



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, May 13, 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, May 13, 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. Discussion and Action:

Mayor/Chief Planner

On the appointment of Rafael Padilla by City Council Member Guillermo Ortega (Place 1) to the Planning and Zoning Commission.

4. Discussion and Action:

Mayor/Chief Planner

On the appointment of Alex Barrios by City Council Member Roberto Avila (Place 6) to the Planning and Zoning Commission.

5. Discussion and Action:

5

Mayor/Chief Vargas

That the Chief of Police be authorized to sign a Memorandum of Understanding between the Town of Horizon City Police Department and Public Safety Cadets (PSC) a Virginia nonprofit organization created to mentor young adults in order to help them become contributing members of the community by providing knowledge, skills and practical experiences through education and training delivered in the workplace by public safety professionals that build character, physical fitness, and respect for the rule of law and human and civil rights.

6. Discussion and Action:

12

Mayor/Chief Vargas

That the Chief of Police be authorized to sign a Memorandum of Understanding between the Town of Horizon City Police Department and the U.S. Immigration and Customs Enforcement Homeland Security Investigations to authorize effective enforcement of the laws relating to HSI jurisdiction. Creates for the close cooperation and coordination between the two Parties. This MOU is to govern the use of HSI designations by certain employees as Task Force Officers from the Horizon City Police Department.

7. Request to Excuse Absent Council Members:

8. Approval of Consent Agenda Items:

REGULAR AGENDA

9. Discussion and Action:

15

Mayor/Finance Director

On the acceptance of findings of the Town of Horizon City audit prepared by SBNG, PC for FY2024.	
10. Discussion:	119
Mayor/Finance Director	
1st Reading of Ordinance No. 0313 Amendment No. 02 , 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 Planning Department Budget; and providing for repealer and severability clauses.	
11. Presentation:	
Mayor/Chief Vargas	
On a Proclamation declaring May 11 - May 17, 2025 as Police Week.	
12. Discussion and Action:	122
Mayor/CIP Manager	
On an update on the Capital Improvement Program.	
13. Discussion and Action:	133
Mayor/CIP Manager	
On a Resolution appointing Andres Rentertia as the Town of Horizon City's designated representative on the Transportation Policy Board for the Metropolitan Planning Organization for the El Paso Urban Transportation Study Area.	
14. Discussion and Action:	135
Mayor/CIP Manager	
On a revised 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.	
15. Discussion and Action:	156
Mayor/CIP Manager	
On change order no. 5 to Dantex General Contractors for \$34,343.34 for the Municipal Facilities Phase 1 project (Solicitation 23-101).	
16. Discussion and Action:	173
Mayor/CIP Manager	
On change order no. 6 to Dantex General Contractors for \$44,818.03 for the Municipal Facilities Phase 1 project (Solicitation 23-101).	
17. Discussion and Action:	186
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 11-D Marketing, LLC for the term of one year, commencing on the effective date of the Agreement.	
18. Discussion and Action:	187
Mayor/EDC Executive Director	
On a Resolution authorizing the Mayor to sign an Interlocal Agreement between the Town of Horizon City, Texas and the Town of Clint, Texas for the Town of Horizon City, Texas to provide vector control services to the Town of Clint, Texas during the 2025 calendar year.	
19. Discussion and Action:	195
Mayor/Chief Planner	
<i>This item was postponed at the 4/8/25 Regular City Council Meeting.</i>	
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.	
20. PUBLIC HEARING:	
Mayor/Chief Planner	

- 2nd 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.
- 21. Discussion and Action:** **208**
 Mayor/Chief Planner
- 2nd 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.
- 22. Discussion:** **226**
 Mayor/Chief Planner
- 1st Reading of Ordinance _____**, an Ordinance amending the Municipal Code of Ordinances of the Town of Horizon City, Texas, Chapter 14 (Zoning), establishing Chapter 14B -Transit Oriented Development ("TOD") District Zoning Regulations; providing for Special Zoning District Regulations; providing for a mix of land uses within the TOD Districts; providing for the standards and requirements and regulating the erection, construction, reconstruction, alteration, repair or use of buildings, structures or land within the designated TOD Districts; providing for findings of fact; repealer; severability; proper notice And hearing; establishing a penalty of a fine not to exceed \$2,000.00 for violations of the established regulations and providing for an effective date.
- 23. Discussion and Action:**
 Mayor/Chief Planner
 On the award of solicitation 2025-102RFP for the HUD Community Project Funding Grant Management and Administration to GilFlo Consulting Services for \$69,825 for the first year and a one-year extension for \$72,618.
- 24. Discussion and Action:** **309**
 Mayor/Chief Planner
 On a resolution authorizing the Mayor to sign a Grant Management and Administration Agreement with the GilFlo Consulting Services for the Community Project Funding Grant/Congressionally Directed Spending award administered by the Department of Housing and Urban Development, described in said Agreement.
- 25. Discussion and Action:** **334**
 Mayor/Chief Planner
 On the final plat application for Weaver & Kenazo Subdivision (SUC23-0001), to reaffirm City Council's approval of the final plat and authorize the Mayor to sign the recording plat, legally described as being Tract 1-J-1, Section 43, Block 78, Township 3 T.&P. Railway Co. Surveys, Town of Horizon City, El Paso County, Texas. Containing 9.984 +/- acres. Application submitted by Applicant/Representative CIRE 3.
- 26. Discussion and Action:** **335**
 Mayor/Chief Planner
 On a Resolution authorizing the Mayor to sign a Developer Participation Agreement between the Town of Horizon City and SCB Holdings LTD for the over width paving on the extension of Kenazo Ave. adjacent to the Weaver & Kenazo Subdivision for a total cost to the City in the amount of \$151,789.20.
- 27. Discussion and Action:** **344**
 Mayor/Chief Planner
 On the submitted Replat application for Horizon City Unit Forty Seven Replat A (Case No. SUC25-0003), and authorize the Mayor to sign the recording plat. Legally described as a portion of Lot 8, Block 353, Horizon City Unit Forty-Seven, El Paso County, Texas. Containing 1.5071 acres ±. Application submitted by Sitework Engineering.
- 28. Discussion and Action:** **364**
 Mayor/Chief Planner
 On the submitted Final Subdivision Plat application for Verdancia Unit 1 (Case No. SDF25-0001), allow recording of the final plat prior to the completion of all required improvements secured by sufficient bond and to authorize the Mayor to sign the recording plat. Legally described as Being All of Tract 1, 2F, 3D, and 3H, and a Portion of Tract 2, 3 and 3B, Section 30, Block 78, Township 3, Texas and Pacific Railway Company Survey and Vacating Portions of Town of Horizon City Right-Of-Way, El Paso County, Texas. Containing 103.068 acres ±. Application submitted by Applicant/Representative: CEA Group.

29. Discussion and Action: **387**
Mayor/Chief Planner

On the Preliminary Subdivision Plat application for Verdancia Unit 2 (Case No. SDP25-0002), legally described as Being A Portion Of Section 32, Block 78, Township 3, Texas And Pacific Railway Company Surveys, El Paso County, Texas. Containing 69.31 acres ±. Application submitted by Applicant/Representative: CEA Group.

30. Discussion and Action: **405**
Mayor/Chief Planner

On a Resolution authorizing the Town of Horizon City to sponsor SK84KIDS on their Skateboard Competition for kids by reducing the Special Event Permit application fee to \$100.00.

31. Discussion and Action: **407**
Mayor/Asst. City Atty

On a Resolution and Order denying El Paso Electric Company's application to change rates filed with the Town of Horizon City on January 27, 2025.

32. 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).

A. Discussion:

On economic development incentives for Project Fleet located within the municipal boundaries of the Town of Horizon City. (551.071, 551.072 and 551.087)

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 5/9/25

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, 5/9/25 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.

TOWN OF HORIZON CITY
RESOLUTION

That the Chief of Police be authorized to sign a Memorandum of Understanding between the Town of Horizon City Police Department and Public Safety Cadets (PSC) a Virginia nonprofit organization created to mentor young adults in order to help them become contributing members of the community by providing knowledge, skills and practical experiences through education and training delivered in the workplace by public safety professionals that build character, physical fitness, and respect for the rule of law and human and civil rights.

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PUBLIC SAFETY CADETS
AND THE
TOWN OF HORIZON CITY POLICE DEPARTMENT
REGARDING
A PROGRAM TO EDUCATE AND MENTOR YOUTH**

1. **PARTIES.** The following Parties hereby enter into this Memorandum of Understanding (MOU): Public Safety Cadets (PSC), a Commonwealth of Virginia Nonstock, Nonprofit, Corporation and the following named agency/organization:

TOWN OF HORIZON CITY TEXAS POLICE DEPARTMENT

2. **BACKGROUND.** PSC was established as a nonprofit corporation on September 11, 2018 to mentor young adults in order to help them become contributing members of the community by providing knowledge, skills and practical experiences through education and training delivered in the workplace by public safety professionals that build character, physical fitness, and respect for the rule of law and human and civil rights.

3. **PURPOSE.** The purpose of this MOU is to document the conditions for participating in the program and events operated and maintained by Public Safety Cadets in order to establish a mutually beneficial relationship by the Parties to foster a greater understanding between youth and the public safety organizations within their community through the use of PSC programs and resources.

4. **RESPONSIBILITIES.**

A. **Public Safety Cadets:** Is responsible for:

1. Providing outreach, support, service, structure, governance, guidance and standard operating procedures to assist the participating agency/organization succeed in their use of the PSC program.
2. Obtaining general liability and supplemental accident medical insurance to cover all registered participants in their official and individual capacities against personal liability judgements arising from official Public Safety Cadet activities. Coverage details are available on the PSC website or by request.
3. Providing education and training to adult Mentors and volunteers to include Public Safety Cadets Youth Safety and Abuse Prevention Training.

4. Organizing national and regional PSC events, to include conferences, competitions, leadership academies, career fairs and instructional seminars.
5. Providing a library of resources to help implement, manage and grow a PSC unit successfully.
6. Seeking and promoting scholarship opportunities for PSC youth participants.
7. Establishing proficiency and special awards for recognition of achievement.
8. Seeking academic credits for community service by PSC participants.
9. Promoting the establishment of a recruiting pipeline and pathways for employment with public safety organizations.
10. Promoting the PSC organization and its goals nationally.

B. Participating Agency/Organization: Is responsible for:

1. Designating an adult member of the agency/organization to act as the lead Mentor who will work directly with a registered unit. Each unit will be led by a designated adult Mentor. Other adult mentors may be designated or participate as volunteers with registered units as determined by the participating agency/organization.
2. Conducting screening to assure that only adults found suitable for mentoring young adults are allowed to participate in the PSC program. Screening will include criminal history; motor vehicle operation certification and credit worthiness as may be applicable to the position within the PSC unit.
3. Assuring that each adult and youth participant is properly registered with the PSC organization.
4. Ensuring that a minimum of two adult Mentors are present during all meetings, training sessions, events and activities with Cadets to provide a "Two-Deep" supervisory environment at all times.
5. Assuring all adults participating in the PSC program complete the required Public Safety Cadets Youth Safety and Abuse Prevention Training within the specified time period.
6. Providing facilities adequate for program participants to assemble, hold meetings and associated training on a regular basis with time and place reserved.
7. Abiding by the PSC Standard Operating Procedures (SOP) as posted on the PSC website. The SOP may be updated from time to time, with notice to Participating Agency/Organization at the Point of Contact identified in Addendum A hereto, to provide timely and pertinent program guidance. The participating agency/organization may add more stringent requirements to unit SOPs, but may not dilute them as to impair the intent therein.
8. Participating in periodic self-assessments and program reviews with Public Safety Cadets to assure that mutual goals and expectations are being met.
9. Sharing, as practicable, information, metrics and associated data on PSC program participants that achieve employment in public safety professions.

5. **POINTS OF CONTACT.** All Parties will designate a Point of Contact (POC) who will be familiar with the provisions of this MOU and will be available during customary business hours or as practicable. The head of the agency/organization, or their authorized designee, will designate a Lead Mentor for each registered unit. The POC may also be the same as the Lead Mentor. Contact information for the POC and designated Lead Mentor and any additional designated Mentors are set forth in Addendum A.

6. **LIMITATIONS OF LIABILITY.** PSC shall not be liable for participating agency/organization's acts or omissions, including participating agency/organization's failure to abide by the responsibilities in this MOU. The Participating Agency/Organization shall not be liable for PSC's acts or omissions, including PSC's failure to abide by the responsibilities in this MOU. Except as otherwise provided herein, if both PSC and the Participating Agency/Organization are liable for any claims, damages or attorney fees arising from any negligent or illegal acts or omissions taken in connection to this MOU, then PSC and Participating Agency/Organization shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement. Nothing in this MOU waives or alters the Participating Agency/Organization's entitlement to governmental immunity pursuant to applicable law.

7. **INTELLECTUAL PROPERTY.** Either Party may use the other Party's name, logo, materials, and other data or materials as may be provided in connection with this MOU, pursuant to PSC's Standard Operating Procedures and/or other direction given by the disclosing Party.

8. **NO OBLIGATION OF FUNDS.** This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to budgetary processes and availability of funds and resources pursuant to applicable laws, regulations, and policies. Unit and Individual Registration Fees will be established and communicated by PSC in the year preceding collection.

9. **EQUIPMENT.** The Parties will use their own equipment and personnel to complete their portion of this MOU.

10. **REPORTING REQUIREMENTS.** The Parties agree to cooperate in meeting any reporting requirements and will coordinate with each other before responding to any such requirements.

11. **SETTLEMENT OF DISPUTES.** Disagreements between or among the Parties arising under or related to this MOU will be resolved only by consultation between or among the Parties.

12. **OTHER PROVISIONS.** This MOU is not intended to conflict with current laws or regulations applicable to the Parties. If any term of this MOU is inconsistent with such authority, then the term shall be invalid, but the remaining terms and conditions of this

MOU shall remain in full force and effect.

13. **CHANGE IN MANAGEMENT.** Should the head of agency/organization change, this MOU may be terminated early, or reissued bearing the name and signature of the new agency/organization head, or their authorized designee, as soon as practicable. The terms of this MOU will remain in effect until the reissued MOU is completed and the participating agency/organization remains registered in good standing.

14. **EFFECTIVE DATE.** The terms of this MOU will become effective on the date on which it is signed by all Parties. The MOU may be signed in counterparts.

15. **PERIODIC REVIEW.** The POCs designated by the Parties pursuant to this MOU may meet periodically or at the request of any Party to discuss and review the implementation of this MOU. Failure of the Parties to conduct periodic reviews will not result in the termination of activities provided for under this MOU.

16. **AMENDMENT.** This MOU may be amended at any time by the mutual written consent of the Parties. Modification within the scope of this MOU shall be made by the issuance of a fully executed addendum prior to any changes in responsibilities being performed. Addendum A may be modified by the written consent of the Parties.

17. **TERMINATION.** The terms of this MOU, as it may be amended, will remain in effect while the participating agency/organization remains registered annually in good standing with Public Safety Cadets. Either Party may terminate this MOU immediately upon written notice for a breach by the other Party that remains uncured after reasonable notice. Either organization may terminate its participation in this MOU upon at least 30 days prior written notice. In the event of termination, each Party will continue with full participation up to the effective date of termination.

18. **NO PRIVATE RIGHTS.** This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their parent or component agencies, or the officers, employees, agents or other associated personnel thereof.

The foregoing represents the understanding reached by the Parties.

[Signature Page To Follow]

APPROVED BY:

Signature of agency/organization head or designee

Date

Fill in Name / **Chief of Police or Sheriff**

Printed Name/Title of agency/organization head or designee
Public Safety Cadets by:

in his capacity as Director
of Public Safety Cadets

Signature on behalf of Public Safety Cadets

Date

- Director

Printed Name/Title of Public Safety Cadets Representative

ADDENDUM A

POINTS OF CONTACT

A. David Constantineau will serve as the primary POC for Public Safety Cadets. He may be contacted at: info@PublicSafetyCadets.org or by calling the national office at: 703-717-8168.

B. _____ has been designated as the primary POC for the above-named agency/organization and may be contacted at: (please provide Title, Email, and telephone contact information here)

_____.

C. _____ has been designated as a Lead Mentor of a registered unit for the above-named agency/organization and may be contacted at: (please provide Title, Email and telephone contact information here)

_____.

D. Additional designated agency/organization Mentors (if any) are identified below:

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

Name, Title, Email and telephone contact

(Add additional pages as necessary)

MEMORANDUM OF UNDERSTANDING

between

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
HOMELAND SECURITY INVESTIGATIONS**

and

regarding

THE DESIGNATION OF

EMPLOYEES

AS CUSTOMS OFFICERS (EXCEPTED)

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) and _____.
2. **AUTHORITY.** Title 19, United States Code (U.S.C.), Section 1401(i); 19 U.S.C. § 1589a. This MOU is also authorized under the provisions of _____.
3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to HSI jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of HSI designations by certain employees of _____.

