rubio Spoke regarding this item. No one from the public spoke.

23. Discussion and Action:

Mayor/Planner

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 (Single-Family Dwelling) to M-1 (Light Industrial) with conditions; containing approximately 23.8952 acres; Being A Portion of Jacob Kneiber Survey No. 293, El Paso County, Town of Horizon City, Texas; South of Horizon Blvd. and east of Anderpont Dr.; 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.

A motion was made by Councilman Mendoza and seconded by Councilman Quiroz to approve the Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 (Single-Family Dwelling) to M-1 (Light Industrial) with conditions; containing approximately 23.8952 acres; Being A Portion of Jacob Kneiber Survey No. 293, El Paso County, Town of Horizon City, Texas; South of Horizon Blvd. and east of Anderpont Dr.; and authorizing the notation of the change on the official zoning map of the town subject to staff comments. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

24. Discussion and Action:

Mayor/Planner

On a **Preliminary Subdivision Plat** application for **Horizon Water (Case No. SUB-002528-2023)**, a property legally described as a portion of Section 32, Block 78 Township 3, Texas and Pacific Railway Company Survey, Town of Horizon City, El Paso County, Texas, containing 5.839 acres +/- . Application submitted by TRE & Associates.

Planner, Art Rubio Spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Mendoza to approve the **Preliminary Subdivision Plat** application for **Horizon Water (Case No. SUB-002528-2023)**. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

25. **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

A motion was made by Councilman Mendoza and seconded by Councilman Miller to adjourn at 8:03 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Andres Renteria, Mayor

Town of Horizon City Capital Improvement Program

October 10, 2023
Council Meeting

Oxbow & Pawling Street Improvements

- Start Date: June 12, 2023
- Contract Time: 330 Days
- Completion Date: May 2024
- Construction on-going and on schedule

Oxbow & Pawling Street Improvements



Sidewalk, curb and gutter
installation
September 25 – September 27,
2023



Street Maintenance Fund

2022-2023 Street Maintenance Program

- Design for street improvements ongoing
- Street work includes mill and overlay for
 - S. Kenazo
 - N. Kenazo, and
 - the north side of McMahan Ave

Federally- & State-Funded Project Updates

N. Darrington Reconstruction

- Texas Transportation Commission awarded construction contract
- Contractor is Jordan Foster
- Contract is approximately \$21.5 million
- Programmed amount through MPO is \$17 million
- Staff is evaluating local funding options – no federal or state funding options are available on a timely basis for bid award.

N. Darrington Reconstruction

Project start date

- Horizon/Darrington Rd. Intersection – January 2024
- N. Darrington Rd. Reconstruction – February 2024
- Scheduling public meeting in October 2023

N. Darrington Reconstruction

- Town staff and TXDOT working on Utility Coordination
 - Texas Gas Service expected to request reimbursement for their relocations on N. Darrington per franchise agreement
 - Project requires encroachment on Texas Gas Service easement – Town staff and legal team finalizing agreement

N. Darrington Reconstruction – ROW Acquisition

Status

- 9 parcels purchased
- 7 parcels – title and out-of-country ownership undergoing process
- 1 parcel originally temporary construction easement⁹ (TCE) purchased as fee simple
- 1 parcel TCE - acquired
- Required easements at Darrington and Pawling/Walmart intersection – surveys complete, appraisal process underway.

Safety Projects

- **S. Darrington Safety Lighting** from Alberton to LTV Rd. – FY 2023 - project awarded March 2023
- Project start – pending start date
- **N. Kenazo Safety Lighting** from Eastlake to Horizon Blvd. – FY 2022
- Project start – **August 2023**

Delays in project starts are due to long lead times for lighting fixture poles.

TIRZ/TOD Update

Dilley, Delake and Transit Plaza

- Funding will be made available through HUD and Economic Development
- Staff is developing scope of work for transit plaza location as a pre-design activity
- Proposing to enter into agreement with CRRMA for transit plaza siting

Dilley and Delake

- Requested federal functional classification as *collector street* to make roadways eligible for federal funding through the Department of Transportation
- Federal Highway Administration (FHWA) denied both roadways
- Staff is working with MPO to resubmit Delake

Town of Horizon City Capital Improvement Program

October 10, 2023
Council Meeting



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: October 6, 2023
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager
SUBJECT: Discussion and Action: On Change Order #1 to Allied Paving Company for Oxbow, Pawling and Breaux Street and Drainage Improvements

Change Order No. 1 to the construction contract with Allied Paving Company adds \$7,435.00 for various elements outlined below and zero calendar days to the substantial and final completion dates to complete the work authorized by the change items. These amounts have been requested by the contractor and reviewed and recommended by Huitt Zollars as the design consultants and construction manager on this project.

The **total contract** amount after these changes is **\$1,818,394.95**, and the change orders represent a **0.40% increase** to the original contract amount of \$1,810,959.95.

The two driveways were requested by the abutting property owners, LG Foods, and ESD #1 once construction had begun; City staff and consultants reviewed the requests and recommend approval since they facilitate operations for the two property owners. Further, the construction and design costs will be reimbursed by the property owners. Removal of the existing canopy had been expected as part of the demolition; however, since the demolition will be completed by the developer, and the canopy conflicts with the pond location, the canopy removal was added to the street and drainage project.

Since the driveways represent a scope change to the project and are to be reimbursed by the abutting property owners, staff is presenting this change order to Council.

Change Item	Amount	Time
1. Increase to add a 35-foot driveway for future ESD #1 improvements on Oxbow.	\$3,446.00	0 days
2. Increase to add a 35-foot driveway to LG Foods, LLC on Oxbow.	\$3,446.00	0 days
3. Increase to demolish existing canopy.	\$543.00	0 days
TOTAL (increase)	\$7,435.00	0 days

Staff recommends approval.

Attachment: Change Order Form

CHANGE ORDER NO. 1

Page 1 of 2

PROJECT:	<i>Street Improvement to Oxbow Dr and Pawling Dr (from Darrington to Breaux St) and Breaux St. (From Horizon Blvd to Nunda Ave)</i>	DATE OF ISSUANCE: 10/10/23
OWNER:	TOWN OF HORIZON CITY 14999 Darrington Rd. Horizon City, Texas 79928	EFFECTIVE DATE: 10/10/23
CONTRACTOR:	<i>Allied Paving Company 5165 Hercules Ave. El Paso, Texas 79904</i>	OWNER'S BID NO. CIP 2022-101
CONTRACT FOR:	<i>Roadway reconstruction and drainage improvements for Oxbow Dr, Pawling Dr, and Breaux</i>	ENGINEER: Roxanna Medina, PE, PTOE Huitt-Zollars, Inc. 5822 Cromo, Suite 210 El Paso, Tx 79912
		ENGINEER'S PROJECT NO: R301516.01

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THE CONTRACT DOCUMENTS:

- Item No. 1: *Construct an additional driveway located at STA 8+07 to access ESD #1 property from Oxbow Dr.* (\$3,446.00; 0 impact to contract time)
- Item No. 2: *Construct an additional driveway located at STA 1+24 to access the LG Foods, LLC back portion of the property from Oxbow Dr. to service roll-off and grease trap.* (\$3,446.00; 0 impact to contract time)
- Item No. 3: *Remove Existing Canopy in pond footprint* (\$543.00; 0 impact to contract time)

PURPOSE OF CHANGE ORDER:

- Item No. 1. After construction started, the fire marshal asked the Town of Horizon if a 35-foot driveway could be constructed off of Oxbow to future building for on ESD #1 property. The Town has asked that the driveway be included into the project and will be paid for under Bid Item 18 at \$56.49/SY for a total of 61 SY. This will increase to the contract amount by \$3,446.00 and no additional days to the contract.
- Item No. 2. After construction started, the property owner for the LG Food, LLC, at 180 S. Darrington Rd, asked the Town of Horizon for an additional 35-foot driveway could be constructed off of Oxbow to service the grease trap and roll-off for the operation of the business. The Town has asked that the driveway be included into the project and will be paid for under Bid Item 18 at \$56.49/SY for a total of 61 SY. This will increase to the contract amount by \$3,446.00 and no additional days to the contract.
- Item No. 3. When the contractor laid out the pond, it was determined that the portions of the existing building conflicted with the pond layout. The building was to be demolished prior to construction; therefore, the plans did not include bid items for demolition of the building components. The Contractor determined that the existing canopy needed to be removed to construct the pond. The Contractor provide a lump sum cost for the removal, which was reviewed by the Engineer and determined to be reasonable. This will increase to the contract amount by \$543.00 and no additional days to the contract.

ATTACHMENTS:

Item No. 1

A-Letter from ESD #1

B-Cost Proposal

C-Revised Plan Sheet

Item No. 2

A-Email to City from property owner

B-Cost Proposal

C-Revised Plan Sheet

Item No. 3

A-Contractor's RFI

B-Cost Proposal

CHANGE ORDER NO. 1

PROJECT: *Street Improvement to Oxbow Dr and Pawling Dr (from Darrington to Breaux St) and Breaux St. (From Horizon Blvd to Nunda Ave)*

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME
<p>ORIGINAL PRICE:</p> <p style="text-align: right;">\$ 1,810,959.95</p>	<p>ORIGINAL CONTRACT TIME</p> <p>MILESTONES: <i>Substantial Completion: 300 Days</i> <i>Final Completion: 330 Days</i></p> <p>CONTRACT TIME: <i>Due Date: April 7, 2024</i> <i>Due Date: May 7, 2024</i></p>
<p>CONTRACT PRICE PRIOR TO THIS CHANGE ORDER</p> <p style="text-align: right;">\$ 1,810,959.95</p>	<p>CONTRACT TIME PRIOR TO THIS CHANGE ORDER</p> <p>MILESTONES: <i>Substantial Completion: 300 Days</i> <i>Final Completion: 330 Days</i></p> <p>CONTRACT TIME: <i>Due Date: April 7, 2024</i> <i>Due Date: May 7, 2024</i></p>
<p>NET INCREASE/DECREASE OF THIS CHANGE ORDER</p> <p style="text-align: right;">\$ 7,435.00</p>	<p>NET INCREASE/DECREASE OF THIS CHANGE ORDER</p> <p>MILESTONES: <i>Substantial Completion:</i> <i>Final Completion:</i></p> <p>CONTRACT TIME: <i>0 Days</i> <i>0 Days</i></p>
<p>CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS</p> <p style="text-align: right;">\$ 1,818,394.95</p>	<p>CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS</p> <p>MILESTONES: <i>Substantial Completion: 300 Days</i> <i>Final Completion: 330 Days</i></p> <p>CONTRACT TIME: <i>Due Date: April 7, 2024</i> <i>Due Date: May 7, 2024</i></p>

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

ACCEPTED:

By _____
 Contractor: Allied Paving Company

Date _____

RECOMMENDED:

By _____
 Engineer: Roxanna Medina, PE

Date _____

REVIEWED:

By _____
 Michelle Garcia, AICP, CNU-A – Director of Planning

Date _____

APPROVED:

By _____
 Andres Renteria, Mayor

Date _____



ENGINEER’S COST SUMMARY AND CLASSIFICATION OF SOURCE OF CHANGE

Design Engineer: Roxanna Medina, PE-Huitt-Zollars, Inc.
 Change Order #: 1
 Project: Street Improvement to Oxbow Dr and Pawling Dr (from Darrington to Breaux St) and Breaux St. (From Horizon Blvd to Nunda Ave)
 Contractor: Allied Paving Company
 Owner Bid No.: CIP 2022-101
 Total Impact to Cost: \$ 7,435.00
 Total Impact to Time: 0 Days
 Date: 10/04/23

Item No. 1	<i>Construct an additional driveway located at STA 8+07 to access ESD #1 property from Oxbow Dr</i>
<i>Classification</i>	Owner Requested
<i>Impact to Cost</i>	\$3,446.00
<i>Impact to Time</i>	0 Days
<i>Justification</i>	See Change Order Narrative for Item No. 1
<i>Cost Summary</i>	Unit Bid Prices

Item No. 2	<i>Construct an additional driveway located at STA 1+24 to access the LG Foods, LLC back portion of the property from Oxbow Dr. to service roll-off and grease trap.</i>
<i>Classification</i>	Owner Requested
<i>Impact to Cost</i>	\$3,446.00
<i>Impact to Time</i>	0 Days
<i>Justification</i>	See Change Order Narrative for Item No. 2
<i>Cost Summary</i>	Unit Bid Prices

Item No. 3	<i>Remove Existing Canopy in pond footprint</i>
<i>Classification</i>	Unforeseen Site Conditions
<i>Impact to Cost</i>	\$ 543.00
<i>Impact to Time</i>	0 Days
<i>Justification</i>	See Change Order Narrative for Item No. 3
<i>Cost Summary</i>	Negotiated Lump Sum Cost

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

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

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

Item No. 1 Backup



El Paso County Emergency Services District No. 1

August 1st, 2023

Subject: Oxbow Drive

Horizon Fire Department/ ESD#1 is requesting an access driveway to be added into the current on going construction on Oxbow Drive.

Requesting a direct driveway to our Fire Marshal's back entrance, as shown in the picture below.



Fire Chief
Kris Menendez

Board of Commissioners

President
Bill Mayberry

Vice President
Jose Berumen

Secretary
Jeff Booth

Treasurer
Amanda Anaya

Assistant Treasurer
Deanne Rankins

OPINION OF PROBABLE COST
OXBOW DRIVE (FIRE MARSHAL)
HUITT-ZOLLARS, INC. 9/14/23

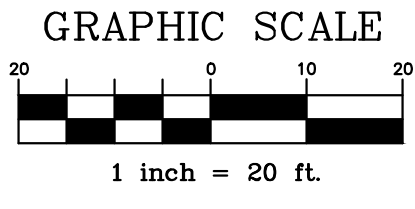
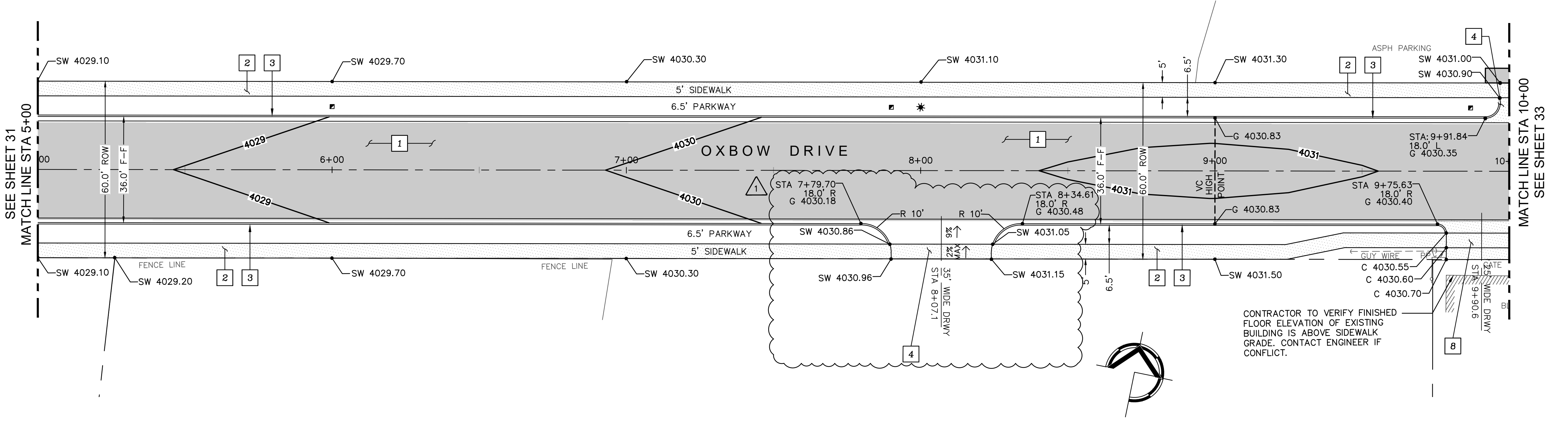
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
PROPOSED DRIVEWAY				
INSTALL CONC. DRIVEWAY (6")	61	SY	\$56.49	\$3,446

BASE BID NO. 1

REVISION NUMBER	DATE	DESCRIPTION
1	9-19-2023	ESD#1 REQUEST

LEGEND:

- LIMITS OF PROPOSED HMAC
- LIMITS OF PROPOSED CONCRETE
- G 4028.00 GUTTER ELEVATION
- TC 4028.00 TOP OF CURB ELEVATION
- P 4028.00 PAVEMENT ELEVATION
- SW 4028.00 SIDEWALK ELEVATION
- C 4028.00 CONCRETE ELEVATION
- TG 4028.00 TOP OF GROUND ELEVATION
- F-F CURB FACE TO FACE
- VC VERTICAL CURVE
- BVCS BEGIN VERTICAL CURVE STATION
- BVCE BEGIN VERTICAL CURVE ELEVATION
- EVCS END VERTICAL CURVE STATION
- EVCE END VERTICAL CURVE ELEVATION
- LVC LENGTH OF VERTICAL CURVE
- PVI POINT OF VERTICAL INTERSECTION
- K K-VALUE
- H.P. HIGH POINT
- L.P. LOW POINT
- ← FLOW ARROW



KEYED NOTES:

- 1 PROPOSED HMAC PAVEMENT PER DETAIL 10, SHEET 48.
- 2 PROPOSED 5' SIDEWALK PER DETAIL 8, SHEET 48.
- 3 PROPOSED TYPE 'A' 6" HIGH CURB AND GUTTER PER DETAIL 6, SHEET 48.
- 4 PROPOSED DRIVEWAY PER DETAIL 1, SHEET 45.
- 5 PROPOSED PAVEMENT TRANSITION ON PRIVATE PROPERTY. REPLACE IN LIKE KIND.
- 6 PROPOSED TYPE 'C' 4" HIGH ROLLED CURB ALONG DRIVEWAY PER DETAIL 5, SHEET 48.
- 7 PROPOSED DRIVEWAY PER DETAIL 2, SHEET 45.
- 8 PROPOSED DRIVEWAY PER DETAIL 3, SHEET 45.
- 9 PROPOSED DRIVEWAY PER DETAIL 4, SHEET 45.
- 10 CONSTRUCT ASPHALT PAVEMENT TRANSITION FROM PROPOSED ROADWAY GRADE TO EXISTING PAVEMENT GRADE. SEE PAVEMENT JUNCTION DETAIL 10, SHEET 48.

NOTES:

1. CONTRACTOR TO FOLLOW TXMUTCD REQUIREMENTS FOR TEMPORARY TRAFFIC CONTROL. SUBMIT TRAFFIC CONTROL PLAN TO TOWN OF HORIZON CITY FOR APPROVAL.
2. CONTRACTOR SHALL PROVIDE ACCESS TO BUSINESSES AT ALL TIMES.
3. CONTRACTOR SHALL PROVIDE PEDESTRIAN ACCESS ALONG SIDEWALKS AT ALL TIMES.
4. REFER TO SHEETS 53 - 55 FOR TYPICAL ROADWAY SECTIONS AND STATION CROSS SECTIONS.
5. CONTRACTOR TO VERTICALLY ADJUST ALL EXISTING UTILITY MANHOLES AND HANDHOLES TO NEW ROADWAY GRADE.
6. INSTALL STREET LIGHT FIXTURES AND EQUIPMENT PER ILLUMINATION PLAN ON SHEET 56.

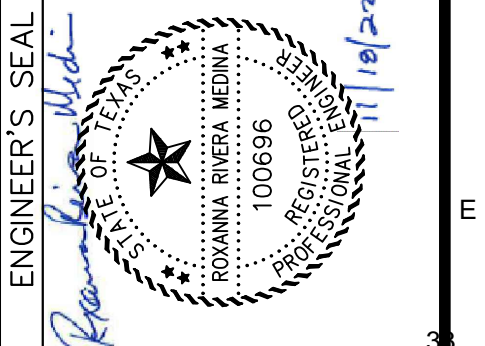
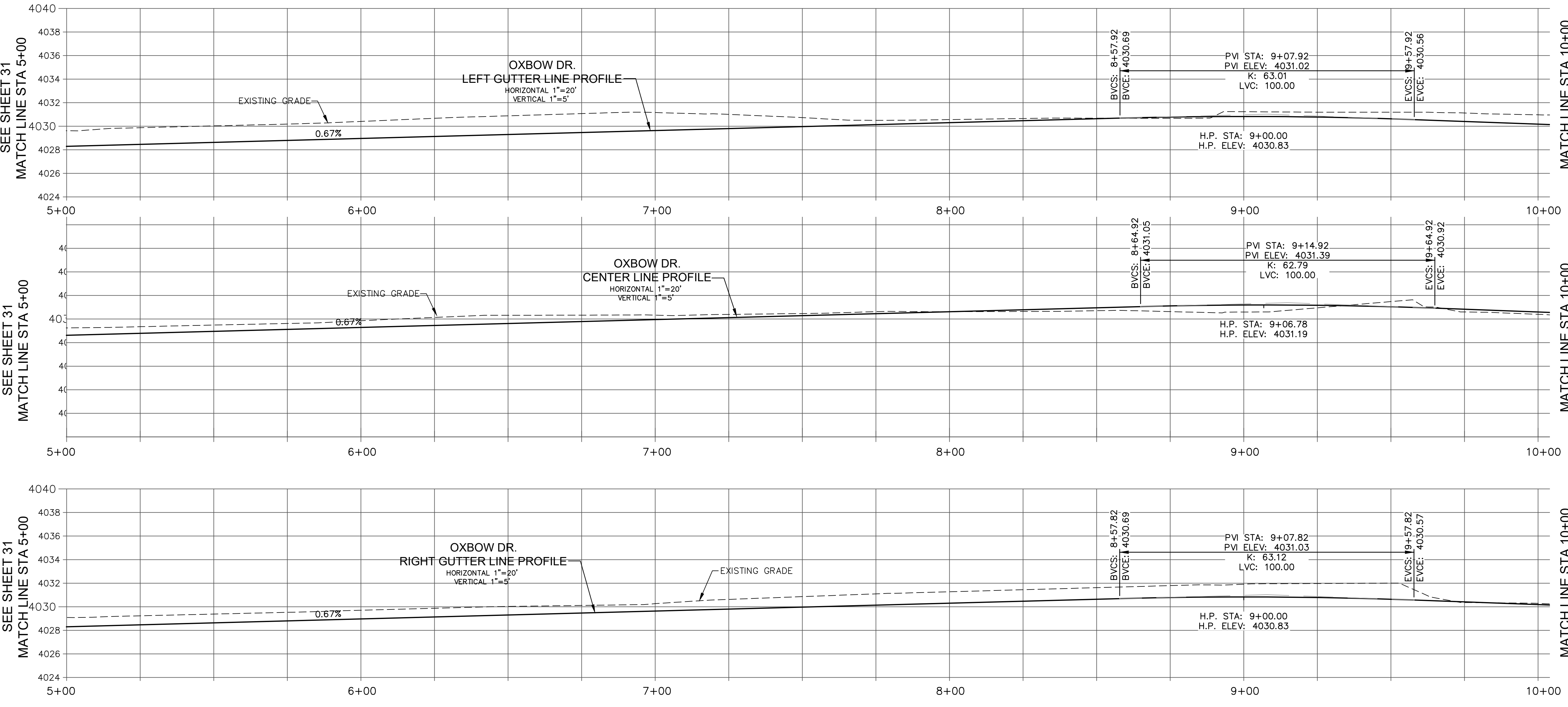
WARNING!

