



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, April 8, 2025, 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, April 8, 2025 at 6:00 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

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

CONSENT AGENDA

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

- 3. Approval of Minutes from:** **4**
 Mayor/City Clerk
 3/11/25 Regular City Council Meeting.
- 4. Discussion and Action:** **9**
 Mayor/Chief Vargas
 On a Resolution exercising the Town of Horizon City's option to extend the Emergency Ambulance Services Contract between the City and Elite Medical Transport for an additional term of one year, expiring on March 31, 2026.
- 5. Discussion and Action:** **10**
 Mayor/Chief Vargas
 On approval for the Mayor or his designee to sign the grant application for FY26 for the Crisis Intervention Program to the Office of the Governor.
- 6. Request to Excuse Absent Council Members:**
- 7. Approval of Consent Agenda Items:**
- REGULAR AGENDA**
- 8. Discussion and Action:** **11**
 Mayor/CIP Manager
 On an update on the Capital Improvement Program.
- 9. Discussion and Action:** **26**
 Mayor/CIP Manager
 On a resolution authorizing the Mayor to negotiate and sign an interlocal agreement with the Camino Real Regional Mobility Authority for the design of the Dilley, Delake and Transit Plaza project in an amount not to exceed \$1,735,000.00.
- 10. Discussion and Action:** **38**
 Mayor/CIP Manager
 On a Resolution authorizing staff to submit a TA grant application to the Texas Department of Transportation for the design and construction of a pedestrian mall on Howard Lowe St.

11. Discussion and Action:	41
Mayor/Chief Vargas	
On a Proclamation declaring April 13 - April 19, 2025 as Public Safety Telecommunicators Week.	
12. Discussion and Action:	42
Mayor/Chief Vargas	
That the Mayor and the Chief of Police be authorized to sign a Mutual Aid and Assistance Interlocal Agreement with the Socorro Independent School District to establish a collaborative framework between the Socorro Independent School District Police Department and the Town of Horizon City Police Department to enhance preparedness and response to mass casualty events, active shooter situations and hostile events.	
13. Discussion and Action:	46
Mayor/Chief Planner	
On a Resolution authorizing the Mayor to sign and execute and amended Maintenance Agreement between the Town of Horizon City and the State of Texas acting by and through the Texas Department of Transportation, for the maintenance by the City of hike and bike trail and pertinent improvements on FM 1281 (Horizon Boulevard), between Ashford Road and Rifton Court and extending to Anderpont St, approximately.	
14. Discussion and Action:	50
Mayor/Chief Planner	
On the Preliminary Subdivision Plat applications for Rancho Desierto Bello Unit 18 (Case No. SDP25-0001) , legally described as a Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 17.354 acres ±. Application submitted by Applicant/Representative: TRE & Associates.	
15. Discussion:	63
Mayor/Chief Planner	
1st Reading of Ordinance No. _____ , an Ordinance vacating a portion of a 60'- foot Right-of-Way and 10' ft Utility Easements on a portion of Lots 1-10, Block 19 and Lots 1-11, Block 22. Horizon Country Club Estates Unit 3, Town of Horizon City, El Paso County, Texas; and Providing for Repealer and Severability Clauses.	
16. Discussion and Action:	78
Mayor/Finance Director	
On the approval of the City's Investment Policy for 2025.	
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 551.087 (Economic Development).	

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 4/4/25

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours

preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, 4/4/25 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

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

**MINUTES
AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, March 11, 2025, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, March 11, 2025 at 6:00 PM**, at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

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

Meeting called to order at 6:00 pm. Council Member Scott Quiroz was absent. Quorum Established.

2. Open Forum:

No one signed up to speak.

CONSENT AGENDA

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

3. Approval of Minutes from:

2/11/25 Regular City Council Meeting.

4. Discussion and Action:

Mayor/Chief Vargas

On the approval of the FY26 Operation Lonestar (OLS) grant resolution.

5. Discussion and Action:

Mayor/Finance Director

Authorizing the Mayor to sign a Funds (Wire) Transfer Agreement and Resolution Authorizing the Transfer of Funds with WestStar Bank.

6. Request to Excuse Absent Council Members:

7. Approval of Consent Agenda Items:

Councilwoman Randleel requested Items # 4 and #5 be pulled from consent and taken under the regular agenda.

A motion was made by Councilman Padilla and seconded by Councilman Mendoza to excuse absent council member Quiroz, pull items #4 and #5 from consent and taken under the regular agenda and approve the remainder of the consent agenda. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

REGULAR AGENDA

4. Discussion and Action:

Mayor/Chief Vargas

On the approval of the FY26 Operation Lonestar (OLS) grant resolution.

Police Chief, Marco Vargas spoke regarding this item.

A motion was made by Councilman Mendoza and seconded by Councilwoman Urrutia to approve the FY26 Operation Lonestar (OLS) grant resolution. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

5. **Discussion and Action:**

Mayor/Finance Director

Authorizing the Mayor to sign a Funds (Wire) Transfer Agreement and Resolution Authorizing the Transfer of Funds with WestStar Bank.

Finance Director, Lily Gaytan spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilwoman Urrutia to authorize the Mayor to sign a Funds (Wire) Transfer Agreement and Resolution Authorizing the Transfer of Funds with WestStar Bank. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

8. **Discussion and Action:**

Mayor/Chief Planner

On an **extension to the subdivision improvement substantial completion date to October 9, 2025**, pursuant to **Section 4.11.2 Expiration of Final Plat Approval**, and to reaffirm City Council approval of **Final Subdivision Plat** application for **Rancho Desierto Bello Unit 16 (SDF24-0001)**, recording plat application and authorizing the Mayor to sign the recording plat legally described as a Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 21.481 ± acres. Application submitted by Applicant/Representative: TRE & Associates.

Chief Planner, Art Rubio spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilwoman Urrutia to approve the **extension to the subdivision improvement substantial completion date to October 9, 2025**, pursuant to **Section 4.11.2 Expiration of Final Plat Approval**, and to reaffirm City Council approval of **Final Subdivision Plat** application for **Rancho Desierto Bello Unit 16 (SDF24-0001)**, recording plat application and authorizing the Mayor to sign the recording plat. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

9. **Discussion and Action:**

Mayor/Purchasing Agent

On a resolution approving the Town of Horizon City's participation in the TXShare Cooperative Purchasing Program Contract #2023-028.

Purchasing Agent, Araceli Gonzalez spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilwoman Randleel to approve the resolution approving the Town of Horizon City's participation in the TXShare Cooperative Purchasing Program Contract #2023-028. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

10. **Discussion and Action:**

Mayor/CIP Manager

On an update on the Capital Improvement Program.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Mendoza to approve the update as presented. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

11. Discussion and Action:

Mayor/CIP Manager

On change order no. 3 to Dantex General Contractors for \$22,691.25 for the Municipal Facilities Phase 1 project (Solicitation 23-101).

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilwoman Urrutia to approve change order no. 3 to Dantex General Contractors for \$22,691.25 for the Municipal Facilities Phase 1 project (Solicitation 23-101). The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

12. Discussion and Action:

Mayor/CIP Manager

On a resolution authorizing the Mayor to negotiate and execute a professional services agreement with Huitt-Zollars for project support on the Dilley, Delake and Transit Plaza project in an amount not to exceed \$120,250.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Mendoza to approve the resolution authorizing the Mayor to negotiate and execute a professional services agreement with Huitt-Zollars for project support on the Dilley, Delake and Transit Plaza project in an amount not to exceed \$120,250. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

13. Discussion and Action:

Mayor/CIP Manager

On a resolution authorizing the Mayor to sign the Advance Funding Agreement for a Surface Transportation Program (STP) off-system project, Delake Street Construction (CSJ # 0924-06-691) by and between the Town of Horizon City, Texas, and the State of Texas, acting by and through the Texas Department of Transportation.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Mendoza and seconded by Councilwoman Urrutia to approve the resolution authorizing the Mayor to sign the Advance Funding Agreement for a Surface Transportation Program (STP) off-system project, Delake Street Construction (CSJ # 0924-06-691) by and between the Town of Horizon City, Texas, and the State of Texas, acting by and through the Texas Department of Transportation. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

14. Discussion and Action:

Mayor/CIP Manager

On a Resolution authorizing the Mayor to negotiate and execute a professional services agreement with Huitt-Zollars for project support on the Rodman Shared Use Path (SUP) project in an amount not to exceed \$93,550.00.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilwoman Urrutia to approve the resolution authorizing the Mayor to negotiate and execute a professional services agreement with Huitt-Zollars for project support on the Rodman Shared Use Path (SUP) project in an amount not to exceed \$93,550.00. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

15. **Discussion and Action:**

Mayor/Chief Planner

On the resubmitted **Preliminary & Final Subdivision Plat** applications for **Desert Breeze Unit Three (Case No. SUC25-0001)**, and to authorize the Mayor to sign the recording plat, legally described as a Portion of Section 32, Block 78, Township 3, Texas and Pacific Railroad Company Surveys, Town of Horizon City, El Paso County, Texas. Containing 13.272 acres ±. Application submitted by Applicant/Representative: H2O Terra.

Chief Planner, Art Rubio spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilwoman Urrutia to approve the resubmitted **Preliminary & Final Subdivision Plat** applications for **Desert Breeze Unit Three (Case No. SUC25-0001)**, and to authorize the Mayor to sign the recording plat. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

16. **Discussion and Action:**

Mayor/EDC Executive Director

That the President of the Horizon Economic Development Corporation be allowed to execute all necessary contracts for the purchase of the property located at 1525 Oxbow, from Horizon Oxbow Development LLC, for use as the Horizon Economic Development Corporation's main offices, for an amount not to exceed \$691,776, plus any necessary closing costs.

EDC Executive Director, Eddie Garcia spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilman Padilla to approve that the President of the Horizon Economic Development Corporation be allowed to execute all necessary contracts for the purchase of the property located at 1525 Oxbow, from Horizon Oxbow Development LLC, for use as the Horizon Economic Development Corporation's main offices, for an amount not to exceed \$691,776.00 plus any necessary closing costs. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

17. **Discussion and Action:**

Mayor/EDC Executive Director

On a Resolution authorizing the Executive Director of the Horizon Economic Development Corporation to sign a Consultant Services Agreement between the Town of Horizon City Type 4B Economic Development Corporation and Barracuda Public Relations for the term of one year, commencing on the effective date of the Agreement.

EDC Executive Director, Eddie Garcia spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilwoman Urrutia to approve the resolution authorizing the Executive Director of the Horizon Economic Development Corporation to sign a Consultant Services Agreement between the Town of Horizon City Type 4B Economic Development Corporation and Barracuda Public Relations for the term of one year, commencing on the effective date of the Agreement. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

18. Discussion and Action:

Mayor/EDC Executive Director

On a Resolution authorizing the Executive Director of the Horizon Economic Development Corporation to enter into a contract between the Town of Horizon City Type 4B Economic Development Corporation and Maser Security Alarms Inc. for the purchase of an alarm system, for an amount not to exceed \$6,000.

EDC Executive Director, Eddie Garcia spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Mendoza to approve the resolution authorizing the Executive Director of the Horizon Economic Development Corporation to enter into a contract between the Town of Horizon City Type 4B Economic Development Corporation and Maser Security Alarms Inc. for the purchase of an alarm system, for an amount not to exceed \$6,000. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Nay; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

19. PUBLIC HEARING:

Mayor/Finance Director

2nd Reading of Ordinance No. 0313 Amendment No. 01, An ordinance amending Ordinance No. 0313 of the Town of Horizon City, adopting the municipal budget for the 2024-2025 fiscal year, to allow for the transfer of funds in the 2025 Police Department Budget; and providing for repealer and severability clauses.

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

20. Discussion and Action:

Mayor/Finance Director

2nd Reading of Ordinance No. 0313 Amendment No. 01, An ordinance amending Ordinance No. 0313 of the Town of Horizon City, adopting the municipal budget for the 2024-2025 fiscal year, to allow for the transfer of funds in the 2025 Police Department Budget; and providing for repealer and severability clauses.

A motion was made by Councilman Padilla and seconded by Councilwoman Randleel to approve the ordinance amending Ordinance No. 0313 of the Town of Horizon City, adopting the municipal budget for the 2024-2025 fiscal year, to allow for the transfer of funds in the 2025 Police Department Budget. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Nay; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

21. Executive Session

The City Council of the Town of Horizon City reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices.) and 551.087 (Economic Development).

ADJOURNMENT

A motion was made by Councilman Mendoza and seconded by Councilman Miller to adjourn at 6:41 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Andres Renteria, Mayor

HORIZON CITY

RESOLUTION

That the Mayor, or his designee, be authorized to sign documents necessary to exercise the first option to extend the Emergency Ambulance Services Contract with Elite Medical Transport of Texas, LLC for one year, expiring March 31, 2026.

Passed and approved the ____ day of April 2025.

TOWN OF HORIZON CITY

**By: _____
Andres Renteria, Mayor**

ATTEST:

**By: _____
Elvia Schuller, City Clerk**

APPROVED AS TO FORM:

**By: _____
Sylvia Borunda Firth
City Attorney**

RESOLUTION

OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE GRANTS DIVISION

FY2026 State Crisis Intervention Grant Program

WHEREAS, The Town of Horizon City finds it in the best interest of the citizens of Horizon City, that the Horizon City Crisis Intervention Program be operated for the 1st year; and

WHEREAS, The Town of Horizon City agrees to provide applicable matching funds for the said project as required by the Office Of the Governor, Criminal Justice Grants Division grant application and

WHEREAS, The Town of Horizon City agrees that in the event of loss or misuse of the Office of the Governor funds, the Town of Horizon City assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The Town of Horizon City designates the Mayor of the Town of Horizon City as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Town of Horizon City approves submission of the grant application for the Crisis Intervention Program to the Office of the Governor.

Signed by: Mayor Andres "Andy" Renteria

Passed and approved this _____ of _____, _____

Mayor
Horizon City, Texas

ATTEST:

Elvia Schuler
City Clerk
Horizon City, Texas

Grant Number: 5181502

Town of Horizon City Capital Improvement Program

April 8, 2025
Council Meeting

Municipal Facilities Phase 1

- Site work continues
 - Pending determination of rock wall construction
 - Coordinating water and wastewater connections — pending encasement requirements

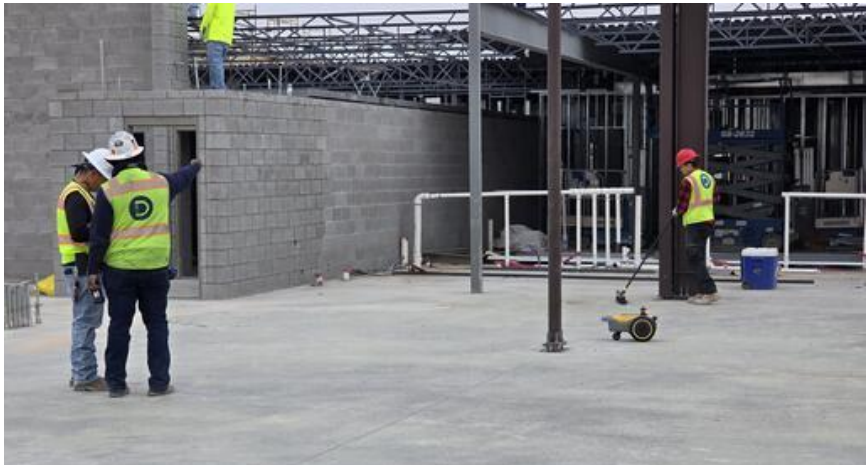
Municipal Facilities Phase 1

- Vertical Construction
 - Generator scheduled to ship by May 5, 2025 – pricing will change due to tariffs
 - Communication Equipment – working with Motorola and design team for final equipment location
- Project currently on schedule

Municipal Facilities Phase 1

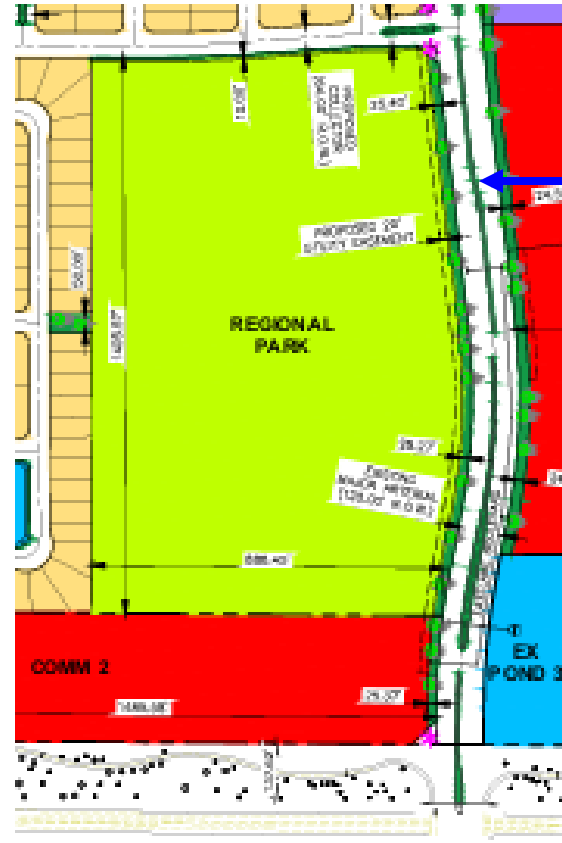


Images taken on April 3, 2025



New Regional Park

- Coordinating for appraisal of property



Eastlake Blvd.