Pursuant to section 401(i), Tariff Act of 1930, as amended (19 U.S.C. § 1401(i)), the Secretary of Homeland Security is authorized to designate persons as Customs Officers (Excepted) to perform the duties of a Customs Officer. Within ICE, this authority has been delegated to the HSI Special Agents in Charge. Pursuant to 19 U.S.C. § 1589a, customs officers are authorized to enforce the full range of federal offenses. However, in designating Customs Officers (Excepted), *HSI is not conveying the authority to enforce administrative violations of immigration law.*

There may be instances when HSI determines that it is desirable for certain sworn law enforcement employees of _____ to perform certain HSI duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

4. RESPONSIBILITIES.

The Parties agree as follows:

HSI agrees to:

- a. Designate certain employees of _____ as Customs Officers (Excepted), without additional compensation, to perform the duties as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). This form is attached and is hereby made part of this MOU;
- b. Issue a "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) to each qualified and designated employee;
- c. Provide appropriate training in laws, policies, and procedures to each designated employee;

- d. Advise the designated Customs Officers (Excepted) about court proceedings concerning seizures or arrests made by them in accordance with the authorities granted by HSI contemplated under this MOU; and
- e. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the designated Customs Officers (Excepted) while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, *et seq.*).

_____ agrees:

- a. That only sworn law enforcement officers of _____ who successfully complete the appropriate HSI Task Force Officer cross-designation Training Course and receive an approved "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) will be designated as Customs Officers (Excepted);
- b. That each law enforcement officer will be bound by the Authorities Granted and the Endorsements and Restrictions as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001);
- c. To advise HSI of each court proceeding in which the validity of a Customs Officer (Excepted)'s enforcement authority becomes an issue, and allow HSI to provide legal memoranda or other assistance as deemed necessary by HSI;
- d. That agency employees designated as Customs Officers (Excepted) will follow HSI directives and instructions when utilizing enforcement authority conveyed by HSI;
- e. To provide to HSI, before designation of each officer and on an ongoing basis, any derogatory information, or information that may call into question the officer's truthfulness or ability to testify in court; and
- f. To return all HSI-issued equipment and identification when a cross-designated officer terminates employment or when his or her cross-designation expires.

Both Parties agree:

- a. That any abuse of HSI cross-designation authority may lead to the revocation of such cross-designations by HSI; and
- b. To schedule periodic meetings to review this MOU, as required.

5. REPORTING AND DOCUMENTATION. HSI SAC offices will maintain the original signed "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). Copies of this form will be held by the Contraband Smuggling Unit at HSI Headquarters, the designated Customs Officer (Excepted), and

_____ .
If applicable, the HSI office will maintain documentation of designated Customs Officers (Excepted) approved to use HSI vehicles and certification that the designated Customs Officers (Excepted) have completed the ICE Fleet Card Training in Virtual University and any other fleet related training.

6. POINTS OF CONTACT.

HSI Office: _____ :

Name: _____ Name: _____

Title: _____ Title: _____

Address: _____ Address: _____

Telephone Number: _____ Telephone Number: _____

Fax Number: _____ Fax Number: _____

E-mail Address: _____ E-mail Address: _____

7. OTHER PROVISIONS. This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this MOU shall remain in full force and effect.

Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1519.

The forms and authorities referenced herein may be renamed or replaced by HSI without prejudice to this MOU.

8. EFFECTIVE DATE. The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each Customs Officer (Excepted) is effective per the date on that document.

9. MODIFICATION. This MOU may be amended by the written concurrence of both Parties.

10. TERMINATION. This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:

Name of HSI Official

Name of _____'s Official

Title of HSI Official
Homeland Security Investigations
U.S. Immigration and Customs Enforcement

Title of _____'s Official
Name of _____'s Agency

Date: _____

Date: _____

TOWN OF HORIZON CITY, TEXAS
BASIC FINANCIAL STATEMENTS AND
REQUIRED SUPPLEMENTARY INFORMATION
YEAR ENDED SEPTEMBER 30, 2024

TOWN OF HORIZON CITY, TEXAS
BASIC FINANCIAL STATEMENTS AND
REQUIRED SUPPLEMENTARY INFORMATION
YEAR ENDED SEPTEMBER 30, 2024

<u>TABLE OF CONTENTS</u>	<u>Page(s)</u>
Management’s Discussion and Analysis	1-15
Independent Auditors’ Report	16-19
Financial Statements:	
Statement of Net Position	20-21
Statement of Activities	22
Balance Sheet – Governmental Funds	23
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position	24
Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds	25-27
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities	28
Notes to Financial Statements	29-74
Required Supplementary Information:	
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund	75-76
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – Special Revenue Fund – Federal Grants Fund	77
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – Special Revenue Fund – Street Maintenance Fund	78
Notes to Required Supplementary Information	79-80
Schedule of Changes in Net Pension Liability and Related Ratios	81
Schedule of Pension Contributions	82

TOWN OF HORIZON CITY, TEXAS
BASIC FINANCIAL STATEMENTS AND
REQUIRED SUPPLEMENTARY INFORMATION
YEAR ENDED SEPTEMBER 30, 2024

<u>TABLE OF CONTENTS (CONTINUED)</u>	<u>Page(s)</u>
Notes to Schedule of Pension Contributions	83
Schedule of Changes in Total Other Post-Employment Benefit Liability and Related Ratios	84
Schedule of Other Post-Employment Benefit Contributions	85
Notes to Schedule of Changes in Total Other Post-Employment Benefit Liability and Related Ratios and Other Post-Employment Benefit Contributions	86
Supplementary Information:	
Combining Schedule of Assets, Liabilities and Fund Balances – Aggregate Non-Major Funds	87
Combining Schedule of Revenues, Expenditures, and Changes in Fund Balance – Aggregate Non-Major Funds	88
Auditors’ Section:	
Independent Auditors’ Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	89-90
Independent Auditors’ Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the <i>Uniform Guidance</i>	91-93
Schedule of Expenditures of Federal and State Awards	94-95
Notes to the Schedule of Expenditures of Federal and State Awards	96
Schedule of Findings and Questioned Costs	97-98

TOWN OF HORIZON CITY, TEXAS

MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED SEPTEMBER 30, 2024

As management of Town of Horizon City, Texas, we offer readers this narrative overview and analysis of the financial activities of the Town for the fiscal year ended September 30, 2024. We encourage readers to consider this information in conjunction with the basic financial statements.

Fund-based financial reporting and government-wide reporting are not viewed as being in conflict; however, they are not comparable. A significant portion of this analysis focuses on the changes in the government-wide statements, while still providing information on the Town's fund-based comparative changes.

FINANCIAL HIGHLIGHTS FOR FISCAL YEAR ENDED SEPTEMBER 30, 2024

- The Town's total assets amounted to \$101,568,684. This represents an increase of 2.2% from the prior year.
- Total assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$41,212,249 (net position). This represents an increase of 9.5% from the prior year.
- Total capital assets, net of accumulated depreciation amounted to \$51,677,813. This represents an increase of 4.4% from the prior year.
- Unrestricted net position, available to meet the Town's ongoing obligations, totaled \$7,045,569. The amount invested in capital assets, net of related debt, totaled \$33,471,236. Net position restricted for state mandated funds was \$695,444. This represents a decrease of 3.2%, an increase of 12.5%, and an increase of 12.2% from the prior year, respectively.
- The Town's governmental fund balance sheet shows a combined ending fund balance of \$43,935,339, a decrease of \$102,782 or 0.23% compared to the prior year fund balance.
- Total liabilities amounted to \$60,519,408 of which \$7,323,661 is due in less than one year. This represents a decrease of \$1,430,847 and an increase of \$43,821, respectively, compared to the prior year.
- General Fund revenues were approximately 3.8% less than budgeted and actual expenses were less than budgeted expenses by approximately 3.0%, resulting in an overall decrease in the fund balance of the General Fund of \$250,129.
- The Town's primary source of revenue comes from property taxes levied for general purpose and debt service, which amounted to \$8,226,228 in the current fiscal year. This represents approximately a 23.8% increase in comparison to the amount of property tax revenue in the prior fiscal year. Total revenues amounted to \$19,556,822, which represented an increase of \$3,293,593 from the prior year or 20.3%.

(Continued)

**FINANCIAL HIGHLIGHTS FOR FISCAL YEAR ENDED SEPTEMBER 30, 2024
(CONTINUED)**

- Total debt service expenditures for the year amounted to \$4,235,060, which represents an increase of 27.5% from prior year. The combined outstanding balance in bonds payable, capital leases, intergovernmental payable, pension, other post-employment benefit obligation, and accrued rebatable arbitrage was \$54,445,774 at the end of the fiscal year.
- The Town's revenues from sales taxes amounted to \$4,108,707 during 2024, of which \$650,269 was reserved for street maintenance and \$650,269 was reserved for economic development. Total sales taxes increased by approximately 4.2% from the prior year primarily due to an increase in commercial sales revenue in the Town's jurisdiction.
- The Town invested \$5,793,295 in equipment, right-of-way acquisition, and infrastructure, resulting in a 4.4% increase in capital assets, net of accumulated depreciation. The Capital Improvements Fund maintains proceeds from Combination Tax and Revenue Series 2014 Certificates of Obligation, Combination Tax and Revenue Series 2019 Certificates of Obligation and Combination Tax and Revenue Series 2023 Certificates of Obligation, which have been committed by Town ordinance to be issued in infrastructure projects included in the Capital Improvements Master Plan. The Town's Capital Improvement Fund provided \$4,174,543 for infrastructure. At the end of the fiscal period, the net change in fund balance in the Capital Improvements Fund was \$99,382, representing a 100% decrease from the prior year due to capital outlay expenditures and proceeds from bond issuance.
- The Town reports deferred inflows of resources on its general fund, debt service fund and TIRZ#2 fund. Deferred inflows of resources represent an acquisition of fund balance that applies to a future period which will not be recognized as an inflow of resources until that time. Unavailable revenues in the amount of \$183,869 at September 30, 2024, represent the portion of property tax revenue receivable not collected within 60 days following the end of the fiscal year. This represents an increase of 39.5% from the prior year.
- During 2024, the Town participated in the Texas Municipal Retirement System ("TMRS") Pension Plan. The Town's net pension liability was measured at December 31, 2023, the Plan year, for a total amount of \$1,464,917. This represented a decrease of \$106,267 from the previous year. In 2024, the Town recognized net pension expense of \$238,807, represents an increase of \$9,905 from the previous year.
- At September 30, 2024, total deferred outflows and inflows of resources related to pensions were \$360,328 and \$181,368, respectively, which represented a decrease of \$24,609 and increase of \$43,072, respectively, from the previous year.
- In connection with its pension plan, the Town also offers a supplemental death benefit to all employees enrolled in TMRS. At December 31, 2023, the Plan year, the Town recognized a total liability of \$80,995 for the supplemental death benefit plan. This represents an increase of \$14,610 or 22% from the previous year. Total deferred outflows and inflows of resources related to the Plan were \$20,520 and \$36,507, which represented a decrease of \$374 and \$5,895 respectively, from the previous year.

(Continued)

FINANCIAL HIGHLIGHTS FOR FISCAL YEAR ENDED SEPTEMBER 30, 2024 (CONTINUED)

- The Town received \$3,143,133 in operating and capital grants and contributions. This represents an increase of \$412,662 or 15.1% from the previous year. This increase is attributed to an increase in expenditures for an in-kind federal and state award received from the Texas Department of Transportation for the improvement of roads in the amount of \$2,229,776 and \$148,703, respectively, compared to the prior year.
- The Town's deferred revenue decreased by \$510,162, or 12.3%. This is due to a portion of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) being spent on construction and assistance to small businesses.
- Subsequent to year end, the Town purchased a total of 37 land lots for \$3,244,146.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the Town's basic financial statements. The Town's basic financial statements include: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. The Town also includes in this report additional information to supplement the basic financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The government-wide financial statements are designed to provide readers with a broad overview of the financial position of the Town and are similar to private sector financial statements. The government-wide financial statements include a Statement of Net Position and a Statement of Activities. These statements appear on pages 20 through 22 of this report.

The Statement of Net Position presents information on all the Town's assets and liabilities, with the difference between the two reported as net position as of September 30, 2024. Net position is shown in three categories: 1) invested in capital assets, net of related debt, 2) restricted for state mandated funds, and 3) unrestricted.

The Statement of Activities presents information showing how the Town's net position changed during the fiscal year ended September 30, 2024. It provides a breakdown of revenues and expenses by function. All changes in net position are reported as soon as the underlying event, which contributes to the change, occurs regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only affect cash flows in future fiscal periods. Examples of such items include revenues earned and expenses incurred but not yet paid, all of which will produce changes in cash in a future fiscal period.

Both statements attempt to distinguish functions of the Town that are principally supported by taxes (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees. The governmental activities of the Town include general government, finance, executive, public services, building services, community development, public safety – police, public safety – dispatch, municipal court, storm water, code enforcement, parks and recreation, and planning. The Town does not engage in any business-type activities.

(Continued)

GOVERNMENT-WIDE FINANCIAL STATEMENTS (CONTINUED)

The government-wide financial statements not only include the Town itself, but also its component units, Town of Horizon City Type 4B Economic Development Corporation and Tax Increment Reinvestment Zone #1. The component units are blended with the Town's operations. More information can be found on pages 29 and 30.

FUND FINANCIAL STATEMENTS

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The Town only has governmental funds. The governmental funds financial statements are on pages 23 through 28.

The Town's finances are segregated into four types of funds: General Fund, Special Revenue Funds, Debt Service Fund, Capital Improvements Fund and Street Maintenance Fund.

The General Fund reflects revenues and expenditures to provide all the basic Town services to the community, such as public safety, general government, streets, building services and community services.

The Special Revenue Funds are utilized to recognize and segregate revenues derived from grants and payments from other agencies not included in the General Fund. Grant revenues accounted for in the Special Revenue Funds have been restricted for specific uses by external authorities or regulation.

The Debt Service Fund is utilized to account for the payment of general long-term debt principal, interest, and related costs.

The Capital Improvements Fund is utilized to account for the use of reserved funds for the costs of infrastructure and other development projects. The balance remaining in this fund has been designated for these purposes by the Town Council Members and its activity is not included in the General Fund.

The Street Maintenance Fund provides maintenance of the existing streets of the city.

The Town does not maintain any Proprietary Funds.

Governmental funds are used to account for essentially the same functions of those reported in the government-wide financial statements; however, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the year. These funds are reported using an accounting method named *modified accrual* accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed *short-term view* of the Town's operations and the services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near-future to finance the Town's programs.

The focus of governmental funds is narrower than that of government-wide financial statements; therefore, it can be useful to compare the information presented for the governmental funds with similar information presented for governmental activities in the government-wide financial statements.

(Continued)

FUND FINANCIAL STATEMENTS (CONTINUED)

By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Reconciliations have been provided as a link between the governmental fund statements and the government-wide financial statements to assist in this comparison. Pages 24 and 28 provide a reconciliation of the balance sheet of governmental funds to the statement of net position as well as a reconciliation of the statement of revenues, expenditures, and changes in fund balances of governmental funds to the statement of activities.

NOTES TO THE FINANCIAL STATEMENTS

The accompanying notes to the financial statements provide information essential to a full understanding of the government-wide fund financial statements. The notes to the financial statements can be found on pages 29 through 74 of this report.

OTHER INFORMATION

In addition to the basic financial statements and the accompanying notes, this report also presents certain required supplementary information concerning the Town's budgetary comparison schedules for its General Fund and its major Special Revenue Funds for which a budget has been approved by Town Council as well as required pension-related schedules. The report also includes other supplementary information consisting of the Town's combining schedules of Aggregate Non-Major Funds. The required and other supplementary information can be found on Pages 75 through 88.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net Position

As year-to-year financial information is accumulated on a consistent basis, changes in net position may be observed and used to discuss the changing financial position of the Town as a whole. The Town's net position (total assets and deferred outflows less liabilities and deferred inflows) at fiscal year-end totaled \$41,212,249 reflecting an increase of \$3,566,449 compared to the previous fiscal year. The table below summarizes the Town's total assets, deferred outflows or inflows of resources, liabilities and net position for the fiscal years ended September 30, 2024 and 2023.