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, WHETHER INDICATED ON THE DRAWINGS OR NOT, TO VERIFY THE LOCATION, DEPTH, AND CONDITION OF ALL EXISTING UTILITIES AND SUBSTRUCTURES AND PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL CONTACT ALL THE UTILITY COMPANIES AND CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO ANY EXCAVATION.

WARNING! BEFORE YOU DIG

CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UNDERGROUND IMPROVEMENTS IN PROJECT AREA

UTILITY LOCATOR SERVICES	
HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT	1-915-852-3917
TEXAS GAS SERVICE	1-800-700-2443
EL PASO NATURAL GAS	1-800-334-8047
A T & T	1-800-924-9420
EL PASO ELECTRIC COMPANY	1-800-252-1133
SPECTRUM	1-915-772-1123
TESS (MEMBER UTILITIES.)	1-800-852-3786



SCALE	AS NOTED
HOR.	AS NOTED
VER.	AS NOTED
DWG	R31446501
DATE	JULY 14, 2022
DESIGN BY	OSCAR ORTEGA
DRAWN BY	FERNIE BRIONES
CHECK BY	ROMANNA RIVERA
APPD. BY	ROMANNA RIVERA
PLOT DATE	September 19, 2023
PLOT SCALE	1:1

PROJECT NAME
STREET IMPROVEMENTS TO PAWLING DRIVE, & OXBOW DRIVE BETWEEN DARRINGTON ROAD & BREAUX STREET, & BREAUX STREET BETWEEN HORIZON BLVD (FM1281) & NUNDA DRIVE
 Bid No. 2022-101

HUITT - ZOLLARS INC.
 ENGINEERING / SURVEYING
 5822 CROMBIE DRIVE SUITE 210
 EL PASO, TEXAS 79912-5502
 (915) 587-4339 / FAX (915) 587-5247
 FIRM REGISTRATION F-761

TOWN OF HORIZON CITY
 14899 DARRINGTON ROAD
 HORIZON CITY, TX 79928
 (915) 852-1046



Item No. 2 - Backup

From: [Albert Valle](#)
To: [Michelle Garcia](#); [Rivera, Roxanne](#)
Subject: FW: LG FOODS LLC (Oxbow Construction)
Date: Tuesday, September 19, 2023 10:04:34 AM

fyi

From: LG FOODS LLC <customerservice@lgfoods@gmail.com>
Sent: Tuesday, September 19, 2023 10:00 AM
To: Albert Valle <avalle@horizoncity.org>
Subject: LG FOODS LLC (Oxbow Construction)

CAUTION: External email from outside our company. Use caution with attachments and links.?

Good morning Albert,

This is Jose Luis Grajeda from LG FOODS on Darrington and Oxbow. We see that construction is continuing on the street and our back lot's side is beginning to be worked on. We weren't able to get a confirmation on the driveway for our backlot. The construction manager informed us that no driveway has been ordered. We are very worried that our back lot will be blocked off and would like to find a solution before construction continues. We are willing to pay for it if this cannot be included in the current plan. This drive way is very important for us as it is currently used for service and residue mitigation. We are already having a difficult time getting our residues removed with the current construction going on and this has caused an increase in odor. Our plant has been here for a very long time and we have grown very slowly but steadily. We are doing our best to be good citizens. We have already installed a water treatment system to only dispose of clean water to the city, free from fats and any contaminants. This drive way also gives us access to this water system. Near future plans also include a smaller storage warehouse in the backlot to organize our operations a little better. I hope you can help us find a solution. We are willing to find the best answer and make things work for the best of the city.

Best Regards,
Jose Luis Grajeda

CAUTION: This email originated from outside Huitt-Zollars. Treat all links and attachments with appropriate caution. Verify with sender if unexpected.

From: Albert Valle
To: Michelle Garcia; rdms2012; Rivera, Roxanne
Subject: FW: LG FOODS LLC (Oxbow Construction)
Date: Friday, September 22, 2023 10:16:10 AM
Attachments: image001.png

fyi

From: LG FOODS LLC <customerservice1gfoods@gmail.com>
Sent: Friday, September 22, 2023 10:13 AM
To: Albert Valle <avalle@horizoncity.org>
Subject: Re: LG FOODS LLC (Oxbow Construction)

Town of Horizon Email Shield

Warning: Sender @customerservice1gfoods@gmail.com is not yet trusted by your organization.
Please be careful before replying or clicking on the URLs.

[Report Phishing](#) [Remove Banner](#)

powered by Graphus®

CAUTION: External email from outside our company. Use caution with attachments and links.?

Good morning Albert,

We agree on the drive way to be built by you. It is the most reasonable option.

Regards,
José Luis Grajeda

On Fri, Sep 22, 2023 at 10:00 AM Albert Valle <avalle@horizoncity.org> wrote:

Mr. Grajeda,

Below is the cost for the new 35ft driveway. The only options are either we build the driveway and LG Foods pays for it or once the project is completed you can request a driveway permit from the city . Keep in mind your access will be blocked by the newly constructed sidewalk, landscaped parkway and curb. Let me know if you have any questions.

OPINION OF PROBABLE COST OXBOW DRIVE (ADDITIONAL DRIVEWAYS) HUITT-ZOLLARS, INC. 9/14/23				
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
PROPOSED DRIVEWAYS				
INSTALL CONC. DRIVEWAY (6")	31	SY	\$56.49	\$1,751
INSTALL CONC. DRIVEWAY (6")	61	SY	\$56.49	\$3,446
SUBTOTAL				\$5,197
Engineering Fees				\$1,312.50

Albert Valle, CFM
Public Works Director
Town of Horizon City
14999 Darrington Road
Horizon City, TX 79928
Cell Number: (915)630-8528
Office Number: (915)852-1046 ext. #402

From: LG FOODS LLC <customerservice1gfoods@gmail.com>
Sent: Tuesday, September 19, 2023 10:00 AM
To: Albert Valle <avalle@horizoncity.org>
Subject: LG FOODS LLC (Oxbow Construction)

CAUTION: External email from outside our company. Use caution with attachments and links.?

Good morning Albert,

This is Jose Luis Grajeda from LG FOODS on Darrington and Oxbow. We see that construction is continuing on the street and our back lot's side is beginning to be worked on. We weren't able to get a confirmation on the driveway for our backlot. The construction manager informed us that no driveway has been ordered. We are very worried that our back lot will be blocked off and would like to find a solution before construction continues. We are willing to pay for it if this cannot be included in the current plan. This drive way is very important for us as it is currently used for service and residue mitigation.

We are already having a difficult time getting our residues removed with the current construction going on and this has caused an increase in odor. Our plant has been here for a very long time and we have grown very slowly but steadily. We are doing our best to be good citizens. We have already installed a water treatment system to only dispose of clean water to the city, free from fats and any contaminants. This drive way also gives us access to this water system. Near future plans also include a smaller storage warehouse in the backlot to organize our operations a little better. I hope you can help us find a solution. We are willing to find the best answer and make things work for the best of the city.

Best Regards,
Jose Luis Grajeda

CAUTION: This email originated from outside Huitt-Zollars. Treat all links and attachments with appropriate caution. Verify with sender if unexpected.

OPINION OF PROBABLE COST
OXBOW DRIVE (ADDITIONAL DRIVEWAYS)
HUITT-ZOLLARS, INC. 9/14/23

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
PROPOSED DRIVEWAYS				
INSTALL CONC. DRIVEWAY (6")	61	SY	\$56.49	\$3,446
SUBTOTAL				\$3,446

REVISION NUMBER	DATE	DESCRIPTION
1	9-22-2023	ADDITIONAL DRIVEWAY REQUESTED BY LG FOODS LLC

BASE BID NO. 1

LEGEND:

- LIMITS OF PROPOSED HMAC
- LIMITS OF PROPOSED CONCRETE
- G 4028.00 GUTTER ELEVATION
- TC 4028.00 TOP OF CURB ELEVATION
- P 4028.00 PAVEMENT ELEVATION
- SW 4028.00 SIDEWALK ELEVATION
- C 4028.00 CONCRETE ELEVATION
- TG 4028.00 TOP OF GROUND ELEVATION
- F-F CURB FACE TO FACE
- VC VERTICAL CURVE
- BVCS BEGIN VERTICAL CURVE STATION
- BVCE BEGIN VERTICAL CURVE ELEVATION
- EVCS END VERTICAL CURVE STATION
- EVCE END VERTICAL CURVE ELEVATION
- LVC LENGTH OF VERTICAL CURVE
- PVI POINT OF VERTICAL INTERSECTION
- K K-VALUE
- H.P. HIGH POINT
- L.P. LOW POINT
- ← FLOW ARROW

KEYED NOTES:

- 1 PROPOSED HMAC PAVEMENT PER DETAIL 10, SHEET 48.
- 2 PROPOSED 5' SIDEWALK PER DETAIL 8, SHEET 48.
- 3 PROPOSED TYPE 'A' 6" HIGH CURB AND GUTTER PER DETAIL 6, SHEET 48.
- 4 PROPOSED DRIVEWAY PER DETAIL 1, SHEET 45.
- 5 PROPOSED PAVEMENT TRANSITION ON PRIVATE PROPERTY. REPLACE IN LIKE KIND.
- 6 PROPOSED TYPE 'C' 4" HIGH ROLLED CURB ALONG DRIVEWAY PER DETAIL 5, SHEET 48.
- 7 PROPOSED DRIVEWAY PER DETAIL 2, SHEET 45.
- 8 PROPOSED DRIVEWAY PER DETAIL 3, SHEET 45.
- 9 PROPOSED DRIVEWAY PER DETAIL 4, SHEET 45.
- 10 CONSTRUCT ASPHALT PAVEMENT TRANSITION FROM PROPOSED ROADWAY GRADE TO EXISTING PAVEMENT GRADE. SEE PAVEMENT JUNCTION DETAIL 10, SHEET 48.

NOTES:

1. CONTRACTOR TO FOLLOW TXMUTCD REQUIREMENTS FOR TEMPORARY TRAFFIC CONTROL. SUBMIT TRAFFIC CONTROL PLAN TO TOWN OF HORIZON CITY FOR APPROVAL.
2. CONTRACTOR SHALL PROVIDE ACCESS TO BUSINESSES AT ALL TIMES.
3. CONTRACTOR SHALL PROVIDE PEDESTRIAN ACCESS ALONG SIDEWALKS AT ALL TIMES.
4. REFER TO SHEETS 53 - 55 FOR TYPICAL ROADWAY SECTIONS AND STATION CROSS SECTIONS.
5. CONTRACTOR TO VERTICALLY ADJUST ALL EXISTING UTILITY MANHOLES AND HANDHOLES TO NEW ROADWAY GRADE.
6. INSTALL STREET LIGHT FIXTURES AND EQUIPMENT PER ILLUMINATION PLAN ON SHEET 56.

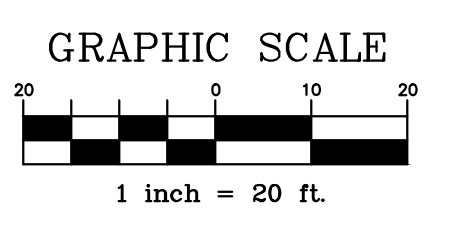
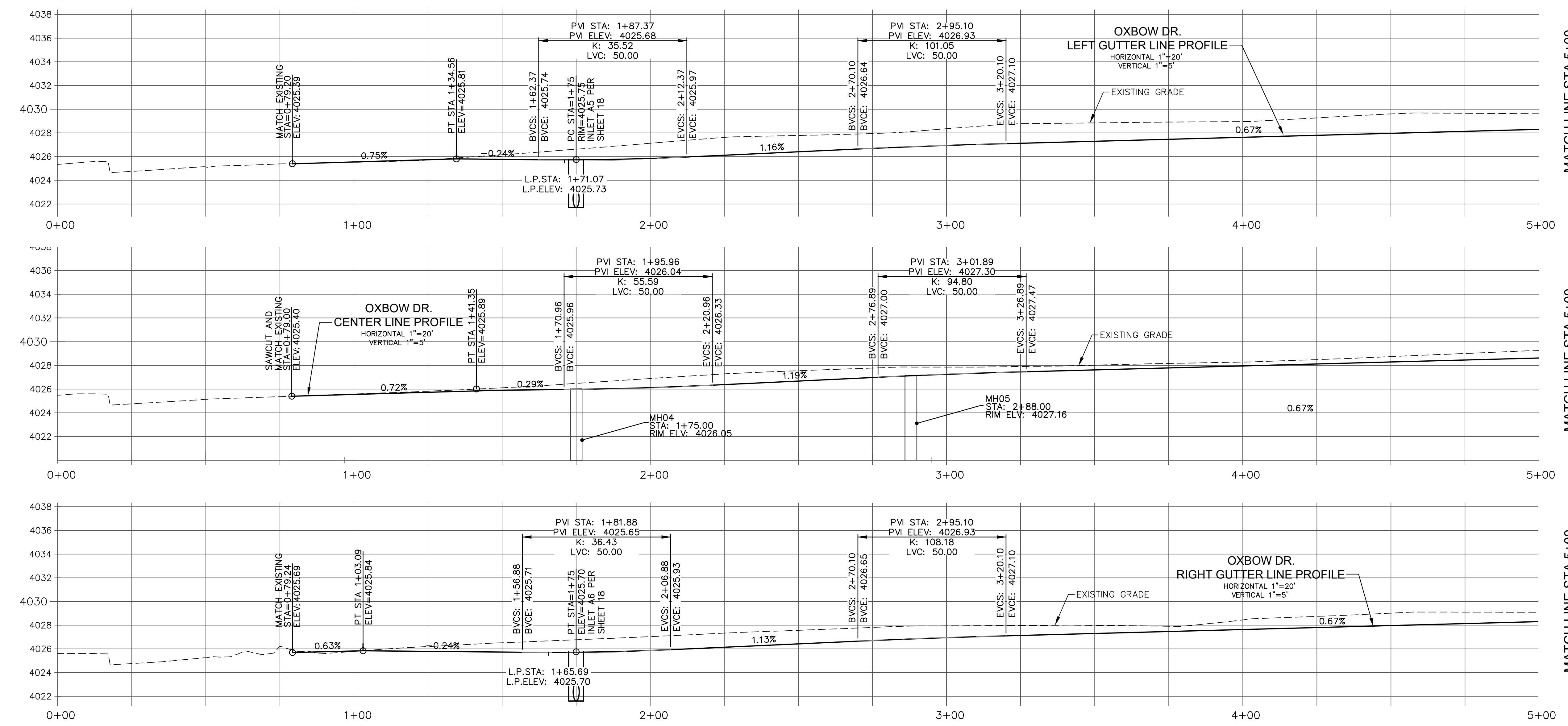
WARNING!

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, WHETHER INDICATED ON THE DRAWINGS OR NOT, TO VERIFY THE LOCATION, DEPTH, AND CONDITION OF ALL EXISTING UTILITIES AND SUBSTRUCTURES AND PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL CONTACT ALL THE UTILITY COMPANIES AND CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO ANY EXCAVATION.

WARNING ! BEFORE YOU DIG

CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UNDERGROUND IMPROVEMENTS IN PROJECT AREA

UTILITY LOCATOR SERVICES	
HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT	1-915-852-3917
TEXAS GAS SERVICE	1-800-700-2443
EL PASO NATURAL GAS	1-800-334-8047
A T & T	1-800-924-9420
EL PASO ELECTRIC COMPANY	1-800-252-1133
SPECTRUM	1-915-772-1123
TESS (MEMBER UTILITIES.)	1-800-852-3786



SCALE	AS NOTED
DATE	AS NOTED
DESIGN BY	OSCAR ORTEGA
DRAWN BY	FERNIE BRIONES
CHECKED BY	ROXANNA RIVERA
APP'D. BY	ROXANNA RIVERA
PLOT DATE	September 22, 2023
PLOT SCALE	1:1

PROJECT NAME
STREET IMPROVEMENTS TO PAWLING DRIVE, & OXBOW DRIVE BETWEEN DARRINGTON ROAD & BREAUX STREET, & BREAUX STREET BETWEEN HORIZON BLVD (FM1281) & NUNDA DRIVE
 Bid No. 2022-101

HUITI - ZOLLARS INC.
 ENGINEERING / SURVEYING
 5822 GROOM DRIVE SUITE 210
 EL PASO, TEXAS 79912-5502
 (915) 587-4335 / FAX (915) 587-5247
 FIRM REGISTRATION F-761

TOWN OF HORIZON CITY
 14899 DARRINGTON ROAD
 HORIZON CITY, TX 79928
 (915) 852-1046



Item No. 3 - Backup

ALLIED PAVING COMPANY

5165 Hercules Ave. | 915-755-7625 | abel.ortiz@alliedpavingcompany.net

REQUEST FOR INFORMATION

RFI NO: 1000

PROJECT: STREET IMPROVMENTS FOR PAWLING DR. (BETWEEN DARINGTON ROAD AND BREAUX STREET) (BETWEEN HORIZON BLVD AND NUNDA)	DATE: 06-21-2023
TO: Albert Buhaya / Roxanne Rivera	BID NO: 2022-101
Town of Horizon	REQUIRED:
14999 DARRINGTON ROAD	STATUS:
HORIZON CITY, TEXAS 79928	COST IMPACT: yes
	SCHEDULE IMPACT: NO

INFORMATION REQUEST

Good morning, all we meet with Buhaya yesterday to let him know that there are concrete slabs in conflict with the pond on the southeast slope of the pond. we would like to remove the concrete pads and canopy in order for us to excavate on pond.

POSSIBLE SOLUTION

Remove concrete slabs in order to complete excavation of pond. Concrete slabs are 1.) 12' X 12' 2.) 14'X12' 3.) 12'X7' 4.) 20'X10'

Cost we would like to overrun bid item 7 of base bid 1 remove existing concrete .

66sy X \$ 13.92 = \$ 918.72

Plus removal of canopy \$ 500.00

Total \$ 1,418.72

Response

REQUESTED BY: ALLIED PAVING COMPANY

SIGNED Abel Ortiz

**INTERLOCAL AGREEMENT
BETWEEN THE
EI PASO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
AND THE TOWN OF HORIZON CITY**

STATE OF TEXAS §
§
COUNTY OF EL PASO §

This Interlocal Agreement (“Agreement”) is made and entered into by and between **EL PASO COUNTY EMERGENCY SERVICES DISTRICT NO. 1 (“District”)** and the **TOWN OF HORIZON CITY, TEXAS** a municipal corporation and political subdivision of the State of Texas (**“City”**), both Parties acting herein by and through their duly authorized representatives, and made effective on the last date signed and dated below;

WHEREAS, this Agreement is entered into pursuant to the Texas Government Code Section 791.001 et seq., Interlocal Cooperation Act;

WHEREAS, the City and the District are political subdivisions fully authorized by Chapter 791 of the Texas Government Code to make and enter into this Agreement;

WHEREAS, the City has currently undertaken a public works project known as the Pawling, Oxbow and Breaux Streets Improvement Project (**“Project”**);

WHEREAS, the District owns property immediately adjacent to the Project and has requested the City construct a driveway to serve the property in conjunction with the Project;

WHEREAS, the District is willing to fully reimburse the City for the expenses incurred in connection with the design and construction of the driveway; and

WHEREAS, the respective governing body of each party finds that: the performance of this Agreement is in the common interest of both parties; the subject of this Agreement is necessary for the benefit of the public; and that each party has the legal authority to perform and to provide the governmental function which is the subject matter of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the District and the City, acting by and through their respective governing bodies have determined that it is in the public interest to enter into the following Agreement,

Horizon City - ILA ESD
Reimbursement Street Improvements
Page 1 of 12

incorporate the foregoing recitals into this agreement as findings of fact as if expressly set forth herein, and take all action necessary to authorize and enter into same, as provided by law; and agree as follows:

ARTICLE I Definitions

Throughout this Agreement, the following terms and expressions shall have the meanings set forth below, unless the context clearly indicates otherwise:

“Authorized Representative”: means an individual designated by a Party to this Agreement who shall be authorized to make decisions and bind the Party on matters relating to this Agreement, and to perform such other functions as described herein.

The initial designations of the Authorized Representatives are _____ with respect to the District and _____ with respect to the City. Such designations may be changed by providing written notice to the other Party.