Horizon Blvd.

From Preliminary Conceptual Plans, subject to change provided by Hunt Communities. June 2024

Federally- & State-Funded Project Updates

N. Darrington Reconstruction - Funding

- Staff working on necessary steps to apply for SIB loan.
- Revised 3-party agreement under review by partners
- Once amendment is approved, will work on ordinance amendments

N. Darrington/Horizon Blvd. Reconstruction

- Installing sewer from Eastlake to Homestead
- Preparing for concrete driveways from Nunda to Horizon Blvd.
- Drainage work continuing at Delake
- Constructing rip rap slopes and rockwall at pond

N. Darrington/Horizon Blvd. Reconstruction

Horizon Blvd. Phase 3 underway

- Paving Darrington to Breaux St.
- Working on cut and slope of ponds

Rodman Shared Use Path (SUP)

- Programmed for bidding and award in Spring 2025



Funding Updates

Howard Lowe Pedestrian Path

- Transportation Alternative Set Aside (TASA) Grant application submitted on February 9, 2025
- Required resolution for final application on today's agenda.

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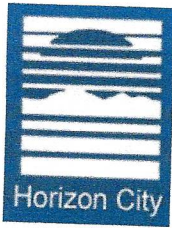
TIRZ/TOD Update

Dilley, Delake and Transit Plaza

- Funding agreement has been executed
- Interlocal agreement with CRRMA on today's agenda for Council's consideration

Town of Horizon City Capital Improvement Program

April 8, 2025
Council Meeting



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: April 4, 2025
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager *Teresa Quezada
4/11/2025*
SUBJECT: **Discussion and Action: On a Resolution authorizing the Mayor to execute and sign an Interlocal Agreement with the Camino Real Regional Mobility Authority for the design of the Dilley, Delake and Transit Plaza project for an amount not to exceed \$1,735,000**

The attached resolution authorizes the Mayor to negotiate and sign an interlocal agreement (ILA) with the Camino Real Regional Mobility Authority (CRRMA) for the design of Dilley, Delake and Transit Plaza project for an amount not to exceed \$1,735,000, which is the amount of the HUD grant for this project.

This agreement allows the City to begin the design of two roadways in first phase of development for Transit Oriented Development and of the Transit Plaza in the location approved by Council. The ILA provides for the CRRMA and their team of consultants to design the roadways and transit plaza to federal design standards and expedites the design process by reducing the administrative time for the City.

Staff recommends approval.

RESOLUTION

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

That the Mayor be authorized to negotiate and sign an Interlocal Agreement between the Town of Horizon city and the Camino Real Regional Mobility Authority (CRRMA) for Project Development for the design of the Dilley, Delake and Transit Plaza project for an amount not to exceed \$1,735,000.

Signed and approved the ____ day of April 2025.

TOWN OF HORIZON CITY

**By: _____
Andres Renteria, Mayor**

ATTEST:

**By: _____
Elvia Schuller, City Clerk**

APPROVED AS TO FORM:

**By: _____
Sylvia Borunda Firth
City Attorney**

INTERLOCAL AGREEMENT

PROJECT DEVELOPMENT AGREEMENT FOR THE DILLEY, DELAKE, & TRANSIT CENTER PROJECT

THIS INTERLOCAL AGREEMENT (the Agreement) is made and entered into effective as of the ____ day of _____, 2025, by and between the TOWN OF HORIZON CITY (the Town) and the CAMINO REAL REGIONAL MOBILITY AUTHORITY (the Authority), (collectively, the Parties), for the purposes described herein.

WITNESSETH:

WHEREAS, the Town is a political subdivision of the State of Texas; and

WHEREAS, the Authority is a regional mobility authority created pursuant to the request of the City of El Paso and operating pursuant to Chapter 370 of the Texas Transportation Code (the RMA Act) and 43 TEX. ADMIN. CODE §§26.1 *et seq.* and is a body politic and corporate and political subdivision of the State; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the RMA Act permits the Authority to enter into an agreement under which the Authority may acquire, plan, design, construct, maintain, repair, or operate a transportation project on behalf of another governmental entity if the transportation project is located in the Authority's area of jurisdiction or in a county adjacent to the Authority's area of jurisdiction; and

WHEREAS, the Town requests the Authority to provide support necessary for the development of the Dilley, Delake, and Transit Center Project (the Project), located in El Paso County which is within or adjacent to the Authority's area of jurisdiction; and

WHEREAS, the Town and Authority now desire to enter into this Agreement to allow for the Authority to complete the services requested by the Town for the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I. FINDINGS

A. Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective

governing bodies, and that this Agreement will be in full force and effect when approved by both Parties.

B. Overview of the Project. The Town and Authority have agreed to cooperatively develop the Project, due to the mutual benefit to each Party and the benefits to the region's transportation system. The Authority, in coordination with the Town and as more fully enumerated within **EXHIBIT A** to this Agreement, will take such actions as necessary to advance the Project using funds provided by the Town. The Project responsibilities of each Party and the Project budget are more fully enumerated within **EXHIBIT B** and **EXHIBIT C** of this Agreement.

II.

DUTIES AND RESPONSIBILITIES OF THE AUTHORITY

A. Project Services. Subject to the terms of this Agreement, the Authority agrees and is hereby authorized to use funding from the Town, or such other lawfully available funds designated from time to time, to provide all or a portion of the funding necessary for the services identified in **EXHIBIT A**.

1. Timeline for Commencement and Completion of Work. Commencement of work on the Project shall begin when the Town Representative (as defined in Section IV below) issues a written Notice to Proceed to the Authority for the Project. No later than fifteen (15) days from Authority receipt of a Notice to Proceed, the Authority will initiate the process to commence work on the Project, as more specifically described in **EXHIBITS A, B, and C**. Project-related services, including any applicable phasing of such activities, will be completed in accordance with the schedule developed between the Town and the Authority.

2. Scope of Work. Specific elements of the work required for the Project and the responsible party for the performance of such work are set forth in **EXHIBIT B** to this Agreement. Such services will be provided by the appropriate party within the jointly developed schedule referenced in subparagraph II.A.1. above.

3. Project Budget. The initial budget for the Project is set forth in **EXHIBIT C** to this Agreement (the Project Budget). The Parties will work together to attempt to minimize the actual costs as reflected in the Project Budget, and in no event shall the cash disbursements by the Authority exceed such Project Budget, absent the written agreement of the Parties.

B. Authority and Town Cooperation. The Parties shall cooperate in the development of the Project such that the Project is most effectively and efficiently developed.

1. Inspections. The Town and its authorized representatives may observe or inspect all work done and materials furnished for the Project at reasonable times and places. If either Party believes such Project is not being pursued as originally contemplated, the Parties' designated representatives shall meet to discuss appropriate actions to ensure that any defects in the Project or deviations are remedied.

2. Budget Overruns. In the event the costs of the Project funded in whole or in part from Town funds exceed, or due to a change in circumstances during development of such Project

are expected to exceed, the amount specified in the Project Budget and other lawfully available and designated funds, the Parties, through their respective designated representatives, will work together to identify the additional funding necessary for the Project. In the event additional funds cannot be identified to address such increased costs, the Parties shall work together to amend the scope of the Project to fit within the available funds or to otherwise address the Project funding shortfall.

3. Change Order. When applicable, Change Order shall mean a written order to the Authority's contractor executed by the Authority after execution of the original construction contract between the Authority and that contractor, directing a change in the work to be performed on a Project, and may include a change in the contract price or the time for the contractor's performance or any combination thereof. A Change Order requested by the Authority or its contractor, which would result in an increase in the Project Budget, must be approved by the Town in writing prior to creating an enforceable commitment of Town funds or other lawfully available and designated funds. A proposed Change Order requested by the Authority or its contractor shall be provided to the Town in writing and include detailed justification for the requested change(s). The Authority may approve a Change Order without the approval of the Town if the Authority agrees to pay the increased cost of the Project from its own funding source.

4. Final Acceptance. When applicable, the Authority shall notify the Town in writing upon Final Acceptance of the Project or a portion of the Project. Upon Final Acceptance of the Project, or a portion of the Project, the Authority will assign to the Town, or other responsible entity, all contractor warranties, guarantees, and bonds which it possesses with respect to such work and which extend beyond the date of such Final Acceptance. Unless otherwise agreed by the Authority, the Authority shall have no further obligation with respect to such work after Final Acceptance.

5. Authority Performance Measures. Some of the services being provided pursuant to this Agreement are an extension of the services being provided to the Authority under agreements with contractors or under consulting agreements with third-party professionals. As such, the Authority shall ensure, through its agreements with such contractors and third-party professionals, that the same performance measures are established and maintained for the performance of the services delivered on the Project pursuant to this Agreement as are applicable to work performed by such contractors and third parties on other Authority Projects. The Authority shall enforce such measures and standards on the Town's and the Authority's behalf, and the Authority shall not agree to modify performance measures, as they may relate to the services contemplated herein, without the prior written consent of the Town.

C. Reports to the Town. The Authority shall, at such times and in such form as the Town may reasonably request, furnish periodic information concerning the status of the Project and the performance of the Authority's obligations under this Agreement. To the extent requested by the Town, the Authority shall make an annual report to the Town's Council on the Project. Such annual report shall include information on the current status, including financial details, of the Project and the state of the Authority as a public entity in general.

D. Accounting. The Authority shall use diligence to ensure that each distribution of Project funds is for proper and documented expenditures. Complete books and records shall be maintained by the Authority of disbursements for payments required in this Agreement. All such books and records shall be deemed complete if kept in accordance with the Governmental Accounting Standards Board's principles and in accordance with the provisions of the RMA Act. Such books and records shall be available for examination by the duly authorized officers or agents of the Town during normal business hours upon request made not less than five (5) business days prior to the date of such examination. In addition, the Authority shall coordinate with the Town's Auditor's Office to provide information and documentation necessary for the Town to complete its annual books, records and reports for each fiscal year, during which: (1) Project funds are/were distributed for the Project; (2) Project warranties are/were in effect; and/or (3) Project claims are/were outstanding.

E. Limitations on Project Development. Notwithstanding anything herein to the contrary, the Authority shall not be obligated to pursue or complete development of the Project if the funds available from the Town together with other lawfully available and designated funds are insufficient to pay all costs associated with the Project and the Town fails to provide additional funding to cover the amount of any such deficiency.

III. DUTIES AND OBLIGATIONS OF THE TOWN

A. Project Responsibilities of the Town. The Town shall be responsible for the costs of those responsibilities as enumerated within **EXHIBIT B** to this Agreement, with such payments to be made in accordance with the terms established within **EXHIBIT C**. Once those responsibilities or deliverables have been completed, the Town shall bear no additional costs for completion of the Project, unless specifically included in the Project Budget or in a written amendment of this Agreement approved by the Town.

B. Financial Obligations of the Town. Authority financial obligations created hereunder shall be limited solely to Town funds transferred from time to time by the Town to the Authority as required by this Agreement. Except for delivery of the funds enumerated herein, the Town shall have no financial obligation to make any payment, in whole or in part, on behalf of the Authority, unless specifically provided in accordance with the terms of this Agreement, its exhibits or amendments.

C. Disclosure of Information. The Town covenants and agrees that it shall cooperate with the Authority to ensure the timely completion of the Project within specified and agreed upon budgets and shall promptly provide the Authority with such information or support as may be necessary for the Authority to satisfy its obligations under this Agreement.

**IV.
PARTY REPRESENTATIVES AND LEGAL NOTICES**

A. Party Representatives. The designated representatives authorized to act on behalf of each party hereto, and the addresses to which notices due hereunder should be directed, are as follows, unless and until either Party is otherwise notified in writing by the other:

Town:

Planning Director
14999 Darrington Road
Horizon City, Texas 79928

Authority:

Executive Director
801 Texas Avenue
El Paso, Texas 79901.

B. Limitations on Town Representative. Notwithstanding anything contained herein to the contrary, approval of the Project Budget, changes to the funding source(s), change orders that increase the Project Budget, and all amendments to this Agreement shall require the action of the Town's Council.

C. Legal Notices. Any and all notices and communications under this Agreement shall be in writing and mailed by first-class mail, or hand delivered, addressed to the following designated officials:

Town:

Mayor
14999 Darrington Road
Horizon City, Texas 79928
Cc: Planning Director

Authority:

Executive Director
801 Texas Avenue
El Paso, Texas 79901

**V.
TERM AND TERMINATION**

Term and Termination. Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in full force and effect until the completion of the services to be provided. Notwithstanding the foregoing, and without limitation on any other remedy identified in the Agreement or available at law or in equity:

A. either Party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure of services to be provided in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice; and

B. the Parties may mutually agree to terminate this Agreement.

VI.
GENERAL AND MISCELLANEOUS

A. Waiver. Neither this Agreement nor any of the terms hereof may be waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the waiver or modification shall be sought. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this Agreement, shall operate as a waiver, discharge or invalidation thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy.

B. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

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

D. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

E. Venue. For any and all disputes arising under this Agreement, venue shall be in El Paso County, Texas.

F. Successors and Assigns. This Agreement shall bind and benefit the respective Parties and their legal successors, and shall not be assignable, in whole or in part, by any Party hereto without first obtaining the written consent of the other Party.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

TOWN OF HORIZON CITY, TEXAS

ATTEST:

**CAMINO REAL
REGIONAL MOBILITY AUTHORITY**

Joyce A. Wilson, Chair

ATTEST:

Monica L. Perez
Board Secretary

EXHIBIT “A”

DILLEY, DELAKE, AND TRANSIT CENTER PROJECT PROJECT DESCRIPTION

The Authority will provide design services for the Project. Such services shall include, but not be limited to, those services necessary to develop a set of design plans for each component of the Project, such that the Parties will be able to procure one or more construction contractors to complete the Project. The Town has acquired funding for the Project from the U.S. Department of Housing and Urban Development (HUD), which shall include oversight by the Texas Department of Transportation. Accordingly, design and environmental activities and documentation shall be completed to meet HUD and TxDOT requirements.

Design activities for the roadways will include water and wastewater services, including storm drainage, and will comply with zoning and adopted architectural guidelines for a transit-oriented development area. Design will also include coordination with other utilities.

Design activities for the transit center will incorporate the co-location of the proposed City Hall Administrative Building, as adopted in the approved Transit Center Plaza site. Access and circulation for the efficient operation of the transit center will be included as part of the requested design activities.