Net Position

	<u>Governmental Activities</u>	
	<u>09/30/24</u>	<u>09/30/23</u>
Cash and cash equivalents	\$38,017,206	\$44,168,713
Investments	11,195,729	5,041,219
Receivables (taxes, grants, other miscellaneous), net	531,304	526,543
Prepaid expenses	139,542	132,114
Other assets	7,090	7,090
Capital assets, net of accumulated depreciation	51,677,813	49,495,243
Deferred outflows of resources	<u>380,848</u>	<u>405,831</u>
Total assets and deferred outflows of resources	<u>101,949,532</u>	<u>99,776,753</u>

(Continued)

GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

Net Position (Continued)

Short-term liabilities	\$ 7,323,661	\$ 7,279,840
Long-term liabilities	53,195,747	54,670,415
Deferred inflows of resources	<u>217,875</u>	<u>180,698</u>
Total liabilities and deferred inflows of resources	<u>60,737,283</u>	<u>62,130,953</u>
Net position:		
Invested in capital assets, net of related debt	33,442,640	29,749,656
Restricted for State mandated funds	695,444	620,081
Unrestricted	<u>7,074,165</u>	<u>7,276,063</u>
Total net position	<u>\$41,212,249</u>	<u>\$37,645,800</u>

Other indicators of the Town’s financial position and performance are revenues; program, general and restricted, and budget performance. Comparison of this indicator data as they are accumulated over the years may provide the reader with information of developing trends in the Town’s financial health.

For fiscal year 2024, the Town collected \$19,556,822 in revenues from all sources, while expending \$15,990,373, resulting in a net increase in financial position. The table below summarizes the fiscal years 2024 and 2023 revenues and expenses for the Town.

Change in Net Position

	<u>Year Ended</u>	
	<u>09/30/24</u>	<u>09/30/23</u>
Charges for services, fees, fines and forfeitures	\$ 1,424,488	\$ 1,498,762
Operating grants and contributions	253,155	108,142
Capital grants and contributions	<u>2,889,978</u>	<u>2,622,329</u>
Total program revenues	<u>4,567,621</u>	<u>4,229,233</u>
Property taxes	8,226,228	6,642,789
Sales taxes	4,108,707	3,943,506
Franchise taxes	556,571	643,213
Interest income	2,127,705	720,583
Gain (loss) on disposal of assets	(60,534)	17,159
Miscellaneous income	<u>30,524</u>	<u>66,746</u>
Total general revenues	<u>14,989,201</u>	<u>12,033,996</u>
Total revenues	<u>19,556,822</u>	<u>16,263,229</u>

(Continued)

GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

**Change in Net Position
(Continued)**

	<u>Year Ended</u>	
	<u>09/30/24</u>	<u>09/30/23</u>
Public safety – police	\$ 3,666,298	\$ 3,242,202
Interest on long-term debt	2,595,919	1,180,662
Community development	2,300,062	2,263,589
Parks and recreation	1,621,256	1,502,035
General government	1,421,410	1,644,834
Public safety – dispatch	1,036,611	882,010
Finance	678,455	625,608
Bond issuance costs		577,630
Public services	604,711	475,937
Information technology	491,312	449,286
Building services	413,270	396,212
Planning	355,380	313,393
Municipal court	288,004	241,028
Code enforcement	252,706	208,755
Storm water	226,368	204,543
Executive	<u>38,611</u>	<u>42,380</u>
 Total expenses	 <u>15,990,373</u>	 <u>14,250,104</u>
 Change in net position	 <u>\$ 3,566,449</u>	 <u>\$ 2,013,125</u>

Governmental Activities

The largest ongoing revenue source for the Town’s governmental activities is property taxes of \$8,226,228 which represents 42% of total revenues. Another significant source of revenue for governmental activities is state sharing of sales taxes. The sales tax revenue totals \$4,108,707 or 21% of total revenues for governmental activities. Additional significant sources of revenue for governmental activities are grants and contributions of \$3,143,133 or 16% of total revenues for governmental activities.

The largest expenditure categories among governmental activities were public safety – police and debt interest totaling \$3,666,298 and \$2,595,919, respectively. The public safety – police expenditure category represents 23% of total expenditures and includes the cost of the Town providing police protection to residents. The debt interest expenditure category represents 16% of total expenditures mainly due to outstanding debt from certificates of obligation.

(Continued)

GOVERNMENT-WIDE FINANCIAL ANALYSIS (CONTINUED)

The following table presents the cost of each of the Town’s programs, as well as each program’s net cost (total cost less fees generated by the activities). The net cost shows the financial burden placed on the Town’s taxpayers for each of these functions.

	<u>Total Cost of Services</u>		<u>Net Cost of Services</u>	
	<u>09/30/24</u>	<u>09/30/23</u>	<u>09/30/24</u>	<u>09/30/23</u>
Public safety - police	\$ 3,666,298	\$ 3,242,202	\$ 2,757,874	\$2,426,264
Interest on long-term debt	2,595,919	1,180,662	2,595,919	1,180,662
Community development	2,300,062	2,263,589	(589,916)	(358,740)
Parks and recreation	1,621,256	1,502,035	1,621,256	1,502,035
General government	1,421,410	1,644,834	900,618	1,075,681
Public safety – dispatch	1,036,611	882,010	1,036,611	882,010
Finance	678,455	625,608	678,455	625,608
Bond issuance costs		577,630		577,630
Public services	604,711	475,937	604,711	475,937
Information technology	491,312	449,286	491,312	449,286
Building services	413,270	396,212	413,270	396,212
Planning	355,380	313,393	355,380	313,393
Municipal court	288,004	241,028	39,457	19,215
Code enforcement	252,706	208,755	252,826	208,755
Storm water	226,368	204,543	226,368	204,543
Executive	<u>38,611</u>	<u>42,380</u>	<u>38,611</u>	<u>42,380</u>
Totals	<u>\$15,990,373</u>	<u>\$14,250,104</u>	<u>\$11,422,752</u>	<u>\$10,020,871</u>

FINANCIAL ANALYSIS OF THE TOWN’S FUNDS

As noted above, the Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the Town’s governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town’s financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government’s net resources available for spending at the end of the fiscal year.

The Town’s governmental fund statements show a combined ending fund balance of \$43,935,339, a decrease of \$102,782 compared to the prior year fund balance. Of this amount, \$3,396,703 (8%) constitutes unassigned fund balance, which is available for spending at the Town’s discretion. Of the total fund balances, \$40,399,094 (92%) is restricted for statutory requirements or committed for Town Council purposes. Less than 1% (or \$139,542) of the combined ending fund balance represents prepaid expenses in non-spendable form.

(Continued)

FINANCIAL ANALYSIS OF THE TOWN'S FUNDS (CONTINUED)

Governmental Funds (Continued)

As mentioned earlier, the General Fund is the chief operating fund of the Town. The ending fund balance in the General Fund is \$5,452,793, a decrease of \$250,129 compared to the prior year fund balance (as restated). Of this amount, \$3,486,132 (64%) is unassigned and available for spending at the Town's discretion. Of the remaining fund balances, \$1,829,068 (34%) is restricted for statutory requirements or committed for Town Council purposes and \$137,593 (2%) is in non-spendable form.

The Town's Special Revenue Fund for Federal Grants is used to account for the expenditures related to law enforcement and ARPA funding. The ending fund balance was \$89,580, an increase of \$35,899 when compared to prior year and is classified as restricted.

The Debt Service fund is used to account for the receipt of property taxes designated for debt service expenditures. The fund balance at year-end was \$48,086, a decrease of \$173,658 compared to the prior year and is classified as unassigned fund balance.

The Town's Capital Improvements Fund is used to account for the designation of proceeds from Combination Tax and Revenue Series 2014 Certificates of Obligation, Combination Tax and Revenue Series 2019 Certificates of Obligation and Combination Tax and Revenue Series 2023 Certificates of Obligation that are to be used for future infrastructure and commercial development projects. The fund balance at year-end was \$33,872,290, an increase of \$99,382 compared to the prior year (as restated) and is classified as funds committed by Town Council.

The Town's Special Revenue Fund for Street Maintenance is used to account for the expenditures of sales taxes reserved for maintaining existing streets. The ending fund balance was \$2,208,245, a decrease of \$80,687 when compared to prior year and is classified as committed.

The Town's Aggregate Non-Major Funds had a combined fund balance of \$2,264,345, a decrease of \$266,411 over the prior year. The Aggregate Non-Major Funds represent property taxes levied for the payment of the Eastlake project intergovernmental loan as well as funds committed for Horizon City Parks Transportation Reinvestment Zone #2 and Tax Increment Reinvestment Zone #1, and state and local grants received. The Tax Increment Reinvestment Zone #1 has a payable to the general fund in the amount of \$150,000 which was used to cover expenditures during fiscal year 2023 and therefore caused a deficit in the fund's unassigned balance. This deficit is expected to be eliminated the following years by increasing property tax revenues. The deficit has been classified as unassigned fund balance for the year ended September 30, 2024. The remaining fund balance in Aggregate Non-Major Funds is classified \$1,949 as nonspendable, \$3,480 as restricted, and \$2,396,431 as committed by Town Council.

The Town identified an error in the prior year's financial statements where a \$354,253 interfund advance from the General Fund to the Capital Improvements Fund was incorrectly recorded as an interfund transfer. This misstatement understated the General Fund's beginning fund balance and overstated the Capital Improvements Fund's balance. A reclassification was made to correct this, increasing the General Fund's beginning balance by \$354,253 and decreasing the Capital Improvements Fund's balance accordingly. This reclassification does not affect total combined fund balance.

(Continued)

FINANCIAL ANALYSIS OF THE TOWN'S FUNDS (CONTINUED)

Governmental Funds (Continued)

**Year-End Governmental Fund Balances
September 30,**

	<u>2024</u>	<u>2023</u> (As restated)
General Fund	\$ 5,452,793	\$ 5,702,922
Street Maintenance Fund	2,208,245	2,288,932
Capital Improvements Fund	33,872,290	33,772,908
Debt Service Fund	48,086	221,744
Federal Grants Fund	89,580	53,681
Aggregate Non-Major Funds	<u>2,264,345</u>	<u>1,997,934</u>
Combined fund balances	<u>\$43,935,339</u>	<u>\$44,038,121</u>

The 0.23% decrease in overall fund balance is primarily attributed to an overall increase in expenses from the previous year.

Revenue Sources

Governmental fund revenues for the fiscal year ended September 30, 2024 and a comparison with the governmental fund revenues in the prior fiscal year are as follows:

	<u>2024</u> <u>Amount</u>	<u>Percent</u> <u>of Total</u>	<u>Increase</u> <u>(Decrease)</u> <u>Over 2023</u>	<u>Percent</u> <u>Increase</u> <u>(Decrease)</u>
Property taxes	\$ 8,174,127	41.1%	\$1,540,409	23.2%
Sales taxes	4,108,707	20.7%	165,201	4.2%
Grant income	3,143,133	15.8%	412,662	15.1%
Interest income	2,127,705	10.7%	1,407,122	195.3%
Charges for services	655,269	3.3%	(52,527)	(7.4)%
Franchise taxes	556,571	2.8%	(86,642)	(13.5)%
Licenses, permits and fees	520,672	2.6%	(48,481)	(8.5)%
Fines and forfeitures	248,547	1.3%	26,734	12.1%
Other income	<u>342,948</u>	<u>1.7%</u>	<u>276,202</u>	<u>413.8%</u>
Total	<u>\$19,877,679</u>	<u>100%</u>	<u>\$3,640,680</u>	<u>22.4%</u>

(Continued)

GENERAL FUND BUDGETARY HIGHLIGHTS

The original adopted General Fund budgeted revenue for fiscal year September 30, 2024, totaled \$10,017,891. This was an increase of \$494,093 over the prior year budget. A budgeted increase in property taxes, gas franchise and interest income were the primary drivers in the revenue increase. The increase in budgeted revenue was to support the net effect of new personnel hires, salary adjustments and incentives. Full benefits for the additional positions are offset by decreases in contracted services. In addition, the Town anticipated increases in parks maintenance, utilities and leased equipment.

The increase in sales tax revenue is attributed to a continued increase in sales experienced by commercial establishments in the Town's taxing jurisdiction. The increase in property taxes was attributed to an increase in the assessed value of the Town's taxing jurisdiction.

The amendments to the General Fund adopted budget during the 2023 fiscal year were reclassifications between department and capital expenditures. The amendments did not result in additional total budgeted appropriations.

The Town's annual budget reflects the financial commitment to services and improvements by the governing body. As such, budget performance at the end of the fiscal year may be used as an indicator of the Town's progress toward stated goals and objectives. During fiscal year 2024, the Town expended \$316,531 less than budgeted in the General Fund.

Final Budget Versus Actual Results General Fund

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues/inflows:				
Property taxes	\$ 4,683,973	\$ 4,683,973	\$4,649,206	\$ (34,767)
Sales taxes	2,871,536	2,871,536	2,751,923	(119,613)
Franchise taxes	664,989	664,989	556,571	(108,418)
Licenses, permits and fees	777,092	777,092	520,672	(256,420)
Charges for services	654,473	654,473	655,269	796
Fines and forfeitures	233,780	233,780	248,547	14,767
Interest income	116,344	116,344	225,056	108,712
Other income	<u>15,704</u>	<u>15,704</u>	<u>32,994</u>	<u>17,290</u>
Total revenues	<u>\$10,017,891</u>	<u>\$10,017,891</u>	<u>\$9,640,238</u>	<u>\$(377,653)</u>

(Continued)

GENERAL FUND BUDGETARY HIGHLIGHTS (CONTINUED)

**Final Budget Versus Actual Results
General Fund (Continued)**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Expenditures/outflows:				
Public safety - police	\$ 3,143,609	\$ 3,067,432	\$ 3,135,291	\$ (67,859)
Public safety - dispatch	1,160,925	1,129,561	1,044,044	85,517
General government	908,097	908,097	757,497	150,720
Community development	528,585	528,585	478,203	50,382
Finance	665,814	665,814	664,281	1,533
Planning	404,380	417,380	307,799	109,581
Public services	549,784	536,784	596,572	(59,788)
Parks and recreation	578,255	578,255	801,261	(223,006)
Building services	440,118	440,118	406,311	33,807
Information technology	586,055	564,769	490,750	74,019
Municipal court	307,528	307,528	290,007	17,521
Code enforcement	267,576	267,576	248,589	18,867
Capital outlay	506,081	634,908	447,390	187,518
Debt service	210,688	210,688	292,782	(82,094)
Storm water	90,037	90,037	80,621	9,416
Executive	<u>49,008</u>	<u>49,008</u>	<u>38,611</u>	<u>10,397</u>
Total expenditures	<u>\$10,396,540</u>	<u>\$10,396,540</u>	<u>\$10,080,009</u>	<u>\$316,531</u>

CAPITAL ASSETS

The Town's financial statements present capital assets in two categories: those assets subject to depreciation (such as buildings and equipment) and those not subject to depreciation (such as land and construction in progress).

The Town's investment in capital assets for its governmental activities was \$51,677,813 net of accumulated depreciation. Major capital asset events during the current fiscal year included the following:

- The Town's investment in machinery and equipment increased by approximately \$371,048 primarily due to vehicles and equipment purchased for the public safety department.
- The Town's investment in infrastructure increased by \$3,149,144, which includes the cost of projects completed in the current year, such as Darrington Reconstruction Right-of-Way Acquisitions, Beaux Street Improvements, 2020 Street Maintenance Program, and Oxbow and Pawling Street Improvements.
- The Town had a net increase in construction in progress of \$876,595, the majority of which was due to ongoing projects such as the Municipal Facilities, Transit Center Plaza, North Darrington Road Widening, and Rodman Street projects.

(Continued)

CAPITAL ASSETS (CONTINUED)

- The Town had an increase in right-of-use assets of \$210,458 related to building and vehicle leases.

Capital assets held by the Town are summarized as follows:

	<u>09/30/24</u>	<u>09/30/23</u>
Land and land rights	\$ 1,647,590	\$ 876,527
Building and improvements	257,452	305,882
Equipment	927,607	812,127
Right-of-use lease assets	887,107	888,270
Infrastructure	40,299,891	39,805,063
Intangibles	155,863	181,666
Construction in progress	<u>7,502,303</u>	<u>6,625,708</u>
Total capital assets, net	<u>\$51,677,813</u>	<u>\$49,495,243</u>

Additional information on the Town’s capital assets can be found in the notes to the financial statements on Pages 45 through 46.