“Final Acceptance” shall mean the achievement of final completion of construction of the Project to the satisfaction of the City after consultation with the District, and the occurrence of other events and satisfaction of all the other conditions as set forth in the construction contract for the Project, including final payment to the Project contractor.

“District Infrastructure” shall mean the driveway described on Exhibit “A” attached hereto and incorporated herein by reference.

ARTICLE II City’s Obligations

A. Project Development and Construction

1. The Project will be planned, procured, designed, and constructed by the City through the procurement method chosen by the City in accordance with applicable law. Subject to the provisions of this Agreement, the City shall issue the necessary procurement documents, manage the procurement process, and manage the design and construction of the Project.

2. As part of the design, the City will incorporate the design of the District Infrastructure and will cause it to be constructed as part of the Project.

B. Construction and Post Construction Records and Information. City will provide to the District:

- a. Copies of any future change orders related to the Project that relate to the District Infrastructure.
- b. Upon satisfactory completion of construction and any applicable warranty or construction performance period, the City will furnish to the District a final construction summary and a copy of the record drawings of the District Infrastructure for the District's records.
- c. The transfer of any such contractor's warranties, guarantees, and bonds, to the extent such are transferable, that relate to the District's Infrastructure.

ARTICLE III District Obligations

A. Coordination and Consultation. The District will provide assistance to the City as follows:

- a. The District will meet with the City and its contractor regarding the process of constructing the District's Infrastructure to avoid any delays or additional cost to the Project caused by lack of coordination.
- b. The District shall meet with the City's contractor at least ____ business days prior to the start of the construction at the site owned by the District, so as to make final plans for the coordination of the work and the condition as to which the site will be left in upon completion of the District's work.

B. Access to District Property. The District shall allow the City's contractor to access the construction site for the installation of the District's Infrastructure in a timely manner and will not delay the progress of the Project.

ARTICLE IV
Bond and Guarantee; Insurance

- A. All construction contracts affecting the Project and the District's Infrastructure shall include a payment and performance bond acceptable to and in favor of and benefitting the City, for the full amount of the contract and a warranty by the contractor executed in favor of and benefitting the City and the District, for a period of one year from the date of acceptance of the Roadway Improvements.
- B. The City shall require the construction contractor to provide workers compensation insurance as required by the laws of the State of Texas. The City shall also require that the contractor procure and maintain comprehensive general liability insurance and auto liability insuring against the risk of bodily injury, property damage, and personal injury liability occurring from, or arising out of the construction of the Project in the standard amounts required by the City. The City and the District will be included as additional insured on all such insurance coverages.

ARTICLE V
Liability for losses

- A. The City agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the City and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of the City or any agent, employee, official, or contractor of the City. Notwithstanding anything in this Agreement to the contrary, these provisions shall survive any termination of this Agreement.
- B. The District agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of the District and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of the District or any agent, employee, official, or contractor of the District. Notwithstanding anything in this Agreement to the contrary, these provisions shall survive any termination of this Agreement.
- C. The City will require the contractor constructing the Project to protect, defend, indemnify, and hold harmless the District from liability in the same manner as the

contractor will so protect, defend, indemnify, and hold harmless the City under the construction contract.

ARTICLE VI

Financial Obligations

- A. The City will provide the funding of the Project to include the District Infrastructure and the District will provide funding to the City in such an amount that reimburses the City for the construction costs relating to the District Infrastructure.
- B. Within 30 days after both Parties have executed this Agreement, the District will deposit with the City's Finance Director, an initial amount of \$4,758.50, which shall be used for the District Infrastructure and credited to the amount of total costs that the District will owe to the City for the District Infrastructure.
- C. The City will account for all actual costs associated with the Project using generally accepted state and federal accounting procedures. Upon final completion of the Project, the City shall determine the actual cost of construction of the portions of the project attributable to the District Infrastructure, which shall be the actual cost of construction, for which the District is obligated to repay to the City ("District Costs").
- D. Within 60 days after the Roadway Improvements are complete, the City shall render and send to the District, a final written accounting of any and all costs to be paid or borne by the District under this Agreement, taking into account any amount the District has previously paid as provided herein and subject to adjustment after resolution of any pending claims or contingent liabilities arising from the roadway Improvements.
- E. Payments made by the District that are not timely received by the City will bear interest at the maximum rate allowed by law.

ARTICLE VII

Term, Default and Termination

- 1. **Term.** The term of this Agreement shall begin on the effective date hereof and shall end upon full payment by the District of the District's Costs.

2. Termination.

- a) This Agreement may only be terminated by 30 days written notice of termination by the City to the District or upon mutual agreement and consent of the City and the District.
- b) Upon repayment in full by the District of the District's Costs, this Agreement shall automatically terminate except with respect to any obligation of a Party related to any losses, costs, expenses, penalties, claims, and liabilities due to the activities of a Party, or any agent, employee, official, or contractor of a Party, which obligations shall survive such termination.

3. District Default. The District shall be in breach under this Agreement upon the occurrence of any one or more of the following events or conditions (each a District Default”):

- a) The District fails to reimburse the City for any amount owing and payable within 30 days after the date such payment is due; or
- b) The District fails to observe or perform any other covenant, agreement, term, or condition required to be observed or performed by the District under this Agreement.

4. District Cure Periods. For the purpose of the City's exercise of remedies, the District shall have a period of thirty (30) days after the City delivers to the District written notice of the District Default.

5. City Remedies for District Defaults. The District agrees that in the event of default by the District under this Agreement, the City may, by all legal and equitable means, require the District and any appropriate official of the District (acting solely in his or her official capacity) to remedy any default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings in any court of competent jurisdiction in El Paso County, Texas.

6. City Default. The City shall be in breach under this Agreement if it fails to observe or perform any covenant, agreement, term, or condition required to be observed or performed by the City under this Agreement (each a “City Default”).

7. City Cure Periods. For the purpose of the District's exercise of remedies, the City shall have a period of thirty (30) days after the District delivers to the City written notice of the City Default; provided that if the City Default is of such a nature that the cure cannot with diligence be completed within such time period and the City has commenced

meaningful steps to cure promptly after receiving the default notice, the City shall have such additional period of time, up to a maximum cure period of forty-five (45) days, as is reasonably necessary to diligently effect cure.

8. **District Remedies for City Defaults.** The City agrees that in the event of default by the City under this Agreement, the District may, by all legal and equitable means, require the City and any appropriate official of the City (acting solely in his or her official capacity) to remedy any default under, and carry out the provisions of, this Agreement, including specifically the use and filing of mandamus proceedings in any court of competent jurisdiction in El Paso County, Texas.
9. **Attorney's Fees and Costs of Court.** The prevailing party in any legal proceeding to enforce this Agreement shall be entitled to recovery of reasonable attorney's fees and costs of court.

ARTICLE VIII Miscellaneous Provisions

A. COMPLIANCE WITH LAW

The Construction and processes used for procurement shall comply with all federal, state, and local laws, regulations, and ordinances.

B. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that each Party shall operate as an independent contractor in each and every respect hereunder and not as an agent, representative or employee of the other. The Parties further agree that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the City and the District.

C. FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or

performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

D. LAW GOVERNING CONTRACT; VENUE

1. The Parties expressly agree that, in all things relating to this Agreement, each party is performing governmental functions, as defined by the Tort Claims Act.
2. Each Party will be responsible for its own actions in providing services or undertaking activities pursuant to this Agreement and shall not be liable for any civil liability that may arise from the furnishing of services, or the activities undertaken by the other Party.
3. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in El Paso County, Texas.
4. This Agreement shall be construed in accordance with the laws of the State of Texas.

E. NOTICES

All notices required or permitted under this Agreement may be given to a party personally, by facsimile, or by mail, addressed to such party at the address stated below or to such other address as one party may from time to time notify the other in writing. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid. Notice by overnight express delivery service shall be deemed effective one (1) business day after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery. For purposes of notice, demand, request reply, or payment the address shall be:

City: Town of Horizon City
Attention: Mayor
14999 Darrington Road
Horizon City, Texas 79928

With a copy to: Planning Director
14999 Darrington Road
Horizon City, Texas 79928

District: El Paso County Emergency Services District No. 1

With a copy to: _____

Each Party shall have the right to designate a different address within the United States of America by giving in conformity with the Section.

F. PARAGRAPH HEADINGS AND CAPTIONS.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

G. AGREEMENT CONSTRUCTION

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for nor against any party, regardless of the actual drafter of this Agreement.

H. NO THIRD-PARTY BENEFICIARIES

The provisions and conditions of this Agreement are solely for the benefit of the City and the District and any lawful assign or successor of the District and are not intended to create any rights, contractual or otherwise, to any other person or entity.

I. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

J. MISCELLANEOUS

(1) Entire Agreement: This Agreement contains the entire agreement of the parties. This Agreement can be amended or assigned only by written agreement signed by the City and Owner.

(2) This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(4) Effective Date: This Agreement is effective on the last date that both the City and Owner have signed and executed this Agreement.

(5) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(6) Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

K. SIGNATORY AUTHORITY

Each Party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of the District and the City, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

EL PASO COUNTY EMERGENCY SERVICES DISTRICT NO. 1

By: _____

(Printed Name)

(Title)

Dated: _____

TOWN OF HORIZON CITY

By: _____

Andres Renteria, Mayor

Dated: _____

(acknowledgements on next page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me as the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of El Paso County Emergency Services District No. 1 and that he/she executed the same as the act of the said El Paso County Emergency Services District No. 1 for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, 2023.

Notary Public in and for the State of Texas

STATE OF TEXAS)
)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Ruben Mendoza, known to me as the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the Town of Horizon City and that he/she executed the same as the act of the said Town of Horizon City for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

Notary Public in and for the State of Texas

EXHIBIT "A"

Description of District Infrastructure

DRAFT

GOVERNMENT- PRICE QUOTATION



Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | GRANICUS@CARASOFT.COM

TO: Elvia Schuller
 City Administrator/City Clerk
 Horizon City City
 14999 Darrington Road
 Horizon City, TX 79928

FROM: Garrett Smith
 Granicus at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: eschuller@horizoncity.org

EMAIL: Garrett.Smith@carahsoft.com

PHONE: (915) 852-1046

PHONE: (571) 662-3062

FAX: (703) 871-8505

TERMS: DIR Contract No. DIR-TSO-4288
 Expiration Date: February 21, 2025
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Texas VID#: 1522189693700
 Sales Tax May Apply

QUOTE NO: 40598421
QUOTE DATE: 09/06/2023
QUOTE EXPIRES: 10/08/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$89,143.86

TOTAL QUOTE: \$89,143.86

GOVERNMENT- PRICE QUOTATION



Granicus at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | GRANICUS@CARASOFT.COM

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
SUBTOTAL:						\$89,143.86
TOTAL PRICE:						\$89,143.86
TOTAL QUOTE:						\$89,143.86

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
OPTIONAL SOLUTIONS						
10	GR-OWA-OTF-679	Optional Extended Warranty for AVIOR™ Camera Control Appliance(s) - Annual Subscription Granicus - GOVM-SWG-OWA-OTF		\$1,914.31	TX DIR 1	\$1,914.31
11	GR-CAO-SUB-679	Captioning Overages (Hours to be Scoped) - per hour Granicus - GOVM-SWG-CAO-SUB		\$125.89	TX DIR 2	\$251.78
SUGGESTED SUBTOTAL:						\$2,166.09

For govDelivery Customers Only:

Potential Users are based on the greater of quarterly website visits to the domains covered by a license or the subscriber base multiplied by 12, less 20% to account for inactive subscribers.

The Granicus Master Subscription Agreement can be found at www.granicus.com/Master_Subscription_Agreement

Granicus Order Form for Horizon City, TX

ORDER DETAILS

Granicus Contact: Natascha Halley
Email: natascha.halley@granicus.com
Order #: Q-297269
Prepared On: 06 Sep 2023

ORDER TERMS

Currency: USD

Payment Terms: All fees set forth in the Quote from reseller/distributor to Client are due and payable in accordance with those terms. Use of the Products is governed by the terms of the Granicus Master Subscription Agreement or such other Agreement as agreed to by the parties.

Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRODUCT SUMMARY

The specifications and terms within this Order Form are specific to the products and volumes contained herein.

NOTE: Fees for the below Products will be as set forth in the quote from an authorized reseller.

One-Time Services		
Solution	Billing Frequency	Quantity/Unit
Avior™ PRO Remote Broadcast System - Four Camera Setup	Upon Delivery	1 Each
Captioning Software Only	Upon Delivery	1 Each
Avior™ Setup and Deployment	Upon Delivery	1 Each
Advanced Caption Encoder/Decoder	Upon Delivery	1 Each
AVIOR™ Standard Pre-Assembly & Install	Upon Delivery	1 Each
AVIOR™ Custom Pre-Assembly & Install	Upon Delivery	1 Each

New Subscriptions		
Solution	Billing Frequency	Quantity/Unit
AVIOR Control Software License	Annual	1 Each
CaptionLive ESP	Annual	1 Hours
Avior™ 25	Annual	1 Each

Optional Solutions		
Solution	Billing Frequency	Quantity/Unit
Optional Extended Warranty for AVIOR™ Camera Control Appliance(s)	Upon Delivery	1 Each
Captioning Overages	Annual	2 Hours

PRODUCT DESCRIPTIONS

Solution	Description
Avior™ PRO Remote Broadcast System - Four Camera Setup	Avior™ PRO Remote Broadcast System: Four HD Camera Solution
Captioning Software Only	Captioning Software Only (EASE™ H or EASE™ 2D Appliance Upgrade)
AVIOR Control Software License	Annual License Fee
Optional Extended Warranty for AVIOR™ Camera Control Appliance(s) (Optional Solution)	Optional Extended Warranty for AVIOR™ Camera Control Appliance (s)
Avior™ Setup and Deployment	Standard AVIOR™ system setup and remote deployment
Advanced Caption Encoder/Decoder	Advanced Caption Encoder/Decoder for IP-based handoff to captioners: HD492 is a three gigabits level B, high definition, serial digital interface closed caption encoder with audio and captions over IP. Synchronization of live captions and program video/audio with CCMATCH technology. Unit has an additional built-in SDI decoder output to show on-screen caption burn-in. Simultaneous support for two languages.
CaptionLive ESP	CaptionLive ESP - Automated Transcription Service in English and Spanish with text, No cleanup, per hour
Captioning Overages (Optional Solution)	Contract Overage/a la carte: Each Additional Captioned Meeting
AVIOR™ Standard Pre-Assembly & Install	AVIOR™ Standard Pre-Assembly & Install (travel not included)

Solution	Description
AVIOR™ Custom Pre-Assembly & Install	AVIOR™ Custom Pre-Assembly & Install (travel not included)
Avior™ 25	AVIOR™ 25 Managed Service SaaS: Remote Switching for up to 25 meetings per year.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-297269 dated 06 Sep 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Horizon City, TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Terms and Conditions are in accordance with the Granicus Texas Department of Information Resources agreement DIR-TSO-4288 and takes precedence over all other conflicting terms and conditions incorporated herein.

RESOLUTION

Town of Horizon City

That the Mayor be authorized to sign a Second Amendment to Employment Contract between the Town of Horizon City and Mario A. Gonzalez, Municipal Court Judge for the purpose of extending his appointment for a term ending November 30, 2025.

Passed and approved the ___ day of _____, 2023.

TOWN OF HORIZON CITY

By: _____
Andres Rentería, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMCP

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

SECOND AMENDMENT TO CONTRACT OF EMPLOYMENT

WHEREAS, the Town of Horizon City, Texas ("City") and Mario A. Gonzalez ("Judge") entered into a Contract of Employment on August 13, 2019, to engage the services of the Judge to act as a municipal court judge for the City for a term expiring on November 30, 2021;

WHEREAS, the City Council approved a First Amendment to the Contract of Employment for the purposes of extending the term until November 30, 2023, and to adjust the compensation to allow the Judge to receive the same cost of living adjustments granted to non-collective bargaining employees at the start of each fiscal year; and

WHEREAS, the parties desire to extend the terms of the Contract of Employment for an additional term of two years beyond November 30, 2023.

The parties agree as follows:

1. **TERM.** The term of the Contract of Employment (term of office) shall be extended for an additional two years and will expire on November 30, 2025.
2. **RATIFICATION.** Unless expressly amended herein, all other terms and conditions of the Contract of Employment and the First Amendment remain in full force and effect; including but not limited to, the compensation as specified in the First Amendment.

Approved by the City Council of the Town of Horizon City, Texas on ____ day of _____, 2023.

(Signatures on next page)

TOWN OF HORIZON CITY, TEXAS

By: _____
Andres Renteria, Mayor

JUDGE

Mario A. Gonzalez
Municipal Court Judge

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

CONTRACT OF EMPLOYMENT

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS
COUNTY OF EL PASO)

THIS CONTRACT OF EMPLOYMENT FOR JUDICIAL SERVICES is made by and between **THE TOWN OF HORIZON CITY, TEXAS**, 14999 Darrington Rd., Horizon City, Texas, hereinafter called the “**City**” and **MARIO A. GONZALEZ**, hereinafter called “**Judge**” upon the following terms, covenants and conditions:

In consideration of the mutual promises herein contained the parties agree as follows:

A. APPOINTMENT:

The **City** hereby hires and appoints the **Judge** as the Municipal Court Judge as a part-time employee and the **Judge** agrees to perform the full duties and responsibilities as Municipal Court Judge for Horizon City as discussed herein and described in the “Town of Horizon City Municipal Court Judge” position description, attached hereto as Exhibit A.

B. TERM:

The term of this contract (term of office) shall be from December 1, 2019 and shall run until November 30, 2021. At the end of this term, if provision has not been made by the then City Council for the renewal of this Contract then this Contract shall automatically renew itself on a month-to-month term under the same covenants and conditions herein contained until action is taken by the City Council to renew this Contract or until a new judge is appointed and confirmed.

If termination of this Contract is required by either party prior to the expiration of the primary term then said termination is authorized by mutual consent of the **City** and **Judge** upon thirty (30) days written notice or through a 2/3 vote of City Council upon showing good cause.

C. DUTIES:

The **Judge** shall perform all duties and responsibilities of the Office of the Municipal Court Judge of Horizon City. These duties and obligations include, but not limited to, those contained under Texas State Law affecting Municipal Courts, The Texas Local Government Code, State and Federal Statutes, State and Federal Regulations and Municipal Ordinances. The **Judge** shall be a part-time, 20 hours per week employee but shall remain on call to perform such obligations 24 hours per day, 7 days per week. The **Judge** shall conduct court sessions and perform on call magistrate duties as required.

The **Judge** will prepare within 45 days of execution of the contract, appropriate revisions to a community service plan for use with defendants.

The **Judge** shall also work in conjunction with the City Attorney to provide continuing education to **City** support staff and the Police Department.

D. EMPLOYEE EVALUATION AND REVIEW:

The Mayor will review and evaluate the **Judge's** job performance annually. The Judge will be given the opportunity to rebut a negative review given by the Mayor at an open session of the City Council.

E. COMPENSATION:

The **City**, for and in consideration of the part-time services provided by the **Judge**, does hereby agree to pay to the **Judge** an annual salary of Forty Five Thousand and No/100 U.S. Dollars (\$45,000.00) per year to be paid in equal bi-weekly installments beginning December 1, 2019. Salary shall be reviewed at such time as the Council conducts budget review hearings in preparation of the City's annual budget as required by law for each fiscal year. The "only" benefits the **Judge** will be eligible for are employee insurance benefits (medical, life, vision, dental, disability and retirement plans, including the Texas Municipal Retirement System, as provided to other City employees). The **Judge** shall not be eligible for any other benefits allowed for full time or part-time City employees (Paid Time Off, Comp Time, Paid Holidays).

The **Judge** will be responsible for providing a cellular phone for use involving city business. The **Judge** will be responsible for payment for such cellular phone bill and it will not be the responsibility of the **City**.

The **City** will pay for books and legal education and training that are pertinent to the **Judge**'s duties, subject to the availability of funds that have been budgeted by the **City** for such purpose. The **Judge** will submit all requests for such purchases, travel and attendance at seminars in conformity with the policies and procedures established by the **City** for such expenditures. The **City** shall not be obligated to pay for the costs of books or training that exceed the amount budgeted by the **City** for such purposes, but the **City** shall have the discretion to budget additional funding and pay for such books or training when doing so will provide a benefit to both the **City** and the **Judge**.

F. PARTIES BOUND:

This Contract shall accrue to the benefit of and be binding upon the parties, their successors, heirs and personal representatives.

G. LEGAL CONSTRUCTION:

In case any part or provision contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable by a Court in any respect, such invalidity, illegality, or unenforceability shall not destroy this Contract, and this Contract shall be construed and enforced as if the offending part or provision were not a part of this Contract.

H. TEXAS LAW TO APPLY:

This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue shall lie in El Paso County, Texas.

Approved by the City Council of the Town of Horizon City, Texas on August ____, 2019.

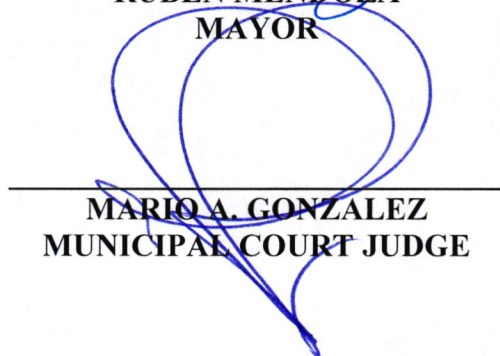
[Signatures on following page]

SIGNED this 13th day of August, 2019.