Insert graphic

[END OF EXHIBIT]

EXHIBIT “B”

**DILLEY, DELAKE, AND TRANSIT CENTER PROJECT
PROJECT RESPONSIBILITIES**

- 1. PLANNING: None**
- 2. DESIGN: Authority**
- 3. ENVIRONMENTAL PERMITTING: None**
- 4. RIGHT-OF-WAY ACQUISITION: None**
- 5. CONSTRUCTION LETTING: None**
- 6. CONSTRUCTION: None**
- 7. FINANCIAL OBLIGATIONS: Town**
- 8. REPORTING: Authority**
- 9. PERFORMANCE STANDARDS: Authority**
- 10. MARKETING AND PUBLIC OUTREACH: None**
- 11. UTILITY RELOCATION: None**
- 12. OTHERS: None**

[END OF EXHIBIT]

EXHIBIT “C”

**DILLEY, DELAKE, AND TRANSIT CENTER PROJECT
PROJECT BUDGET**

DESCRIPTION	TOTAL ESTIMATED COST	AUTHORITY PAYS WITH TOWN FUNDS	AUTHORITY PAYS WITH OTHER FUNDS
PLANNING	\$ 0.00	\$ 0.00	\$ 0.00
ROW	\$ 0.00	\$ 0.00	\$ 0.00
UTILITY RELOCATION	\$ 0.00	\$ 0.00	\$ 0.00
PERMITS & SERVICES	\$ 0.00	\$ 0.00	\$ 0.00
ENGINEERING	\$ 1,735,000	\$ 0.00	\$ 1,735,000
CONSTRUCTION	\$ 0.00	\$ 0.00	\$ 0.00
MISCELLANEOUS	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 1,735,000	\$ 0.00	\$ 1,735,000

NOTES:

1. The table above identifies anticipated uses by the Authority of available funds by category. However, the Authority is not limited in its use of funds by such categories and is expressly authorized to utilize funds from any category in the development of the Project, as needed; provided the Authority coordinates all such uses with the Town.
2. The Authority shall submit monthly invoices to the Town for design and design oversight services rendered by the Authority and its consultants, which shall be paid by the Town within thirty (30) days of receipt. Submittals shall also include status reports in a form and style agreed upon by the Town.
3. The funding category identified as “Engineering” includes those activities customarily provided in the completion of the design plans requested in this Agreement and expressly include design services, design oversight services, and administrative expenses, to include up to 3% for Authority oversight.

[END OF EXHIBIT]



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: October 10, 2022
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager

Teresa Quezada
10/13/22

SUBJECT: Discussion and Action: On a Resolution authorizing staff to submit a TA grant application to the Texas Department of Transportation for the design and construction of a pedestrian mall on Howard Lowe.

The attached resolution expresses the City Council's support for the submission of an application to use federal Transportation Alternative Funding available through the Texas Department of Transportation to fund the design and construction of a pedestrian mall at the Howard Lowe right-of-way.

The project application will go through a competitive selection process at the state level and, if selected, will be recommended to the Texas Transportation Commission for funding. If selected, the project will then be added to the MPO's planning documents. Once the project becomes part of the planning documents, the City would enter into a Local Advanced Project Funding Agreement (LPAFA) to establish the duties and responsibilities of the Town and the Texas Department of Transportation to execute the project.

This resolution is intended to document the City Council's support and commitment to sponsor the project and fund the match as well as any cost overruns on the project.

The Howard Lowe Pedestrian Mall will provide pedestrian and bicycle connections south of the City's planned transit oriented development and will preserve the existing utility infrastructure on an unimproved right-of-way while providing access to neighboring properties. The City's CIP team, working with the CRRMA and their team of consultants will finalize scope and estimates for the project and complete the final application due to TXDOT by June 20, 2025.

Preliminarily, the project is eligible for *transportation development credits*. If their use is confirmed, the credits would cover the City's required 20% match. The initial estimate for the project is approximately \$2.6 million.

Staff recommends approval of the resolution and authorization to submit the project application.

Town of Horizon City Texas

Resolution

WHEREAS, the Texas Department of Transportation issued a call for projects in January 2025 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA Program funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure.

WHEREAS, The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible;

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

WHEREAS, the City desires to seek funding in order to construct a pedestrian mall on the Howard Lowe unimproved right-of-way located in Horizon City; and

WHEREAS, if the project is selected for funding, Horizon City would be responsible for any required match for the project.

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

The Town of Horizon City authorizes staff to submit a TA grant application to the Texas Department of Transportation for the design and construction of a pedestrian mall on Howard Lowe St.

The Town of Horizon City supports the 2025 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department's direct state cost for oversight, and the required local match, if any) for the **Howard Lowe Pedestrian Mall** and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. The Town of Horizon is willing and able to enter into an agreement with the department should the project be selected for funding.

(Signatures on following page.)

Signed and effective the ____ day of April 2025.

Town of Horizon City, Texas

By: _____

Andres Rentería, Mayor

ATTEST:

By: _____

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____

Sylvia Borunda Firth

City Attorney



Town of Horizon City



PROCLAMATION

WHEREAS, the women and men serving as Public Safety Telecommunicators-911 operators, dispatchers and other communications specialists answer calls from citizens for police, fire and emergency services; and

WHEREAS, these professionals, the "unseen first responders", are the first link in providing critical assistance to Texans in times of great need, and their specialized skills and calm presence are invaluable to the members of our community; and

WHEREAS, the Town of Horizon City Public Safety Communicators exhibit professionalism, compassion, and empathy during the reporting of critical events; and

WHEREAS, to highlight the invaluable role of Public Safety Telecommunicators, the community annually designates a week in April for recognition and appreciation for our unseen heroes; and

WHEREAS, all residents of the Town of Horizon City are encouraged to extend their appreciation to our Public Safety Telecommunicators whose diligent efforts ensure that help is on the way when it is needed most.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the Town of Horizon City, Texas:

That the week of April 13- April 19, 2025 be known as:

"Public Safety Telecommunicators Week".

SIGNED, this 8th day of April 2025.

- _____ City Mayor Andres Renteria
- _____ Council Member Place 1 Walter Miller
- _____ Council Member Place 2 Scott Quiroz
- _____ Council Member Place 3 Rocio Ortega
- _____ Council Member Place 4 Pat Randleel
- _____ Council Member Place 5
- _____ Council Member Place 6 Rafael "Ralph" Padilla Jr.
- _____ Council Member Place 7 Ruben Mendoza

TOWN OF HORIZON CITY
RESOLUTION

That the Mayor and the Chief of Police be authorized to sign a Mutual Aid and Assistance Interlocal Agreement with the Socorro Independent School District to establish a collaborative framework between the Socorro Independent School District Police Department and the Town of Horizon City Police Department to enhance preparedness and response to mass casualty events, active shooter situations and hostile events.

Passed and approved the ___ day of _____, 2025.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
City Attorney

STATE OF TEXAS §
§ **Mutual Aid and Assistance**
COUNTY OF EL PASO § **INTERLOCAL AGREEMENT**

This Interlocal Governmental Agreement (“Agreement”) is entered into by and between the Socorro Independent School District, the Town of Horizon City, Texas.

1. PURPOSE OF AGREEMENT

- 1.1 This Memorandum of Understanding (MOU) establishes a collaborative framework between Socorro Independent School District Police Department (SISDPD) and the Horizon City Police Department (HCPD) to enhance preparedness and response to Mass Casualty events or Active Shooter situations, and Hostile Events.
- 1.2 Both parties agree to the sharing of resources during Mass Casualty and Active Shooter events.
- 1.3 This MOU applies to all K-12 schools within the jurisdictions of the Socorro Independent School District.

2. ROLES AND RESPONSIBILITIES

- 2.1 Communication: SISDPD and HCPD will maintain open lines of communication during emergencies, utilizing established protocols.
- 2.2 Resource Sharing: Both the SISDPD and HCPD agree to share resources, including personnel, materials, and information, to support response efforts.
- 2.3 Notification: In the event of an active shooter incident, SISDPD will promptly notify HCPD.
- 2.4 If either event were to occur, and the event becomes prolonged, SISDPD will agree to relinquish command of the event to HCPD. Once their Command Post has been established and will follow the direction of HCPD personnel.

3. TRAINING

- 3.1 Joint training sessions will be conducted annually for staff and first responders to ensure readiness. (ALERRT, ICS, UC).
- 3.2 Each Department will provide access to training materials and resources.

4. EMERGENCY RESPONSE PLANS

- 4.1 SISDPD will align their emergency response plans to ensure consistency in procedures during an active shooter incident.
- 4.2 Plans will be reviewed annually and updated as necessary.

5. INFORMATION SHARING

- 5.1 Socorro Independent School District Police Department agrees to share relevant data and intelligence regarding potential threats and incidents.
- 5.2 Confidentiality agreements will be upheld to protect sensitive information.

6. REVIEW AND REVISIONS

- 6.1 This MOU will be reviewed annually and may be revised as needed to reflect changes in policies or procedures.
- 6.2 Amendments must be agreed upon in writing by all parties.

7. DURATION

- 7.1 This MOU shall remain in effect until terminated by any party with written notice of 30 days.
- 7.2 All Parties agree to the terms outlined in this MOU by signing below.

8. LIABILITY

- 8.1 Nothing in this MOU may be construed as creating any personal liability on the part of any participating Agency or any elected official, officer, director, employee, or agent of the Agency. The Agencies agree that no provision of this MOU extends any Agency's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this MOU nor any other conduct of any Agency relating to this MOU shall be considered a waiver by any Agency of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

9. VENUE

- 9.1 Law enforcement assistance will occur within the boundaries of El Paso County, Texas and within the jurisdictional limits of a city/county area of responsibility of the participating agency. HCPD may assist if available outside their city limits with the understanding another agency of that jurisdiction may take command of the incident.

Socorro Independent School District

Michael Najera
SISD Board President
[Date]

James P. Vasquez
Interim Superintendent of Schools
[Date]

George Johnson
Chief of Police
[Date]

Town Of Horizon City, Texas

By:_____
Andres Renteria, Mayor
Date:_____

ATTEST:

By:_____
Elvia Schuller, City Clerk
Date:_____

APPROVED AS TO CONTENT:

By:_____
Marco Vargas, Chief of Police
Date:_____

RESOLUTION

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over the public streets within its corporate limits and authorizes the City to enter into agreements with the State regarding the maintenance, control, supervision, and regulation of State highways within its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State to enter into Agreements with cities regarding responsibilities for maintenance, control, supervision, and regulation of State highways within the corporate limits of such cities; and

WHEREAS, the parties entered into an agreement whereby the City has installed landscaping, a hike and bike trail, and pedestrian lighting within the right of way of FM 1281 (Horizon Boulevard) between RM 34+0.17 (Horizon Boulevard at Ashford Road) to RM 34+1.17 (Horizon Boulevard at Rifton Court) and the City shall maintain such improvements.

WHEREAS, the parties desire to extend the installation of landscaping, a hike and bike trail, and pedestrian lighting within the right of way of FM 1281 (Horizon Boulevard) between RM 34+1.17 (Horizon Boulevard at Ashford Road) to RM 34+1.17 (Horizon Boulevard at Anderpont Road) and the City shall maintain such improvements.

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

That the Mayor be authorized to sign a landscaping Maintenance Agreement (Advance Funding Agreement for Voluntary Maintenance by a Local Government (On-System) between the Town of Horizon City and the State of Texas acting by and through the Texas Department of Transportation, for the installation and maintenance by the City of the hike and bike trail and pertinent improvements on FM 1281 (Horizon Boulevard), between Ashford Road and Anderpont Road, approximately.

PASSED AND ADOPTED this ____ day of _____, 2025.

THE TOWN OF HORIZON CITY

Andres Renteria
Mayor

ATTEST AS TO FORM:

APPROVED AS TO CONTENT:

Sylvia Borunda Firth
Assistant City Attorney

Eduardo Garcia
Interim-Planning Director

TxDOT: El Paso District			
CCSJ #	0924-06-406		
District #	24	Code Chart 64#	19745
Project Name	Horizon Blvd. Bike and Walk Path		

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Horizon Blvd Bike and Walk Path
On-System**

AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the **Texas Department of Transportation**, called the “State”, and the **Town of Horizon City**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on **August 25th, 2015** to effectuate their agreement to maintain landscaping, hike and bike trail, and pedestrian lighting within the right of way of **FM 1281** (Horizon Blvd.). A portion of FM 1281 roadway on the state highway system between **RM 34+0.17**(Horizon Blvd. at Ashford Road) to **RM 34+1.17** (Horizon Blvd. at Rifton Court); and,

WHEREAS, the parties executed Amendment #1 to the contract on **February 28th, 2025** to extend the hike and bike trail within the right of way of **FM 1281** (Horizon Blvd.) A portion of FM 1281 roadway on the state highway system between **RM 34+1.17** (Horizon Blvd. at Rifton Court) to **TRM 36+1.191** (Horizon Blvd. at Anderpont Street); and,

WHEREAS, it has become necessary to amend that contract in order to; **extend the Town of Horizon maintenance limits for the hike and bike trail**;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

TxDOT: El Paso District			
CCSJ #	0924-06-406		
District #	24	Code Chart 64#	19745
Project Name	Horizon Blvd. Bike and Walk Path		

AGREEMENT

1. The parties agree that the Agreement is amended as follows:

In accordance with the original Advance Funding Agreement, the contract will terminate effective when signed by the last party of whose signing makes this Amendment fully executed.

2. Attachment A-, Location Map Showing Project is deleted in its entirety and replaced with Attachment A **#1**, Location Map Showing Project, which is attached to and made part of this Amendment. ; **extend the Town of Horizon maintenance limits for the hike and bike trail.**

All other provisions of the original contract are unchanged and remain in full force and effect.

Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party’s signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

El Paso District Engineer

Date

Signature

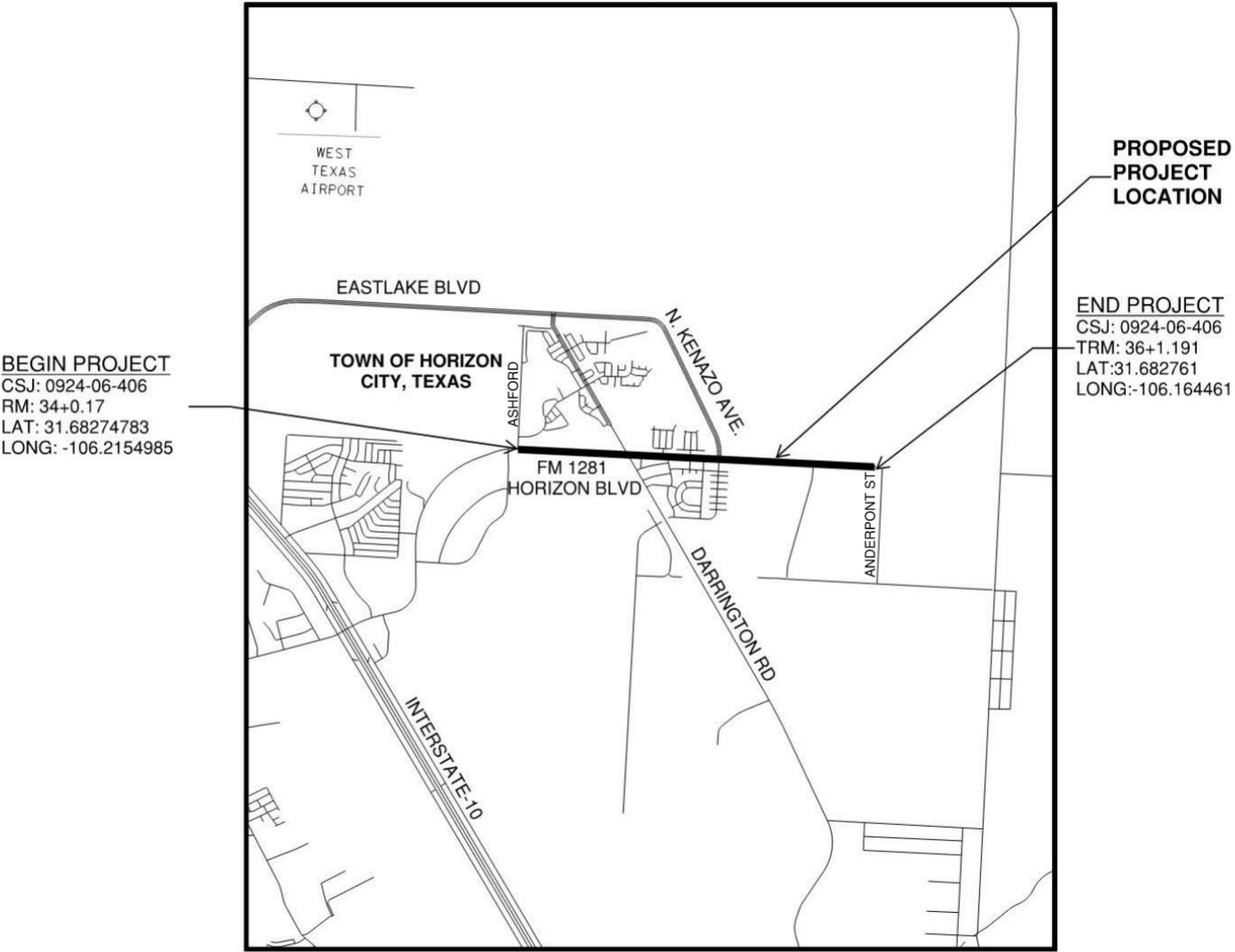
Typed or Printed Name

Typed or Printed Title

Date

TxDOT: El Paso District			
CCSJ #	0924-06-406		
District #	24	Code Chart 64#	19745
Project Name	Horizon Blvd. Bike and Walk Path		

**Attachment A
LOCATION MAP SHOWING PROJECT**





**TOWN OF HORIZON CITY
MEMORANDUM**

Date: April 08, 2025

To: Honorable Mayor and Members of City Council

From: Art Rubio, Chief Planner

SUBJECT: On the **Preliminary Subdivision Plat** applications for **Rancho Desierto Bello Unit 18 (Case No. SDP25-0001)**, legally described as a Portion of Leigh Clark Survey No. 297, Town of HorizonCity, El Paso County, Texas. Containing 17.354 acres ±. Application submitted byApplicant/Representative: TRE & Associates.