LONG-TERM DEBT

At the end of the fiscal year, the Town had long-term debt outstanding in the amount of \$54,445,774. The Town’s debt is composed of general obligation bonds, an intergovernmental payable, leases, accrued compensated absences, net pension liability and other post-employment benefit liability at September 30, 2024. The following table shows the change in long-term debt from 2023 to 2024:

	Long-Term Debt		
	Year Ended September 30,		
	<u>2024</u>	<u>2023</u>	<u>Change</u>
Due within one year:			
Bonds payable (direct placement)	\$ 990,000	\$ 950,000	\$40,000
Leases	182,177	258,579	(76,402)
Intergovernmental payable	28,596		28,596
Compensated absences	<u>49,254</u>	<u>50,672</u>	<u>(1,418)</u>
	<u>1,250,027</u>	<u>1,259,251</u>	<u>(9,224)</u>

(Continued)

LONG-TERM DEBT (CONTINUED)

Due in more than one year:			
Bonds payable (direct placement)	\$45,750,000	\$46,740,000	\$ (990,000)
Bond premium	2,136,663	2,247,680	(111,017)
Intergovernmental payable (direct borrowing)	2,480,479	3,161,754	(681,275)
Leases	539,548	514,735	24,813
Compensated absences	375,394	368,677	6,717
Net pension liability	1,464,917	1,571,184	(106,267)
Rebatable arbitrage liability	367,751		367,751
Other post-employment benefit liability	<u>80,995</u>	<u>66,385</u>	<u>14,610</u>
	<u>53,195,747</u>	<u>54,670,415</u>	<u>(1,474,668)</u>
Total	<u>\$54,445,774</u>	<u>\$55,929,666</u>	<u>\$(1,483,892)</u>

More detailed information about the Town's long-term liabilities is presented in the notes to the financial statements on Pages 47 through 65 of this report.

ECONOMIC FACTORS AND FUTURE PLANS

The Town's financial health remains good with sufficient resources to continue the current level of service delivery. Improvements to the accounting system and continuing changes to the Town's internal fiscal policies and procedures will further enhance the Town's ability to monitor revenues and expenditures, as well as promote greater management oversight and control.

Continuing financial growth is projected. The Town enjoys steady growth and development in what was primarily a retirement community. With the continued development of commercial establishments and housing and construction and reconstruction of public infrastructure, the property tax base will continue to increase. Increases in housing units have brought new families to the Town and a concurrent increases in sales by local vendors, and thus, will continue to increase the sales and franchise tax rebates to the Town in the following years. The continuing growth of these two income streams will ensure that the Town remains on firm financial ground for the foreseeable future.

The Town has adopted a three-year 2025-2027 Capital Improvement Plan ("CIP") that focuses on the construction, reconstruction, and repair of public infrastructure. The projects are being funded by various sources that include the Town's Transportation Reinvestment Zone, the State's Surface Transportation Program, Federal and State grants, and Certificates of Obligation (CO's). Through implementation of the CIP, the Town has been stimulating growth and expansion in its commercial and industrial sectors to help diversify its tax base, while providing its citizens with proper roadway and drainage improvements. Although the Plan was meant to end during 2022, it is still ongoing during 2024 and is expected to continue beyond 2027.

In 2020, the Town established Reinvestment Zone #1 (TIRZ #1), which receives 100% of the Town's portion of the tax increment and a percentage of the tax increment that each taxing unit elects to dedicate to the Zone, which is then used to foster new development in the Town. The Zone is reported as a blended component unit as the majority of the governing body consists of members from the Town's Council. The Zone's activities are reported in the Town's governmental activities as a special revenue fund.

(Continued)

REQUESTS FOR INFORMATION

Questions concerning this analysis, or the financial statements should be directed to the City Clerk, at 915-852-1046 or by mail to: Town of Horizon City, Texas, Attn: City Clerk, 14999 Darrington, Horizon City, Texas 79928.

Honorable Mayor Andres Renteria
Town of Horizon City, Texas

INDEPENDENT AUDITORS' REPORT

To Honorable Mayor Andres Renteria
and Members of Town Council
Town of Horizon City, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Town of Horizon City, Texas (“the Town”) as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise Town of Horizon City, Texas’ basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Town of Horizon City, Texas, as of September 30, 2024, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors’ Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town of Horizon City, Texas, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Horizon City, Texas’ ability to continue as a going concern for twelve months beyond the financial statement date, including any current known information that may raise substantial doubt shortly thereafter.

(Continued)

To Honorable Mayor Andres Renteria
and Members of Town Council
Town of Horizon City, Texas

Report on the Audit of the Financial Statements (Continued)

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town of Horizon City, Texas' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Horizon City, Texas' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

(Continued)

To Honorable Mayor Andres Renteria
and Members of Town Council
Town of Horizon City, Texas

Report on the Audit of the Financial Statements (Continued)

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, pension related information and other post-employment benefit related information on Pages 1 through 15 and 74 through 86 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Town of Horizon City, Texas' basic financial statements. The accompanying combining aggregate non-major fund financial statements on Pages 87 and 88 and schedule of expenditures of federal and state awards on Pages 94 and 95, as required by Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining aggregate nonmajor fund financial statements and the schedule of expenditures of federal and state awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

(Continued)

To Honorable Mayor Andres Renteria
and Members of Town Council
Town of Horizon City, Texas

Other Reporting Required by Governmental Auditing Standards

In accordance with *Governmental Auditing Standards*, we have also issued our report dated April 17, 2025, on our consideration of the Town of Horizon City, Texas' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town of Horizon City, Texas' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Town of Horizon City, Texas' internal control over financial reporting and compliance.

SBNG, PC

El Paso, Texas
April 17, 2025

TOWN OF HORIZON CITY, TEXAS

STATEMENT OF NET POSITION

September 30, 2024

<u>ASSETS</u>	Governmental <u>Activities</u>
Cash and cash equivalents	\$ 38,017,206
Investments	11,195,729
Taxes receivable	481,867
Grants receivable	43,652
Other receivables, net	5,785
Prepaid expenses	139,542
Other assets	7,090
Non-depreciable capital assets	9,149,893
Depreciable capital assets, net of accumulated depreciation	<u>42,527,920</u>
 Total assets	 <u>101,568,684</u>
 <u>DEFERRED OUTFLOWS OF RESOURCES</u>	
Deferred outflows of resources related to pension	360,328
Deferred outflows of resources related to other post-employment benefit obligation	<u>20,520</u>
 Total deferred outflows of resources	 <u>380,848</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS

**STATEMENT OF NET POSITION
(CONTINUED)**

September 30, 2024

<u>LIABILITIES</u>	<u>Governmental Activities</u>
Accounts payable	\$ 1,867,192
Accrued liabilities	566,646
Deferred revenues	3,639,796
Due within one year:	
Bonds payable	990,000
Leases	182,177
Compensated absences	49,254
Intergovernmental payable	28,596
Due in more than one year:	
Bonds payable, net	47,886,663
Intergovernmental payable	2,480,479
Leases	539,548
Compensated absences	375,394
Net pension liability	1,464,917
Accrued rebatable arbitrage	367,751
Other post-employment benefit liability	<u>80,995</u>
Total liabilities	<u>60,519,408</u>
 <u>DEFERRED INFLOWS OF RESOURCES</u> 	
Deferred inflows of resources related to pension	181,368
Deferred inflows of resources related to other post-employment benefit obligation	<u>36,507</u>
Total deferred inflows of resources	<u>217,875</u>
 <u>NET POSITION</u> 	
Net position:	
Invested in capital assets, net of related debt	33,471,236
Restricted for State mandated funds	695,444
Unrestricted	<u>7,045,569</u>
Total net position	<u>\$ 41,212,249</u>

The accompanying notes are an integral part of these financial statements.

TOWN OF HORIZON CITY, TEXAS

STATEMENT OF ACTIVITIES

Year Ended September 30, 2024

<u>FUNCTIONS/PROGRAMS</u>	<u>Direct Expenses</u>	Program Revenues			Net Revenue (Expenses) and Changes in Net Position
		<u>Charges for Services, Fees, Fines and Forfeitures</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Governmental Activities</u>
Primary government:					
Public safety - police	\$ 3,666,298	\$ 655,269	\$ 253,155	\$	\$ (2,757,874)
Interest on long-term debt	2,595,919				(2,595,919)
Community development	2,300,062			2,889,978	589,916
Parks and recreation	1,621,256				(1,621,256)
General government	1,421,410	520,672			(900,738)
Public safety - dispatch	1,036,611				(1,036,611)
Finance	678,455				(678,455)
Public services	604,711				(604,711)
Information technology	491,312				(491,312)
Building services	413,270				(413,270)
Planning	355,380				(355,380)
Municipal court	288,004	248,547			(39,457)
Code enforcement	252,706				(252,706)
Storm water	226,368				(226,368)
Executive	38,611				(38,611)
Total governmental activities	<u>\$ 15,990,373</u>	<u>\$ 1,424,488</u>	<u>\$ 253,155</u>	<u>\$ 2,889,978</u>	<u>(11,422,752)</u>
			General revenues:		
			Property taxes		8,226,228
			Sales taxes		4,108,707
			Franchise taxes		556,571
			Interest income		2,127,705
			Loss on disposal of capital assets		(60,534)
			Miscellaneous income		30,524
			Total general revenues		<u>14,989,201</u>
			Change in net position		3,566,449
			Net position, beginning of year		<u>37,645,800</u>
			Net position, end of year		<u>\$ 41,212,249</u>

The accompanying notes are an integral part of these financial statements.

TOWN OF HORIZON CITY, TEXAS
BALANCE SHEET - GOVERNMENTAL FUNDS

September 30, 2024

	General Fund	Special Revenue Fund - Federal Grants	Debt Service Fund	Capital Improvements Fund	Street Maintenance Fund	Aggregate Non-Major Funds	Total Governmental Funds
<u>ASSETS</u>							
Cash and cash equivalents, non-pooled	\$ 1,003,453	\$	\$	\$ 35,208,014	\$	\$ 761,191	\$ 36,972,658
Pooled cash and cash equivalents		491,141			571,376	(17,969)	1,044,548
Investments	3,340,961					852,263	4,193,224
Pooled investments	1,706,254	3,275,472			1,993,958	26,821	7,002,505
Taxes receivable	310,988		155,080			15,799	481,867
Due from other funds	658,161		98,372		29,976	797,378	1,583,887
Grants receivable		25,923				17,729	43,652
Other receivables, net	5,785						5,785
Other assets				3,590		3,500	7,090
Prepaid expenses	137,593					1,949	139,542
Total assets	<u>\$ 7,163,195</u>	<u>\$ 3,792,536</u>	<u>\$ 253,452</u>	<u>\$ 35,211,604</u>	<u>\$ 2,595,310</u>	<u>\$ 2,458,661</u>	<u>\$ 51,474,758</u>
<u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</u>							
Liabilities:							
Accounts payable	\$ 424,216	\$ 59,930	\$	\$ 985,061	\$ 387,065	\$ 10,920	\$ 1,867,192
Accrued liabilities	243,848	3,230				17,597	264,675
Unearned revenue		3,639,796					3,639,796
Due to other funds	924,663		154,971	354,253		150,000	1,583,887
Total liabilities	<u>1,592,727</u>	<u>3,702,956</u>	<u>154,971</u>	<u>1,339,314</u>	<u>387,065</u>	<u>178,517</u>	<u>7,355,550</u>
Deferred inflows of resources:							
Deferred property taxes	117,675		50,395			15,799	183,869
Total deferred inflows of resources	<u>117,675</u>	<u></u>	<u>50,395</u>	<u></u>	<u></u>	<u>15,799</u>	<u>183,869</u>
Fund balances:							
Nonspendable	137,593					1,949	139,542
Restricted	602,384	89,580				3,480	695,444
Committed	1,226,684			33,872,290	2,208,245	2,396,431	39,703,650
Unassigned	3,486,132		48,086			(137,515)	3,396,703
Total fund balances	<u>5,452,793</u>	<u>89,580</u>	<u>48,086</u>	<u>33,872,290</u>	<u>2,208,245</u>	<u>2,264,345</u>	<u>43,935,339</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 7,163,195</u>	<u>\$ 3,792,536</u>	<u>\$ 253,452</u>	<u>\$ 35,211,604</u>	<u>\$ 2,595,310</u>	<u>\$ 2,458,661</u>	<u>\$ 51,474,758</u>

The accompanying notes are an integral
part of these financial statements.

TOWN OF HORIZON CITY, TEXAS

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION

Year Ended September 30, 2024

Total fund balances of governmental funds in the balance sheet \$ 43,935,339

Amounts reported in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds:

Governmental capital assets	70,818,396	
Accumulated depreciation	<u>(19,140,583)</u>	51,677,813

Pension related deferred inflows and outflows are not due and payable in the current period, and are not available to pay current period expenditures, therefore, are not reported in the governmental funds:

Deferred outflows of resources related to pension	360,328	
Deferred outflows of resources related to other post-employment benefit obligation	20,520	
Deferred inflows of resources related to pension	(181,368)	
Deferred inflows of resources related to other post-employment benefit obligation	(36,507)	

Certain property tax revenues will be collected after year-end but are not available soon enough to pay for the current period expenditures and, therefore, are deferred on the modified accrual basis in governmental funds:

Deferred property taxes	183,869	
-------------------------	---------	--

Net pension and other post-employment benefit liabilities represent pension liabilities in excess of the total pension assets, which are not available to pay current period expenditures and, therefore, excluded from the governmental funds:

Net pension liability	(1,464,917)	
Other post-employment benefit liability	(80,995)	

Some liabilities applicable to the Town's governmental activity are not due and payable in the current period and, accordingly, are not reported as fund liabilities. All liabilities, both current and long-term, are reported in the statement of net position:

Leases	(721,725)	
Bonds payable	(48,876,663)	
Accrued rebate of investment earnings	(367,751)	
Intergovernmental payable	(2,509,075)	
Compensated absences	(424,648)	
Accrued interest	<u>(301,971)</u>	<u>(53,201,833)</u>

Total net position of governmental activities \$ 41,212,249

The accompanying notes are an integral part of these financial statements.

TOWN OF HORIZON CITY, TEXAS

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS**

Year Ended September 30, 2024

	<u>General Fund</u>	<u>Special Revenue Fund - Federal Grants</u>	<u>Debt Service Fund</u>	<u>Capital Improvements Fund</u>	<u>Street Maintenance Fund</u>	<u>Aggregate Non-Major Funds</u>	<u>Total Governmental Funds</u>
<u>REVENUES</u>							
Property taxes	\$ 4,649,206	\$	\$ 2,766,589	\$	\$	\$ 758,332	\$ 8,174,127
Sales taxes	2,751,923				678,392	678,392	4,108,707
Federal and state grants		587,117		2,378,479		177,537	3,143,133
Interest income	225,056	44,913	15,992	1,761,744	23,036	56,964	2,127,705
Charges for services	655,269						655,269
Franchise taxes	556,571						556,571
Licenses, permits and fees	520,672						520,672
Fines and forfeitures	248,547						248,547
Other income	<u>32,994</u>			<u>308,727</u>		<u>1,227</u>	<u>342,948</u>
Total revenues	<u>9,640,238</u>	<u>632,030</u>	<u>2,782,581</u>	<u>4,448,950</u>	<u>701,428</u>	<u>1,672,452</u>	<u>19,877,679</u>
<u>EXPENDITURES</u>							
Public safety - police	3,135,291	95,266				83,870	3,314,427
General government	757,497	156,360				420,817	1,334,674
Public safety - dispatch	1,044,044						1,044,044
Parks and recreation	801,261						801,261
Finance	664,281		6,014	15			670,310
Community development	478,203				51,896	3,492	533,591
Public services	596,572						596,572
Information technology	490,750						490,750
Building services	406,311						406,311
Planning	307,799			23,318			331,117

(Continued)

TOWN OF HORIZON CITY, TEXAS

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
(CONTINUED)**

Year Ended September 30, 2024

	General Fund	Special Revenue Fund - Federal Grants	Debt Service Fund	Capital Improvements Fund	Street Maintenance Fund	Aggregate Non-Major Funds	Total Governmental Funds
<u>EXPENDITURES (Continued)</u>							
Municipal court	\$ 290,007	\$	\$	\$	\$	\$	\$ 290,007
Code enforcement	248,589						248,589
Storm water	80,621						80,621
Executive	38,611						38,611
Capital outlay	447,390	344,505		4,174,543	730,219	96,638	5,793,295
Debt service:							
Principal	241,120		950,000			691,927	1,883,047
Interest	<u>51,662</u>	<u> </u>	<u>2,181,054</u>	<u> </u>	<u> </u>	<u>119,297</u>	<u>2,352,013</u>
Total expenditures	<u>10,080,009</u>	<u>596,131</u>	<u>3,137,068</u>	<u>4,197,876</u>	<u>782,115</u>	<u>1,416,041</u>	<u>20,209,240</u>
Excess (deficit) of revenues over (under) expenditures	<u>(439,771)</u>	<u>35,899</u>	<u>(354,487)</u>	<u>251,074</u>	<u>(80,687)</u>	<u>256,411</u>	<u>(331,561)</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
(CONTINUED)**

Year Ended September 30, 2024

	<u>General Fund</u>	<u>Special Revenue Fund - Federal Grants</u>	<u>Debt Service Fund</u>	<u>Capital Improvements Fund</u>	<u>Street Maintenance Fund</u>	<u>Aggregate Non-Major Funds</u>	<u>Total Governmental Funds</u>
Other financing sources (uses):							
Transfers out	\$ (39,257)	\$	\$	\$ (151,692)	\$	\$	\$ (190,949)
Transfers in	120		180,829			10,000	190,949
Proceeds from leases	<u>228,779</u>						<u>228,779</u>
Total other financing sources	<u>189,642</u>		<u>180,829</u>	<u>(151,692)</u>		<u>10,000</u>	<u>228,779</u>
Net change in fund balance	<u>(250,129)</u>	<u>35,899</u>	<u>(173,658)</u>	<u>99,382</u>	<u>(80,687)</u>	<u>266,411</u>	<u>(102,782)</u>
Fund balance, beginning of the year, as previously reported	5,348,669	53,681	221,744	34,127,161	2,288,932	1,997,934	44,038,121
Prior period adjustment	<u>354,253</u>			<u>(354,253)</u>			
Fund balance, beginning of the year, as restated	<u>5,702,922</u>	<u>53,681</u>	<u>221,744</u>	<u>33,772,908</u>	<u>2,288,932</u>	<u>1,997,934</u>	<u>44,038,121</u>
Fund balance, end of the year	<u>\$ 5,452,793</u>	<u>\$ 89,580</u>	<u>\$ 48,086</u>	<u>\$ 33,872,290</u>	<u>\$ 2,208,245</u>	<u>\$ 2,264,345</u>	<u>\$ 43,935,339</u>

The accompanying notes are an integral
part of these financial statements.