TOWN OF HORIZON CITY, TEXAS



**RUBEN MENDOZA
MAYOR**



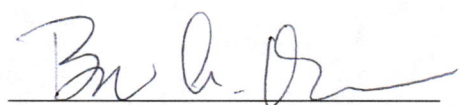
**MARIO A. GONZALEZ
MUNICIPAL COURT JUDGE**

ATTEST:



**Elvia Schuller
City Clerk**

APPROVED AS TO FORM:



**Bertha A. Ontiveros
Assistant City Attorney**

RESOLUTION

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

That the Mayor is authorized to sign the Consent to Assignment of the Chapter 380 and Economic Development Performance Agreement, the Purchase and Sale Agreement regarding 1566 Pawling and the Right of First Offer Agreement between the Town of Horizon City and MICBEC Investments, LLC (“Developer”) to Horizon Oxbow Development, LLC , thereby allowing Horizon Oxbow Development, LLC , to assume the rights, responsibilities, and obligations of Developer.

PASSED AND APPROVED the ____ day of October 2023.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

CONSENT TO ASSIGNMENT

This Consent to Assignment is executed between the Town of Horizon City (“City”), MICBEC Investments, LLC (“MICBEC”) and Horizon Oxbow Development, LLC (“Horizon Development”) and will be effective on the date approved and signed on behalf of the Town of Horizon City.

WHEREAS, on September ___, 2023, the City approved a Chapter 380 Economic Development Program Agreement, a Purchase and Sale Agreement and a Right of First Offer regarding the development at 1566 Pawling in the Town of Horizon City with MICBEC (hereafter collectively “the Economic Development Agreements”);

WHEREAS, MICBEC desires to assign all its rights, titles and obligations arising from the Economic Development Documents to Horizon Development;

WHEREAS, Horizon Development agrees to undertake the responsibilities to purchase the real estate, demolish the existing structure, redevelop the site, and construct the office warehouse units in accordance with the terms of the Economic Development Documents;

WHEREAS, the Economic Development Documents require the City’s prior written consent in order to complete the assignment;

WHEREAS, MICBEC has requested that the City consent to the assignment of the Economic Development Agreements to Horizon Development;

WHEREAS, Horizon Development agrees to be responsible for all duties and obligations under the Agreement; and

WHEREAS, the City agrees to the assignment of all rights, duties and obligations encompassed in the Agreement to Assignee.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS;

1. The City consents to the assignment of the rights, duties and obligations arising from the Economic Development Documents to Horizon Development.
2. Horizon Development agrees to assume and perform all duties, obligations, and responsibilities arising from the Economic Development Documents and relevant state and local laws and regulations.

3. All terms and conditions of the Economic Development Documents shall remain in full force and effect.
4. Upon such Assignment, MICBEC shall be released from all its liability and obligations of performance under the Contract. This release specifically cancels such liability of MICBEC from Paragraph 7.03 of the Contract.

Approved and effective the ____ day of October 2023.

TOWN OF HORIZON CITY

By: _____

Andres Renteria, Mayor

ATTEST:

By: _____

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____

**Sylvia Borunda Firth
Assistant City Attorney**

MICBEC INVESTMENTS, LLC

By: _____

(Printed Name)

(Title)

STATE OF TEXAS

COUNTY OF EL PASO

Before me, _____ on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this _____ day of _____, 2023.

Notary Public's Signature

HORIZON OXBOW DEVELOPMENT, LLC

By: _____

(Printed Name) (Title)

STATE OF TEXAS

COUNTY OF EL PASO

Before me, _____ on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this _____ day of _____, 2023.

Notary Public's Signature



Town of Horizon City Council

Consent to Assignment Request

October 10, 2023

2020 Horizon City Comprehensive & Strategic Plan
ED Goal #2 : Establish public/private partnerships to assist in growth and investment

Horizon Economic Development: Consent to Assignment

Request

That the Horizon Economic Development Corporation's Executive Director be allowed to finalize a **Consent to Assignment** to transfer the right title and interests in the Chapter 380 and Economic Development Performance Agreement, the Purchase and Sale Agreement regarding 1566 Pawling and the Right of First Offer Agreement **from MICBEC Investments, LLC ("Developer") to Horizon Oxbow Development LLC.**

Staff Recommends Approval



HEDC : Project Background and Details

City Council Approval

Project was approved by HCC on **September 6, 2023**

Description

Development of a Twenty-Five Thousand sq. ft. (25,000 sq. ft) office flex warehouse, and two office condos measuring Two Thousand Five Hundred square feet (2,500 sq. ft) each.

Minimum Capital Expenditures - \$3,167,000.00

Term - Six (6) Years from the Date of Execution

All agreement terms will remain the same after the Consent to Assignment



1560 Pawling: Horizon City 79928 : Location

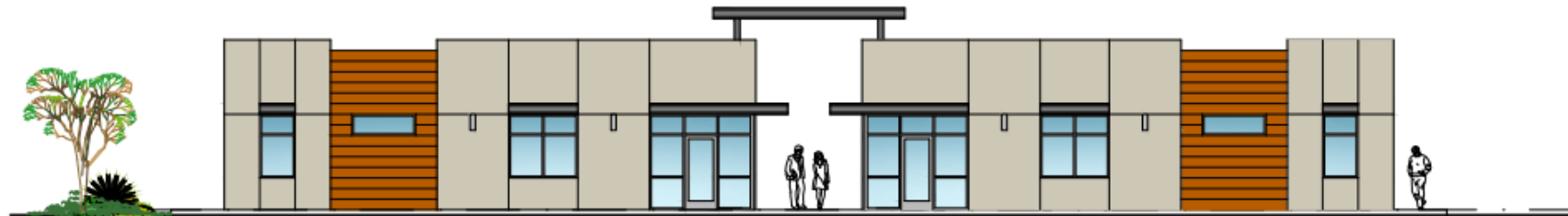
2 HORIZON MANOR #1 2 (EXC WLY PT) (128201.43 SQ FT) : 2.94 acres (calculated)



HEDC : Project Renderings

1560 Pawling: Horizon City 79928 : Proposed Design

Flex Use Design : Office, Retail, Warehousing



TYPICAL FRONT ELEVATION

SCALE: 1/8" = 1'-0"

HEDC : Project Renderings

1560 Pawling: Horizon City 79928 : **Proposed Design**

Flex Use Design : Office, Retail, Warehousing



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

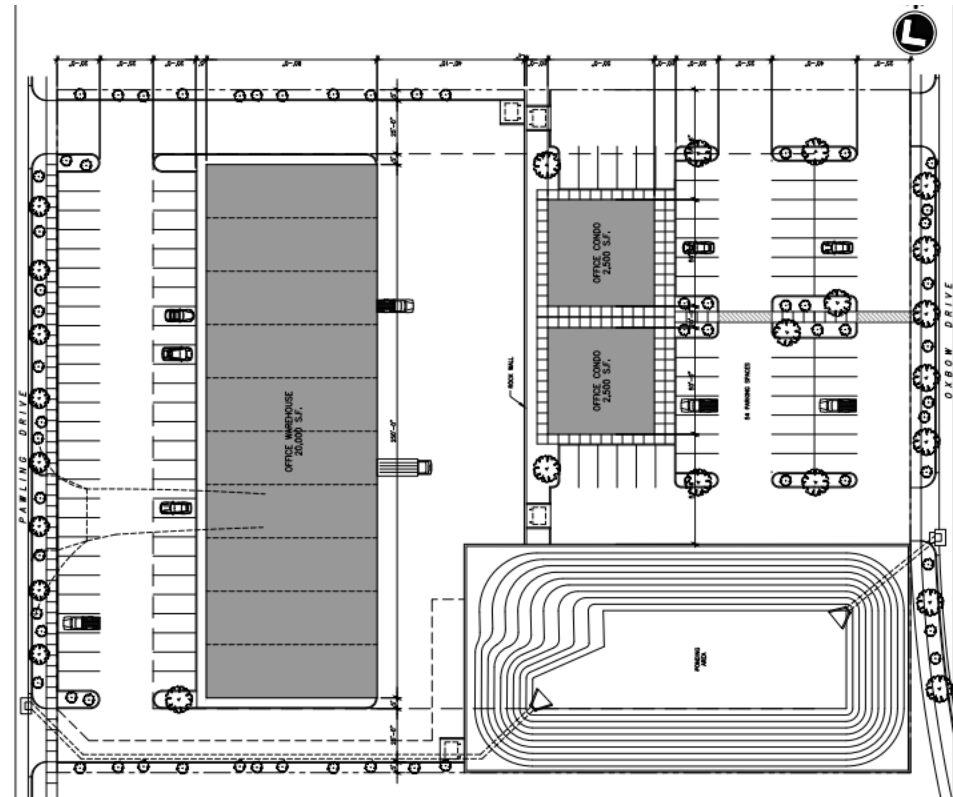


SOUTH ELEVATION
SCALE: 3/32" = 1'-0"

HEDC : Project Renderings

1560 Pawling: Horizon City 79928 : Proposed Design

Flex Use Design : Office, Retail, Warehousing



Horizon Economic Development: Consent to Assign

Request

That the Horizon Economic Development Corporation's Executive Director be allowed to finalize a **Consent to Assignment** to transfer the right title and interests in the Chapter 380 and Economic Development Performance Agreement, the Purchase and Sale Agreement regarding 1566 Pawling and the Right of First Offer Agreement **from MICBEC Investments, LLC ("Developer") to Horizon Oxbow Development LLC.**

Staff Recommends Approval



Questions?



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: October 10, 2023

To: Honorable Mayor and Members of City Council

From: Art Rubio, Planner

SUBJECT: **Preliminary and Final Subdivision Plat** application for **HW8140 (Case No. SUC23-0001)**, recording plat application and authorizing the Mayor to sign the recording plat legally described as Tract 5-D, Block 78, Township 3, Section 42, Texas and Pacific Railway Company Survey and Tract 1-H, Block 78, Township 3, Section 43, Texas, and Pacific Railway Company Survey, Town of Horizon City, El Paso County, Texas. Containing 1.000± acres. Application submitted by Atlas Engineering Management & Contracting.

On September 18, 2023, the Planning & Zoning Commission unanimously recommended approval of HW8140 on a preliminary and final subdivision plat basis subject to all comments being addressed prior to recording.

The application meets all minimum requirements of a preliminary plat subdivision and staff recommends approval subject to all comments being addressed prior to recording of the final plat.

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



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: SUC23-0001, HW8140 Revised

Application Type: Preliminary & Final Subdivision Plat Applications
P&Z Hearing Date: September 12, 2023
Staff Contact: Art Rubio, Planner
 915-852-1046, Ext. 407; arubio@horizoncity.org

Address/Location: 501 Darrington Rd., West of Darrington and South of Blair Dr.
Property ID No.: X57800034200755
Legal Description: Tract 5-D, Block 78, Texas and Pacific Railway Company Survey and Tract 1-H, Block 78, Texas and Pacific Railway Company Survey, Town of Horizon City, El Paso County, Texas, approximately 1-acre ±

Property Owner: HW8140 North Loop, LLC
Representative: Atlas Engineering and Management
Nearest Park: Golden Eagle Park
Nearest School: Frank Macias Elementary School

SURROUNDING PROPERTIES:

	Zoning	Land Use
N	M-1 (Light Industrial)	Warehousing
E	R-9 (Single-Family Dwelling)	Frank Macis Elementary, Residential
S	M-1 (Light Industrial)	Warehousing
W	M-1 (Light Industrial)	Warehousing

LAND USE AND ZONING:

	Existing	Proposed
Land Use	Vacant Building	Commercial
Zoning	M-1 (Light Industrial/SUP)	Commercial Development

Application Description:

Preliminary and Final Subdivision:

The applicant requested to subdivide the subject property into a commercial subdivision. The proposed subdivision includes one 1-acre lot for commercial development. The site has existing structures which have not been in use and the new owner proposes to renovate the existing structure and expand it as a commercial shopping center which triggered a subdivision as the property is currently in survey tract form. Pursuant to Horizon City Municipal Code, Subdivision Ordinance, no permit may be issued without the submittal and approval of a subdivision plat. The applicant submitted a Land Development Exemption Determination, and the final determination was that the property did not meet any exemptions from platting and a subdivision plat is required.

In accordance with Chapter 212 of the Texas Local Government Code, public notice on preliminary and final subdivisions is not required. In addition, the applicant is not required to erect signs notifying the public of the proposed subdivision on the subject property.

Staff Recommendation:

Staff recommends approval subject to all pending comments being addressed prior to City Council.

Planning Division Comments:

Preliminary Plat:

1. Verify legal description and spell out on heading on Preliminary and Final Plat.
2. What additional ROW is being dedicated?
3. Include existing cross sections for Blair and Darrington on Preliminary Plat.
4. Verify and correct legal description on notes, i.e., Tract not Track.

Public Works Director Comments:

HW8140

PRELIMINARY PLAT (1ST review 9/12/2023)

1. Show location of water courses, ravines, present structures and other features pertinent to subdivision. Provide the total flow for that specific watershed area. The parcel will need to have a pond. Provide pond capacity calculations. Callout/Show existing improvements.
2. ~~Provide a note stating "Grading plan/permit is required at the time of the Building permit"~~
3. ~~Provide a note stating that this parcel is subject to onsite pending requirements.~~
4. ~~On plat notes provide all the utilities service information.~~
5. Edit note#3 as all easement pertaining to this parcel must be shown.
6. Missing Benchmark/Datum information.
7. Legend is missing contour line information, OHE, and other information. Callout as existing improvements.

HW8140

FINAL PLAT (1ST review 9/12/2023)

1. ~~Provide Closure with metes and bounds description.~~
2. Provide a note stating "Grading plan/permit is required at the time of the Building permit"
3. ~~Provide a note stating that this parcel is subject to onsite pending requirements.~~
4. ~~On plat notes provide all the utilities service information.~~
5. Edit note#3 as all easement pertaining to this parcel must be shown.
6. Missing Benchmark/Datum information.
7. Pending approval from El Paso 911 district on current address.

Town Engineer Comments:

HW8140

Summary of Recommended Conditions for Preliminary Plat Approval:

The Town Engineer recommends the following:

1. Provide the engineer with a copy of the preliminary application for review. Explain why an application for platting/re-platting was submitted if the plat already exists.
2. ~~Provide benchmark for an elevation reference point.~~
3. ~~Provide existing underground utilities, fencing, R.O.W, etc. information abutting and inside the subdivision. Update the legend to include line types, shapes and utility descriptions.~~
4. ~~Line types for property and R.O.W. should be bold.~~

- ~~5. Provide information on existing zoning. If requesting rezoning, provide proposed zoning type.~~
6. Show size and location of all existing underground utilities abutting and inside the property.
- ~~7. Provide closure reports for the subdivision and the individual lot to ensure closure.~~
- ~~8. If there are restrictive covenants, existing or proposed, include in the NOTES that they will be filed in the Office of the County Clerk, Deed and Record Section. Instrument No. _____ Date _____.~~
- ~~9. Provide certification that all utilities have been approved at all locations of easements and that the services will be provided to the development.~~
- ~~10. Ensure that the plat complies with TBPLS requirements.~~
- ~~11. Include in the NOTES that developed storm water runoff discharge volumes shall be retained within subdivision's limits.~~
- ~~12. Include in NOTES that the owner shall be responsible for maintaining sidewalk, driveways, and parkways abutting their property.~~

El Paso 9-1-1 District Comments:

No comments

TxDOT Comments:

No comments

El Paso Central Appraisal District Comments:

Need the following revisions, add Lot and Block number.

El Paso Electric Company:

We have no comments for the plat HW8140.

Texas Gas:

No impact for El Paso Natural Gas

Clint Independent School District:

Clint ISD takes no exception to what is presented.

Attachments:

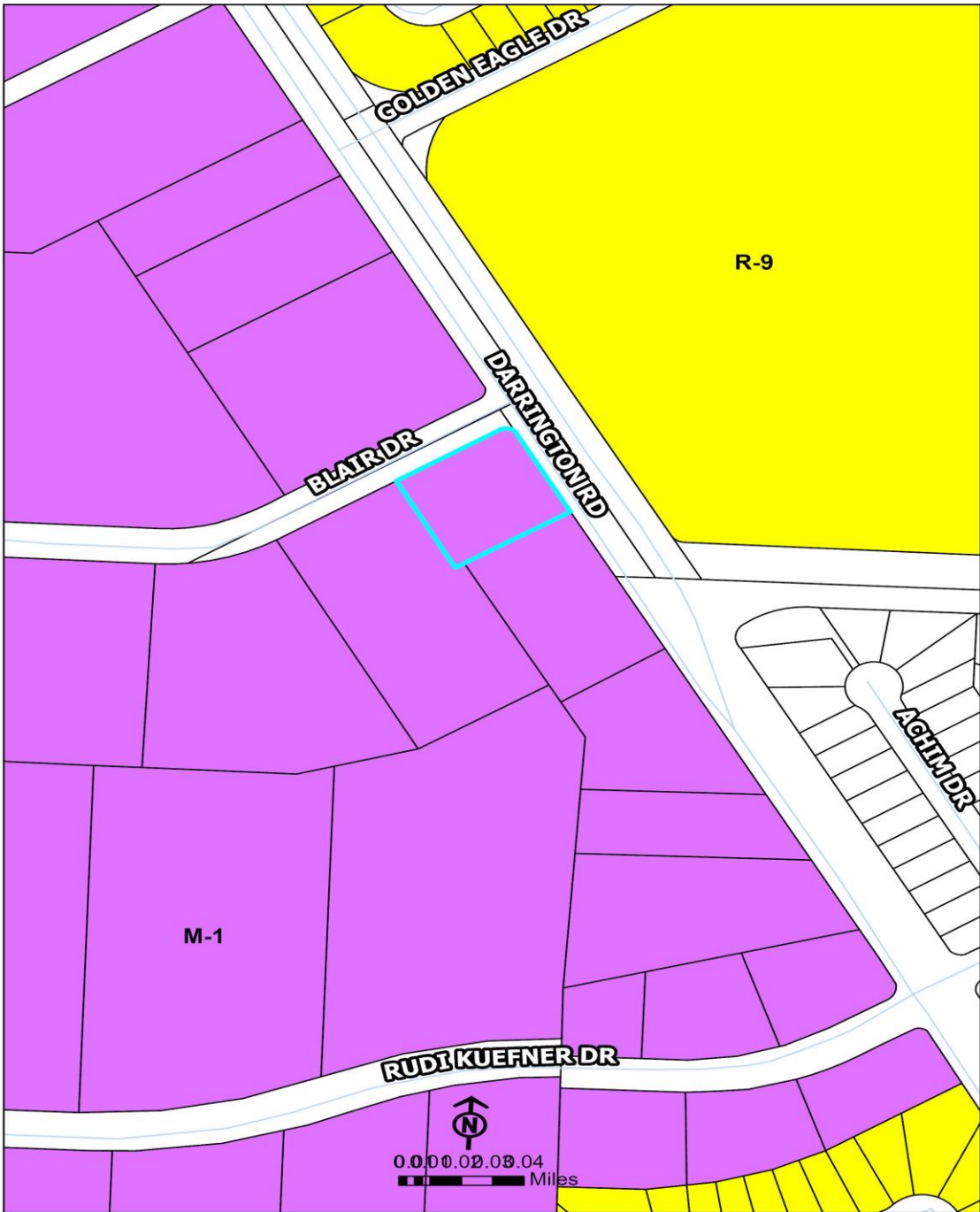
- 1 - Aerial**
- 2 – Zoning Designation Map**
- 3 - Location Map**
- 4 – Preliminary Plat**
- 5 – Final Plat**
- 6 – Preliminary Plat Application**
- 7 – Final Plat Application**
- 8 – Street Cross Sections**

Attachment 1: Aerial Map

**Planning & Zoning Commission
HW8140 Preliminary & Final Plat
SUC23-0001**



**Planning & Zoning Commission
HW8140 Preliminary & Final Plat
SUC23-0001**

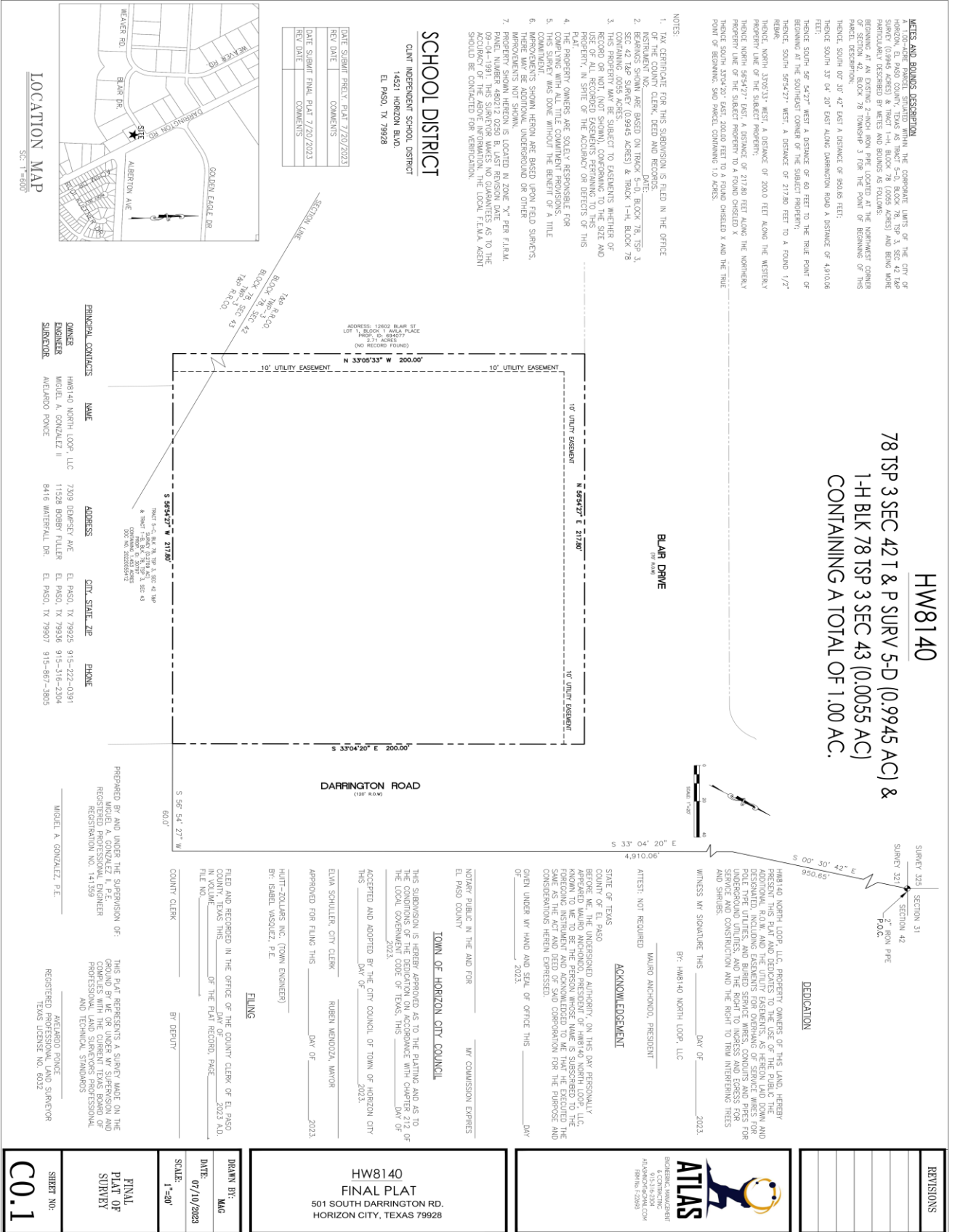


Attachment 3: Location Map



LOCATION MAP
SC: 1"=600'