On March 17, 2025, the Planning & Zoning Commission unanimously recommended approval of the Rancho Desierto Bello Unit 18 Plat on a Preliminary Basis.

The application meets all minimum requirements of a preliminary and subdivision plat and staff recommends approval of the Rancho Desierto Bello Unit 18 Subdivision Plat on a Preliminary Subdivision Plat basis.

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**

REVISED

Case No.: SDP25-0001 Rancho Desierto Bello Unit 18

Application Type: Preliminary Subdivision Plat Application
P&Z Hearing Date: March 17, 2025
Staff Contact: Art Rubio, Chief Planner
 915-852-1046, Ext. 407; arubio@horizoncity.org

Address/Location: West of Darrington Rd and South of Claret Cup Pl
Property ID Nos.: X29700000000080
Legal Description: A portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas
Property Owner: Viva Land Ventures, LLC
Applicant/Rep.: TRE & Associates
Nearest Park: RDB 2 Park
Nearest School: Ricardo Estrada Middle School

SURROUNDING PROPERTIES:		
	Zoning	Land Use
N	R-9 (Single-Family Residential)	Residential
E	R-9 (Single-Family Residential)	Residential
S	M-1	Vacant
W	R-9 (Single-Family Residential)	Residential
LAND USE AND ZONING:		
	Existing	Proposed
Land Use	Vacant	Residential Subdivision
Zoning	R-9 Residential	R-9 Residential

Application Description:

Preliminary Subdivision:

The proposed preliminary residential subdivision includes 89 lots for single-family residential development, the smallest lot measuring approximately 6,016 sq. ft. and the largest lot measuring approximately 7,497 sq. ft. A 52 ft. residential street is proposed within the subdivision connecting to Claret Cup Place and ultimately to Darrington Rd.

Cumulative Parkland Dedication:

The developer is required to dedicate 1-acre of parkland and a fee of \$15,600.00. RDB Unit 17 required no parkland dedication and \$40,000.00 in park fees at 100 units. RDB Unit 18 - 89 units plus 100 units from RDB Unit 17 cumulative subdivisions for a total of 189 units, 39 units over 150-unit cap for fee of \$15,600.00 and 1-acre of parkland dedication for cumulative subdivisions from 150-224 units.

Staff Recommendation:

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

Planning Division Comments:

Recommend approval subject to the temporary turn arounds outside the boundary of the proposed subdivision be recorded as easements prior to recording the plat.

Town Engineer Comments:

1. ~~In accordance with Town of Horizon City Subdivision Ordinance 4.2.2.5, show pertinent existing utilities on roads connecting to RDB Unit 18.~~
2. ~~Confirm the construction of five (5) city monuments for this subdivision as noted on Sheet 1 of 1.~~
3. ~~Verify the existence of the 30' Utility Easement on Banana Yucca Avenue. If it has not been decommissioned, show it in the plan view.~~
4. ~~The city monument at Faxon Yucca Avenue and Vinca Place conflicts with the stormwater system manhole. Please revise accordingly.~~
5. ~~Label existing major contours on the plat.~~
6. ~~Provide a closure report for the subdivision.~~

El Paso 9-1-1 District Comments:

~~I'm not able to see how all the addressing will line up on Faxon Yucca but, I was wondering if it would be possible to adjust the addressing so that the 14300 block begins at the intersection of Maravillas/Faxon Yucca? Only so that the range doesn't go from 14200 to 14300 in the middle of a roadway.~~

TxDOT Comments:

~~No comments.~~

El Paso Electric Company:

~~Please change the 10' R U E to a 10' Utility Easement, we have an existing easement for an underground line along Claret Cup Pl.~~

Texas Gas Service:

~~In reference to the proposed Rancho Desierto Bello Unit 18, Texas Gas Service does not have any objections.~~

El Paso Natural Gas / Kinder Morgan:

~~This Project area is clear of El Paso Natural Gas a company of Kinder Morgan's Pipelines and facilities.~~

Clint Independent School District:

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

EPCAD

~~The block on Rancho Desierto Bello #18 are already used on Rancho Desierto Bello #17 can you please check if correct. The lots numbers are some what different are they doing Rancho Desierto Bello #17?~~

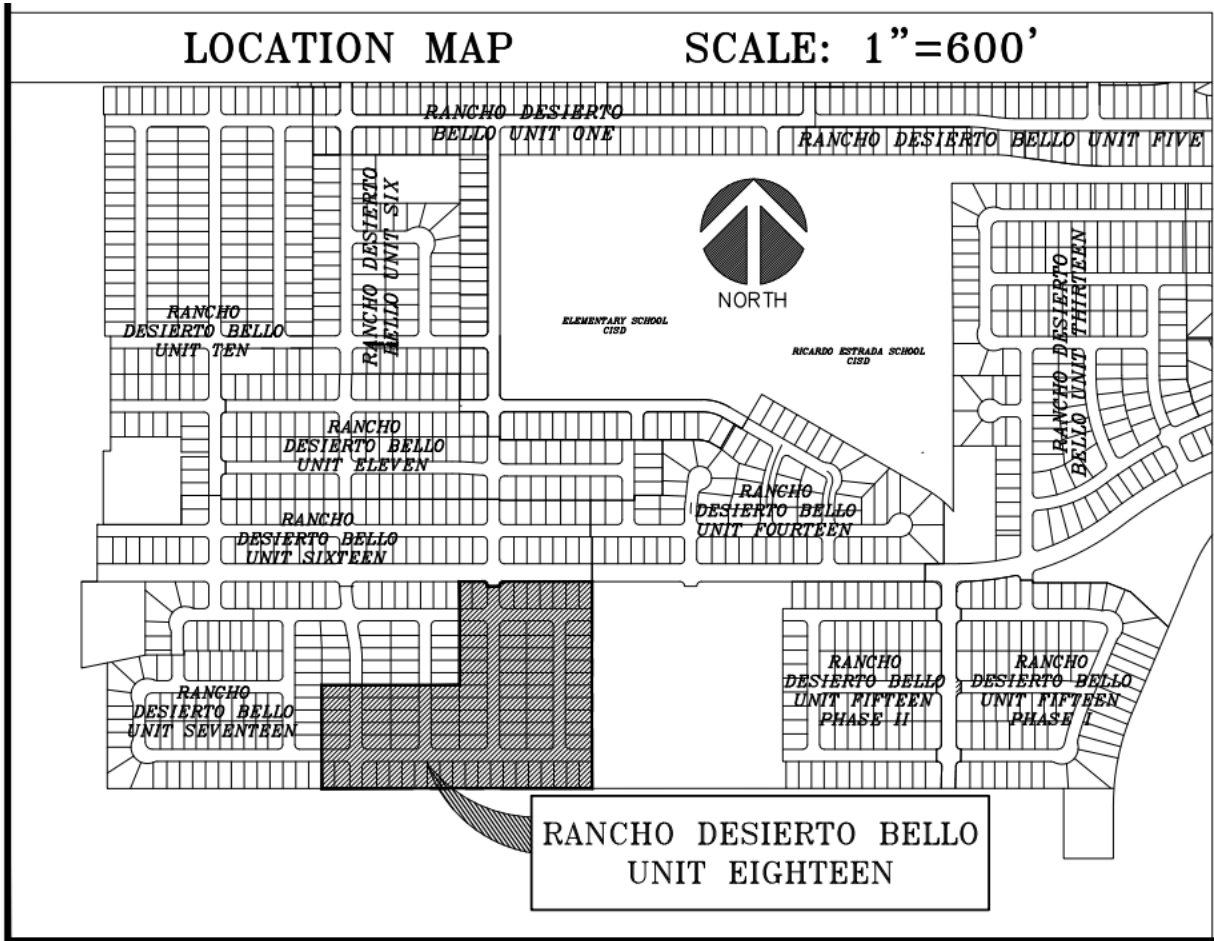
HRMUD:

~~No comments.~~

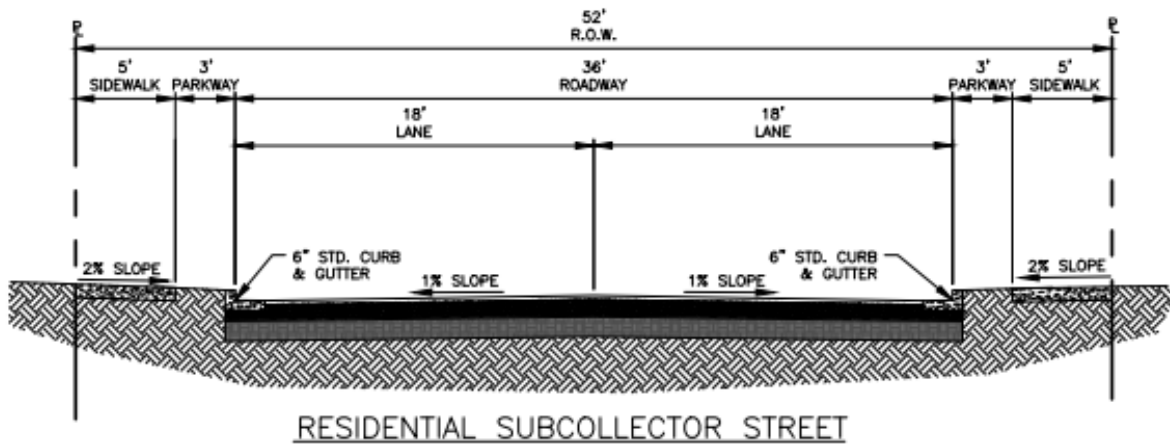
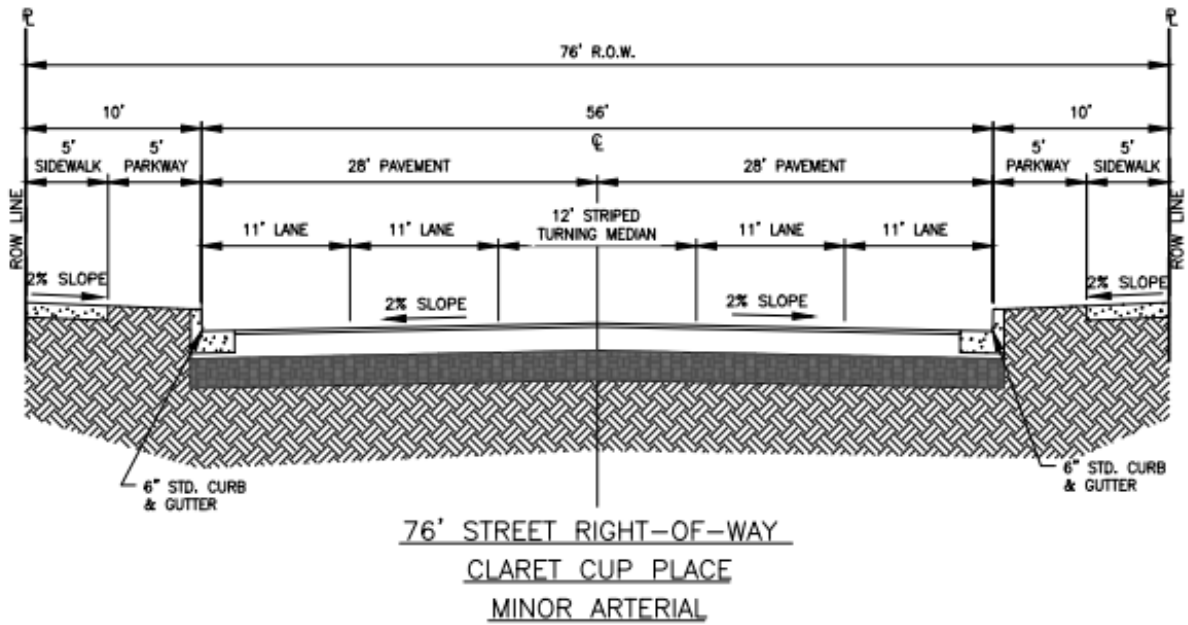
Attachments:

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

Attachment 3: Location Map



Attachment 5 – Existing Right-of-Way Cross Section



Attachment 6: Preliminary Online Application



Town of Horizon City, TX
Town of Horizon City Hall

14999 Darrington Road
 Horizon City, TX 79928
 915-852-1046
<https://www.horizoncity.org/>

PERMIT

SDP25-0001	SUBDIVISION (PRELIMINARY)
SITE ADDRESS: 0 UNKNOWN HORIZON CITY	ISSUED:
PRIMARY PARCEL: X29700000000080	EXPIRES:
PROJECT NAME: RANCHO DESIERTO BELLO UNIT 18	

APPLICANT: Barraza, Karen
 110 Mesa Park Dr. Suite 200
 El Paso, TX 79912
 9154128906

OWNER: RKM LAND PARTNERS LLC
 7910 GATEWAY #102
 EL PASO, TX 79915-1810

Detail Name	Detail Value
Please select the Land Use here:	Residential
Please provide the Specific Use here - e.g. Residential: single-family/duplex. Commercial: retail/office. Industrial: manufacturing/assembly. Institutional: church/hospital. Civic: library/park/government	Residential
Number of Units:	89
Acreage:	17.353
If single-family or duplex development is proposed: enter the average floor area of houses	N/A
Are special improvements proposed in connection with the development?	No
Is a modification of any portion of the subdivision ordinance proposed?	No
If answer is "Yes", please explain the nature of the modification or enter N/A	N/A
What type of landscaping is proposed?	Parkway
If answered "Other", please describe the landscaping type proposed or enter N/A	N/A
Remarks and/or explanation of special circumstances	N/A
Will plat be recorded prior to subdivision improvements being completed & approved?	No
If answered "Yes" to plat recorded before completion of subdivision improvements, have Required Guarantee OR Improvement Cost Estimates & Construction Agreement been submitted?	No
Will any Restrictions and Covenants be recorded with plat?	No
If the project will have improvements dedicated to the City, have the plans been approved?	Y