TOWN OF HORIZON CITY, TEXAS

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES**

Year Ended September 30, 2024

Net change in fund balances – total governmental funds \$ (102,782)

Amounts reported in the statement of activities are different because:

Governmental funds report capital outlays as expenditures;

however, in the government-wide statements, the cost of those assets are depreciated over their estimated useful lives:

Capital outlay	5,793,295	
Depreciation expense	<u>(3,237,767)</u>	2,555,528

The net effect of transactions involving capital assets (i.e., sales, disposals)

Disposal of assets	(372,958)
--------------------	-----------

Because some property taxes will not be collected for several months after the Town’s fiscal year ends, they are not considered “available” revenues in the governmental funds. They are, however, recorded as revenues in the statement of activities.

Change in deferred property taxes	52,101
-----------------------------------	--------

The proceeds from lease liabilities provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position.

Leases	(228,779)
--------	-----------

Payment of principal on bonds and intergovernmental payable as well as amortization of bond premiums is an expenditure in the governmental funds but the principal payment reduces long-term liabilities in the statement of net position and interest expense in the statement of activities is reduced by bond premium amortization.

Bond principal payments	1,602,679
Bond premium amortization	111,017

Payment of principal on finance leases is an expenditure in the governmental funds but the payment reduces long-term liabilities in the statement of net position.

280,368

Certain items reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds:

Change in pension liability	106,267	
Change in other post-employment benefit liability	(14,610)	
Change in accrued interest payable	12,828	
Change in accrued rebate of investment earnings liability	(367,751)	
Change in compensated absences payable	(5,299)	
Change in deferred inflows related to pension	(43,072)	
Change in deferred inflows related to other post-employment benefits	5,895	
Change in deferred outflows related to other post-employment benefits	(374)	
Change in deferred outflows related to pension	<u>(24,609)</u>	<u>(330,725)</u>

Change in net position of governmental activities

\$ 3,566,449

The accompanying notes are an integral part of these financial statements.

TOWN OF HORIZON CITY, TEXAS

NOTES TO FINANCIAL STATEMENTS

ORGANIZATION AND OPERATIONS

The Town of Horizon City, Texas, (“the Town”) operates under a Council-Mayor form of government. The Mayor and all council members are elected at large. The Town provides general administrative services, public safety, streets and roads maintenance, public service, municipal court, and community development. The Town’s Council (“the Council”) is responsible for legislative and fiscal control of the Town.

The accounting and reporting framework and the more significant accounting principles and practices of the Town of Horizon City, Texas are discussed in subsequent sections of the notes to the financial statements. The remainder of the notes to the financial statements are organized to provide explanations including required disclosures of the Town’s financial activities for the fiscal year ended September 30, 2024.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity – As required by generally accepted accounting principles, these financial statements present the activities of the Town, its component units, and fiduciary activities. All activities of the Town are governmental in nature and are financed through taxes and other non-exchange transactions. Component units are legally separate organizations for which the Town is financially accountable or other organizations whose nature and significant relationship with the Town are such that exclusion would cause the Town’s financial statements to be misleading. Financial accountability is defined as the appointment of a voting majority of the component unit’s board, and (i) either the Town’s ability to direct the Organization or (ii) the potential for the Organization to provide a financial benefit to or impose a financial burden on the Town.

Blended component units, although legally separate entities are, in substance, part of the Town’s operations. Accordingly, data from these units are combined with data of the primary government. The discretely presented component unit, on the other hand, is reported in a separate column in the government-wide financial statements to emphasize it is legally separate from the government. Further, the Town is not aware of any entity which would consider itself to be a discrete component unit of the Town.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Blended Component Units –

Town of Horizon City Type 4B Economic Development Corporation (“EDC”) – Established to promote economic development activities within the Town of Horizon City, Texas to eliminate unemployment, encourage public welfare and develop projects of public interest related to sports, culture, tourism, amusement and commerce. The Corporation was established in 2011 and receives 0.25% of sales taxes collected by the Town, as designated by Town Ordinance. The Corporation is reported as a blended component unit as its governing body is appointed by the Town’s Council and the Council has authority to make final approval of the Corporation’s budget. In addition, the Town acts as a fiscal agent and is responsible for monitoring the Corporation’s finances. The Corporation’s activities are reported in the Town’s governmental activities as a special revenue fund. Separate financial statements are not prepared for the Corporation. The Corporation’s fiscal year ends on September 30.

Tax Increment Reinvestment Zone #1 (“TIRZ”) – Established in 2020 and receives 100% of the Town’s portion of the tax increment and a percentage of the tax increment that each taxing unit elects to dedicate to TIRZ, which is then used to foster new development in the Town. TIRZ is reported as a blended component unit because the majority of the governing body consists of members from the Town’s Council. TIRZ’s activities are reported in the Town’s governmental activities as a special revenue fund. The Corporation’s fiscal year ends on September 30. There are no separate financial statements prepared for TIRZ.

Government-Wide and Fund Financial Statements – The government-wide financial statements (the statement of net position and the statement of activities) report information on all activities of the Town. The statement of activities demonstrates the degree to which the direct expenses of a given function or program are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or program, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or program. Taxes and other items not included among program revenues are reported instead as general revenue.

The Town has four major governmental funds. Aggregate non-major governmental funds are reported as a separate column in the fund financial statements.

(Continued)

TOWN OF HORIZON CITY, TEXAS

**NOTES TO FINANCIAL STATEMENTS
(CONTINUED)**

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation – The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, generally including the reclassification or elimination of internal activity (between or within funds). Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. Property tax revenues are recognized in the year for which they are levied.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current fiscal year. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred. Exceptions to this general rule include principal and interest on general long-term debt, which is recognized when due.

Grants and entitlements and interest associated with the current fiscal period are all considered susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered measurable and available only when the Town receives cash.

In addition to assets and liabilities, the government fund balance sheet and the government-wide statement of net position may report separate sections of deferred outflows of resources and deferred inflows of resources. Accounting policies regarding deferred outflows and inflows of resources are explained on Page 36.

Fund Accounting – The Town’s accounting system is operated on a fund basis. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts for recording its assets, liabilities, revenues, expenditures, and fund balances. The various funds are for the purpose of carrying on specific activities or to obtain certain objectives. The various funds are grouped by type in the financial statements.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Accounting (Continued) –

The Town reports the following major governmental funds:

General Fund – The General Fund is the primary operating fund of the Town. It is used to account for all financial resources of the general government, except those accounted for in another fund.

Special Revenue Fund – Federal Grants – This Special Revenue Fund is used to account for the expenditures of federal awards that have been restricted for use in public safety and other departments. Grant revenue is recognized when compliance with the various contract requirements is achieved.

Debt Service Fund – This fund accounts for the accumulation of financial resources for the payment of principal and interest on the Town’s general obligation debt.

Capital Improvements Fund – This fund accounts for the capital expenditures of 2014, 2019, and 2023 Combination Tax and Revenue Certificates of Obligation proceeds designated for use in infrastructure and commercial development projects.

Special Revenue Fund – Street Maintenance – This Special Revenue Fund is used to account for the expenditures of sales taxes reserved for maintaining existing streets. The Fund receives 0.25% of sales tax revenue every year as determined by voter referendum.

Additionally, the Town reports the following non-major governmental funds:

Special Revenue Fund – Economic Development – This Special Revenue Fund is used to account for the expenditures of sales taxes reserved for fostering economic growth in the Town. The Fund receives 0.25% of sales tax revenue every year as determined by voter referendum. Expenditures for economic growth are determined by the Economic Development Corporation, a blended component unit of the Town, and approved by the Town Council.

Special Revenue Fund – State and Local Grants – This Special Revenue Fund is used to account for the expenditures of state and local awards that have been restricted for use in public safety and other emergency spending. Grant revenue is recognized when compliance with the various contract requirements is achieved.

Special Revenue Fund – Special Events – This Special Revenue Fund is used to account for donations committed for environmental work and other special events.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Accounting (Continued) –

Special Revenue Fund – Transportation Reinvestment Zone #2 – This Special Revenue Fund is used to account for tax revenues generated from the incremental tax values on the Transportation Reinvestment Zone #2 created by Town Ordinance pursuant to Section 222.106 of the Texas Transportation Code (“Municipal TRZ Act”). TRZ #2 revenues are restricted for the financing and maintenance of the Eastlake Blvd. Expansion Project.

Special Revenue Fund – Tax Increment Reinvestment Zone – This Special Revenue Fund is used to account for tax revenues generated from the incremental tax values on the Tax Increment Reinvestment Zone #1 created by Town Ordinance pursuant to Chapter 311 of the Texas Tax Code. TIRZ #1 revenues are restricted to foster development in the zone.

Private sector standards of accounting and financial reporting issued prior to December 1, 1989, generally are followed in the government-wide financial statements to the extent that those standards do not conflict with or contradict current guidance of the Governmental Accounting Standards Board.

As a general rule, the effect of the interfund activity has been eliminated from the government-wide financial statements. Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, and fines and forfeitures, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Fiduciary Activities – Effective October 1, 2020, the Town has adopted GASBS No. 84, “*Fiduciary Activities*.” The standard establishes guidance regarding what constitutes fiduciary activities for accounting and financial reporting purposes, the recognition of liabilities to beneficiaries, and how fiduciary activities should be reported. Management has evaluated the criteria established by GASBS No. 84 and has not identified any activities or assets that are required to be reported as fiduciary activities as defined by GASBS No. 84.

Revenues – Exchange and Non-Exchange Transactions – Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the Town, available means expected to be received within 60 days of fiscal year-end. Under the modified accrual basis, interest and charges for services are considered to be both measurable and available at fiscal year-end.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenues – Exchange and Non-Exchange Transactions (Continued) – Non-exchange transactions, in which the Town receives value without directly giving value in return, include grants and donations. On an accrual basis, revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the fiscal year when use is first permitted; matching requirements, in which the Town must provide local resources to be used for a specific purpose; and expenditure requirements, in which the resources are provided to the Town on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must be available before it can be recognized.

Expenses/Expenditures – On an accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable.

Budgets and Budgetary Accounting – The Town is required by the Texas Constitution to adopt an annual balanced budget. The Town Council officially adopts the annual budget ordinance and all project ordinances and has the authority to amend such ordinances. All budgets are prepared on the budgetary basis of accounting as required by Texas law.

Cash and Cash Equivalents and Investments – Funds on deposit were maintained in interest bearing accounts and secured at the balance sheet date by the Federal Deposit Insurance Corporation and U.S. Government Securities.

The Town maintains and controls one major cash pool and one investment pool. The balance and activity in the cash pool and investment pool is allocated to each individual fund of the Town. In addition, the Town holds non-pooled cash and investment accounts discretely presented in separate funds.

Statutes authorize the Town to invest in Certificates of Deposit, repurchase agreements, passbook, bankers' acceptances, and other available bank investments, provided that approved securities are pledged in an amount equal to the amount of funds on deposit.

For presentation in the financial statements, investments with an original maturity of three months or less at the time they are purchased by the Town, are considered to be cash equivalents. Investments with an original maturity of more than three months are reported as investments. Investments are recorded at fair value, which is based on quoted market prices.

(Continued)

TOWN OF HORIZON CITY, TEXAS

**NOTES TO FINANCIAL STATEMENTS
(CONTINUED)**

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property Tax Calendar – The Town is responsible for the assessment, collection, and apportionment of property taxes. The Council levies property taxes on October 1. The certified tax roll from El Paso Central Appraisal District reflected an adjusted taxable value of \$1,453,763,239 for the year ended September 30, 2024. Taxes are due upon receipt of the tax bill and are delinquent if not paid by January 31 of the year following in which levied. On January 1 of each year, a tax lien attaches to property to secure the payment of tax revenues, penalties and interest ultimately imposed. Property tax revenues are considered available when they become due or past due and receivable in the current period. The Town’s 2023-2024 tax rate was \$.574491, per \$100 of assessed valuation. The Town incurred expenditures of \$116,781 for the services provided by El Paso Central Appraisal District for the year ended September 30, 2024.

Grants and Contracts Receivable – Grants and contracts receivable are stated at net realizable value. In determining whether to record an allowance for doubtful accounts, management makes a judgmental determination based on an evaluation of the facts and circumstances related to each account. On September 30, 2024, management determined all outstanding grants and contracts receivable to be fully collectable. Accordingly, no grants and contracts receivable allowance has been established.

Capital Assets – General capital assets generally result from expenditures in the governmental funds. These assets are reported in the governmental activities column of the government-wide statement of net position but are not reported in the fund financial statements. All capital assets are recorded at cost (or estimated historical cost) if purchased or constructed and updated for additions and retirements during the year. Donated capital assets are recorded at estimated fair market value at the date of the donation. The Town maintains a capitalization threshold of \$2,500. The Town maintains infrastructure asset records consistent with all other capital assets. Infrastructure is capitalized upon completion of construction. Improvements are also capitalized. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset’s life are not capitalized. When capital assets are disposed of, the cost and applicable accumulated depreciation are removed from the respective accounts, and the resulting gain or loss is recorded in operations.

Depreciation is determined using the straight-line method over the estimated useful lives of the capital assets.

Estimated useful lives, in years, for depreciable assets are as follows:

Buildings and improvements	40
Right-to-use buildings	40
Machinery and equipment	7
Right-to-use vehicles	7
Office furniture and equipment	5-7
Infrastructure	25

(Continued)

TOWN OF HORIZON CITY, TEXAS

**NOTES TO FINANCIAL STATEMENTS
(CONTINUED)**

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Compensated Absences – The Town’s regular employees are granted compensated absence pay in varying amounts based on length of service. Earned compensated absences may be carried over up to a specified number of hours. Compensated absences are reported as accrued liabilities in the government-wide financial statements. Governmental funds report only compensated absences payable to currently terminating employees which are included in wages and benefits payable.

Pension – For purposes of measuring the net pension liability and other post-employment benefits liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense and other post-employment benefit expenses, information about the fiduciary net position of the Texas Municipal Retirement System Insurance Plan (“TMRS”) and additions to/deductions from TMRS' fiduciary net position have been determined on the same basis as they are reported by TMRS, on the economic resources measurement focus and accrual basis of accounting. For this purpose, Plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments related to benefit plans are reported at fair value.

Long-Term Obligations – In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond discounts and premiums are deferred and amortized over the life of the bonds using a method that approximates the effective interest method. Bonds payable are reported net of the applicable bond discounts or premiums. Bond issuance costs, except for prepaid bond insurance, are reported as expenses in the period incurred.

In the fund financial statements, governmental funds recognize bond premiums and discounts, as well as bond issue costs. Bond and other long-term debt proceeds are reported as another financing source net of applicable premium or discount. Issue costs, even if withheld from the actual net proceeds received, are reported as debt service expenditures.