Attachment 5: Final Subdivision Plat



Attachment 6: Preliminary Subdivision Plat Application

SUB-002529-2023



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

**MAJOR SUBDIVISION
 PRELIMINARY APPLICATION**

SUBDIVISION PROPOSED NAME: HW8140 SUBMITTAL DATE: 7/20/23

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)

78 TSP 3 SEC 40T4P SW1/4 S-D & 1-H BK 78 TSP 3 SEC 43

2. PROPERTY LAND USES:

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

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? M-1 PROPOSED ZONING _____

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

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

6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) ON SITE PONDING

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

8. ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? ~~YES~~ NO MG

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

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

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

12. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES NO N/A INITIALS MG
 IF YES, submit REQUIRED GUARANTEE (SECTION 4.10.3 & 8.1.7, Municode Chapter 10) OR Improvement Cost Estimates & Construction Agreement

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

14. OWNER OF RECORD HW8140 NORTH LOOP, LLC, 7309 DEMPSEY AVE, EL PASO TX 79925 915-222-0391
(NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER HW8140 NORTH LOOP, LLC, 7309 DEMPSEY AVE, EL PASO TX 79925 MSWPROD@GMAIL.COM
(NAME & ADDRESS) (EMAIL) (PHONE)

16. ENGINEER ATLAS ENGINEERING, 11528 BOBBY FULLER, EL PASO TX 79936 915-316-2304 ATLASMKG@GMAIL.COM
(NAME & ADDRESS) (EMAIL) (PHONE)

17. APPLICANT HW8140 NORTH LOOP, LLC, 7309 DEMPSEY AVE, EPTX 79925 MSWPROD@GMAIL.COM 915-222-0391
(NAME & ADDRESS) (EMAIL) (PHONE)

18. REP/POINT OF CONTACT ATLAS ENGINEERING, 11528 BOBBY FULLER, EL PASO TX 79936 ATLASMKG@GMAIL.COM 915-316-2304
(NAME & ADDRESS) (EMAIL) (PHONE)

NOTE:
 Applicant is responsible for all expenses incurred by the City in connection with the Preliminary Plat approval request, including but not limited to attorney's fees, engineering fees and publication. Charges exceeding deposit will be invoiced separately. Initials MG
 Applicant Signature MG EMAIL ATLASMKG@GMAIL.COM

APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
 Acceptance of fee does not grant acceptance of application.
 Non Refundable Deposit \$500.00 | Application Fee: \$100

Attachment 7: Final Subdivision Plat Application

SUB-002529-2023



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

**MAJOR SUBDIVISION
 FINAL PLAT APPLICATION**

SUBDIVISION PROPOSED NAME: HW8140 SUBMITTAL DATE: 7/20/23

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)

78 TOP 3 SEC 42 T4P SWAN SD & 1-H BLK 78 TOP 3 SEC 43

2. PROPERTY LAND USES:

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

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? M1 PROPOSED ZONING _____

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

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

6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) ON SITE PONDING

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

8. ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? ~~YES~~ NO MG

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

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

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

12. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES NO N/A INITIALS MG
 IF YES, submit REQUIRED GUARANTEE (SECTION 4.10.3 & 8.1.7, Municode Chapter 10) OR Improvement Cost Estimates & Construction Agreement

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

14. OWNER OF RECORD HW8140 NORTHWOOD LLC; 7309 DENVER AVE, EL PASO TX 79925; MAUIPOANCHO@GMAIL.COM
(NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER HW8140 NORTHWOOD LLC; 7309 DENVER AVE, EL PASO TX 79925; MAUIPOANCHO@GMAIL.COM; 915-222-0391
(NAME & ADDRESS) (EMAIL) (PHONE)

16. ENGINEER ATLAS ENGINEERING; 11528 BOBBY FULLER, EL PASO TX 79936; ATLASMNGMTE@GMAIL.COM; 915-316-2304
(NAME & ADDRESS) (EMAIL) (PHONE)

17. APPLICANT HW8140 NORTHWOOD LLC; 7309 DENVER AVE, EL PASO TX 79925; MAUIPOANCHO@GMAIL.COM; 915-222-0391
(NAME & ADDRESS) (EMAIL) (PHONE)

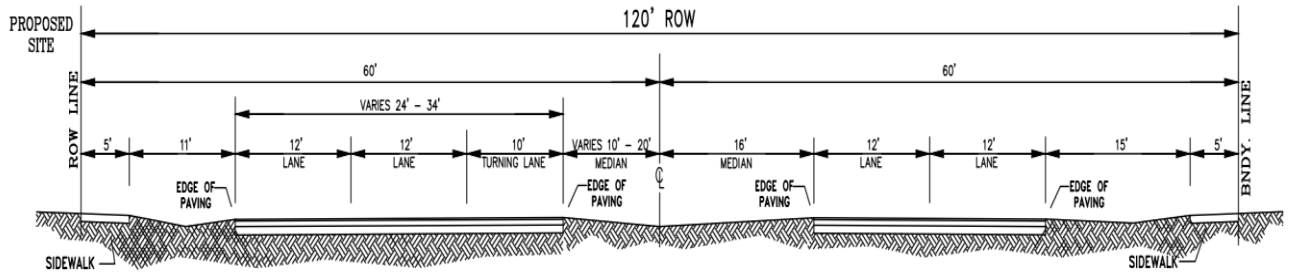
18. REP/POINT OF CONTACT ATLAS ENGINEERING; 11528 BOBBY FULLER, EL PASO TX 79936; ATLASMNGMTE@GMAIL.COM; 915-316-2304
(NAME & ADDRESS) (EMAIL) (PHONE)

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

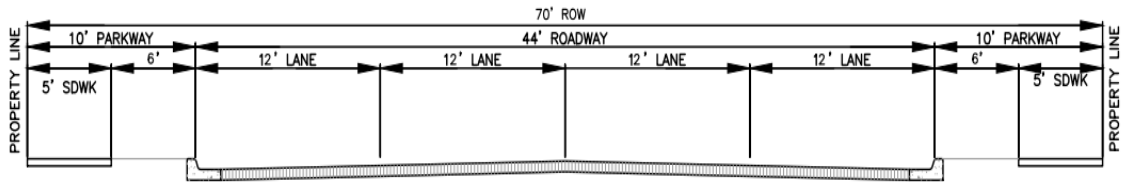
Applicant Signature MG EMAIL ATLASMNGMTE@GMAIL.COM

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

Attachment 8: Existing Street Cross Sections



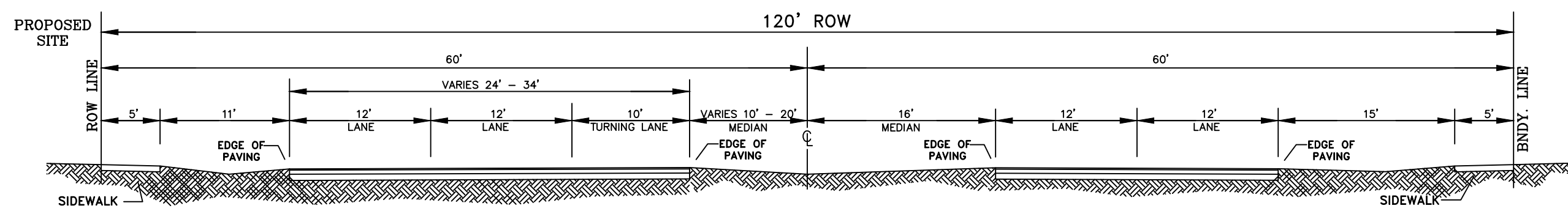
DARRINGTON ROAD
SC: 1'-10"



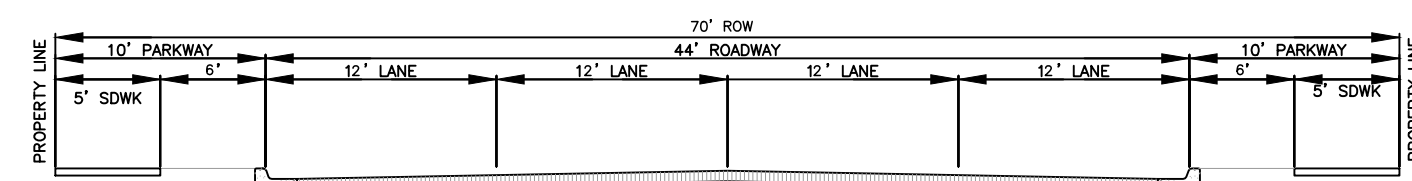
BLAIR DR.
SC: 1'-10"

HW8140

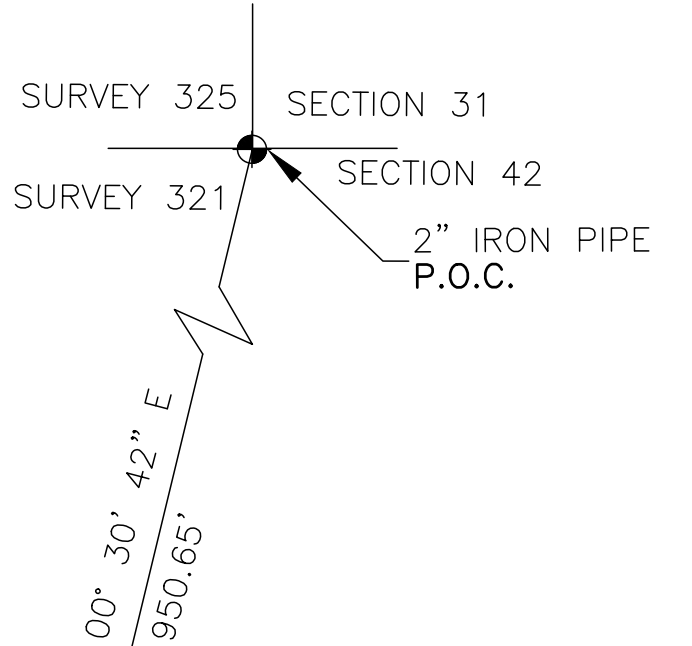
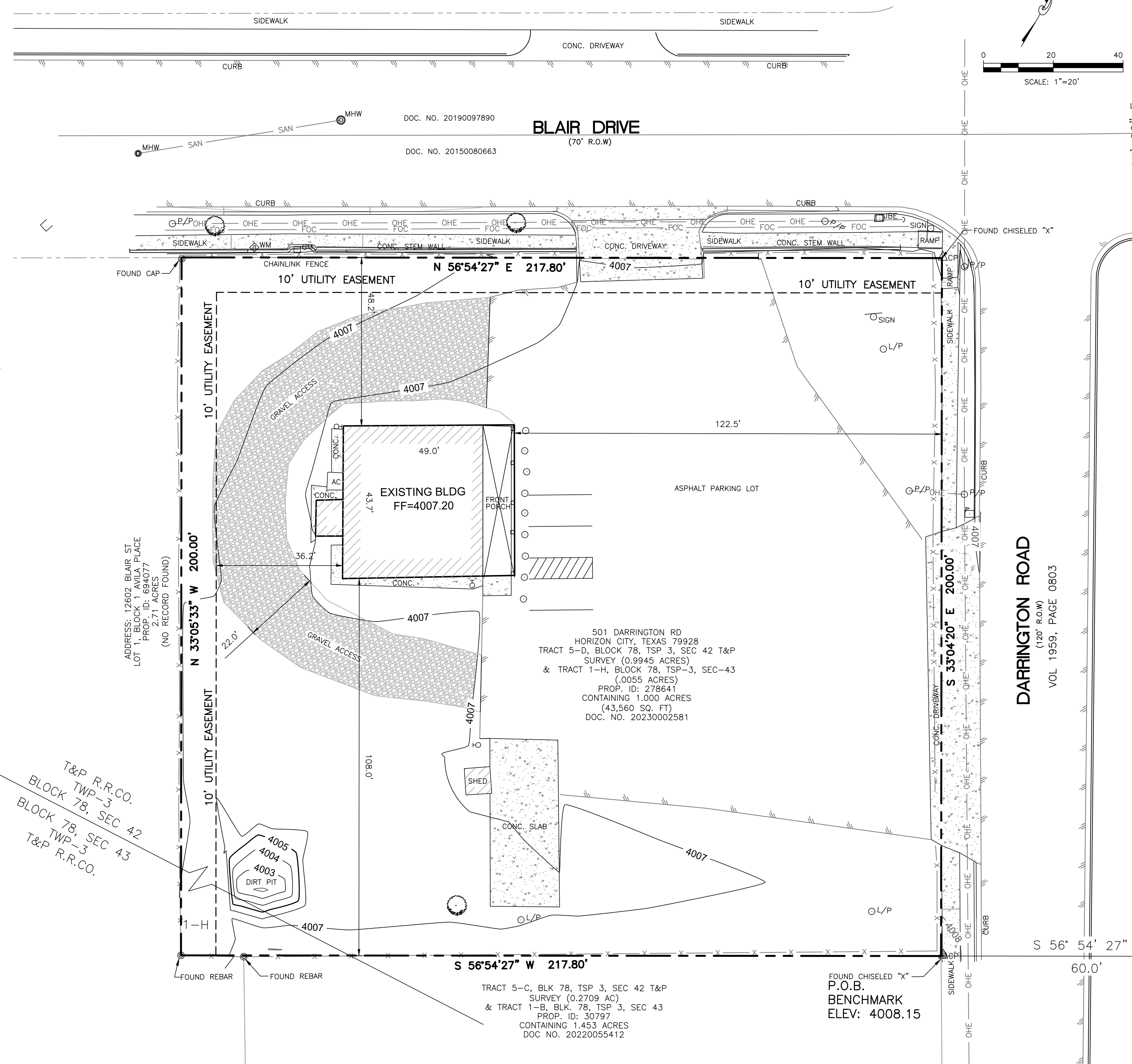
TRACT 5D, SECTION 42,
BLOCK 78, TOWNSHIP 3 (0.9945 AC)
& TRACT 1H, SECTION 43, BLOCK 78,
TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY
COMPANY SURVEYS (0.0055 AC)
CONTAINING A TOTAL OF 1.0 AC
PRELIMINARY PLAT



DARRINGTON ROAD
SC: 1"=10'

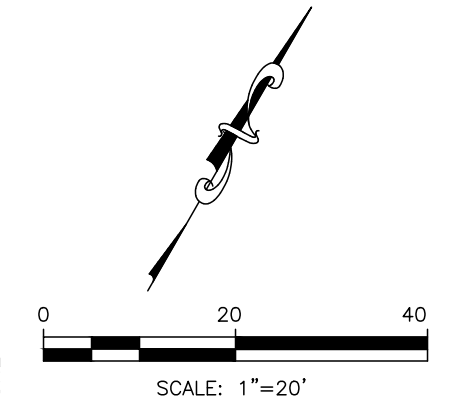


BLAIR DR.
SC: 1"=10'

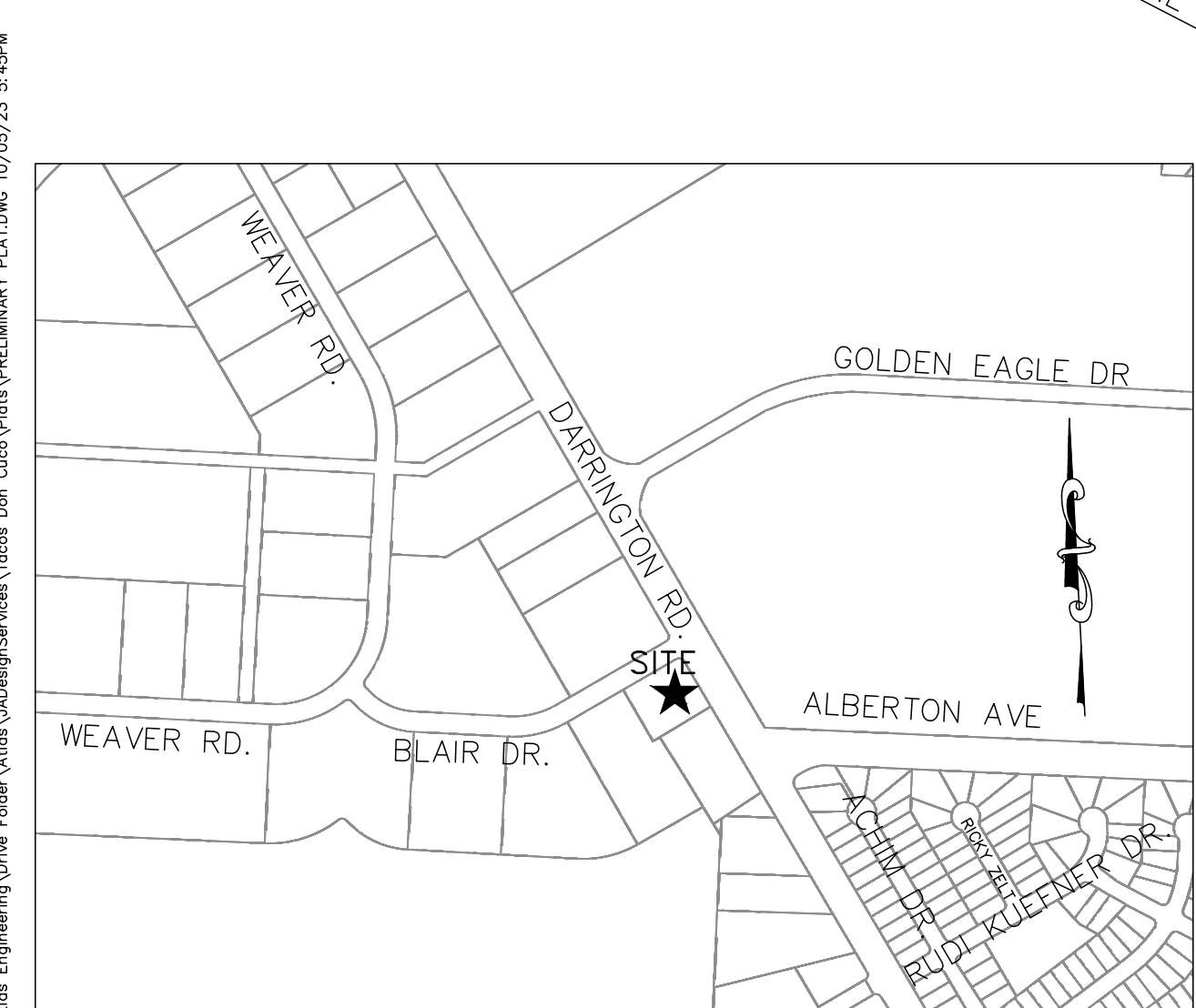


METES AND BOUNDS DESCRIPTION
A 1.00-ACRE PARCEL SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF HORIZON, EL PASO COUNTY, TEXAS AS TRACT 5-D, BLOCK 78, TSP 3, SEC 42 T&P SURVEY (0.9945 ACRES) & TRACT 1-H, BLOCK 78 (.0055 ACRES) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

- BEGINNING** AT AN EXISTING 2-INCH IRON PIPE LOCATED AT THE NORTHWEST CORNER OF SECTION 42, BLOCK 78 TOWNSHIP 3 FOR THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION;
- THENCE**, SOUTH 00° 30' 42" EAST A DISTANCE OF 950.65 FEET;
- THENCE**, SOUTH 33° 04' 20" EAST ALONG DARRINGTON ROAD A DISTANCE OF 4,910.06 FEET;
- THENCE**, SOUTH 56° 54' 27" WEST A DISTANCE OF 60 FEET TO A FOUND CHISELED "X" ON THE COMMON BOUNDARY LINE OF TRACT 5D AND THE WESTERLY RIGHT-OF-WAY LINE OF DARRINGTON ROAD, SAME POINT BEING THE **TRUE POINT OF BEGINNING** AT THE SOUTHEAST CORNER OF THE SUBJECT PROPERTY;
- THENCE**, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE COMMON BOUNDARY LINE OF TRACTS 1B, 1C, 1H, 5C, AND 5D, SOUTH 56°54'27" WEST, A DISTANCE OF 217.80 FEET FOR CORNER OF TRACTS 1C, AND 1H.
- THENCE**, LEAVING ALONG SAID COMMON BOUNDARY LINE OF TRACT 5 AND 5D, NORTH 33°05'33" WEST, A DISTANCE OF 200.0 FEET FOR CORNER ALONG THE SOUTHERLY RIGHT-OF-WAY OF BLAIR DR.
- THENCE**, LEAVING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 56°54'27" EAST, A DISTANCE OF 217.80 FEET ALONG THE NORTHERLY PROPERTY LINE OF THE SUBJECT PROPERTY TO A FOUND CHISELED "X" AT THE SOUTHWEST INTERSECTION LINE OF BLAIR DR. (70' R.O.W) AND DARRINGTON ROAD (120' R.O.W).
- THENCE**, LEAVING ALONG THE COMMON BOUNDARY LINE OF TRACT 5D AND THE WESTERLY RIGHT-OF-WAY LINE OF DARRINGTON ROAD, SOUTH 33°04'20" EAST, 200.00 FEET TO A FOUND CHISELED "X" AND THE **TRUE POINT OF BEGINNING**. SAID PARCEL CONTAINING 1.0 ACRES.