Town of Horizon City, TX

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If the project has improvements dedicated to the City, please enter the date the submitted improvement plans were received, or enter N/A if not applicable (attach Transmittal Proof of Plans Submitted) Yes, improvements will be dedicated no they will have not been approved

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. I acknowledge

FEES:	<u>Paid</u>	<u>Due</u>
Subdivision Preliminary Plat Application Fee	\$1,500.00	\$0.00
Technology fee surcharge added to all permits	\$115.00	\$0.00
Application approval - engineering fee (initial fee)	\$800.00	\$0.00
Totals :	\$2,415.00	\$0.00

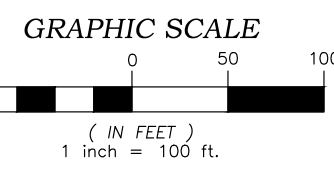
RANCHO DESIERTO BELLO UNIT EIGHTEEN

A PORTION OF LEIGH CLARK SURVEY No. 297,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 17.354 ACRES ±

PROPOSED LAND USE
RESIDENTIAL

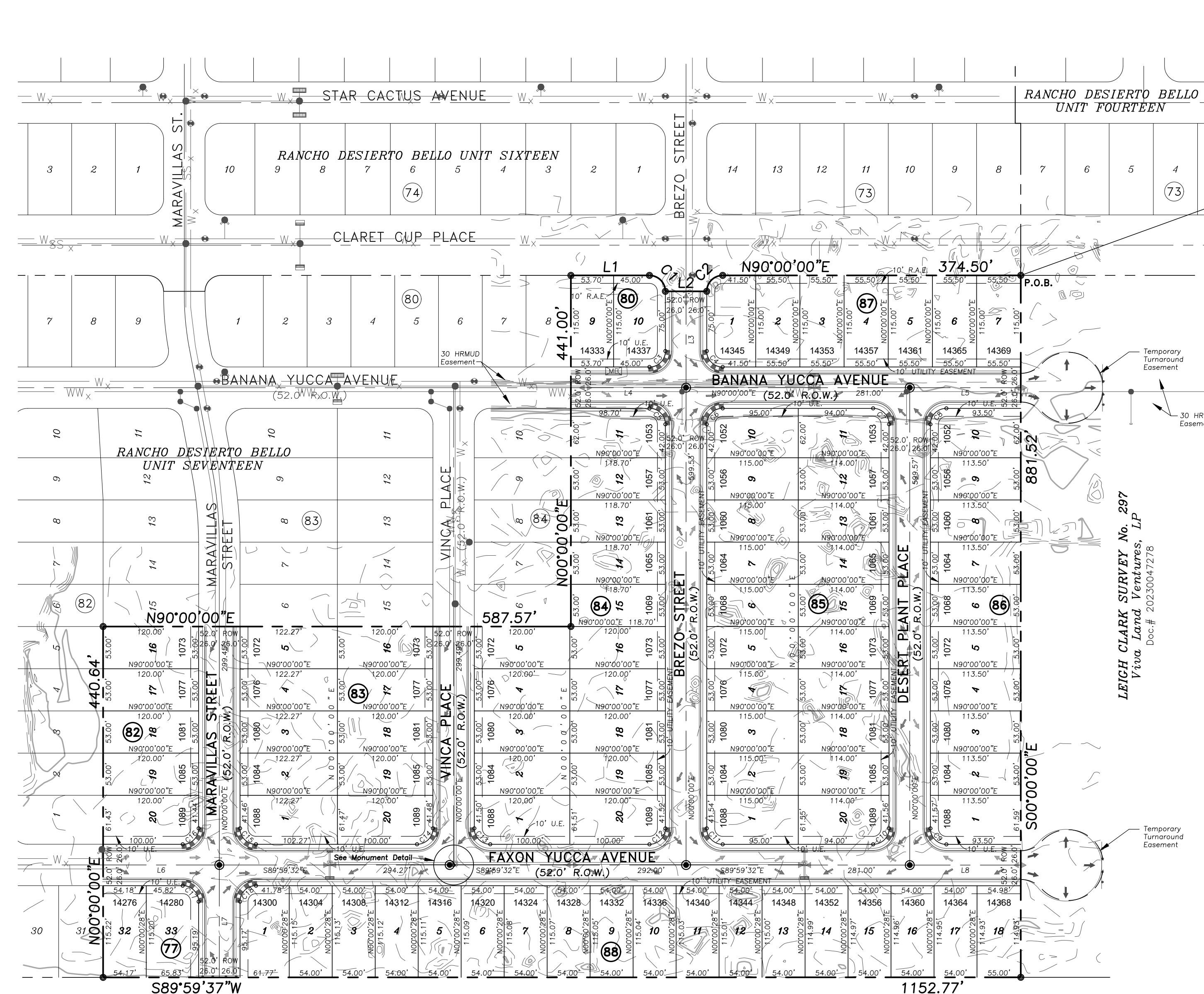
RESIDENTIAL LOTS = 89

SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL
DISTRICT



LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- STREET CENTERLINE
- EASEMENT LINE
- MB U.S. POSTAL SERVICE COLLECTION BOX UNITS
- 12 BLOCK NUMBER
- 14333 LOT NUMBER
- EXISTING GROUND CONTOUR LINES
CONTOUR INTERVAL = 1.0 FOOT
- PROPOSED CITY MONUMENT
- R.A.E. RESTRICTIVE ACCESS EASEMENT
- U.E. UTILITY EASEMENT
- ↑ DRAINAGE FLOW ARROW



P.O.C.
Section Corner
Existing 2" Iron Pipe
SEC. 43, BLK. 78, TSP. 3,
T.&P.R.R. CO. SURVEYS

57°08'13"W
3048.29'

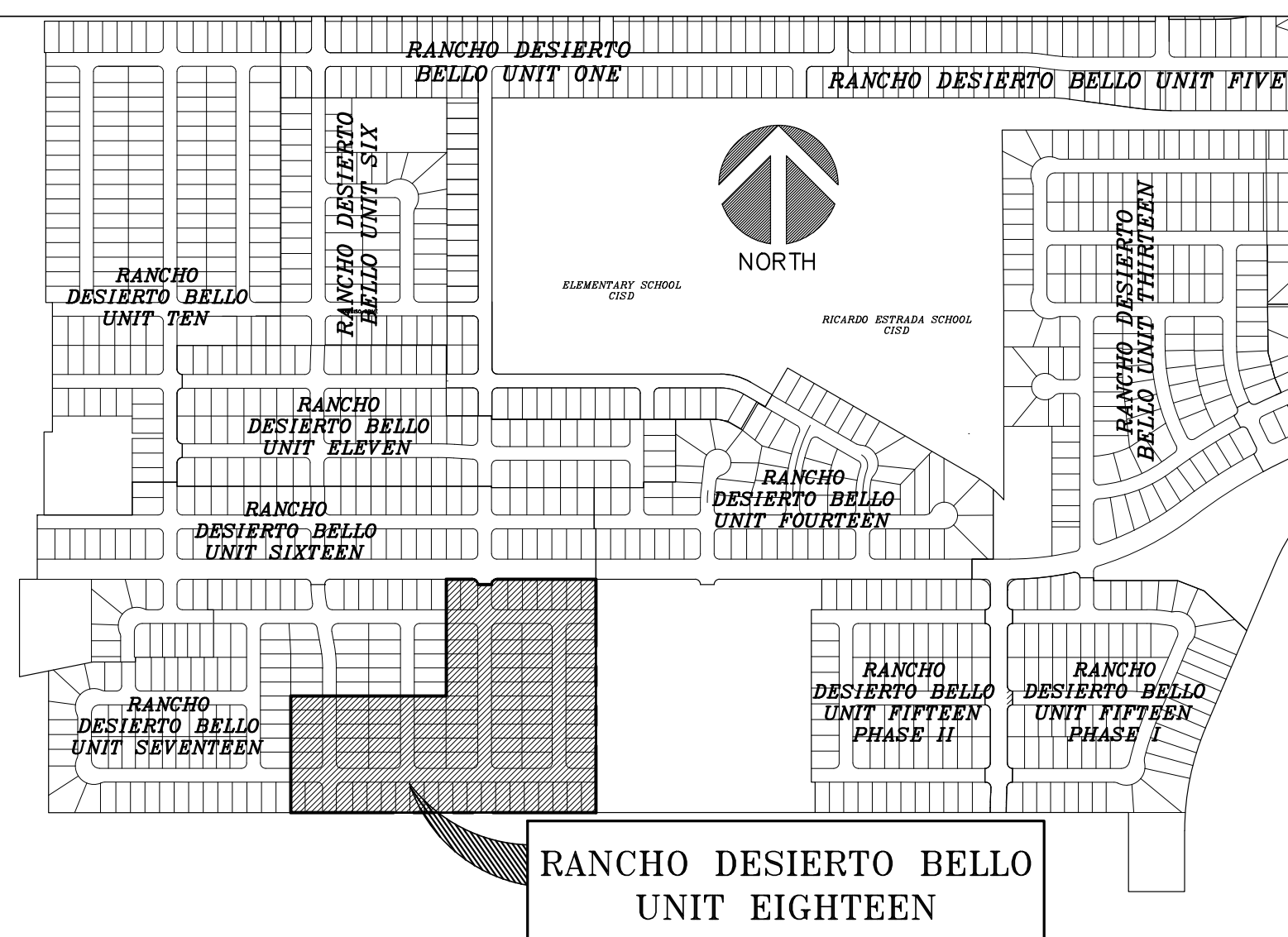
LEIGH CLARK SURVEY
No. 297

SEC. 5, BLK. 78,
TSP. 4,
T.&P.R.R. CO.
SURVEYS

SEC. 44, BLK. 78,
TSP. 3,
T.&P.R.R. CO.
SURVEYS

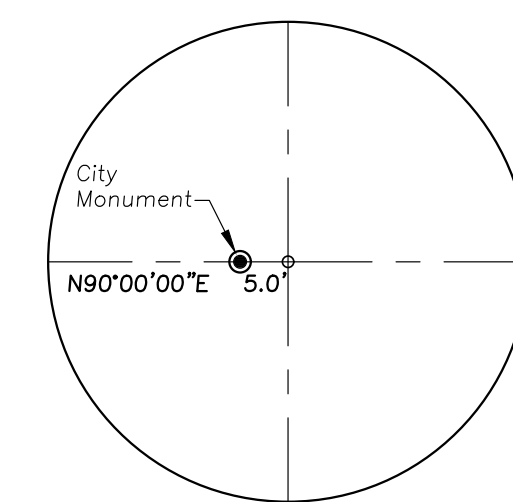
LOCATION MAP

SCALE: 1"=600'



MONUMENT DETAIL

FAXON YUCCA AVENUE & VINCA PLACE



EGAN, MICHAEL S.
Doc. # 20170017647

PRELIMINARY

TO BE CONSIDERED BY THE
CITY PLAN COMMISSION
RECOMMENDATIONS CONCERNING
THIS PLAT MUST BE FILED BY:

OWNER
VIVA LAND VENTURES, LP
11427 ROJAS DRIVE
EL PASO, TEXAS 79936
(915)859-8900
CONTACT: GREG DIDONNA



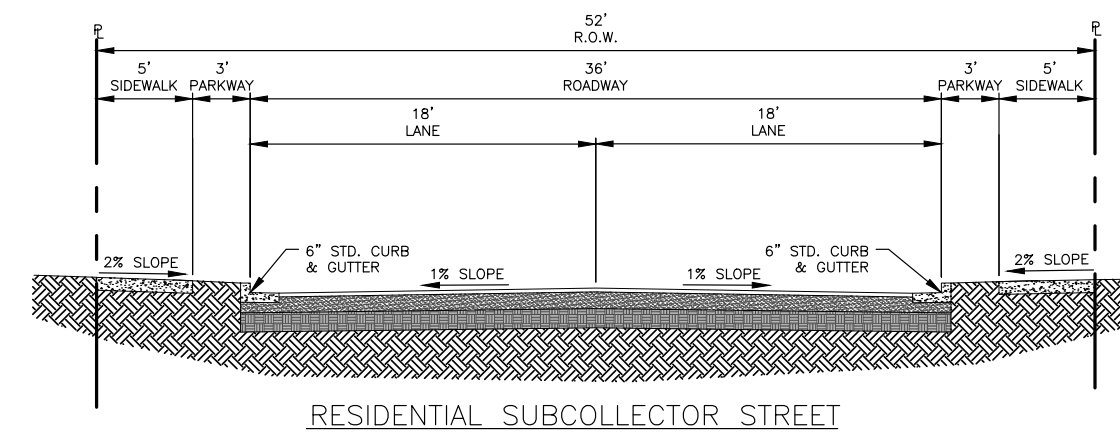
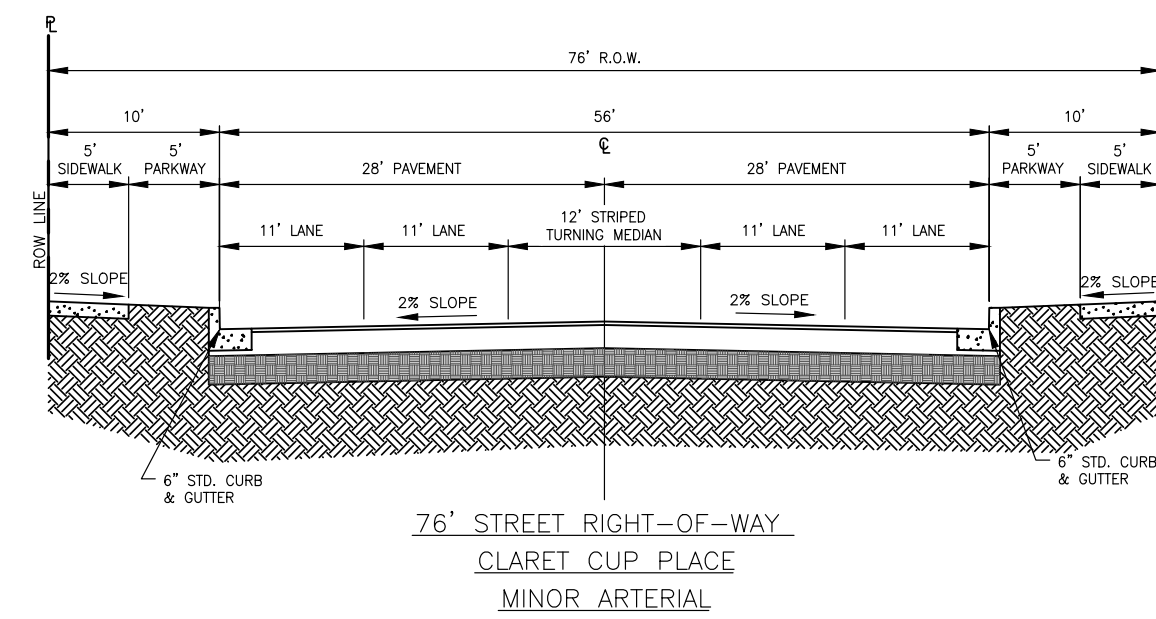
SURVEYOR



RANCHO DESIERTO BELLO UNIT EIGHTEEN

A PORTION OF LEIGH CLARK SURVEY No. 297,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 17.354 ACRES ±

METES & BOUNDS DESCRIPTION
COMMENCING, for reference, at an existing 2-inch iron pipe located at the common east corner of Section 43, Block 78, Township 3, Texas and Pacific Railroad Company Surveys and Leigh Clark Survey No. 297;
THENCE, South 70°06'13" West, a distance of 3048.29 feet to a point lying at the common southerly boundary corner of Rancho Desierto Bello Unit Fourteen and Rancho Desierto Bello Unit Sixteen, for a corner of this parcel and the POINT OF BEGINNING of this parcel description;
THENCE, South 00°00'00" East, departing said southerly boundary line, a distance of 881.52 feet to a point lying in the northerly boundary line of a parcel of land recorded in Document No. 20170017647, Official Records of El Paso County, Texas; for a corner of this parcel;
THENCE, South 89°59'37" West, with said northerly boundary line, a distance of 1152.77 feet to a point lying in the easterly boundary line of Rancho Desierto Bello Unit Seventeen, for a corner of this parcel;
THENCE, North 00°00'00" East, departing said northerly boundary line and with said easterly boundary line of Rancho Desierto Bello Unit Seventeen, a distance of 440.64 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" East, with said easterly boundary line a distance of 387.57 feet to a point, for a corner of this parcel;
THENCE, North 00°00'00" East, continuing with said easterly boundary line, a distance of 441.00 feet to a point lying in said southerly boundary line of Rancho Desierto Bello Unit Sixteen, for a corner of this parcel;
THENCE, North 90°00'00" East, with said southerly boundary line, a distance of 98.70 feet to a point, for a corner of this parcel;
THENCE, Southeasterly with the arc of a curve to the right, and continuing with said southerly boundary line, a distance of 31.42 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears South 45°00'00" East, a distance of 28.28 feet;
THENCE, North 90°00'00" East, continuing with said southerly boundary line, a distance of 52.00 feet to a point, for a corner of this parcel;
THENCE, Northeastly with the arc of a curve to the right, and continuing with said southerly boundary line, a distance of 31.42 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears North 45°00'00" East, a distance of 28.28 feet;
THENCE, North 90°00'00" East, continuing with said southerly boundary line, a distance of 374.50 feet to the POINT OF BEGINNING.
Said parcel contains 17.354 Acres (755,929 Square feet) more or less.