Deferred Outflows of Resources and Deferred Inflows of Resources – Deferred outflows of resources represent a consumption of net position that applies to a future period which will not be recognized as an outflow of resources until that time. Deferred inflows of resources represent an acquisition of net position that applies to a future period which will not be recognized as an inflow of resources until that time. For the year ended September 30, 2024, the Town recognized deferred outflows of resources and deferred inflows of resources on its government-wide financial statements that were related to pension and other post-employment benefit plans. The fund basis financial statements include deferred inflows of resources related to unavailable property tax revenues.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Balance – Beginning with fiscal year 2011, the Town implemented GASB Statement No. 54, “Fund Balance Reporting and Governmental Fund Type Definitions.” This statement provides more clearly defined fund balance categories to make the nature and extent of the constraints placed on a government’s fund balances more transparent. The following classifications describe the relative strength of the spending constraints:

Nonspendable fund balance – amounts that cannot be spent because they are either not in a spendable form (such as inventories and prepaid amounts) or are legally or contractually required to be maintained. On September 30, 2024, nonspendable fund balance consisted of prepaid expenses in the amount of \$139,542.

Restricted fund balance – amounts that can be spent only for specific purposes because of constraints imposed by external providers (such as grantors). Restricted fund balance in the amount of \$695,444 at September 30, 2024 represents amounts mandated by the State of Texas, the detail of which can be found on Page 66.

Committed fund balance – amounts that can be spent only for specific purposes determined by a resolution of the Town Council, the Town’s highest level of decision-making authority. The committed fund balance of \$39,703,650 is composed of funds for street development and maintenance, economic development, and capital improvement, the detail of which can be found on Page 67.

Assigned fund balance – amounts the Town intends to use for specific purposes that do not meet the criteria to be classified as restricted or committed. Amounts may be assigned by Town Council by resolution.

Unassigned fund balance – amounts that are available for any purpose; these amounts are reported in the Town’s General Fund and Debt Service Fund.

Net Position – Net position is displayed in three components:

- 1) Invested in capital assets, net of related debt – consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of borrowings that are attributable to the acquisition, construction, or improvement of those assets.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Position (Continued) –

- 2) Restricted net position – consists of net position with constraints placed on their use either by a) external groups such as creditors, grantors, contributors, or laws and regulations of other governments, or b) law through constitutional provisions or enabling legislation.
- 3) Unrestricted net position – all other net assets that do not meet the definition of "restricted" or "invested in capital assets, net of related debt."

Net Position/Fund Balance Flow Assumptions – The Town may elect to fund outlays for a particular purpose from both restricted and unrestricted resources. To calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements and restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Town's policy to consider restricted balances to have been depleted before unrestricted balances are applied.

Internal Balances – Amounts reported in the fund financial statements as interfund receivables, payables, and advances, if any, are eliminated in the government-wide governmental columns of the statement of net position.

Estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

Allowance for Doubtful Accounts – Accounts receivable are stated net of an allowance for doubtful accounts. Management periodically evaluates the collectability of its accounts receivable. The allowance for doubtful accounts amounted to \$769 at September 30, 2024.

PRIOR PERIOD ADJUSTMENT

During the current year, the Town identified an error in the prior year's financial statements where a \$354,253 interfund advance from the General Fund to the Capital Improvements Fund was incorrectly recorded as an interfund transfer. This misstatement understated the General Fund's beginning fund balance and overstated the Capital Improvements Fund's balance. A reclassification was made to correct this, increasing the General Fund's beginning balance by \$354,253 and decreasing the Capital Improvements Fund's balance accordingly. This reclassification does not affect total combined fund balance.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

PRIOR PERIOD ADJUSTMENT (CONTINUED)

The following table summarizes the effect of corrected misstatements in previously reported amounts for the statement of revenues, expenditures, and changes in fund balances for governmental funds:

	<u>General Fund</u>	<u>Capital Improvements Fund</u>	<u>Total Governmental Funds</u>
Beginning fund balance, as previously reported	\$5,348,669	\$34,127,161	\$44,038,121
Prior period adjustment	<u>354,253</u>	<u>(354,253)</u>	<u> </u>
Beginning fund balance, as restated	<u>\$5,702,922</u>	<u>\$33,772,908</u>	<u>\$44,038,121</u>

DEPOSITS AND INVESTMENTS

Cash and Cash Equivalents

At September 30, 2024, the reported amount of the Town’s deposits was \$38,017,206 and the bank balance was \$38,005,491. These deposits are held in deposit accounts, money market funds, and intergovernmental investment pools. Cash held in the Capital Improvement Fund in the amount of \$35,208,014 has been committed through Town Ordinance to be used in infrastructure projects. Cash held in the Economic Development Fund in the amount of \$736,360 has been committed through Town Council Ordinance to be used in economic development projects. Cash held in the General Fund totaling \$768,279 has been committed as a stabilization amount through charter requirements. There are other balances other than cash that have been committed through Council Ordinances.

Statutes require the classification of funds held by the Town into three categories:

Category 1 consists of “active” funds – those funds required to be kept in “cash” or “near cash” status for immediate use by the Town. Such funds must be maintained as cash, withdrawable on demand, including negotiable order of withdrawal (NOW) accounts. At September 30, 2024, all deposits held by the Town were classified as Category 1.

Category 2 consists of “inactive” funds – those funds not required for use within the current two-year period of designation of depositories. Inactive funds may be deposited or invested only as certificates of deposit maturing no later than the end of the current period of designation of depositories.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Cash and Cash Equivalents (Continued)

Category 3 consists of “interim” funds – those funds not needed for immediate use but needed before the end of the current period of designation of depositories. Interim funds may be invested or deposited in the following securities:

- 1) Commercial paper;
- 2) Bankers’ acceptances;
- 3) Repurchase agreements;
- 4) Certificates of deposit; and
- 5) Obligation of, or Guaranteed by Governmental Agencies, such as letters of credit or direct obligations.

Custodial credit risk for deposits is the risk that in the event of a bank failure, the Town’s deposits may not be returned, or the Town will not be able to recover collateral securities in the possession of an outside party. The Town’s investment policy requires that bank deposits, including certificates of deposits and repurchase agreements, be 100% secured by collateral valued at market less the amount covered by the Federal Deposit Insurance Corporation (FDIC). Collateral agreements must be approved prior to deposit of funds. The Council approves and designates a list of authorized depository institutions based on evaluation of solicited responses and certifications provided by financial institutions and recommendations of an evaluation committee.

In addition, the Town requires that any deposits in intergovernmental investment pools be approved by resolution of the Town Council. Investment pools are also required to meet certain minimum ratings to be monitored on a monthly basis. Any investment pool that fails to meet the minimum required ratings shall be liquidated.

Custodial Credit Risk - Bank deposits were insured by the FDIC up to \$250,000. Money market funds are insured by the SIPC up to \$500,000. The Town has an investment policy which requires collateralization for bank deposits, certificates of deposits, and repurchase agreements. Management evaluates the exposure to credit risk for deposits exceeding the amount insured by the FDIC and SIPC by comparing the amounts of cash on-hand to collateral funds. On September 30, 2024, pledged collateral funds securing the Town’s deposits had a fair market value of \$4,759,934, which exceeded the combined bank balance for WestStar Bank of \$3,376,656.

The Town’s investment policy does not require that deposits held in investment accounts or intergovernmental investment pools be collateralized as long as they meet requirements established by the Public Funds Investments Act. On September 30, 2024, cash equivalents held in investment accounts totaling \$2,248,222 were insured by the FDIC up to \$1,495,936 and cash equivalents held in intergovernmental pools totaling \$3,380,613 were not insured. Management monitors credit ratings of intergovernmental pools, as well as the composition of its cash equivalents held in investment accounts, and does not believe the Town is exposed to any significant credit risk.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Cash and Cash Equivalents (Continued)

Intergovernmental Investment Pools – LOGIC is a local government investment pool organized and existing as a business trust under the laws of the State of Texas with all participant funds and all investment assets held and managed in trust by a Board of Trustees for the benefit of the participants. The units in LOGIC have not been registered under the Securities Act of 1933, as amended, or any state securities law. Its general investment objective is safety of principal, liquidity in accordance with the operating requirements of the participants, and a competitive rate of return. The portfolio seeks to maintain a net asset value of \$1.00 per unit and is designed to be used for investment of funds which may be needed at any time. LOGIC’s Board of Trustees has determined, in good faith, that it is in the best interests of the portfolio and the unitholders to maintain a stable net asset value of \$1.00 per unit, by virtue of utilization of the amortized cost method which generally approximates the market value of the assets and has been deemed to be a proxy for fair value. The portfolio will continue to use this method only so long as the Board believes that it fairly reflects the market-based net asset value per unit. Units of LOGIC are currently rated “AAAm” by Standard & Poor’s. Further information is available at the LOGIC website www.logic.org. The Town held \$32,380,613 in LOGIC at September 30, 2024. The Town’s investment policy does not require deposits in intergovernmental investment pools to be collateralized as long as they meet certain risk ratings.

Investments

The Town’s investments are categorized to give an indication of the level of risk assumed by the Town at fiscal year-end. The categories are described as follows:

- Category A: Insured, registered, or securities held by the Town or its agent in the Town’s name.
- Category B: Uninsured and unregistered, with securities held by the counterparty’s trust department or agent in the Town’s name.
- Category C: Uninsured and unregistered, with securities held by the counterparty, or its trust department or agent, but not in the Town’s name.

The investment of surplus funds is governed by a policy of the Town. Investments in collateral mortgage obligations are prohibited. The maximum allowable stated maturity of any authorized investment type cannot exceed two years to maturity.

Investments held in the Economic Development Fund in the amount of \$852,263 have been committed through Town Council Ordinance to be used in economic development projects. There are other balances other than investments that have been committed through Council Ordinances.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (Continued)

Investments consist of the following at September 30, 2024:

	<u>Category</u>	<u>Carrying Amount</u>	<u>Fair Value</u>
General Fund	A	\$5,047,215	\$ 5,047,215
Federal Grants Fund	A	3,275,472	3,275,472
Street Maintenance Fund	A	1,993,958	1,993,958
Aggregate Non-Major Funds	A	<u>879,084</u>	<u>879,084</u>
Total		<u>\$11,195,729</u>	<u>\$11,195,729</u>

The Town’s investments consisted of certificates of deposit with maturities in excess of three months and U.S. Treasury Money Market Funds. The Town invests in Money Market Funds that seek to maintain a net asset value of \$1.00 per unit, as determined by using the total market value of all the securities using the amortized cost method, and are designed to be used for investment of funds which may be needed at any time. The Town has established a pooled investment account with a carrying balance of \$7,002,505, that has been allocated among various funds. All investments are maintained in eight separate financial institutions in the name of the Town. All certificates of deposit are fully insured by the FDIC.

Concentration of Credit Risk – The Town shall not invest more than 50% of its total deposits and investments with a single issuer, except for intergovernmental investment pools and U.S. Treasury Securities. At September 30, 2024, the Town had the following investments in single issuers representing more than five percent of the total investments on-hand (excluding intergovernmental investment pools):

Issuer A – 100% U.S. Treasury Money Market Funds	<u>\$6,000,000</u>
Total	<u>\$6,000,000</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

PROPERTY TAX AND OTHER RECEIVABLES

Property tax and other receivables consist of the following at September 30, 2024:

	<u>Gross</u>	<u>Allowance for Uncollectible Accounts</u>	<u>Net</u>
Governmental activities:			
Property taxes, current	\$370,824	\$	\$370,824
Property taxes, delinquent	<u>111,043</u>	—	<u>111,043</u>
Property taxes, total	481,867		481,867
Other	<u>6,554</u>	<u>(769)</u>	<u>5,785</u>
Total governmental activities	<u>\$488,421</u>	<u>\$(769)</u>	<u>\$487,652</u>

GRANTS RECEIVABLE

Grants receivable arise from amounts due to the Town from granting agencies for allowable expenditures not reimbursed at year-end. Grants receivable consisted of the following at September 30, 2024:

Stone Garden	\$23,224
Border Star	17,729
STEP- Click it or Ticket Mobilization	1,413
Texas Department of Transportation	<u>1,286</u>
 Total	 <u>\$43,652</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

INTERFUND RECEIVABLES AND PAYABLES

The composition of the Town’s interfund balances as of September 30, 2024 is as follows:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
Economic Development	General Fund	\$ 797,378
General Fund	Capital Improvements	354,253
General Fund	Transportation Reinvestment Zone #2	150,000
General Fund	Debt Service	153,908
Debt Service	General Fund	98,372
Street Maintenance	General Fund	28,913
Street Maintenance	Debt Service	<u>1,063</u>
Total interfund receivables and payables		<u>\$1,583,887</u>

The composition of the Town’s transfers as of September 30, 2024 is as follows:

	<u>Transfers In</u>	<u>Transfers Out</u>
General Fund	\$ 120	\$ 39,257
Debt Service	180,829	
Capital Improvements Fund		151,692
Special Events Fund	<u>10,000</u>	<u> </u>
Total	<u>\$190,949</u>	<u>\$190,949</u>

The Town’s Special Events Fund’s only source of revenue during the year ended September 30, 2024, was interest income, therefore the General Fund transferred \$10,000 to cover expenses. The Capital Improvements Fund transferred \$120 to the General Fund to cover the cost of miscellaneous infrastructure costs. In addition, the Capital Improvements Fund and the General Fund transferred a combined total of \$180,829 to the Debt Service Fund to cover the cost of an arbitrage payment related to the Town’s 2019 Bond Certificates.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

CAPITAL ASSETS

Capital asset activity for the Town for the year ended September 30, 2024, was as follows:

	September 30, 2023	Increases	Decreases	Transfers	September 30, 2024
Non-depreciable assets:					
Land	\$ 876,527	\$	\$(372,958)	\$1,144,021	\$ 1,647,590
Construction in progress	<u>6,625,708</u>	<u>5,169,760</u>	<u> </u>	<u>(4,293,165)</u>	<u>7,502,303</u>
Total non-depreciable capital assets	<u>7,502,235</u>	<u>5,169,760</u>	<u>(372,958)</u>	<u>(3,149,144)</u>	<u>9,149,893</u>
Depreciable assets:					
Building and improvements	851,522				851,522
Right-of-use building leases	640,430				640,430
Equipment	3,603,638	371,048			3,974,686
Right-of-use vehicle leases	1,199,047	247,167	(36,709)		1,409,505
Intangibles	279,677				279,677
Infrastructure	<u>51,358,219</u>	<u>5,320</u>	<u> </u>	<u>3,149,144</u>	<u>54,512,683</u>
Total depreciable capital assets	<u>57,932,533</u>	<u>623,535</u>	<u>(36,709)</u>	<u> </u>	<u>61,668,503</u>
Accumulated depreciation:					
Building and improvements	(545,640)	(48,430)			(594,070)
Right-of-use building leases	(204,206)	(118,696)			(322,902)
Equipment	(2,791,511)	(255,568)			(3,047,079)
Right-of-use vehicle leases	(747,001)	(129,634)	36,709		(839,926)
Intangibles	(98,011)	(25,803)			(123,814)
Infrastructure	<u>(11,553,156)</u>	<u>(2,659,636)</u>	<u> </u>	<u> </u>	<u>(14,212,792)</u>
Total accumulated depreciation	<u>(15,939,525)</u>	<u>(3,237,767)</u>	<u>36,709</u>	<u> </u>	<u>(19,140,583)</u>
Depreciable capital assets, net	<u>41,993,008</u>	<u>(2,614,232)</u>	<u> </u>	<u> </u>	<u>42,527,920</u>
Total capital assets, net	<u>\$ 49,495,243</u>	<u>\$2,555,528</u>	<u>\$(372,958)</u>	<u>\$ </u>	<u>\$51,677,813</u>

(Continued)

**TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)**

CAPITAL ASSETS (CONTINUED)

Depreciation expense was charged to functions/programs of the government for the year ended September 30, 2024 as follows:

Community development	\$1,768,873
Parks and recreation	820,807
Public safety – police	374,656
Storm water	145,747
Administration	66,355
Planning	25,803
Finance	10,630
Public works	9,819
Public services	8,139
Code enforcement	5,639
IT	<u>1,299</u>
Total provisions for depreciation	<u>\$3,237,767</u>

DEFERRED REVENUE

Deferred revenue was composed of the following at September 30, 2024:

Coronavirus State and Local Fiscal Recovery Funds (SLFRF), authorized by the American Rescue Plan Act (ARPA)	\$3,538,668
Forfeiture funds received from Customs and Border Protection	<u>101,128</u>
Total deferred revenue	<u>\$3,639,796</u>

During the year ended September 30, 2022, the Town received a total of \$4,876,630 in SLFRF funds. Only \$1,337,962 has been spent as of September 30, 2024, therefore the remaining balance remains in deferred revenue. The Department of Treasury of the United States released a Final Rule stating funds are to be spent in four broad categories: public health and economic impacts, premium pay, general government revenue loss, and investments in water, sewer, and broadband. SLFRF funds may be used to cover eligible costs incurred during the period that begins on March 3, 2021 and ends December 31, 2024, as long as the award funds for the obligations incurred by December 31, 2024 are expensed by December 31, 2026.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

LONG-TERM DEBT

The following is a summary of changes in long-term debt for the year ended September 30, 2024:

	Balance at September 30,2023	Additions	Reductions	Balance at September 30,2024	Due Within One Year
Compensated absences	\$ 419,349	\$370,672	\$ (365,373)	\$ 424,648	\$ 49,254
Intergovernmental payable (direct borrowings)	3,161,754		(652,679)	2,509,075	28,596
Bonds payable, net (direct placement)	49,937,680		(1,061,017)	48,876,663	990,000
Leases					
Vehicles	332,912	228,779	(174,318)	387,373	92,335
Buildings	440,402		(106,050)	334,352	89,842
Net pension liability	1,571,184		(106,267)	1,464,917	
Other post-employment benefit liability	66,385	14,610		80,995	
Rebatable arbitrage liability	<u> </u>	<u>367,751</u>	<u> </u>	<u>367,751</u>	<u> </u>
	<u>\$55,929,666</u>	<u>\$981,812</u>	<u>\$(2,465,704)</u>	<u>\$54,445,774</u>	<u>\$1,250,027</u>

For governmental activities, compensated absences and leases are liquidated by the general fund. Intergovernmental payable is liquidated by the Transportation Reinvestment Zone #2 special revenue fund. General obligation bonds issued for governmental activity purposes are liquidated by the debt service fund.