- NOTES:**
- TAX CERTIFICATE FOR THIS SUBDIVISION IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS. INSTRUMENT NO: _____ DATE: _____
 - BEARINGS SHOWN ARE BASED ON TRACT 5-D, BLOCK 78, TSP 3, SEC 42 T&P SURVEY (0.9945 ACRES) & TRACT 1-H, BLOCK 78 CONTAINING .0055 ACRES.
 - THIS PROPERTY MAY BE SUBJECT TO EASEMENTS WHETHER OF RECORD OR NOT, CONFORMING TO THE SIZE AND USE OF ALL RECORDED EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
 - THE PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS.
 - THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
 - IMPROVEMENTS SHOWN HERON ARE BASED UPON FIELD SURVEYS, THERE MAY BE ADDITIONAL UNDERGROUND OR OTHER IMPROVEMENTS NOT SHOWN.
 - PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" PER F.I.R.M. PANEL NUMBER 480212 0250 B, LAST REVISION DATE 09-04-1991. THIS SURVEYOR MAKES NO GUARANTEES AS TO THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.
 - EXISTING ZONING IS M-1: LIGHT INDUSTRIAL. NO REZONING IS BEING REQUESTED.
 - LOT IS SUBJECT TO ONSITE PONDING. GRADING AND CLEARING PERMIT IS REQUIRED AT THE TIME OF CONSTRUCTION.
 - DEVELOPED STORM WATER RUNOFF DISCHARGE VOLUMES SHALL BE RETAINED WITHIN THE SUBDIVISION LIMITS.
 - OWNER SHALL BE RESPONSIBLE FOR MAINTAINING SIDEWALK, DRIVEWAYS, AND PARKWAYS ABUTTING THE OWNER'S PROPERTY.
 - UTILITY AVAILABILITY LETTERS HAVE BEEN OBTAINED FROM ATT, EL PASO ELECTRIC, TEXAS GAS SERVICE, AND HORIZON REGIONAL MUD, CERTIFYING THAT UTILITIES WILL BE AVAILABLE FOR THIS DEVELOPMENT.
 - NO RESTRICTIVE COVENANTS EXIST OR WILL BE FILED.
 - BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM-TEXAS CENTRAL 4203. DISTANCES ARE SURFACE US SURVEY FOOT. ELEVATIONS ARE BASED ON CITY OF EL PASO DATUM. BASED ON GPS OBSERVATION PROCESSED THROUGH OPUS. BENCHMARK: FOUND CHISELED "X", ELEV: 4008.15



LOCATION MAP
SC: 1"=600'

SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT
14521 HORIZON BLVD.
EL PASO, TX 79928

UTILITIES
ATT: 915-595-5100
EL PASO ELECTRIC: 915-251-5001
TEXAS GAS SERVICE: 915-680-7216
HORIZON REGIONAL MUD: 915-852-3917

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY, STATE, ZIP	PHONE
OWNER	HW8140 NORTH LOOP, LLC	7309 DEMPSEY AVE	EL PASO, TX 79925	915-222-0391
ENGINEER	MIGUEL A. GONZALEZ II	11528 BOBBY FULLER	EL PASO, TX 79936	915-316-2304
SURVEYOR	AVELARDO PONCE	8416 WATERFALL DR.	EL PASO, TX 79907	915-867-3805

LEGEND

- FOUND MONUMENT AS DESCRIBED
- ⊕ BENCHMARK
- SET 1/2-INCH REBAR
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- TREE/BUSH
- POST
- ◇ WM EXISTING WATER METER
- GM EXISTING GAS METER
- ⊙ MHW EXISTING MANHOLE
- x-x- EXISTING FENCE
- foc- EXISTING FIBEROPTIC CABLE
- ohe- EXISTING OVERHEAD ELECTRICAL
- san- EXISTING SANITARY SEWER
- 4007- EXISTING COUNTOURS

REVISIONS

DATE SUBMIT PRELIM PLAT: 7/20/2023	REV DATE: 10/05/2023	COMMENTS: TOWN ENGINEER
DATE SUBMIT FINAL PLAT: 7/20/2023	REV DATE: 10/05/2023	COMMENTS: TOWN ENGINEER

ATLAS
ENGINEERING, MANAGEMENT & CONTRACTING
281-826-9056
ATLASMCM@GMAIL.COM
FIRM No. F-22693

HW8140
PRELIMINARY PLAT
501 SOUTH DARRINGTON RD.
HORIZON CITY, TEXAS 79928

DRAWN BY: MAG
DATE: 07/10/2023
SCALE: 1"=20'

PRELIMINARY PLAT OF SURVEY
SHEET NO: C0

C:\Users\shubh\OneDrive - Atlas Engineering\Drive Folders\Atlas\Designs\Projects\Texas\Don_Cueto\Plats\PRELIMINARY PLAT.DWG 10/05/23 5:45PM

METES AND BOUNDS DESCRIPTION

A 1.00-ACRE PARCEL SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF HORIZON, EL PASO COUNTY, TEXAS AS TRACT 5-D, BLOCK 78, TSP 3, SEC 42 T&P SURVEY (0.9945 ACRES) & TRACT 1-H, BLOCK 78 (.0055 ACRES) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN EXISTING 2-INCH IRON PIPE LOCATED AT THE NORTHWEST CORNER OF SECTION 42, BLOCK 78 TOWNSHIP 3 FOR THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION;

THENCE, SOUTH 00° 30' 42" EAST A DISTANCE OF 950.65 FEET;

THENCE, SOUTH 33° 04' 20" EAST ALONG DARRINGTON ROAD A DISTANCE OF 4,910.06 FEET;

THENCE, SOUTH 56° 54'27" WEST A DISTANCE OF 60 FEET TO A FOUND CHISELED "X" ON THE COMMON BOUNDARY LINE OF TRACT 5D AND THE WESTERLY RIGHT-OF-WAY LINE OF DARRINGTON ROAD, SAME POINT BEING THE **TRUE POINT OF BEGINNING** AT THE SOUTHEAST CORNER OF THE SUBJECT PROPERTY;

THENCE, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE COMMON BOUNDARY LINE OF TRACTS 1B, 1C, 1H, 5C, AND 5D, SOUTH 56°54'27" WEST, A DISTANCE OF 217.80 FEET FOR CORNER OF TRACTS 1C, AND 1H.

THENCE, LEAVING ALONG SAID COMMON BOUNDARY LINE OF TRACT 5 AND 5D, NORTH 33°05'33" WEST, A DISTANCE OF 200.0 FEET FOR CORNER ALONG THE SOUTHERLY RIGHT-OF-WAY OF BLAIR DR.

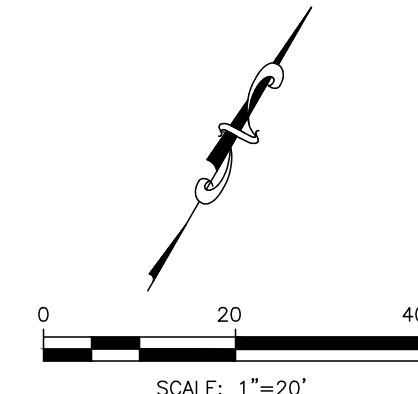
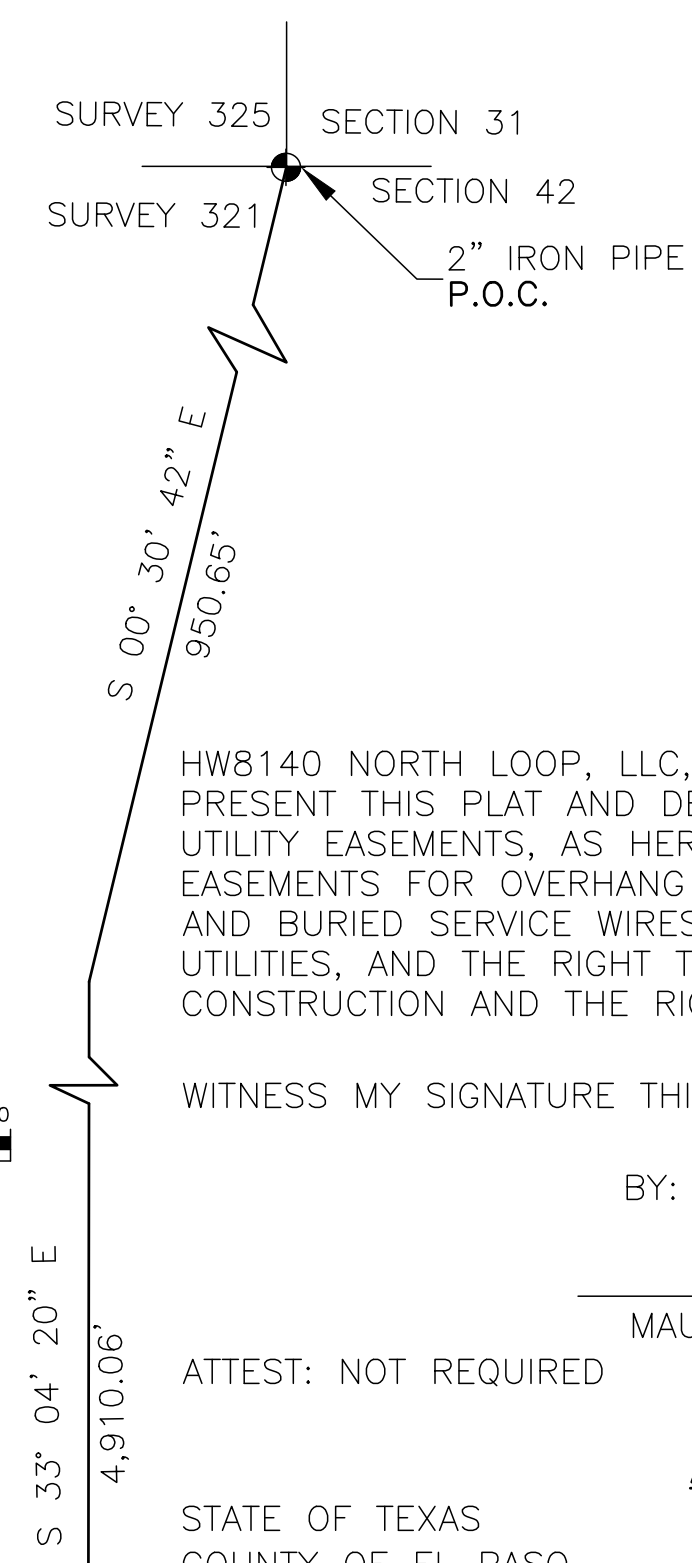
THENCE, LEAVING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 56°54'27" EAST, A DISTANCE OF 217.80 FEET ALONG THE NORTHERLY PROPERTY LINE OF THE SUBJECT PROPERTY TO A FOUND CHISELED "X" AT THE SOUTHWEST INTERSECTION LINE OF BLAIR DR. (70' R.O.W) AND DARRINGTON ROAD (120' R.O.W).

THENCE, LEAVING ALONG THE COMMON BOUNDARY LINE OF TRACT 5D AND THE WESTERLY RIGHT-OF-WAY LINE OF DARRINGTON ROAD, SOUTH 33°04'20" EAST, 200.00 FEET TO A FOUND CHISELED "X" AND THE **TRUE POINT OF BEGINNING**. SAID PARCEL CONTAINING 1.0 ACRES.

HW8140

TRACT 5D, SECTION 42, BLOCK 78, TOWNSHIP 3 (0.9945 AC) & TRACT 1H, SECTION 43, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS (0.0055 AC) CONTAINING A TOTAL OF 1.0 AC

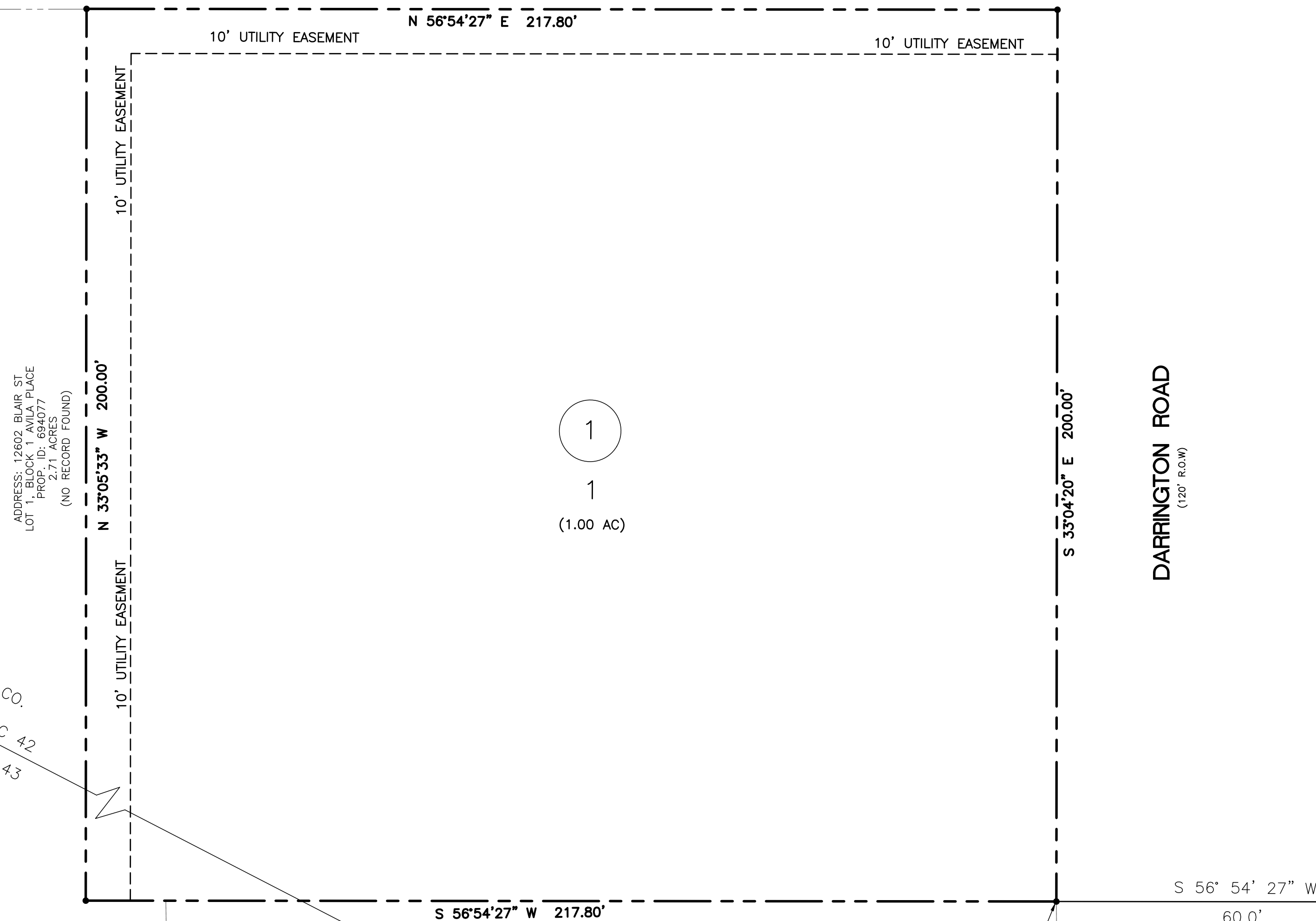
REASON FOR REPLAT: INITIAL PLAT, SEEKING BUILDING PERMITS



BLAIR DRIVE
(70' R.O.W)

NOTES:

1. TAX CERTIFICATE FOR THIS SUBDIVISION IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS. INSTRUMENT NO: _____ DATE: _____
2. BEARINGS SHOWN ARE BASED ON TRACT 5-D, BLOCK 78, TSP 3, SEC 42 T&P SURVEY (0.9945 ACRES) & TRACT 1-H, BLOCK 78 CONTAINING .0055 ACRES. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS WHETHER OF RECORD OR NOT, CONFORMING TO THE SIZE AND USE OF ALL RECORDED EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
3. THE PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS.
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
5. IMPROVEMENTS SHOWN HEREON ARE BASED UPON FIELD SURVEYS, THERE MAY BE ADDITIONAL UNDERGROUND OR OTHER IMPROVEMENTS NOT SHOWN.
6. PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" PER F.I.R.M. PANEL NUMBER 480212 0250 B, LAST REVISION DATE 09-04-1991. THIS SURVEYOR MAKES NO GUARANTEES AS TO THE ACCURACY OF THE ABOVE INFORMATION. THE LOCAL F.E.M.A. AGENT SHOULD BE CONTACTED FOR VERIFICATION.
7. EXISTING ZONING IS M-1: LIGHT INDUSTRIAL. NO REZONING IS BEING REQUESTED.
8. DEVELOPED STORM WATER RUNOFF DISCHARGE VOLUMES SHALL BE RETAINED WITHIN THE SUBDIVISION LIMITS.
9. OWNER SHALL BE RESPONSIBLE FOR MAINTAINING SIDEWALK, DRIVEWAYS, AND PARKWAYS ABUTTING THE OWNER'S PROPERTY.
10. UTILITY AVAILABILITY LETTERS HAVE BEEN OBTAINED FROM ATT, EL PASO ELECTRIC, TEXAS GAS SERVICE, AND HORIZON REGIONAL MUD, CERTIFYING THAT UTILITIES WILL BE AVAILABLE FOR THIS DEVELOPMENT.
11. NO RESTRICTIVE COVENANTS EXIST OR WILL BE FILED.
12. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM-TEXAS CENTRAL 4203. DISTANCES ARE SURFACE US SURVEY FOOT. ELEVATIONS ARE BASED ON CITY OF EL PASO DATUM. BASED ON GPS OBSERVATION PROCESSED THROUGH OPUS. BENCHMARK: FOUND CHISELED "X", ELEV: 4008.15



ADDRESS: 12602 BLAIR ST
LOT 1
PROP. ID: 684077 P.U.C.E
2.71 ACRES
(NO RECORD FOUND)

1
1
(1.00 AC)

SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT
14521 HORIZON BLVD.
EL PASO, TX 79928



LOCATION MAP
SC: 1"=600'

UTILITIES
ATT: 915-595-5100
EL PASO ELECTRIC: 915-251-5001
TEXAS GAS SERVICE: 915-680-7216
HORIZON REGIONAL MUD: 915-852-3917

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY, STATE, ZIP	PHONE
OWNER	HW8140 NORTH LOOP, LLC	7309 DEMPSEY AVE	EL PASO, TX 79925	915-222-0391
ENGINEER	MIGUEL A. GONZALEZ II	11528 BOBBY FULLER	EL PASO, TX 79936	915-316-2304
SURVEYOR	AVELARDO PONCE	8416 WATERFALL DR.	EL PASO, TX 79907	915-867-3805

TRACT 5-C, BLK 78, TSP 3, SEC 42 T&P SURVEY (0.2709 AC) & TRACT 1-B, BLK. 78, TSP 3, SEC 43 T&P R.R.CO. PROP. ID: 30797 CONTAINING 1.453 ACRES DOC NO. 2022005412

FOUND CHISELED "X" P.O.B BENCHMARK ELEV: 4008.15

PREPARED BY AND UNDER THE SUPERVISION OF:
MIGUEL A. GONZALEZ II, P.E.
REGISTERED PROFESSIONAL ENGINEER
REGISTRATION NO. 141359

MIGUEL A. GONZALEZ, P.E.

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND COMPLIES WITH THE CURRENT TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS PROFESSIONAL AND TECHNICAL STANDARDS

AVELARDO PONCE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 6032

DEDICATION

HW8140 NORTH LOOP, LLC, PROPERTY OWNERS OF THIS LAND, HEREBY PRESENT THIS PLAT AND DEDICATES TO THE USE OF THE PUBLIC THE UTILITY EASEMENTS, AS HEREON LAID DOWN AND DESIGNATED, INCLUDING EASEMENTS FOR OVERHANG OF SERVICE WIRES FOR POLE TYPE UTILITIES, AND BURIED SERVICE WIRES, CONDUITS AND PIPES FOR UNDERGROUND UTILITIES, AND THE RIGHT TO INGRESS AND EGRESS FOR SERVICE AND CONSTRUCTION AND THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS.

WITNESS MY SIGNATURE THIS _____ DAY OF _____ 2023.

BY: HW8140 NORTH LOOP, LLC

MAURO ANCHONDO, PRESIDENT

ATTEST: NOT REQUIRED

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MAURO ANCHONDO, PRESIDENT OF HW8140 NORTH LOOP, LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE ACT AND DEED OF SAID CORPORATION FOR THE PURPOSE AND CONSIDERATIONS HEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC IN THE AND FOR _____ MY COMMISSION EXPIRES
EL PASO COUNTY

TOWN OF HORIZON CITY COUNCIL

THIS SUBDIVISION IS HEREBY APPROVED AS TO THE PLATTING AND AS TO THE CONDITIONS OF THE DEDICATION IN ACCORDANCE WITH CHAPTER 212 OF THE LOCAL GOVERNMENT CODE OF TEXAS, THIS _____ DAY OF _____ 2023.

ACCEPTED AND ADOPTED BY THE CITY COUNCIL OF TOWN OF HORIZON CITY THIS _____ DAY OF _____ 2023.