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C2	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C3	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C4	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C5	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C6	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C7	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C8	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C9	20.00'	31.41'	28.28'	S44°59'46"E	89°59'32"
C10	20.00'	31.42'	28.29'	N45°00'14"E	90°00'28"
C11	20.00'	31.41'	28.28'	S44°59'46"E	89°59'32"
C12	20.00'	31.42'	28.29'	N45°00'14"E	90°00'28"
C13	20.00'	31.41'	28.28'	S44°59'46"E	89°59'32"
C14	20.00'	31.42'	28.29'	N45°00'14"E	90°00'28"
C15	20.00'	31.41'	28.28'	S44°59'46"E	89°59'32"
C16	20.00'	31.42'	28.29'	N45°00'14"E	90°00'28"
C17	20.00'	31.41'	28.28'	S44°59'46"E	89°59'32"
C18	20.00'	31.42'	28.29'	S45°00'14"W	90°00'28"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N90°00'00"E	98.70'
L2	N90°00'00"E	52.00'
L3	N00°00'00"E	121.00'
L4	N90°00'00"E	144.70'
L5	N90°00'00"E	139.50'
L6	S89°59'32"E	146.00'
L7	N00°00'00"E	141.18'
L8	S89°59'32"E	139.50'

LOT AREA TABLE			
BLOCK & LOT #	SQ. FT.	ACRES	
Block 77, Lot 32	6,242	0.143	
Block 77, Lot 33	7,497	0.172	
Block 80, Lot 09	6,176	0.142	
Block 80, Lot 10	7,303	0.168	
Block 82, Lot 16	6,360	0.146	
Block 82, Lot 17	6,360	0.146	
Block 82, Lot 18	6,360	0.146	
Block 82, Lot 19	6,360	0.146	
Block 82, Lot 20	7,287	0.167	
Block 83, Lot 01	7,429	0.171	
Block 83, Lot 02	6,480	0.149	
Block 83, Lot 03	6,480	0.149	
Block 83, Lot 04	6,480	0.149	
Block 83, Lot 05	6,480	0.149	
Block 83, Lot 16	6,360	0.146	
Block 83, Lot 17	6,360	0.146	
Block 83, Lot 18	6,360	0.146	
Block 83, Lot 19	6,360	0.146	
Block 83, Lot 20	7,291	0.167	
Block 84, Lot 01	7,294	0.167	
Block 84, Lot 02	6,360	0.146	
Block 84, Lot 03	6,360	0.146	
Block 84, Lot 04	6,360	0.146	
Block 84, Lot 05	6,360	0.146	
Block 84, Lot 11	7,274	0.167	
Block 84, Lot 12	6,291	0.144	
Block 84, Lot 13	6,291	0.144	
Block 84, Lot 14	6,291	0.144	
Block 84, Lot 15	6,291	0.144	
Block 84, Lot 16	6,360	0.146	

LOT AREA TABLE			
BLOCK & LOT #	SQ. FT.	ACRES	
Block 84, Lot 17	6,360	0.146	
Block 84, Lot 18	6,360	0.146	
Block 84, Lot 19	6,360	0.146	
Block 84, Lot 20	7,296	0.167	
Block 85, Lot 01	6,991	0.160	
Block 85, Lot 02	6,095	0.140	
Block 85, Lot 03	6,095	0.140	
Block 85, Lot 04	6,095	0.140	
Block 85, Lot 05	6,095	0.140	
Block 85, Lot 06	6,095	0.140	
Block 85, Lot 07	6,095	0.140	
Block 85, Lot 08	6,095	0.140	
Block 85, Lot 09	6,095	0.140	
Block 85, Lot 10	7,044	0.162	
Block 85, Lot 11	6,982	0.160	
Block 85, Lot 12	6,042	0.139	
Block 85, Lot 13	6,042	0.139	
Block 85, Lot 14	6,042	0.139	
Block 85, Lot 15	6,042	0.139	
Block 85, Lot 16	6,042	0.139	
Block 85, Lot 17	6,042	0.139	
Block 85, Lot 18	6,042	0.139	
Block 85, Lot 19	6,042	0.139	
Block 85, Lot 20	6,931	0.159	
Block 86, Lot 01	6,903	0.158	
Block 86, Lot 02	6,016	0.138	
Block 86, Lot 03	6,016	0.138	
Block 86, Lot 04	6,016	0.138	
Block 86, Lot 05	6,016	0.138	
Block 86, Lot 06	6,016	0.138	

LOT AREA TABLE			
BLOCK & LOT #	SQ. FT.	ACRES	
Block 86, Lot 07	6,016	0.138	
Block 86, Lot 08	6,016	0.138	
Block 86, Lot 09	6,016	0.138	
Block 86, Lot 10	6,951	0.160	
Block 87, Lot 01	6,901	0.158	
Block 87, Lot 02	6,382	0.147	
Block 87, Lot 03	6,382	0.147	
Block 87, Lot 04	6,382	0.147	
Block 87, Lot 05	6,382	0.147	
Block 87, Lot 06	6,382	0.147	
Block 87, Lot 07	6,382	0.147	
Block 88, Lot 01	7,029	0.161	
Block 88, Lot 02	6,218	0.143	
Block 88, Lot 03	6,217	0.143	
Block 88, Lot 04	6,216	0.143	
Block 88, Lot 05	6,215	0.143	
Block 88, Lot 06	6,215	0.143	
Block 88, Lot 07	6,214	0.143	
Block 88, Lot 08	6,213	0.143	
Block 88, Lot 09	6,213	0.143	
Block 88, Lot 10	6,212	0.143	
Block 88, Lot 11	6,211	0.143	
Block 88, Lot 12	6,210	0.143	
Block 88, Lot 13	6,210	0.143	
Block 88, Lot 14	6,209	0.143	
Block 88, Lot 15	6,208	0.143	
Block 88, Lot 16	6,208	0.143	
Block 88, Lot 17	6,207	0.142	
Block 88, Lot 18	6,320	0.145	

PLAT NOTES AND RESTRICTIONS

- BEARINGS ARE BASED ON UNDERLYING DEEDS.
- = THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENTS LOCATIONS.
- ☐ = THIS SYMBOL REPRESENTS U.S. POSTAL SERVICE COLLECTION BOX UNITS. POSTAL SERVICE WITHIN THE SUBDIVISION WILL BE PROVIDED USING NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
- ACCORDING TO THE FEDERAL EMERGENCY MAPPING AGENCY, FLOOD INSURANCE RATE MAP, PANEL NO. 480212 0250B, DATED SEPTEMBER 4, 1991, THIS PROPERTY APPEARS TO LIE WITHIN ZONE "X" WHICH BY DEFINITIONS IS NOT A SPECIAL FLOOD HAZARD ZONE.
- ALL UTILITY EASEMENTS ARE 10 FEET WIDE UNLESS OTHERWISE SPECIFIED.
- SET 5/8" REBAR WITH CAP STAMPED "LAND-MARK TX 4869 NM11402" AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
- TAX CERTIFICATE(S) FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT NO. _____ INSTRUMENT NO. _____
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT NO. _____
- THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO RANCHO DESIERTO BELLO UNIT EIGHTEEN BY THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT IN ACCORDANCE WITH THEIR RULES AND REGULATIONS AND WITH SECTION 16.343 OF THE TEXAS WATER CODE. WATER AND SEWER SERVICES WILL BE EXTENDED TO THE SUBDIVISION FROM EXISTING FACILITIES AND WILL BE CONSTRUCTED TO SERVE THE SUBDIVISION WITHIN ONE YEAR OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
- ACCESS TO LOTS 9 AND 10, BLOCK 80, AND LOTS 1-7, BLOCK 87, ABUTTING CLARET CUP PLACE, SHALL BE FROM OTHER DEDICATED STREETS ONLY.

BENCHMARK

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

AREA TABLE		
DESCRIPTION	ACRES	SQ. FT.
RESIDENTIAL	13.060	568,907
RIGHT-OF-WAY	4.293	187,022
TOTAL	17.354	755,929

STREET TABLE			
	NORTH - SOUTH	EAST - WEST	LENGTH
MARAVILLAS STREET	440.63'	BANANA YUCCA AVENUE	565.20'
VINCA PLACE	299.49'	FAXON YUCCA AVENUE	1152.77'
BREZO STREET	720.53'		
DESERT PLANT PLACE	599.57'		

(SHEET 2 OF 2)

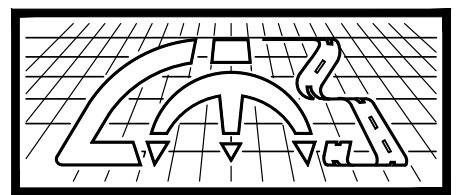
OWNER
VIVA LAND VENTURES, LP
11427 ROJAS DRIVE
EL PASO, TEXAS 79936
(915)859-8900
CONTACT: GREG DIDONNA

ENGINEER



110 Mesa Park Drive, Suite 200 El Paso, Texas 79912
Office: (915) 852-9003 Fax: (915) 629-8006

SURVEYOR



1420 Bessmer Drive, Suite 'A', El Paso, Texas 79935
(915) 598-1300
email: Larry@land-mark-survey.com

"Serving Texas, New Mexico and Arizona"

DATE OF PREPARATION: FEBRUARY 17, 2025
DATE OF LAST REVISION: MARCH 19, 2025



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: April 08, 2025

To: Honorable Mayor and Members of City Council

From: Art Rubio, Chief Planner

SUBJECT: **1st Reading of Ordinance No. _____**, an Ordinance vacating a portion of a 60'- foot Right-of-Way and 10' ft Utility Easements on a portion of Lots 1-10, Block 19 and Lots 1-11, Block 22, Horizon Country Club Estates Unit 3, Town of Horizon City, El Paso County, Texas; and Providing for Repealer and Severability Clauses.

On March 17, 2025, the Planning & Zoning Commission unanimously recommended approval of a portion of a 60'- foot Right-of-Way and 10' ft Utility Easements vacation.

The application meets all minimum requirements for a vacation of Right-Of-Way and Easements and staff recommends approval of the 60'- foot Right-of-Way and 10' ft Utility Easements

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF A 60'-FOOT PUBLIC RIGHT-OF-WAY AND ALL EASEMENTS LOCATED WITHIN LOTS 1-10, BLOCK 19 AND LOTS 1-11, BLOCK 22. HORIZON COUNTRY CLUB ESTATES UNIT 3, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS AND PROVIDING FOR REPEALER AND SEVERABILITY CLAUSES

WHEREAS, the property owner has requested vacation of a portion of a 60'-foot public right-of-way and all easements located within Lots 1-10, Block 19 and Lots 1-11, Block 22. Horizon Country Club Estates Unit 3, Town of Horizon City, El Paso County, Texas.

WHEREAS, after public hearing, the Town of Horizon City Planning and Zoning Commission has recommended that said portion Right-Of-Way and all easements within Lots 1-10, Block 19 And Lots 1-11, Block 22. Horizon Country Club Estates Unit 3, Town of Horizon City, El Paso County, Texas, should be vacated.

WHEREAS, the City Council finds that the vacation of said public Right-Of-Way and easements is in the public interest of the Town of Horizon City, El Paso County, Texas.

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

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

1. ENACTMENT OF PUBLIC UTILITY VACATION

A 60'-foot public right-of-way and all easements located within Lots 1-10, Block 19 and Lots 1-11, Block 22. Horizon Country Club Estates Unit 3, Town of Horizon City, El Paso County, Texas, further described by metes and bounds and survey map attached hereto as Exhibit "A" and incorporated by reference herein, is hereby vacated and the Mayor is hereby authorized to sign an instrument releasing all of the public utility's right, & interest and vacate a portion of Right-Of-Way.

2. FINDINGS OF FACT

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.

3. REPEALER

Right-Of-Way and Easement Vacation, Emigrant Rd, 202~~6~~⁴

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.

4. SEVERABILITY

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

5. EFFECTIVE DATE

This Ordinance shall be effective upon passage.

6. 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.

PASSED AND APPROVED this _____ day of _____, 2025, 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:

Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth, City Attorney

First Reading 04/08/2025
Second Reading 05/13/2025

Prepared for:
January 8, 2025
(Emigrant Road)

METES AND BOUNDS DESCRIPTION

Description of a 60 foot right of way of Emigrant Road out of Horizon Country Club Estates Unit Three as recorded in Volume 27, Page 20, Plat Records of El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

The **“TRUE POINT OF BEGINNING”** being a found 5/8” rebar with a cap marked Landmark TX. 5586 on the intersection of the westerly right of way line of Emigrant Road with the common line of Lots 10 and 11, Block 22, Horizon Country Club Estates Unit Two from which a found 5/8” rebar with a cap marked Landmark TX. 5586 on the intersection of the westerly right of way line of Emigrant Road with the common line of Lots 2 and 3, Block 22, Horizon Country Club Estates Unit Two bears South 33°04’20” East a distance of 325.00 feet;

Thence along the westerly right of way line of Emigrant Road, North 33°04’20” West a distance of 36.00 feet to a point of curve from which a found ½” rebar bears South 09°27’08” West a distance of 0.67 feet;

Thence, 31.42 feet along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 90°00’00” and a chord which bears North 78°04’20” West a distance of 28.28 feet to a set ½” rebar with cap marked TX 5152 on the southerly right of way line of Dilley Drive;

Thence along said right of way line, North 56°55’40” East a distance of 100.00 feet to a set ½” rebar with cap marked TX 5152;

Thence leaving said right of way line, 31.42 feet along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 90°00’00” and a chord which bears South 11°55’40” West a distance of 28.28 feet to a found ½” rebar with cap marked TX 5152 on the easterly right of way line of Emigrant Road;

Thence long said right of way line, South 33°04’20” East a distance of 432.00 feet to a point of curve from which a found ½” rebar with cap marked TX 6223 bears, South 79°44’10” East a distance of 0.24 feet and a 1/2” rebar bears South 18°37’30” East a distance of 0.43 feet;

Thence, 31.42 feet along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 90°00'00" and a chord which bears South 78°04'20" East a distance of 28.28 feet to a point on the southerly right of way line of Delake Drive from which a found ½" rebar with cap marked TX 6233 bears, South 70°39'36" West a distance of 0.31 feet;

Thence along the southerly right of way line of Delake Drive, South 56°55'40" West a distance of 100.00 feet to a point from which a found ½" rebar with cap marked TX 6233 bears, North 76°41'22" East a distance of 0.31 feet;

Thence, 31.42 feet along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 90°00'00" and a chord which bears North 11°55'40" East a distance of 28.28 feet to a point on the westerly right of way line of Emigrant Road from which a found ½" rebar with cap marked TX 6233 bears, North 70°53'38" East a distance of 0.31 feet;

Thence along said right of way line of Emigrant Road, North 33°04'20" West a distance of 396.00 feet to the **TRUE POINT OF BEGINNING** and containing 28,663 Square Feet or 0.6580 Acres of land more or less.