Compensated absences

The Town's leave policy allows employees to accumulate paid time off up to 80 hours per year with a maximum accumulation of 800 hours. Upon termination, any accumulated paid time off will be paid to the employee. As of September 30, 2024, employees had approximately 12,753 hours of accumulated paid-time-off.

Total accrued compensated absences \$424,648

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

LONG-TERM DEBT (CONTINUED)

Intergovernmental payable – CRRMA construction liability (Direct Borrowings)

The Town entered into an interlocal agreement with the County of El Paso (“the County”) and the Camino Real Regional Mobility Authority (“the Authority”), to provide funding for improvements to Eastlake Blvd. referred to as the “Eastlake Blvd. Phase 2 Roadway Improvement Project.” The Project is defined in the Town’s Ordinance No. 0219 and includes design and reconstruction of the existing roadway, with the possibility of adding new connections between other existing roadways, pedestrian improvements, and aesthetic improvements such as landscaping and public arts. The Town has committed to repay the Authority for 22.7% of the construction cost of the project. The construction of the Project was finished on April 4, 2018. The Town will make annual payments commencing on May 1, 2020, and on May 1st each year thereafter until the final payment date in 2036 when any remaining outstanding balance shall be due and payable. The parties agree that the applicable interest rate payable by the Town shall be 3.73% simple, per annum. Total revenues generated by the Town’s Transportation Reinvestment Zone #2 have been pledged to pay the entire outstanding balance.

\$2,509,075

Future minimum principal payments due on the intergovernmental payable are as follows:

<u>Year Ending September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt Service</u>
2025	\$ 28,596	\$ 89,351	\$ 117,947
2026	177,811	82,957	260,768
2027	236,190	74,464	310,654
2028	286,325	64,168	350,493
2029	339,954	51,944	391,898
2030-2033	<u>1,440,199</u>	<u>63,603</u>	<u>1,503,802</u>
Totals	<u>\$2,509,075</u>	<u>\$426,487</u>	<u>\$2,935,562</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

LONG-TERM DEBT (CONTINUED)

Bonds Payable (Direct Placements)

The Town issued \$750,000 of Public Improvement Revenue Bonds, Series 2005 to finance the cost of rehabilitation and improvements to infrastructure. Interest only payments are due at an interest rate of 3.95% from date of issuance through February 23, 2007. Varying principal and interest payments are due semi-annually beginning August 15, 2007 through August 2029. \$ 245,000

The Town issued \$14,675,000 of Combination Tax and Revenue Bonds, Series 2014 to finance the cost of rehabilitation and improvements to infrastructure. Interest only payments are due at 4% of face value from the date of issuance through February 2017. Interest rate varies from 3.25% to 4.0% over the term of the bonds. Varying principal and interest payments are due semi-annually beginning August 15, 2017 through August, 2038. The original bond issue included a \$532,500 offering premium to be amortized over the life of the bond. The effective yield rate is approximately 3.65%. 10,700,000

The Town issued \$11,830,000 of Combination Tax and Revenue Certificates of Obligation, Series 2019 to finance the cost of rehabilitation and improvements to infrastructure. Interest only payments are due at 3% of face value from the date of issuance through June 2019. Interest rate varies from 3% to 5% over the term of the bonds. Varying principal and interest payments are due semi-annually beginning August 15, 2020 through August, 2043. The original bond issue included a \$1,416,005 reoffering premium to be amortized over the life of the bond. The effective yield rate is approximately 3.18%. 10,385,000

The Town issued \$25,410,000 of Combination Tax and Revenue Certificates of Obligation, Series 2023 to finance the cost of construction projects as well as new municipal facilities. Interest only payments are due at 2.25% of face value from the date of issuance through February 2027. Interest rate varies from 4% to 5% over the term of the bonds. Varying principal and interest payments are due semi-annually beginning August 15, 2027 through August, 2048. The original bond issue included a \$745,293 reoffering premium to be amortized over the life of the bond. The effective yield rate is approximately 4.12%. 25,410,000

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

LONG-TERM DEBT (CONTINUED)

Bonds Payable (Direct Placements) (Continued)

Total bonds payable outstanding (Direct Placements)	\$46,740,000
Unamortized bond premium	<u>2,136,663</u>
 Total bonds payable, net	 48,876,663
Less amount due in one year	<u>990,000</u>
 Amount due after one year	 <u>\$47,886,663</u>

Annual debt service for the outstanding bonds, as shown on Page 49-50, is as follows:

<u>Year Ending</u> <u>September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt</u> <u>Service</u>
2025	\$ 990,000	\$ 2,009,606	\$ 2,999,606
2026	1,030,000	1,970,038	3,000,038
2027	1,765,000	1,925,159	3,690,159
2028	1,840,000	1,843,835	3,683,835
2029	1,925,000	1,764,004	3,689,004
2030-2034	10,710,000	7,452,500	18,162,500
2035-2039	12,245,000	4,910,338	17,155,338
2040-2044	9,685,000	2,624,895	12,309,895
2045-2048	<u>6,550,000</u>	<u>731,719</u>	<u>7,281,719</u>
 Totals	 <u>\$46,740,000</u>	 <u>\$25,232,094</u>	 <u>\$71,972,094</u>

Totals of principal and interest components equal required minimum payments for periods shown, and total principal equals the net present value of these bonds and notes.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

LONG-TERM DEBT (CONTINUED)

The portion of Series 2014 bond certificates having a stated maturity of August 15, 2036 and August 15, 2038 are subject to mandatory sinking fund redemption prior to maturity at face value plus any accrued interest at the redemption date on the respective dates and in principal amounts as follows:

4% Term Certificates due August 15, 2036, priced to yield 4.05%:

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 2035	\$860,000
August 15, 2036	\$895,000

4% Term Certificates due August 15, 2038, priced to yield 4.09%:

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 2037	\$935,000
August 15, 2038	\$970,000

The portion of Series 2019 bond certificates having a stated maturity of August 15, 2043 is subject to mandatory sinking fund redemption prior to maturity at face value plus any accrued interest at the redemption date on the respective dates and in principal amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount</u>
August 15, 2040	\$685,000
August 15, 2041	\$710,000
August 15, 2042	\$740,000
August 15, 2043	\$770,000

No portion of Series 2023 bond certificates is subject to mandatory sinking fund redemption.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

LONG-TERM DEBT (CONTINUED)

Leases

The Town entered into a master lease agreement with Enterprise Fleet Management Trust for the use of vehicles needed for the public safety and code enforcement departments. Management estimates that up to 32 vehicles will be leased over a period of five years. During the year ended September 30, 2019, the Town had entered into 16 lease contracts with similar terms and conditions. The original leased principal for these 16 agreements is \$521,055. At September 30, 2020, the Town had entered into 6 additional lease contracts. The original leased principal for the additional 6 agreements is \$188,134. At September 2021, the Town terminated one of the prior leases and entered into one lease that replaced the old agreement. The original leased principal for the new lease is \$35,565. At September 2022, the Town had entered into 5 additional lease contracts with a leased principal value of \$166,614. At September 30, 2023, the Town terminated two of the prior lease agreements and entered into two new leases to replace the terminations, as well as one additional lease. The original leased principal for the 3 agreements, is \$83,392. During the year ended, September 30, 2024, the Town terminated two prior leases and entered into four new agreements to replace such terminations and additionally, entered into three new leases. The original leased principal for the 7 additional leases is \$228,779. The agreements have varying monthly payments, which range from \$381 to \$1,053, and include implicit interest rates varying from 5.28% to 16.71% per annum. The lease agreements' maturity dates vary from October 2023 to May 2029 and are secured by vehicles.

Total vehicle lease obligations	\$387,373
Less amount due in one year	<u>92,335</u>
Amount due in more than one year	<u>\$295,038</u>

The Town entered into a lease agreement for the use of headquarters space for the Town of Horizon City Type 4B Economic Development Corporation. The lease agreement has a term of twenty-four months. The agreement was extended two additional years beginning April 2023 at a rate of \$3,400 per month. The Town also extended its lease agreement for the court and police department building through June 30, 2028, at a rate of \$6,750 per month through June 30, 2026, and increases to \$8,250 per month through June 30, 2028. The implicit interest rates of these leases are 4.06% and 4.13%, respectively.

Total building lease obligations	\$334,352
Less amount due in one year	<u>89,842</u>
Amounts due in more than one year	<u>\$244,510</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

LONG-TERM DEBT (CONTINUED)

Leases (Continued)

Annual debt service for the lease obligations is as follows:

<u>Year Ending September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Debt Service</u>
2025	\$182,177	\$ 47,526	\$229,703
2026	183,573	34,573	218,146
2027	201,232	18,617	219,849
2028	124,325	7,337	131,662
2029	<u>30,418</u>	<u>1,447</u>	<u>31,865</u>
Totals	<u>\$721,725</u>	<u>\$109,500</u>	<u>\$831,225</u>

Amortization expense for leased vehicles is included in total depreciation expense recognized for the year. At September 30, 2024, total leased vehicles and buildings had a carrying balance of \$569,579 and \$317,528, respectively. Total amortization recognized in 2024 was \$248,330.

Arbitrage Rebate Payable

The Town's bond agreements are subject to rebatable arbitration requirements for any interest earnings in excess of amounts allowed by applicable federal tax requirements that are earned from investing gross bond proceeds in accordance with the Town's investment policy. The Town has determined that committed funds related to bond proceeds from its \$25,410,000 Combination Tax and Revenue Bond Series 2023 bond, issued on August 15, 2023, will not be spent in full prior to the exempt period.

Accordingly, the Town has engaged a loan specialist with the required qualifications to determine the estimated amount of rebatable arbitration from interest earnings that will be due at the applicable reporting deadlines, which typically occur five years after the funding of the bonds. As of September 30, 2024, the initial estimate for a potential rebatable liability is approximately \$367,751. The amount is subject to change pending any investment activity and expenditure of the remaining project funds occurring through the completion of the project. The estimated liability has been included in the government-wide statement of net position as accrued rebatable arbitrage.

Additionally, the Town made a yield restriction payment of \$180,829 during the fiscal year related to its Combination Tax and Revenue Bond series 2019, which has been included in interest expense in the governmental funds financial statements.

(Continued)

TOWN OF HORIZON CITY, TEXAS

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

EMPLOYEE PENSION PLAN

Plan Description – The Town participates as one of 934 plans in the defined cash-balance plan administered by the Texas Municipal Retirement System (TMRS). TMRS is a statewide public retirement plan created by the State of Texas and administered in accordance with TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for employees of Texas participating cities. The TMRS Act places the general administration and management of TMRS with a six-member, Governor-appointed Board of Trustees; however, TMRS is not fiscally dependent on the State of Texas. TMRS issues a publicly available Comprehensive Annual Financial Report (Annual Report) that can be obtained at tmrs.com. All eligible employees of the Town are required to participate in TMRS.

Benefits – TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the Town, within the options available in the state statutes governing TMRS.

At retirement, the member's benefit is calculated based on the sum of the member's contributions, with interest, and the Town-financed monetary credits with interest. The retiring member may select one of three monthly benefit payment options. Members may also choose to receive a portion of their benefit as a partial lump sum distribution in an amount equal to 12, 24 or 36 monthly payments, which cannot exceed 75% of the total member contributions and interest.

The Town's city-financed monetary credits are composed of prior service credits and current service credits. Prior service credit, granted by each city joining TMRS, is a monetary credit equal to the accumulated value of the percentage of prior service credit, current service credit and updated service credit adopted times an employee's deposits that would have been made, based on the average salary prior to participation, for the number of months the employee has been employed, accruing 3% annual interest, and including the matching ratio adopted by the Town. In August 2021, the Town elected to offer restricted prior service credit.

Prior service credit is a monetary credit that the Town may grant to eligible employees when the Town joined TMRS. The credit is used in calculating the employee's retirement benefit and is based on compensation they earned while working for the Town before the Town joined TMRS.

Current service credits are monetary credits for service performed by an employee after the Town joins TMRS and are based on a percentage (100%, 150%, or 200%) of the employee's total contributions and interest credits. The Town designates the rate of their employee contributions and interest is credited on contribution balances annually at a guaranteed minimum 5% rate. A change in the Town's matching ratio is applied prospectively.

Updated Service Credit (USC) is a monetary credit the Town may grant to active members. The USC calculation is performed annually on a member's account and may grant supplemental financial credits. The USC calculation considers a member's salary history and the Town's plan changes and may increase the value of a member's benefit at retirement.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

EMPLOYEE PENSION PLAN (CONTINUED)

Benefits (Continued) – Members in the Town of Horizon City, Texas can retire at age 60 or with 20 years of service regardless of age and are vested after 5 years. Members may work for more than one TMRS city during their career. If an individual has become vested in one TMRS city, he or she is immediately vested upon employment with another TMRS city. Similarly, once a member has met the eligibility requirements for retirement in a TMRS city, he or she is eligible in other TMRS cities as well.

The Town elected to grant 100% prior service cost to all participating employees and has elected a matching percentage of 150%. In addition, the Town elected to participate in the Supplemental Death Benefits Fund of the System for each of the Town’s employees who are members of the system for the purpose of providing in-service death benefits and post-retirement death benefits.

Employees Covered by Benefit Terms

Inactive employees or beneficiaries currently receiving benefits:	9
Inactive employees entitled to but not yet receiving benefits:	37
Active employees:	<u>84</u>
 Total	 <u>130</u>

Contributions – Member contribution rates in TMRS are either 5%, 6%, or 7% of the Member’s total compensation, and the city matching percentages are either 100%, 150% or 200%, both as adopted by the governing body of the city. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The city’s contribution rate is based on the liabilities created from the benefit plan options selected by the city and any changes in benefits or actual experience over time.

Employees of the Town were required to contribute 5% of their annual gross earnings during the fiscal year 2024. The contribution rates for the Town were 5.75% and 5.46% in calendar years 2023 and 2024, respectively, for both the defined cash-balance pension plan and the Supplemental Death Benefits Fund. The Town’s contributions to TMRS were \$286,179 during the year ended September 30, 2024. Contributions to the supplemental benefit funds are only recognized when benefits are paid. There were no payments made from the supplemental benefits fund during the year ended September 30, 2024.

(Continued)

TOWN OF HORIZON CITY, TEXAS

**NOTES TO FINANCIAL STATEMENTS
(CONTINUED)**

EMPLOYEE PENSION PLAN (CONTINUED)

Employees Covered by Benefit Terms (Continued)

At the December 31, 2023, valuation and measurement date, the following data was used by the Plan's actuary to determine the Town's contribution rate:

Annual payroll:	\$4,623,703
Average age of contributing members:	40.7
Average length of service in years of contributing members:	6.8

Net Pension Liability – The "Net Pension Liability" ("NPL") is the difference between the "Total Pension Liability" ("TPL") and the Plan's Fiduciary Net Position" ("FNP") at the December 31, 2023 valuation and measurement date. The TPL is the present value of pension benefits that are allocated to current members due to past service by entry age normal actuarial cost method. The TPL includes benefits related to projected salary and service. The FNP is determined on the same basis used by the pension plans.