ELVIA SCHULLER, CITY CLERK RUBEN MENDOZA, MAYOR

APPROVED FOR FILING THIS _____ DAY OF _____ 2023.

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

FILING

FILED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF EL PASO COUNTY, TEXAS THIS _____ DAY OF _____ 2023 A.D. IN VOLUME _____ OF THE PLAT RECORD, PAGE _____ FILE NO. _____

COUNTY CLERK BY DEPUTY

REVISIONS	
DATE SUBMIT PRELIM PLAT: 7/20/2023	REV DATE: 10/05/2023
COMMENTS: TOWN ENGINEER	
DATE SUBMIT FINAL PLAT: 7/20/2023	REV DATE: 10/05/2023
COMMENTS: TOWN ENGINEER	

ATLAS
ENGINEERING, MANAGEMENT & CONTRACTING
915-316-2304
ATLASMNCMT@GMAIL.COM
FIRM No. F-22693

HW8140
FINAL PLAT
 501 SOUTH DARRINGTON RD.
 HORIZON CITY, TEXAS 79928

DRAWN BY:	MAG
DATE:	07/10/2023
SCALE:	1"=20'

FINAL PLAT OF SURVEY

SHEET NO:
C0.1



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: October 10, 2023

To: Honorable Mayor and Members of City Council

From: Art Rubio, Planner

SUBJECT: On the **Preliminary Subdivision Plat** application for **Rancho Desierto Bello Unit 16 (Case No. SDP23-0001)**, legally described as a portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 21.244 ± acres. Application submitted by TRE and Associates, LLC.

On September 18, 2023, the Planning & Zoning Commission unanimously recommended approval of Rancho Desierto Bello Unit 16 on a preliminary basis subject to all comments being addressed prior to City Council action and a condition below.

The application meets all minimum requirements of a preliminary plat subdivision, has addressed all comments and staff recommends approval subject to the following condition recommended by the P&Z:

That Claret Cup Place is constructed on RDB U-14 prior to approving RDB U-16 Final Plat.

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



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

Case No.: **SDP23-0001 Revised**
Rancho Desierto Bello Unit Sixteen (RDBU16)

Application Type: **Preliminary Plat**

P&Z Hearing Date: September 18, 2023

Staff Contact: Art Rubio, Planner
 915-852-1046 ext. 407 arubio@horizoncity.org

Address/Location: The vacant parcel is located northwest of Claret Cup Road and west of Darrington Road.

Legal Description: A portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas, approximately 21.244

Owner: SDC Development, LTD.

Applicant/: TRE & Associates, L.L.C.

Nearest Park: RDB 2 Park

Nearest School: Ricardo Estrada Middle School

SURROUNDING PROPERTIES:

	Zoning	Land Use
N	R-9 (Residential)	Vacant
E	R-2 (Residential)	Vacant
S	M-1 (Industrial)	Industrial
W	R-9 (Residential)	Vacant

LAND USE AND ZONING:

Existing	
Land Use	Vacant
Zoning	R-9 Residential

Application Description:

The proposed RDB-U16 Preliminary Plat Subdivision includes 74 lots for single-family residential development. The smallest lot measuring approximately 6,036 sq. ft. and the largest lot measuring approximately 12,733 sq. ft. in size and one 87, 132 sq. ft. storm water drainage pond. The applicant proposes 52' ROW Residential sub collector Streets and a 76' ROW Minor Arterial Street to serve all the lots in the subdivision.

Cumulative Parkland Dedication:

The developer has proposed to dedicate 5.022 acres of parkland with Unit 13 to account for the entirety of the remaining Rancho Desierto Bello development, Units 12-20. The total number of units for both phases of Unit 15 is 149 lots, putting the current cumulative lot total for Units 12-20 of Rancho Desierto Bello at 386 lots. In accordance with Section 2.8.1 of the Subdivision Ordinance, this results in 2.5 acres of required parkland and \$4,400 parkland fees due. After Unit 14, the developer will carry 2.022 acres of parkland and fee credit that is eligible to apply to the remaining units of the development. RDB Unit 16

requires cumulative parkland of 0.5 acres for the proposed 74 lots and \$1,200 parkland fees. After Unit 16 the developer will carry 1.522 acres of parkland credit that is eligible to apply to the remaining units of the development and the remaining credits will expire 9/21/2023, if not used.

Staff Recommendation:

At the time that the agenda is posted, staff have not received a revised plat that addresses the staff comments. Therefore, staff will provide their recommendation to the Commission at the meeting.

Planning Comments:

No comments

Public Works Director Comments:

RANCHO DESIERTO BELLO U- 16 (Preliminary Plat)

Review #1 9/13/2023

1. ~~Missing drainage flow arrows information on legend.~~
2. ~~Missing easement information on legend (10' U.E.).~~
3. ~~Show watershed area for subdivision from adjacent areas/subdivisions (as applicable) to include RDB U-10 and 11 and add a note explaining the conveyance.~~
4. ~~Provide Drainage calculations. (See ordinance 4.2.2.6 section d Developed storm water shall be addressed in the drainage study)~~
5. **Show inlets and drainage pipes. Missing inlets as max. spacing requires is 600ft.**
6. ~~Provide the location of any existing utilities, the size of sewer or water mains if they exist with in the area.~~

TO INCLUDE DURING FINAL PLAT SUBMITTAL.

NOTE: ~~Show existing addresses for RDB U-10/11.~~

NOTE: ~~Blocks 36 (EAST AND WEST SIDE), address numbers shall be 3 DIGITS (see section 107.090 ORDINANCE 00107).~~

~~Provide explanation for the 4 digits provided, is this a request from El Paso County 9-1-1 District?~~

~~NOTE: Address review/approval by the El Paso County 9-1-1 District is required (on final plat) NOTE: Provide Closure with metes and bounds description (on final plat).~~

Town Engineer Comments:

Rancho Desierto Bello Unit 16

Summary of Recommended Conditions for Preliminary Plat Approval:

The Town Engineer recommends the following:

1. ~~Label POB on plat corresponding to metes and bounds description.~~
2. ~~Provide a north arrow and scale for the overall plat.~~
3. ~~Review metes and bounds or tables, as bearings and distance do not match curve table on face of plat. See redlines on plat for more information.~~
4. ~~Verify area in the legal description.~~
5. ~~Verify roadway names are consistent on the plat in all locations.~~
6. **Show size and location of existing utilities tying into the new subdivision.**
7. ~~Should a partial log be platted with the subdivision? See Block 77 Lot 8, in redlines.~~
8. ~~Provide closure reports for the subdivision and the individual lot to ensure Closure~~
9. ~~Provide a hatch description of parkway fronting Pond 1 in the legend table.~~

School District Comments:

No objections

El Paso County 9-1-1 District:

No Comments

El Paso Electric:

We have no comments for Rancho Desierto Bello Unit 16.

Texas Gas:

In reference to this proposed Subdivision, Rancho Desierto Bello Unit 16, Texas Gas Service does not have any objections.

El Paso Central Appraisal District:

There are no comments for Rancho Desierto Bello #16 here at Central Appraisal.

Additional Requirements:

§4.2.4 Expiration of Preliminary Plat Approval. Failure of the subdivider to submit a final plat for review and approval within six (6) months of the date of approval of the preliminary plat by the City Council will nullify the approval of the preliminary subdivision plat and obligate the subdivider to reapply for preliminary plat approval, should the subdivider wish to pursue the subdivision. No vested rights will survive if the preliminary plat approval is nullified by a failure of the subdivider to submit a final plat map within the timeframe specified in this section, nor shall the subdivider be entitled to a refund of any application fees or review fees that may have been paid.

Within twelve (12) months of the approval of the final plats by the Town Council, a recording plat application will need to be submitted for City Council approval.

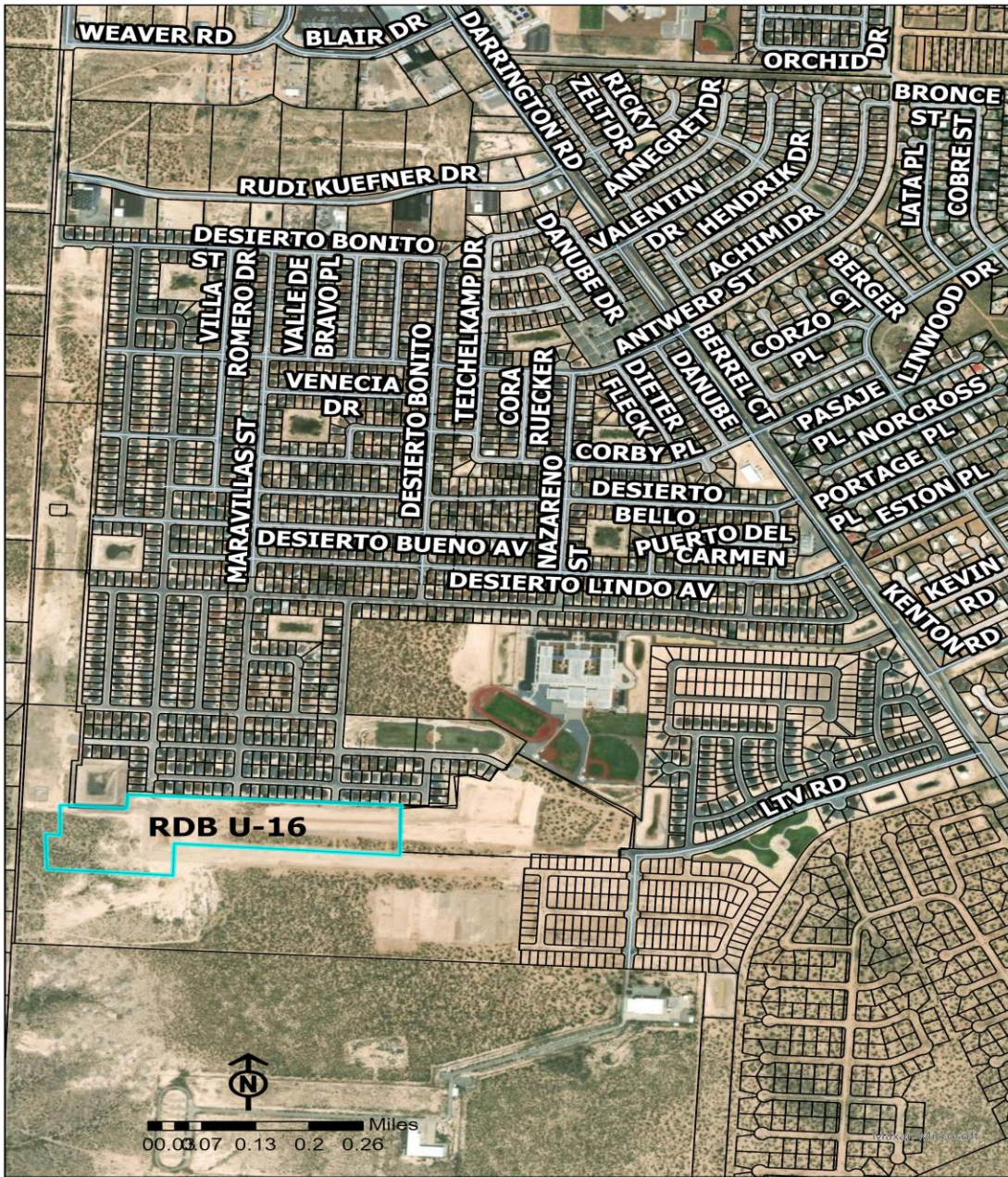
Failure of the subdivider to submit a recording plat within twelve (12) months of approval of the final plat by the City Council will nullify the approval of the final plat and obligate the subdivider to reapply for preliminary plat approval should the subdivider wish to pursue the subdivision. (§4.11.2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

- Any required parks fees shall be paid prior to the recordation of the plat if applicable.

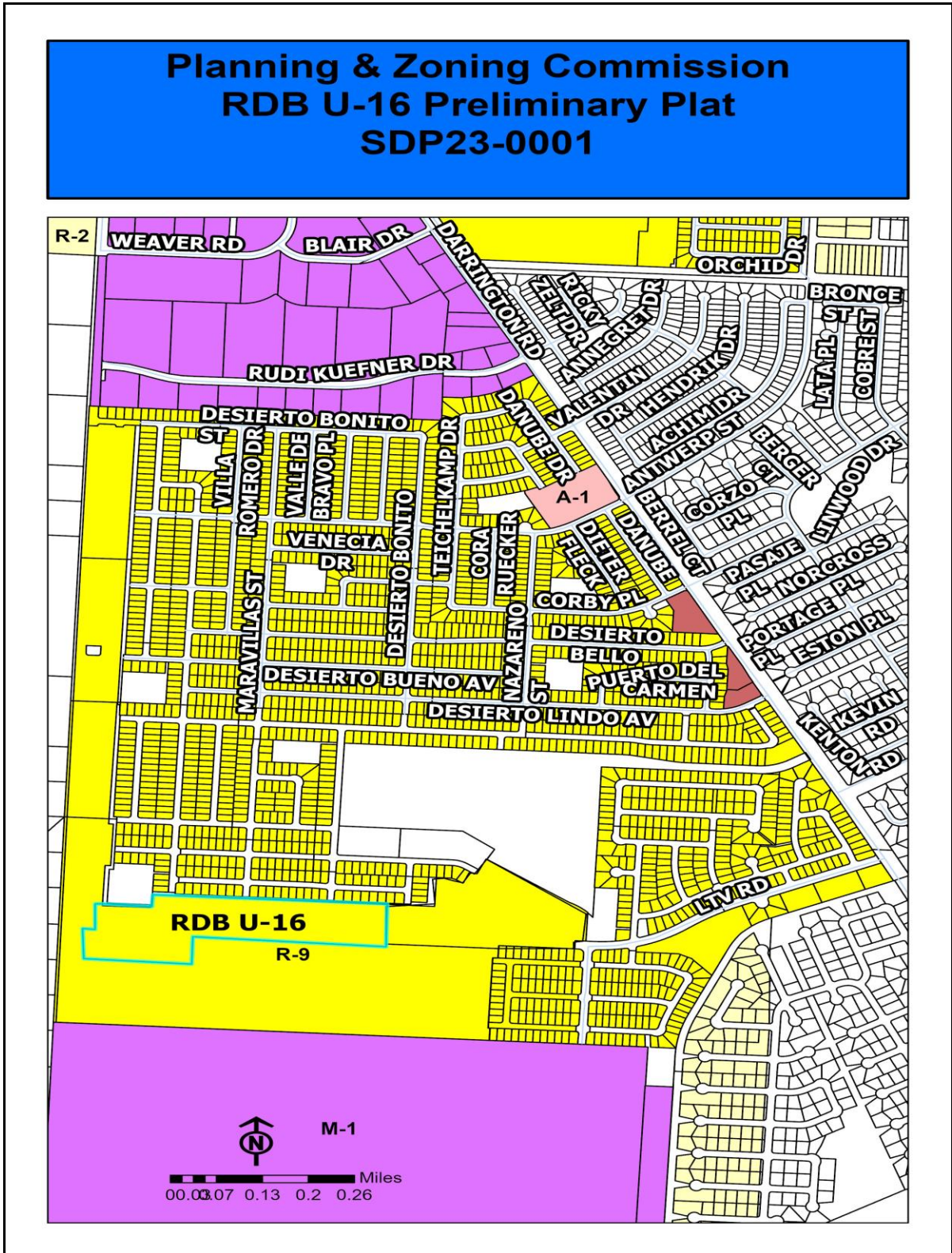
Attachments:

- 1 - Aerial**
- 2 - Zoning Designation Map**
- 3 - Location Map**
- 4 - Preliminary Plat**
- 5 - Right of Way Cross Sections**
- 6 - Preliminary Plat Application**

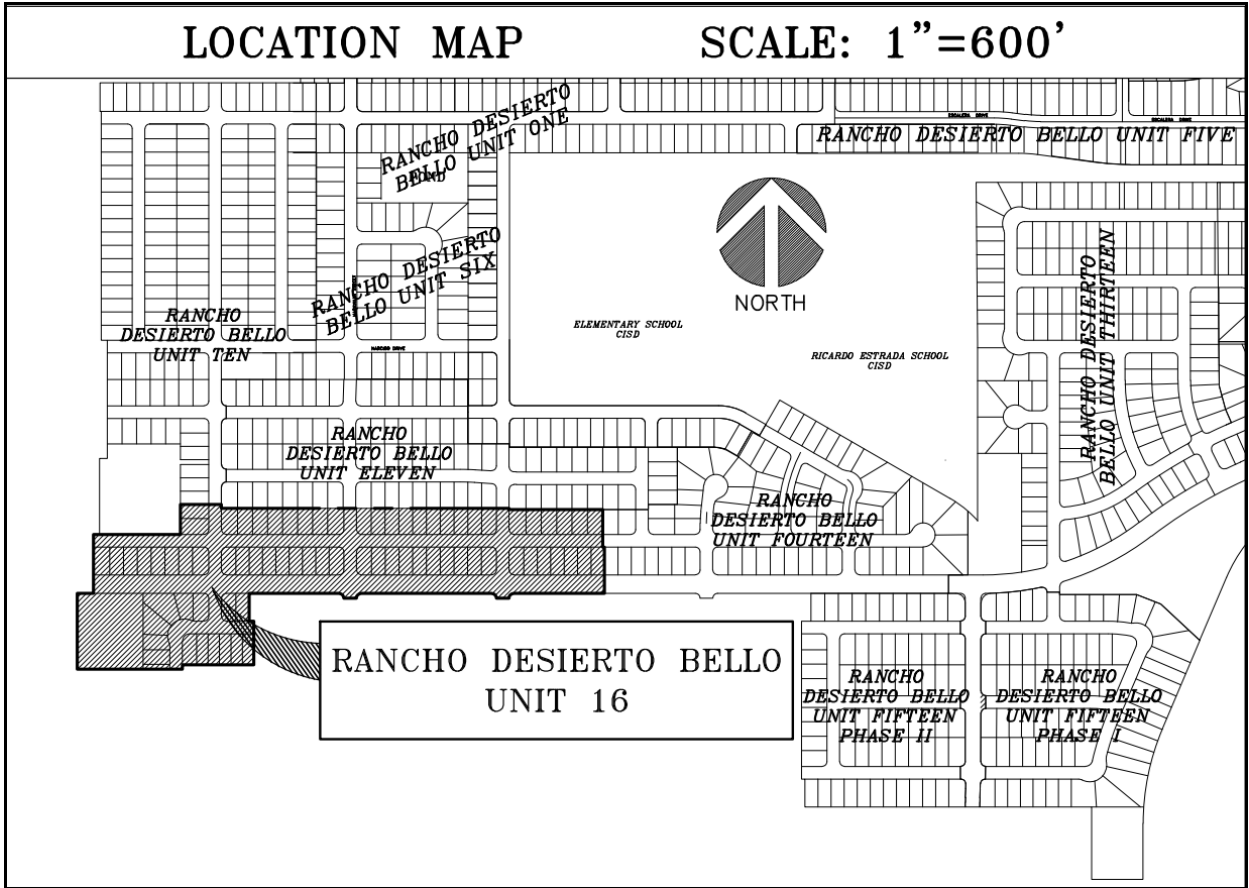
**Planning & Zoning Commission
RDB U-16 Preliminary Plat
SDP23-0001**



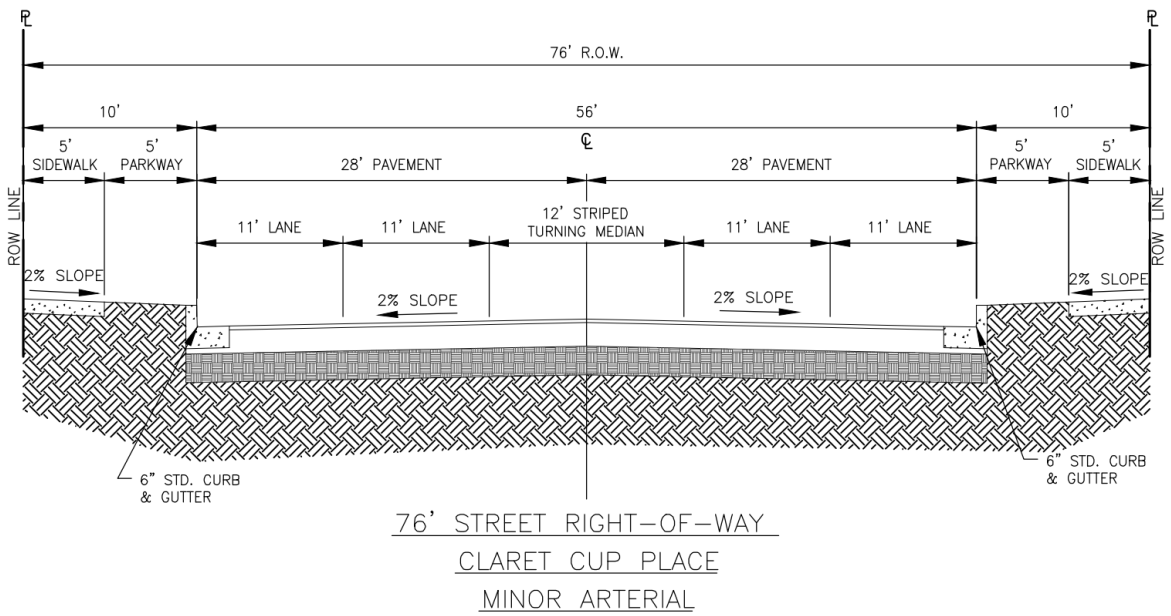
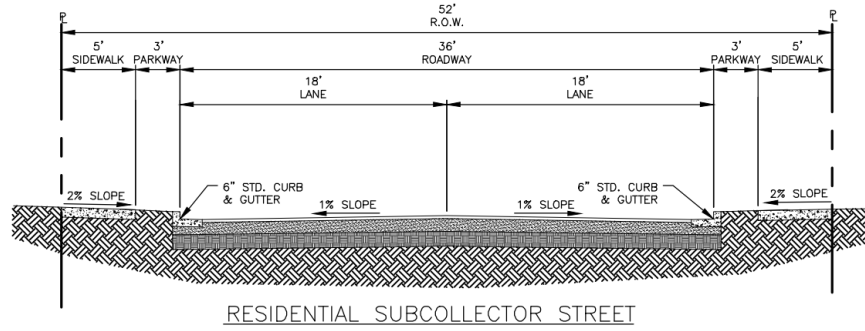
Attachment 2: Zoning Designation Map