Note: A drawing of even date accompanies this description.



Ron R. Conde
R.P.L.S. No. 5152



CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

NOTES:

SCHEDULE B ITEMS LISTED BELOW PER FIRST AMERICAN TITLE GUARANTY COMPANY COMMITMENT FOR TITLE INSURANCE GF NO. 242187-COM WITH EFFECTIVE DATE OF NOVEMBER 21, 2024, ISSUED DECEMBER 4, 2024 AND GF FILE NO. 242188-COM, ISSUED NOVEMBER 21, 2024, ISSUED DECEMBER 4, 2024.

10a. MATTERS SET FORTH ON THE SUBDIVISION PLAT, INCLUDING BUT NOT LIMITED TO BUILDING SET BACK LINES, EASEMENTS FOR PUBLIC UTILITIES, AND EASEMENTS FOR BURIED SERVICE WIRES, CONDUITS, ETC., WITH THE RIGHT TO INGRESS AND EGRESS FOR SERVICE, SHOWN ON THE RECORDED PLAT OF SAID ADDITION IN VOLUME 27, PAGE 20, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS. SAID EASEMENTS BEING A 5 FEET IN WIDTH EASEMENT ALONG THE REAR PROPERTY LINE OF ALL LOTS; A 5 FEET UTILITY EASEMENT ALONG THE NORTHERLY PROPERTY LINE OF LOTS 1, 4, 7, AND 10; AND A 5 FEET UTILITY EASEMENT ALONG THE SOUTHERLY PROPERTY LINE OF LOTS 2, 5, 6, AND 9.

10f. THIS PROPERTY LIES WITHIN THE TAXING JURISDICTION AND AUTHORITY OF THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT F/K/A/ EL PASO COUNTY WATER AUTHORITY (M.U.D.) AS REFERRED TO UNDER CLERK'S FILE NO. 20090069802 AND CLERK'S FILE NO. 20120103988, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS.

10s. RESERVATION OF MINERAL INTEREST IS RESERVED AS A FREE ROYALTY TO THE STATE OF TEXAS IN PATENT RECORDED IN VOLUME 934, PAGE 284, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS. (Vol. 934, Pg 284 covers Lot 6, Block 2, Rosedale Farms Subdivision No. 3)

10t. RESERVATION OF ROYALTY WHICH MAY BE RESERVED IN ANY OIL, GAS AND MINERAL TO R.C. SPARKS, ETAL, OF RECORD IN VOLUME 1294, PAGE 441, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS; AND TRANSFERRED TO WILNA RUTH SPARKS, ETAL, IN VOLUME 325, PAGE 86, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS. (Not Applicable)

10u. TITLE TO ALL, OIL, GAS AND MINERALS OF EVERY KIND AND CHARACTER NOT PREVIOUSLY CONVEYED IN, ON AND UNDER THE INSURED PREMISES, TOGETHER WITH ALL RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, HERETOFORE RESERVED, OR CONVEYED BY PREDECESSORS IN TITLE TO HORIZON PROPERTIES CORPORATION, 1 VOLUME 1141, PAGE 1729, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS. (Not Applicable)

10v. TERMS, CONDITIONS, EASEMENTS, RESTRICTIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT DATED DECEMBER 16, 1961, BY AND BETWEEN HORIZON PROPERTIES CORPORATION AND SOUTHER GULF UTILITIES, INC., IN VOLUME 1687, PAGE 506, REAL PROPERTY RECORD, EL PASO COUNTY, TEXAS. (Affects Property)

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO 480212-250B and 237B, DATED SEPTEMBER 4, 1991 PROPERTY IS IN FLOOD HAZARD ZONE X.

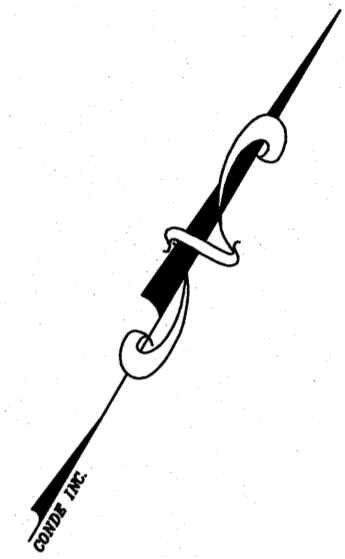
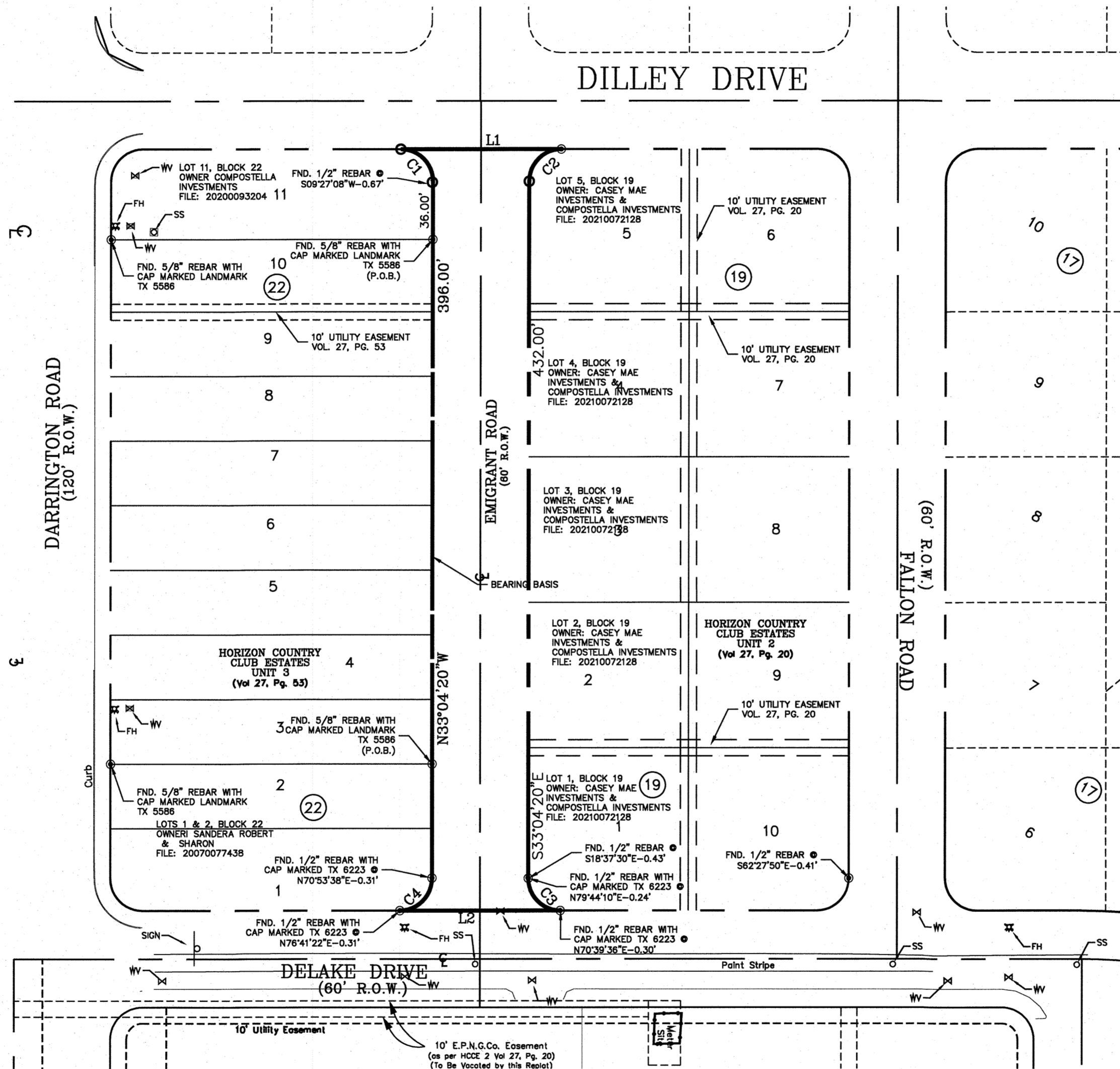
A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANY THIS DRAWING.

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	20.00'	31.42'	20.00'	28.28'	N78°04'20"W	90°00'00"
C2	20.00'	31.42'	20.00'	28.28'	S11°55'40"W	90°00'00"
C3	20.00'	31.42'	20.00'	28.28'	S78°04'20"E	90°00'00"
C4	20.00'	31.42'	20.00'	28.28'	N11°55'40"E	90°00'00"

LINE TABLE		
LINE	LENGTH	BEARING
L1	100.00	N66°55'40"E
L2	100.00	S66°55'40"W

PLAT OF SURVEY

A PORTION OF HORIZON COUNTRY CLUB ESTATES UNIT 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 27, PAGE 53, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS CONTAINING 28,663 SQUARE FEET OR 0.6580 ACRES



SCALE: 1" = 60'

SYMBOL LEGEND	
●	FOUND CONTROL POINT
⊕	FOUND CITY MONUMENT
○	SET 1/2" REBAR W/CAP 5152
⊗	FIRE HYDRANT
⊙	SANITARY SEWER
⊕	WATER VALVE
+	TRAFFIC SIGN



CERTIFICATION
 THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.
 RON R. CONDE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS LICENSE NO. 5152

CONDE INC.
 ENGINEERING / PLANNING / LAND SURVEYING / CADD
 6080 SURETY DRIVE-SUITE 100-EL PASO, TEXAS 79905
 PHONE (915) 592-0283, FAX (915) 592-0286, FIRM# 10078100

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

Case No.: SDV24-0003
Application Type: Right-of-Way Vacation
P&Z Hearing Date: February 17, 2025
Staff Contact: Art Rubio, Chief Planner
 915-852-1046 ext.407; arubio@horizoncity.org
Address/Location: Emigrant Rd., located East of Darrington Rd. and North of Horizon Blvd.
Property ID No.: N/A
Legal Description: A portion of Horizon Country Club Estates Unit 3, According to the Plat Thereof Recorded in Volume 27, Page 53, Real Property Records of El Paso County, Texas.
Existing Use: Vacant
Owner: Town of Horizon City
Applicant/Rep.: Town of Horizon City
Nearest Park: Corky Park
Nearest School: Horizon Middle School

SURROUNDING PROPERTIES:		
	Zoning	Land Use
N	R-4	Residential (Vacant)
E	R-4	Residential (Vacant)
S	C-1 (General Commercial)	Commercial
W	A-1	Vacant
LAND USE AND ZONING:		
	Existing	Proposed
Land Use	Unimproved Street	To Be Developed
Zoning	C-1	C-1

Application Description:

On the **Vacation** application request (**Case No. SDV24-0003**), to vacate a portion of a 60'-foot Right-of-Way and 10' ft Utility Easements on a portion of Lots 1-10, Block 19 and Lots 1-11, Block 22. Horizon Country Club Estates Unit 3, Town of Horizon City, El Paso County, Texas, to incorporate and make full use of the property. City initiated vacation.

Notice:

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

Staff Recommendation:

No objections.

HRMUD

No objections.

El Paso Electric

We have no comments for the vacation of ROW for Emigrant Rd.

Texas Gas Service

Texas Gas Service does not have any comments.

El Paso Natural Gas – Kinder Morgan

This project area is clear of El Paso Natural Gas a Company of Kinder Morgan's Pipelines and Facilities.

Spectrum

No objections.

AT&T

No objections.

Attachments:

Attachment 1 – Aerial Map

Attachment 2 – Zoning Map

Attachment 3 – Survey and M&B

Attachment 4 – Application

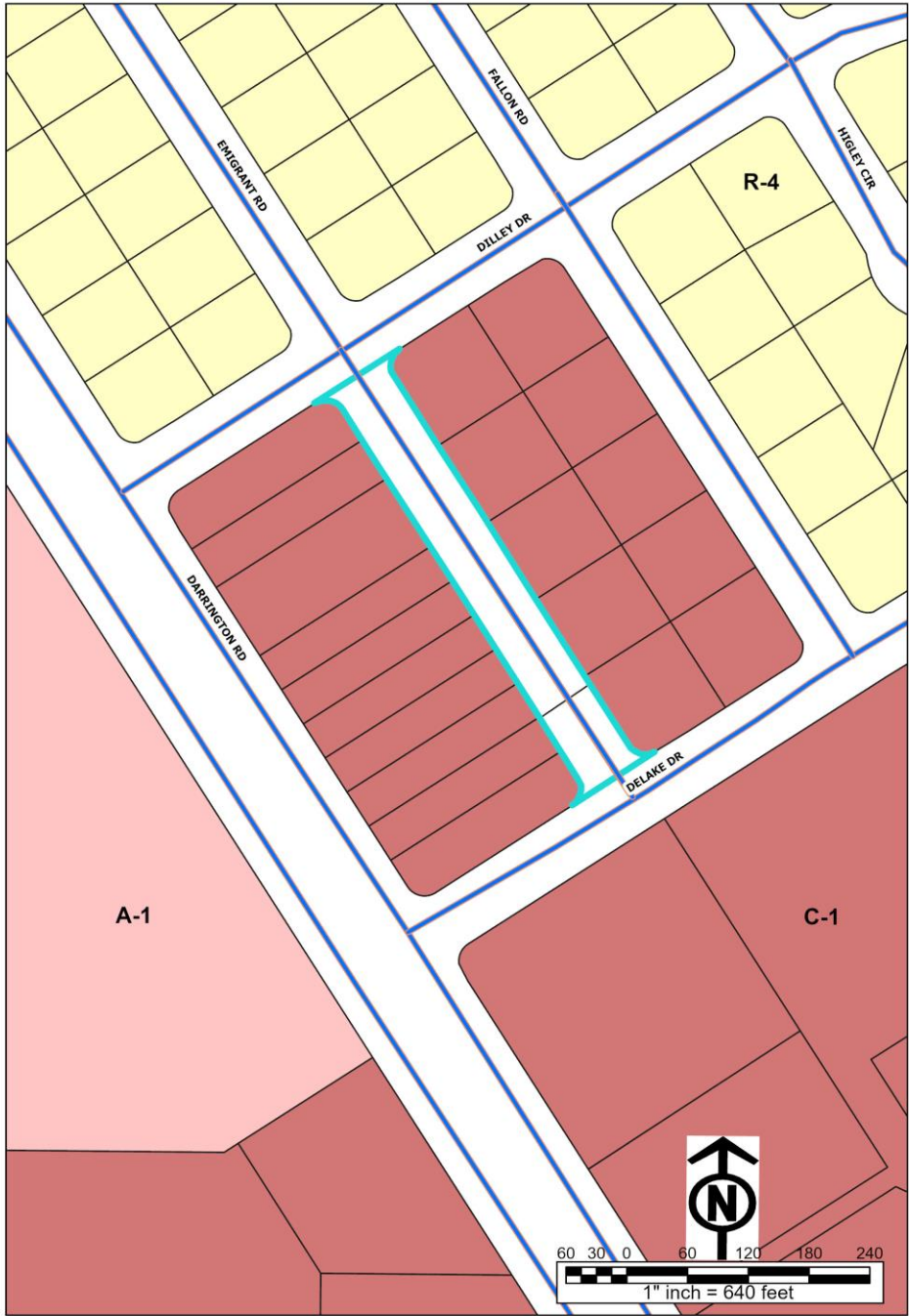
Attachment 1: Aerial Map

**Planning & Zoning Commission
Vacation of Right-of-Way
Case No. SDV24-0003**

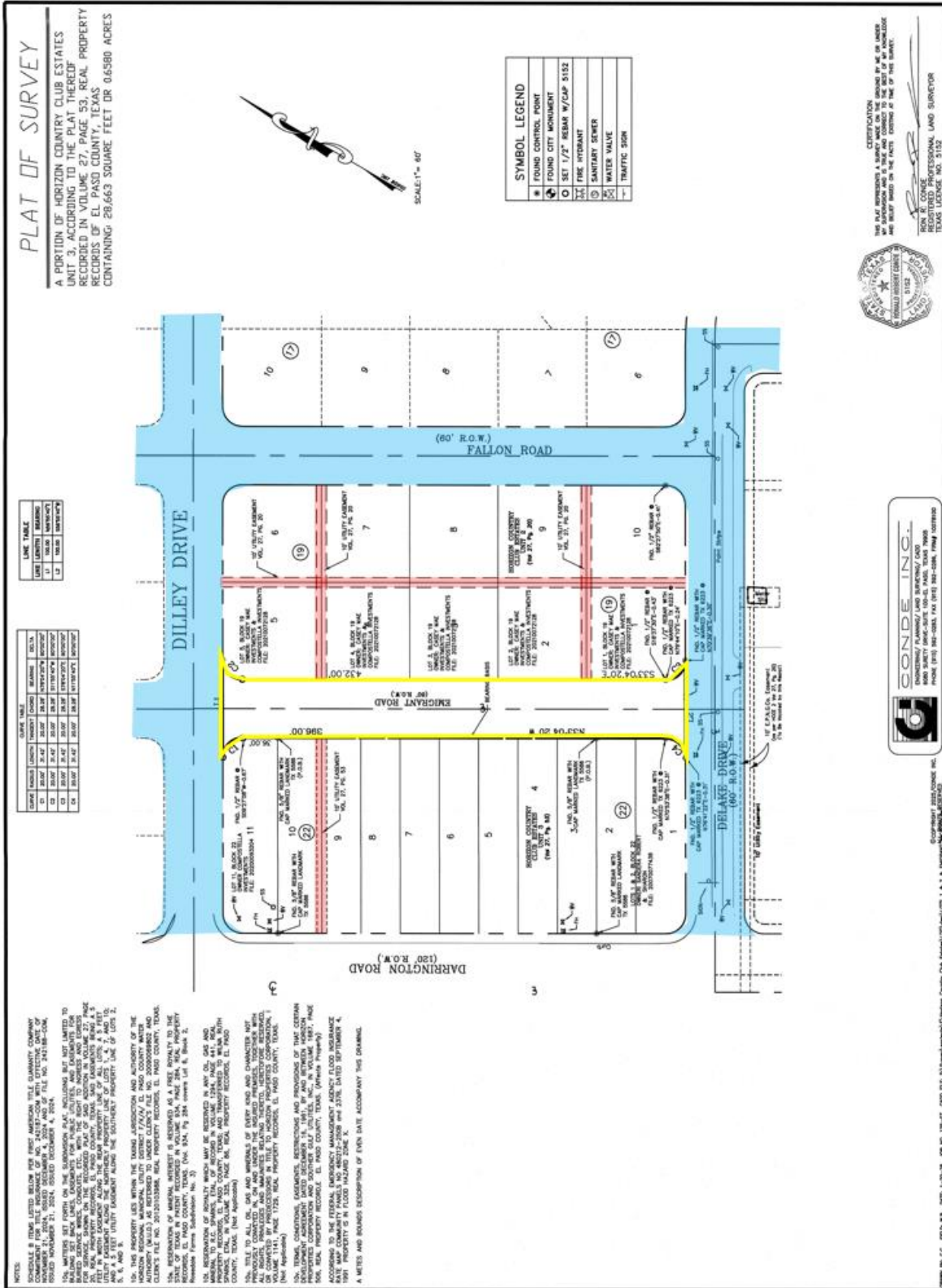


Attachment 2: Zoning Map

**Planning & Zoning Commission
Vacation of Right-of-Way
Case No. SDV24-0003**



Attachment 3: Survey & M&B



Attachment 3: Survey & M&B

Prepared for:
January 8, 2025
(Emigrant Road)

METES AND BOUNDS DESCRIPTION

Description of a 60 foot right of way of Emigrant Road out of Horizon Country Club Estates Unit Three as recorded in Volume 27, Page 20, Plat Records of El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

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Attachment 4: Application



Town of Horizon City, TX

Town of Horizon City Hall

14999 Darrington Road
Horizon City, TX 79928
915-852-1046
<https://www.horizoncity.org/>

PERMIT

SDV24-0003	VACATION (PLAT/ROW/EASEMENT)
SITE ADDRESS: 14999 DARRINGTON RD HORIZON CITY	ISSUED:
PRIMARY PARCEL: X32500000000675	EXPIRES:
PROJECT NAME: EMIGRANT RD. ROW VACATION	

APPLICANT: TOWN OF HORIZON CITY
14999 DARRINGTON RD
HORIZON CITY, TX 79928-7441

OWNER: TOWN OF HORIZON CITY
14999 DARRINGTON RD
HORIZON CITY, TX 79928-7441

Detail Name
RELATED APPLICATIONS WHICH ARE PENDING

Detail Value
N

RESOLUTION

RESOLUTION APPROVING THE TOWN OF HORIZON CITY INVESTMENT POLICY FOR FY 2025

WHEREAS, a Texas municipality may only invest its public funds if it complies with Chapter 2256 of the Texas Government Code, The Public Funds Investment Act (“PFIA”);

WHEREAS, the PFIA requires the city to adopt a written investment policy and that the governing body review, and approve the investment policy at least once a year; and

WHEREAS, the staff has prepared a policy in accordance with the PFIA and presented it to the Town of Horizon City Council for review and approval.

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

That the Town of Horizon City Investment Policy for 2025 attached to this Resolution is hereby approved, adopted and effective on the date indicated below.

Adopted the ___ day of _____, 2025 **by a vote of** ___ (ayes) ___ (nays) and ___ (abstentions).

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

APPROVED AS TO CONTENT:

By: _____
Elvia Schuller, City Clerk

By: _____
Lily Gaytan, Finance Director

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
City Attorney

**THE TOWN OF HORIZON CITY
INVESTMENT POLICY
2025**

1.0 POLICY STATEMENT:

The policy of the Town of Horizon City, Texas is to invest public funds in a manner which will provide the maximum security and meet the liquidity and daily cash flow demands of the City. All investments will be made in full compliance with the Texas Public Funds Investment Act and all applicable state and local statutes governing the investment of public funds.

2.0 SCOPE:

This investment policy applies to the financial assets of the Town of Horizon City. These funds are accounted in the Town of Horizon City's Comprehensive Annual Financial Report and include:

2.1 General Fund: Any new funds created by the City Council of the Town of Horizon City, as the governing body, which shall adopt a separate investment strategy for each fund or group of funds under its control in compliance with Section 2256 of Texas Government Code.

All the listed funds will be pooled for investment purposes. The strategy developed for this pooled fund group will address the varying needs, goals, and objectives of each fund.

The investment of bonds proceeds, or pledged revenues shall be permitted only in compliance with the Texas Public Funds Investment Act Chapter 2256 of the Texas Government Code, and in accordance with statutory provisions governing the debt issuance or the agreement, as applicable and the City's investment policy regarding debt issuance or the agreement, as applicable. "Pledged Revenue" shall have the meaning set forth in Government Code Section 2256.008.

3.0 STANDARD OF CARE:

Investments shall be made with judgement and care under prevailing circumstances that a person of prudence, discretion and intelligence would exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used in the investment function shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio. The Investment Officer and those with delegated investment authority under this policy, when acting in accordance with written procedures and this policy and exercising due diligence shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from expectations are reported in a timely fashion and that appropriate action is taken to control adverse developments.

4.0 OBJECTIVES:

It is the policy of the City that all management and investment of funds shall be governed by the following objectives, in order of priority.

4.1 Preservation and Safety of Principal: Safety of principal is the foremost objective of the investment program. Investments of the Town of Horizon City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in the portfolio's composition. The suitability of each investment decision will be based on these objectives. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

4.2 Liquidity: The Town of Horizon City's investment portfolio will remain sufficiently liquid to enable the Town of Horizon City to meet all reasonably expected operating requirements.

4.3 Yield/Return on Investment: The Town of Horizon City's investment portfolio shall be designated with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with the Town of Horizon City's investment risk constraints and the cash flow characteristics of the portfolio.

4.4 Investment Strategy: The strategy of the pool is to ensure cash flows are matched with adequate liquidity. This may be accomplished by purchasing quality, short-term securities in a laddered strategy utilizing an investment pool. The dollar weighted average maturity will be 180 days or less to accomplish the goal.

5.0 DELEGATION OF AUTHORITY:

The authority to manage the Town of Horizon City investment program is derived from the following:

- a. Public Funds Investment Act, Chapter 2256, Texas Government Code;
- b. Town of Horizon City Resolution # 43; and
- c. Town of Horizon City Investment Funds Policy Manual.

Management responsibility for the investment program is hereby delegated to the Town of Horizon City's Finance Director who shall serve as the Investment Officer and shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include reference to safekeeping, repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements, monitoring of the market price of investments and monitoring of rating changes in investments. Such procedures shall include explicit delegation of authority to the people responsible for all investments.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and staff. The Investment Officer, or the Mayor in the absence of the Investment Officer, may designate a person as a deputy in the event circumstances require timely action and the Investment Officer is not available.

The Investment Officer shall attend training sessions as required by the Public Funds Investment Act, Chapter 2256 of the Texas Government Code. The Town of Horizon City encourages its investment officer to obtain professional credentials.

6.0 ETHICS AND CONFLICTS OF INTEREST:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. The Investment Officer shall disclose to the City Council any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the Town of Horizon City, particularly with regard to the time of purchases and sales of investments.

The investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined under Chapter 573, of the Government Code to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship with the Texas Ethics Commission and the City Council. The Investment Officer has a personal business relationship with a business organization if:

- 1) the Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
- 2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or
- (3) the investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS:

7.1 List of Authorized Financial Institutions: The Town of Horizon City Town Clerk will maintain a list of financial institutions authorized to provide investment services that has been approved at least annually by the City Council. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include "primary" dealers or regional dealers qualified under Securities & Exchange Commission Rule I 15C3- I (uniform 1 net capital rule). No public deposit shall be made except in the qualified public depository as established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Town Clerk with the following:

- a. Audited financial statements.
- b. Proof of National Association of Security Dealers certification.
- c. Proof of state registration.
- d. Certification of having read Town of Horizon City' s Investment and depository policy
- e. A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the Town of Horizon City invests.

7.2 Signed Written Instrument: A written copy of this investment policy shall be presented to any business organization offering to engage in an investment transaction with the Town of Horizon City. The Investment Officer may not acquire or otherwise obtain any authorized investment from a business organization that has not delivered the written instrument described below.

The qualified representative of the business organization (as defined in Section 2256.005 of Texas Government Code) offering to engage in an investment transaction with the Town shall sign a statement in a form acceptable to the Town of Horizon City and business organization to the effect that the business organization has (1) received and reviewed the Investment Policy of the Town and (2) acknowledged that the business organization has implemented reasonable procedures and controls to preclude investment transactions conducted between the Town and the organization that are not authorized by the Investment Policy, except to the extent that the authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

7.3 Investment Pools: To be eligible to receive funds from and invest funds on behalf of the Town, an investment pool must furnish to the Investment Officer or other authorized Town representative an offering circular or other similar disclosure statement that contains at a minimum the information required by section 2256.016 of the Texas Government code and will obtain the approval of the Town council if the investment pool does not meet the requirements and ratios of the market value of the portfolio divided by the book value as set forth in such statute.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS:

The Town of Horizon City is authorized to invest in the following types of securities (subject to the requirements in the referenced sections of Texas Government Code Chapter 2256, Texas Public Funds Investment Act in compliance with the terms and conditions of each of the referenced authorizing statutes:

- a. Commercial paper (Section 2256.013)
- b. Bankers acceptances (Section 2256.012)
- c. Repurchase agreements (Section 2256.011)
- d. Certificates of deposit that are issued by a depository institution that has its main office or a branch in this state and meets the requirements of (Section 2256.010)
- e. Obligations of, or Guaranteed by the United States, the State of Texas or its respective agencies or instrumentalities, including the Federal Home Loan Banks, such as letters of credit or direct obligations (Section 2256.009)
- f. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; (Section 22.56.009)
- g. Money Market Mutual Funds (Section 2256.014)
- h. Investment Pools if the pool is approved by resolution of the Town Council (Section 2256.016)
- i. interest-bearing banking deposits that are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or its successor (Section 2256.009)

The City is expressly prohibited from investing in Collateralized Mortgage Obligations as set forth in Section 2256.009.

The maximum allowable stated maturity of any authorized investment type shall not exceed two years to maturity, except any specific investment type shall comply with any lower maximum maturity requirements in the authorizing statute.

9.0 COLLATERIZATION:

Collateralization will be required on two types of investments: Certificates of deposit and repurchase (and reverse) agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 100 % of the market value of principal and accrued interest. Collateral will always be held by an independent third party with whom the entity has a current custodial agreement. Clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained.

The right of collateral substitution is granted.

10.0 SAFEKEEPING AND CUSTODY:

All security transactions, including collateral for repurchase agreements entered into by the Town of Horizon City shall be conducted on a delivery-versus payment basis. Securities will be held by a third-party custodian designated by the Investment Officer and evidenced by safekeeping receipts.

11.0 DIVERSIFICATION:

The Town of Horizon City will diversify its Investments by security type and institution. With the exception of US Treasury securities and authorized pools, no more than 50% of the Town of Horizon City's total investment portfolio will be invested in a single security type or with a single financial institution. The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification.

12.0 MAXIMUM MATURITIES:

To the extent possible, the Town of Horizon City will attempt to match its investments with the anticipated cash flow requirements. Unless matched to a specific cash flow, the Town of Horizon City will not directly invest in securities maturing more than two years from the date purchase, except any specific investment type shall comply with any lower maximum maturity requirements in the authorizing statute. However, the Town of Horizon City may collateralize its repurchase agreements using longer-dated investments not to exceed two years to maturity.

13.0 INTERNAL CONTROL:

The Investment Officer shall establish a system of written internal controls which will be reviewed annually. The controls shall be designed to prevent loss of public funds due to fraud, employee error, misrepresentation by third parties, unanticipated market changes, or imprudent actions by City employees.

The Investment Officer and Town Clerk shall establish an annual process of independent review by an external auditor. The review will include a compliance audit of management controls on investments and adherence with the established investment process, policies, and procedures.

14.0 PERFORMANCE STANDARDS:

The investment portfolio shall be designed with the objective of obtaining a rate of return through budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

14.1 Market Yield (Benchmark): The Town of Horizon City's investment strategy is active. Given this strategy, the basis used by the Investment Officer to determine whether market yields are being achieved shall be the corresponding US Treasury Bill rate and the average Fed Funds rates.

15.0 REPORTING:

The Investment Officer is charged with the responsibility of including a market report to the City Council on investment activity and returns and will include the performance of the Town of Horizon City's financial report. Reports will include performance, market sector breakdown, number of trades, and interest earnings.

Detail and summary reports will be prepared by the Investment Officer and presented to the Town of Horizon City Council no less than quarterly. Reports will comply with Section 2256.023 of the Public Funds Investment Act and GASB 31 at a minimum.

16.0 LOSS OF REQUIRED RATING:

This Investment Policy requires certain minimum ratings of certain investments. At least monthly, the Investment Officer will review the ratings of each of the investments in the City's portfolio. In the event an investment does not meet that minimum rating during the period that the investment is being held by the City, that investment does not qualify as an authorized investment. The City shall take all prudent measures that are consistent with this Investment Policy to liquidate an investment that does not have the minimum rating.

17.0 INVESTMENT POLICY ADOPTION:

This Investment Policy, which includes strategies for each fund, shall be adopted by resolution by the City Council of the Town of Horizon City and shall be reviewed annually by the City Council. The Town of Horizon City Council must approve any modifications.