Attachment 3- Location Map



Attachment 5 – Right of Way Cross Sections



Attachment 6 –Preliminary Plat Application



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

MAJOR SUBDIVISION PRELIMINARY APPLICATION

SUBDIVISION PROPOSED NAME: Rancho Desierto Bello Unit 16 SUBMITTAL DATE: August 23, 2023

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
A PORTION OF LEIGH CLARK SURVEY NO. 297, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS, CONTAINING 21.244 ACRES +/-.
2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	<u>11.388</u>	<u>74</u>	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	_____	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	<u>2.000</u>	<u>1</u>
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK (Min 1 acre)	_____	_____	<u>R.O.W.</u>	<u>7.856</u>	_____
SCHOOL	_____	_____	TOTAL NO. SITES	_____	_____
COMMERCIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>21.244</u>	_____
INDUSTRIAL	_____	_____			
3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? N/A PROPOSED ZONING N/A
4. WILL THE RESIDENTIAL SITES, AS PROPOSED, PERMIT DEVELOPMENT IN FULL COMPLIANCE WITH ALL ZONING REQUIREMENTS OF THE EXISTING RESIDENTIAL ZONE(S)? YES NO
5. WHAT TYPE OF UTILITY EASEMENTS ARE PROPOSED? UNDERGROUND OVERHEAD COMBINATION
6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Underground storm sewer system to retention pond.
7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES N/A
8. ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? YES NO
9. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES NO
 IF ANSWER IS "YES", PLEASE EXPLAIN THE NATURE OF THE MODIFICATION _____
10. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY MEDIANS OTHER N/A
11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: N/A
12. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES NO N/A INITIALS A.A.
 IF YES, submit REQUIRED GUARANTEE (SECTION 4.10.3 & 8.1.7, Municode Chapter 10) OR Improvement Cost Estimates & Construction Agreement
13. WILL ANY RESTRICTIONS AND COVENANTS BE RECORDED WITH PLAT? YES NO INITIALS A.A. IF YES, PLEASE SUBMIT COPY.
14. OWNER OF RECORD SDC Development, LTD 7910 Gateway Blvd. East Suite 102 El Paso, Tx 79915 jdurand@desertviewhomes.com (915) 591-5319
 (NAME & ADDRESS) (EMAIL) (PHONE)
15. DEVELOPER SDC Development, LTD 7910 Gateway Blvd. East Suite 102 El Paso, Tx 79915 jdurand@desertviewhomes.com (915) 591-5319
 (NAME & ADDRESS) (EMAIL) (PHONE)
16. ENGINEER TRE & Associates, LLC 110 Mesa Park Dr. Suite 200 El Paso, Tx 79912 aalvarez@tr-eng.com (915) 852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)
17. APPLICANT TRE & Associates, LLC 110 Mesa Park Dr. Suite 200 El Paso, Tx 79912 aalvarez@tr-eng.com (915) 852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)
18. REP/POINT OF CONTACT Alexis Alvarez - TRE & Associates, LLC 110 Mesa Park Dr. Suite 200 El Paso, Tx 79915 aalvarez@tr-eng.com (915) 852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)

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

Applicant Signature EMAIL aalvarez@tr-eng.com

APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
 Acceptance of fee does not grant acceptance of application.
 Non Refundable Deposit \$500.00 | Application Fee: \$100



TOWN OF HORIZON CITY MEMORANDUM

Date: October 10, 2023
To: Honorable Mayor and Members of City Council
From: Art Rubio, Planner
SUBJECT: **1st Reading of Ordinance**, _____, An Ordinance Amending The Municipal Code Of The Town Of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), To Revise And Amend The Following: Chapter 7 (Industrial Districts) Section 703 (M-1), Subsection 703.2 (Permitted Uses); Section 704 (M-2), Subsection 704.2 (Permitted Uses), Amending And Adding Permitted Uses In M-1 (Light Industrial) And M-2 (Heavy Industrial) Zone Districts; Section 702 (General Requirements), Sub Section 702.3 (Height And Bulk Standards M-1 And M-2), Sub Section 702.3.2 (Height Standards) Amending Height Requirements For Added Uses In M-1 And M-2 Zone Districts; Chapter 6 (General Commercial Districts), Section 604 (C-2), Subsection 604.2 (Permitted Uses), Sub Section 604.3 Uses Permitted By Specific Use Permit, Amending And Adding Permitted Uses In C-2 (Heavy Commercial) Zone District; And Chapter 2 (Definitions), Section 202 (General Definitions) To Amend And Add Definitions For Warehousing; Proper Notice; And Effective Date; The Penalty Being As Provided In Section 810 Of The Zoning Ordinance (NO. 0102) Of The Town Of Horizon City, Texas, Creating a Misdemeanor Punishable By a Fine Not To Exceed \$2,000.

This is a City initiated amendment being introduced today and scheduled for P&Z on October 16, 2023. The amendment's objectives are to include cleanup and clarify warehousing and funeral home use and height standards. The following is proposed in the amendment:

- To add General Warehousing (large scale warehousing) use as a permitted use in M-1 and M-2 zone districts and provide flexibility to Small Warehousing (Small scale warehousing) an existing use now in C-2 through M-2 by increasing warehouse area from 5,000 sq. ft. to 20,000 sq. ft. all based on best practice and needs in the warehousing and logistics industry.
- To add definitions of General Warehousing and Small warehousing to ensure the appropriate type and use of warehousing in the zone districts where permitted.
- To revise the maximum height of warehousing as the warehousing and logistics industry has transitioned to a higher vertical development. Staff looked at City of El Paso, City of Socorro, and Las Cruces to arrive at the proposed revised maximum height and added mitigation measures when adjacent to residential zone districts for warehousing use in M-1, M-2, and C-2.
- To add Funeral Home as a use in the C-2 zone district and Funeral Homes with a crematorium in C-2 with a Specific Use Permit. Previous rezoning cases for Funeral Homes were requested at C-2 and based on City of El Paso and other researched cities the use is more appropriate in the higher intensity commercial zone district, crematorium with a special use permit and not the lower intensity commercial zone districts that are typically closer proximity, or within residential uses.
- Attached for your review is the draft Ordinance Amendment

TOWN OF HORIZON CITY

ORDINANCE NO. 0102, AMENDMENT NO. 037

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE TOWN OF HORIZON CITY, TEXAS, CHAPTER 14 (ZONING), EXHIBIT A (ZONING ORDINANCE), TO REVISE AND AMEND THE FOLLOWING: CHAPTER 7 (INDUSTRIAL DISTRICTS) SECTION 703 (M-1), SUBSECTION 703.2 (PERMITTED USES); SECTION 704 (M-2), SUBSECTION 704.2 (PERMITTED USES), AMENDING AND ADDING PERMITTED USES IN M-1 (LIGHT INDUSTRIAL) AND M-2 (HEAVY INDUSTRIAL) ZONE DISTRICTS; SECTION 702 (GENERAL REQUIREMENTS), SUB SECTION 702.3 (HEIGHT AND BULK STANDARDS M-1 AND M-2), SUB SECTION 702.3.2 (HEIGHT STANDARDS) AMENDING HEIGHT REQUIREMENTS FOR ADDED USES IN M-1 AND M-2 ZONE DISTRICTS; CHAPTER 6 (GENERAL COMMERCIAL DISTRICTS), SECTION 604 (C-2), SUBSECTION 604.2 (PERMITTED USES), SUB SECTION 604.3 USES PERMITTED BY SPECIFIC USE PERMIT, AMENDING AND ADDING PERMITTED USES IN C-2 (HEAVY COMMERCIAL) ZONE DISTRICT; AND CHAPTER 2 (DEFINITIONS), SECTION 202 (GENERAL DEFINITIONS) TO AMEND AND ADD DEFINITIONS FOR WAREHOUSING; PROPER NOTICE; AND EFFECTIVE DATE; THE PENALTY BEING AS PROVIDED IN SECTION 810 OF THE ZONING ORDINANCE (NO. 0102) OF THE TOWN OF HORIZON CITY, TEXAS, CREATING A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED \$2,000.

WHEREAS, a proposal was brought forward by staff to and considered by the Town of Horizon City Planning and Zoning Commission to amend portions of Ordinance No. 0102 relating to permitted uses in the M-1, M-2 and C-2 Zoning Districts; and

WHEREAS, the Planning and Zoning Commission considered the staff's proposals at its October 16, 2023, regular meetings and voted to recommend approval of the change to the ordinance; 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 ordinance change have been reviewed and considered; and

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

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace, and order and that our physical environment has a direct impact on the chances for happy, prosperous lives for the residents of the Town of Horizon City to adopt this Ordinance and technical code; and

WHEREAS, the Texas Local Government Code Section 211.005(b) requires “that zoning regulations be uniform for each class or kind of building in a district”, furthermore, “regulations shall be adopted with reasonable consideration, among other things, for the character of each district and its particular suitability for particular uses, with a view of conserving the value of buildings, maximizing the best use of property, and encouraging the most appropriate use of land in the municipality”.

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

I. ENACTMENT OF AMENDMENTS

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code, the City Council of the Town of Horizon City hereby enacts and adopts this amendment no. 036 to Ordinance no.0102, which regulates zoning within the territorial limits of the Town of Horizon City and related matters, to amend Sections 703, 704 and 604 as follows:

Section 703 M-1

Sub Section 703.2 Permitted uses in M-1

To remove small warehousing and add **General Warehousing** as a permitted use.

~~F. Small Storage Warehouse (less than 5000 SF Net Leased Area);~~

F. General Warehousing as defined in Section 202 Definitions

Section 704 M-2

Sub Section 704.2 Permitted uses in M-2

To add **General Warehousing** as a permitted use through M-1 uses and defined in Section 202 Definitions.

Q. M-1 uses.

Section 702 General Regulations

Sub Section 702.3 Height and Bulk Standards M-1

Sub section 702.3.2 Height Standards

To add height standards for General Warehousing use in M-1 and M-2:

A. For general warehousing use maximum height in M-1 and M-2 is 60 (sixty) feet unless adjacent to any residential zone district or use for all other permitted uses maximum height is forty-five (45) feet. Any M-1 or M-2 zoned properties adjacent to residential zone district or use are required the following to mitigate any impacts to the zone district or use.

- a) A fifty (50') feet setback zone district adjacent to a residential zone district or use.
- b) An eight (8') foot rock wall on the high side except that the last 2 (two) feet may be a combination of decorative wrought iron or other opaque material.
- c) A ten (10') foot landscape buffer consisting of two (2") inch caliper trees at every 15 feet on center within the required fifty (50') foot setback directly adjacent to any residential zone district or use.
- d) That any hazardous, explosive material or chemical is appropriately stored and permitted by the fire marshal and verified by the building official or designee at the time of building permit submittal to Horizon City.

Section 604 C-2

Sub Section 604.2 Permitted uses in C-2

To add **Small Warehousing** as a permitted use.

M. Small Warehousing (20,000 square feet maximum)

N. Funeral Home (with no crematorium)

M.O. Ground- Mounted cellular telecommunication antenna

N. P. Facility- Mounted Antennas

Sub Section 604.3 Uses Permitted by Specific Use Permit

To add the following use by Specific Use Permit:

D. Funeral Home with crematorium

Section 602 General Regulations

Sub Section 602.2.3 Height Standards

To add **Sub Section G.** For small warehouse use:

G. For small warehouse use, maximum height in C-2 is 45 (forty-five) feet unless adjacent to any residential zone district or use for all other uses maximum height is forty (40) feet. Any C-2 zoned properties adjacent to residential zone district or use are required the following to mitigate any impacts to the residential zone district or use.

- a) A fifty (50') feet setback zone district adjacent to a residential zone district or use.
- b) An 8 (eight) foot rock wall on the high side except that the last 2 (two) feet may be a combination of decorative wrought iron or other opaque material.
- c) A ten (10') foot landscape buffer consisting of two (2") inch caliper trees at every 15 feet on center within the required fifty (50') foot setback directly adjacent to any residential zone district or use.
- d) That any hazardous, explosive material or chemical is appropriately stored and permitted by the fire marshal and verified by the building official or designee at the time of building permit submittal to Horizon City.

Section 202 General Definitions

To add **General Warehousing** definition:

General Warehousing. Large scale storing of goods or raw materials in a designated location, known as a warehouse, until they are distributed, sold, or used in manufacturing, servicing, or sales. General warehousing includes: bonded warehousing (where goods can be imported into the country then stored and processed), public warehousing (open to the public and are typically owned by a third-party logistics company and rented for a short-term or long-term period), private warehousing (no third party involved and owned by the company), refrigerated warehousing (maintaining warehouse at specific levels to maintain the integrity of food or material that requires refrigeration such as food, pharmaceutical and cosmetic as well as other uses that need to maintained fresh or cooled) and flex/warehousing (a combination of warehousing, service or retail use). General warehousing does not include truck or private bus terminal use.

To add **Small Warehousing** definition:

Small Warehousing. Small scale storing of goods or raw materials in a designated location, known as a warehouse, until they are distributed, sold, or used in manufacturing, servicing, or sales. General warehousing includes: bonded warehousing (where goods can be imported into the country then stored and processed), public warehousing (open to the public and are typically owned by a third-party logistics company and rented for a short-term or long-term period), private warehousing (no third party involved and owned by the company), refrigerated warehousing (maintaining warehouse at specific levels to maintain the integrity of food or material that requires refrigeration such as food, pharmaceutical and cosmetic as well as other uses that need to maintained fresh or cooled) and flex/warehousing (a combination of warehousing, service or retail use). Small warehousing does not include truck or private bus terminal use.

II. FINDINGS OF FACT

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

III. REPEALER

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

IV. SEVERABILITY

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

V. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ____ day of _____, 2023, by a vote of ____ (eyes) to ____ (nays) to ____ (abstentions) of the City Council of Horizon City, Texas.

Town of Horizon City

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Sylvia Borunda Firth
City Attorney

Michelle Padilla
Planning Director

TOWN OF HORIZON CITY

ORDINANCE NO. 0102, AMENDMENT NO. 037

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE TOWN OF HORIZON CITY, TEXAS, CHAPTER 14 (ZONING), EXHIBIT A (ZONING ORDINANCE), TO REVISE AND AMEND THE FOLLOWING: CHAPTER 7 (INDUSTRIAL DISTRICTS) SECTION 703 (M-1), SUBSECTION 703.2 (PERMITTED USES); SECTION 704 (M-2), SUBSECTION 704.2 (PERMITTED USES), AMENDING AND ADDING PERMITTED USES IN M-1 (LIGHT INDUSTRIAL) AND M-2 (HEAVY INDUSTRIAL) ZONE DISTRICTS; SECTION 702 (GENERAL REQUIREMENTS), SUB SECTION 702.3 (HEIGHT AND BULK STANDARDS M-1 AND M-2), SUB SECTION 702.3.2 (HEIGHT STANDARDS) AMENDING HEIGHT REQUIREMENTS FOR ADDED USES IN M-1 AND M-2 ZONE DISTRICTS; CHAPTER 6 (GENERAL COMMERCIAL DISTRICTS), SECTION 604 (C-2), SUBSECTION 604.2 (PERMITTED USES), SUB SECTION 604.3 USES PERMITTED BY SPECIFIC USE PERMIT, AMENDING AND ADDING PERMITTED USES IN C-2 (HEAVY COMMERCIAL) ZONE DISTRICT; AND CHAPTER 2 (DEFINITIONS), SECTION 202 (GENERAL DEFINITIONS) TO AMEND AND ADD DEFINITIONS FOR WAREHOUSING; PROPER NOTICE; AND EFFECTIVE DATE; THE PENALTY BEING AS PROVIDED IN SECTION 810 OF THE ZONING ORDINANCE (NO. 0102) OF THE TOWN OF HORIZON CITY, TEXAS, CREATING A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED \$2,000.

WHEREAS, a proposal was brought forward by staff to and considered by the Town of Horizon City Planning and Zoning Commission to amend portions of Ordinance No. 0102 relating to permitted uses in the M-1, M-2 and C-2 Zoning Districts; and

WHEREAS, the Planning and Zoning Commission considered the staff's proposals at its October 16, 2023, regular meetings and voted to recommend approval of the change to the ordinance; 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 ordinance change have been reviewed and considered; and

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

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace, and order and that our physical environment has a direct impact on the chances for happy, prosperous lives for the residents of the Town of Horizon City to adopt this Ordinance and technical code; and

WHEREAS, the Texas Local Government Code Section 211.005(b) requires “that zoning regulations be uniform for each class or kind of building in a district”, furthermore, “regulations shall be adopted with reasonable consideration, among other things, for the character of each district and its particular suitability for particular uses, with a view of conserving the value of buildings, maximizing the best use of property, and encouraging the most appropriate use of land in the municipality”.

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

I. ENACTMENT OF AMENDMENTS

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code, the City Council of the Town of Horizon City hereby enacts and adopts this amendment no. 036 to Ordinance no.0102, which regulates zoning within the territorial limits of the Town of Horizon City and related matters, to amend Sections 703, 704 and 604 as follows:

Section 703 M-1

Sub Section 703.2 Permitted uses in M-1

To remove small warehousing and add **General Warehousing** as a permitted use.

~~F. Small Storage Warehouse (less than 5000 SF Net Leased Area);~~

F. General Warehousing as defined in Section 202 Definitions

Section 702 General Regulations

Sub Section 702.3 Height and Bulk Standards ~~M-1~~

Sub section 702.3.2 Height Standards

To add height standards for General Warehousing use in M-1 and M-2:

A. For general warehousing use the maximum height in M-1 and M-2 is 60 (sixty) feet unless adjacent to any residential zoning district or use and for all other permitted uses, the

maximum height is forty-five (45) feet. Any warehousing use with a height of 45 feet or more that is adjacent to a residential zoning district or use shall comply with the following:

- a) A fifty (50') foot setback adjacent to a residential zoning district or use.
- b) An eight (8') foot rock wall on the high side except that the last 2 (two) feet may be a combination of wrought iron or other opaque material.
- c) A ten (10') foot landscape buffer consisting of two (2") inch caliper trees at every 15 feet on center within the required fifty (50') foot setback directly adjacent to any residential zoning district or use.
- d) That any hazardous, explosive material or chemical is appropriately stored and permitted by the fire marshal and verified by the building official or designee at the time of building permit submittal to Horizon City.

Section 604 C-2

Sub Section 604.2 Permitted uses in C-2

To add **Small Warehousing** as a permitted use.

M. Small Warehousing (20,000 square foot maximum)

N. Funeral Home (with no crematorium)

M.O. Ground- Mounted cellular telecommunication antenna

N. P. Facility- Mounted Antennas

Sub Section 604.3 Uses Permitted by Specific Use Permit

To add the following use by Specific Use Permit:

D. Funeral Home with crematorium

Section 602 General Regulations

Sub Section 602.2.3 Height Standards

To add **Sub Section G.** For small warehouse use:

G. For small warehouse use, the maximum height in a C-2 zone is 45 (forty-five) feet. Any warehouse use on a C-2 zoned property that is adjacent to a residential zoning district or use shall comply with the following:

- a) A fifty (50') foot setback adjacent to a residential zoning district or use.
- b) An eight (8') foot rock wall on the high side except that the last 2 (two) feet may be a combination of wrought iron or other opaque material.
- c) A ten (10') foot landscape buffer consisting of two (2") inch caliper trees at every 15 feet on center within the required fifty (50') foot setback directly adjacent to any residential zoning district or use.
- d) That any hazardous, explosive material or chemical is appropriately stored and permitted by the fire marshal and verified by the building official or designee at the time of building permit submittal to Horizon City.

Section 202 General Definitions

To add **Warehousing - General** definition:

Warehousing - General. Large scale storing of goods or raw materials in a designated location, known as a warehouse, until they are distributed, sold, or used in manufacturing, servicing, or sales. General warehousing includes: bonded warehousing (where goods can be imported into the country then stored and processed), public warehousing (open to the public and are typically owned by a third-party logistics company and rented for a short-term or long-term period), private warehousing (no third party involved and owned by the company), refrigerated warehousing (maintaining warehouse at specific levels to maintain the integrity of food or material that requires refrigeration such as food, pharmaceutical and cosmetic as well as other uses that need to maintained fresh or cooled) and flex/warehousing (a combination of warehousing, service or retail use). General warehousing does not include truck or private bus terminal use.

To add **Warehousing - Small** definition:

Warehousing - Small. Small scale storing (20,000 sq. feet or less) of goods or raw materials in a designated location, known as a warehouse, until they are distributed, sold, or used in manufacturing, servicing, or sales. General warehousing includes: bonded warehousing (where goods can be imported into the country then stored and processed), public warehousing (open to the public and are typically owned by a third-party logistics company and rented for a short-term or long-term period), private warehousing (no third party involved and owned by the company), refrigerated warehousing (maintaining warehouse at specific levels to maintain the integrity of food or material that requires refrigeration such as food, pharmaceutical and cosmetic as well as other uses that need to maintained fresh or cooled) and flex/warehousing (a combination of warehousing, service or retail use). Small warehousing does not include truck or private bus terminal use.

II. FINDINGS OF FACT

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

III. REPEALER

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

IV. SEVERABILITY

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

V. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ____ day of _____, 2023, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Horizon City, Texas.

Town of Horizon City

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Sylvia Borunda Firth
City Attorney

Michelle Garcia
Planning Director

DRAFT