The Total Pension Liability in the December 31, 2023, actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Overall payroll growth	2.75% per year, adjusted for population declines, if any
Investment rate of return	6.75%, net of pension plan investment expense, including inflation

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with 110% of Public Safety table used for males and 100% the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates for actives, healthy retirees and beneficiaries are projected on fully generational basis by the most recent Scale MP-2021 to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees are used with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale MP-2021 (with immediate convergence) to account for future mortality improvements subject to the 3% floor.

(Continued)

TOWN OF HORIZON CITY, TEXAS

**NOTES TO FINANCIAL STATEMENTS
(CONTINUED)**

EMPLOYEE PENSION PLAN (CONTINUED)

Net Pension Liability (Continued) – The actuarial assumptions were primarily developed from the actuarial investigation of the experience of TMRS over the four year period from December 31, 2018 to December 31, 2022. The assumptions were adopted in 2023 and first used in the December 31, 2023 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined by weighting the expected return for each major asset class by the respective target asset allocation percentage. The target allocation and best estimates of real rates of return for each major asset class in plan year 2023 are summarized in the following table:

Long-Term Expected Real <u>Asset Class</u>	<u>Target Allocation</u>	<u>Rate of Return (Arithmetic)</u>
Global equity	35%	6.70%
Core fixed income	6%	4.70%
Non-core fixed income	20%	8.00%
Other public and private markets	12%	8.00%
Real estate	12%	7.60%
Private equity	10%	11.60%
Hedge funds	5%	6.40%

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

EMPLOYEE PENSION PLAN (CONTINUED)

Net Pension Liability (Continued) – Significant assumptions and units used to measure net pension liability are summarized in the following table:

<u>Net Pension Liability/ (Asset)</u>	<u>December 31, 2023</u>
Total pension liability	\$3,894,350
Fiduciary net position	<u>2,429,433</u>
Net pension liability/(asset)	<u>\$1,464,917</u>
Fiduciary net position as a percentage of total pension liability	62.38%
Pensionable covered payroll	\$4,623,703
Net pension liability as a percentage of covered payroll	31.68%
Single discount rate	6.75%
Long-term expected rate of return, net of investment expense	6.75%
Municipal bond rate (1)	3.77%

(1) The rate is based on the Fidelity Index’s “20-Year Municipal GO AA Index” daily rate closest to but not later than the Measurement Date.

Discount Rate – The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that Member and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan’s Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive Members; therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

(Continued)

TOWN OF HORIZON CITY, TEXAS

**NOTES TO FINANCIAL STATEMENTS
(CONTINUED)**

EMPLOYEE PENSION PLAN (CONTINUED)

Schedule of Changes in Net Pension Liability/(Asset) – The change in the reported net pension liability for the measurement period ended December 31, 2023 is as follows:

	<u>Total Pension Liability (a)</u>	<u>Increase (Decrease) Fiduciary Net Position (b)</u>	<u>Net Pension Liability/ (Asset) (a)-(b)</u>
Balance as of December 31, 2022	\$3,388,499	\$1,817,315	\$1,571,184
Changes for the year:			
Service cost	358,337		358,337
Interest on total pension liability	237,842		237,842
Difference between expected and actual experience	(4,241)		(4,241)
Benefit payments, including refunds of contributions	(88,150)	(88,150)	
Change in assumptions	2,063		2,063
Net investment income		213,353	(213,353)
Administrative expenses		(1,338)	1,338
Other		(9)	9
Employee contributions		231,185	(231,185)
Employer contributions	<u> </u>	<u>257,077</u>	<u>(257,077)</u>
Balance as of December 31, 2023	<u>\$3,894,350</u>	<u>\$2,429,433</u>	<u>\$1,464,917</u>

A schedule of Changes in Net Pension Liability and Related Ratios, in addition to the information above, includes multi-year trend information and is presented in the Required Supplementary Information section and can be found on page 81 of this report.

Sensitivity Analysis – The following presents the net pension liability of the Town, calculated using the discount rate of 6.75%, as well as what the Town’s net pension liability would be if it were calculated using a discount rate that is one percentage point lower (5.75%) or one percentage point higher (7.75%) than the current rate as of December 31, 2023:

	<u>1% Decrease in Discount Rate (5.75%)</u>	<u>Current Discount Rate (6.75%)</u>	<u>1% Increase in Discount Rate (7.75%)</u>
Net Pension Liability	<u>\$2,115,232</u>	<u>\$1,464,917</u>	<u>\$935,002</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS

**NOTES TO FINANCIAL STATEMENTS
(CONTINUED)**

EMPLOYEE PENSION PLAN (CONTINUED)

Pension Plan Fiduciary Net Position – Detailed information about the pension plan’s Fiduciary Net Position is available in the Schedule of Changes in Fiduciary Net Position by Participating City. That report may be obtained at tmrs.com.

Net Pension Expense – Pension expense for the year ended September 30, 2024, is recognized by the Town as follows:

<u>Pension Expense/ (Income)</u>	<u>January 1, 2023 to December 31, 2023</u>
Service cost	\$358,337
Interest on total pension liability	237,842
Employee contributions	(231,185)
Projected earnings on plan investments	(122,669)
Administrative expenses	1,338
Other changes in fiduciary net position	9
Recognition of current year outflow (inflow) of resources-liabilities	(276)
Recognition of current year outflow (inflow) of resources-assets	(18,137)
Amortization or prior year outflows (inflows) of resources-liabilities	(11,028)
Amortization or prior year outflows (inflows) of resources-assets	<u>24,576</u>
Net pension expense	<u>\$238,807</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

EMPLOYEE PENSION PLAN (CONTINUED)

Net Pension Expense (Continued) – As of September 30, 2024, the deferred outflows and inflows of resources related to the pension are as follows:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Contributions made subsequent to measurement date	\$215,238	\$
Changes in pension assumptions	1,800	785
Difference between actual and expected pension experience	5,733	77,964
Difference between expected and actual investment earnings	<u>137,557</u>	<u>102,619</u>
Total	<u>\$360,328</u>	<u>\$181,368</u>

Deferred outflows of resources related to pensions reported \$215,238 resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending September 30, 2024. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending December 31,

2024	\$215,969
2025	2,021
2026	16,410
2027	(29,440)
2028	(11,304)
Thereafter	<u>(14,696)</u>
Total	<u>\$178,960</u>

At September 30, 2024, the Town had outstanding contributions due to the Plan in the amount of \$40,439.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

POST-EMPLOYMENT BENEFITS OTHER THAN PENSIONS

Plan Description – The Town offers a defined benefit group-term life insurance plan known as the Supplemental Death Benefits Fund (SDBF), which is administered by the Texas Municipal Retirement System (TMRS). The SDBF is a voluntary program in which participating member cities may elect, by ordinance, to provide group-term life insurance coverage for their active members, including or not including retirees. The SDBF covers both active and retiree benefits with no segregation of assets, and therefore, doesn’t meet the definition of a trust under GASB Statement 75 and as such the SDBF is considered to be an unfunded OPEB plan. The retiree portion of the SDBF is considered a single employer, defined benefit OPEB plan. There are no assets accumulated in a trust that meets the criteria in paragraph 4 of GASB 75.

Benefits – The death benefit for active Members provides a lump-sum payment approximately equal to the Member’s annual salary (calculated based on the Member’s actual earnings for the 12-month period preceding the month of death). The death benefit for retirees is an “other post-employment benefit” and is a fixed amount of \$7,500.

At the December 31, 2023 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits:	9
Inactive employees entitled to but not yet receiving benefits:	5
Active employees:	<u>84</u>
 Total	 <u>98</u>

Contributions – The Town contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year. The intent is not to pre-fund retiree term life insurance during employees’ entire careers.

Total OPEB Liability – The total OPEB liability in the December 31, 2023 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Methods and Assumptions

Inflation	2.50%
Salary increases	3.60% to 11.85%, including inflation
Discount rate (1)	3.77%

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

POST-EMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

Total OPEB Liability (Continued) –

Retirees' share of benefit-related costs	\$0
Administrative expenses	All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68.
Mortality rates – service retirees	2019 Municipal Retirees of Texas Mortality Tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates are projected on a fully generational basis with the most recent Scale MP-2021(with immediate convergence).
Mortality rates – disabled retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale MP-2021 (with immediate convergence) to account for future mortality improvements subject to the 3% floor.

(1) The discount rate was based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of December 31, 2023.

The actuarial assumptions used in the December 31, 2023 valuation, were based on the results of an actuarial experience study for the period December 31, 2022.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

POST-EMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

Schedule of Changes in Total OPEB Liability – The change in the reported OPEB liability for the measurement period ended December 31, 2023, is as follows:

	<u>Total OPEB Liability</u>
Balance as of December 31, 2022	\$66,385
Changes for the year:	
Service cost	7,860
Interest on total OPEB liability	2,838
Differences between expected and actual experience	(1,436)
Changes in assumptions or other inputs	5,810
Benefit payments	<u>(462)</u>
Balance as of December 31, 2023	<u>\$80,995</u>
Total OPEB Liability as a Percentage of Covered Payroll	<u>1.75%</u>

Sensitivity Analysis – The following presents the Total OPEB liability of the Town, calculated using the discount rate of 3.77%, as well as what the Town’s net pension liability would be if it were calculated using a discount rate that is one percentage point lower (2.77%) or one percentage point higher (4.77%) than the current rate as of December 31, 2023:

	1% Decrease in Discount Rate <u>(2.77%)</u>	Current Discount Rate <u>(3.77%)</u>	1% Increase in Discount Rate <u>(4.77%)</u>
Total OPEB liability	<u>\$101,771</u>	<u>\$80,995</u>	<u>\$65,362</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

POST-EMPLOYMENT BENEFITS OTHER THAN PENSIONS (CONTINUED)

OPEB Expense – OPEB expense for the year ended September 30, 2024, is recognized by the Town as follows:

<u>OPEB Expense/ (Income)</u>	<u>January 1, 2023 to December 31, 2023</u>
Service cost	\$7,860
Interest on total OPEB liability	2,838
Recognition of deferred outflows/inflows of resources:	
Difference between expected and actual experience	70
Changes in assumptions	<u>(1,679)</u>
Total OPEB expense	<u>\$9,089</u>

As of September 30, 2024, the deferred outflows and inflows of resources related to OPEB are as follows:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Changes in pension assumptions	\$17,396	\$33,766
Difference between actual and expected pension experience	4,000	2,741
Contributions made subsequent to measurement date	<u>(876)</u>	<u> </u>
Total	<u>\$20,520</u>	<u>\$36,507</u>

Amounts currently reported as deferred inflows of resources related to OPEB will be recognized in pension expense as follows:

<u>Year Ending December 31,</u>	
2024	\$ (2,485)
2025	(1,609)
2026	(1,609)
2027	(1,609)
2028	(1,609)
Thereafter	<u>(7,066)</u>
	<u>\$ (15,987)</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES

The Town recognizes certain deferred outflows of resources and deferred inflows of resources that are related to its participation in employee pension plans. At September 30, 2024, deferred outflows of resources with a balance of \$380,848 represented contributions to the employee benefit plan that were made subsequent to the latest Plan measurement date and differences between actual and expected pension experience to the Town’s pension plan and other post-employment benefit obligation. Deferred inflows of resources with a balance of \$217,875 represent changes in assumptions, differences between actual and expected pension experience, and differences between expected, and actual earnings to the Town’s pension plan and other post-employment benefit obligation.

Governmental funds report deferred inflows of resources in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned. Unavailable revenue received after 60 days is fully recognized as revenue on the government-wide statements. Unavailable revenue at the government-wide level arises only when the Town receives resources before it has a legal claim to them. Unavailable revenues in the amount of \$183,869 at September 30, 2024, represent property tax revenue received up to 60 days following year-end (unavailable to pay liabilities of the current period).

RESTRICTED NET POSITION AND RESTRICTED FUND BALANCE

Restricted net position and restricted fund balance consist of those funds that are restricted for use as mandated by the State of Texas, and include the following:

PEG Capital Fund	\$180,095
Security Fund	152,501
Technology Fund	151,643
Federal Grants	89,580
Children’s Fund	73,804
Truancy	32,980
Time Payments	9,990
State and Local Grants	3,480
STDS	714
Jury Fund	<u>657</u>
Total	<u>\$695,444</u>

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

COMMITTED FUND BALANCE

Committed fund balance consists of those funds that can be spent only for specific purposes as determined by the Town Council, and includes the following:

Capital Improvements Plan Fund	\$33,872,290
Economic Development	2,361,409
Street Construction and Maintenance	2,208,245
Stabilization by City Charter	768,279
Other Capital Improvements	411,205
West Eastlake Estates	47,200
Keep Horizon Beautiful	24,406
Transportation Reinvestment Zone #2	<u>10,616</u>
Total	<u>\$39,703,650</u>

DEFICIT FUND BALANCE

The Tax Increment Reinvestment Zone #1 Fund had a deficit at September 30, 2023 of \$137,515. This deficit will be financed through future revenues of the fund.

RISK POOL

The Town is exposed to various risks of loss related to torts; damage to, and theft or destruction of assets; errors and omissions; and natural disaster. Claims expenditures and liabilities are reported when it is probable that a loss has occurred, and the amounts of loss can be reasonably estimated. The Town is a participant in an intergovernmental risk pool for its workers’ compensation, liability, and property insurance. Participants in this pool are required to pay “premiums” on the insurance selected. Should a loss occur, the Town is liable only for the deductible. The risk pool purchases reinsurance to cover future losses. At September 30, 2024, no claims were dismissed with Texas Municipal League – Intergovernmental Risk Pool.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

RISK POOL (CONTINUED)

Coverages provided are as follows:

Errors and omissions liability (per occurrence)	\$1,000,000
Law enforcement liability (per occurrence)	\$1,000,000
Automobile liability (each accident)	\$1,000,000
General liability (per occurrence)	\$1,000,000
Real and personal property liability	\$11,454,209
Information security and privacy liability	\$2,000,000
Flood liability	\$1,500,000
Earthquake liability	\$10,000,000
Boiler and machinery liability	\$100,000
Mobile equipment liability	\$289,434
Public employee dishonesty liability	\$100,000
Forgery or alteration	\$100,000

Workers' compensation coverage is maintained by paying premiums to the Texas Municipal League Intergovernmental Risk Pool.

COMMITMENTS AND CONTINGENCIES

Texas Department of Transportation

In December 2021, the Town entered into a Local Transportation Project Advance Funding Agreement with the Texas Department of Transportation ("TXDOT") for the North Darrington Road Reconstruction. The agreement provides access to federal funds for the reconstruction of Darrington Road from Eastlake Boulevard to Oxbow Drive. Funding for construction and supervision is provided by the U.S. Department of Transportation and was awarded by TXDOT to the Town on a pass-through basis. TXDOT is responsible for managing federal funds committed to this project. Accordingly, all federal funds expended for this project are recognized by the Town as an in-kind donation. Estimated budgets for the project are established in the Advance Funding Agreement and total \$20,113,538. The Agreement stipulates the Town's participation (match) in the project's budget, which is not to exceed \$1,120,304. In addition, any costs incurred for the project in excess of federal budget caps are to be matched by the Town. Total payments made by the Town from inception of the project through September 30, 2023 amounted to \$1,120,304.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

COMMITMENTS AND CONTINGENCIES (CONTINUED)

Texas Department of Transportation (Continued)

In October 2021, the Town entered into a Local Transportation Project Advance Funding Agreement with the Texas Department of Transportation (“TXDOT”) for the installation of safety lights along Darrington Road. The agreement provides access to federal and state funds. Funding for construction and supervision is provided by the U.S. Department of Transportation and was awarded through TXDOT to the Town on a pass-through basis. TXDOT is responsible for managing federal and state funds committed to this project. Accordingly, all federal and state funds expended for this project are recognized by the Town as an in-kind donation. Estimated budgets for the project are established in the Advance Funding Agreement and total \$906,886. The Agreement stipulates the Town’s participation (match) in the project’s budget, which is not to exceed \$86,704. In addition, any costs incurred for the project in excess of federal and state budget caps are to be matched by the Town. Total matching payments made by the Town from inception of the project through September 30, 2024, amounted to \$3,695.

In October 2021, the Town entered into a Local Transportation Project Advance Funding Agreement with the Texas Department of Transportation (“TXDOT”) for the installation of safety lights along North Kenazo Avenue. The agreement provides access to federal and state funds. Funding for construction and supervision is provided by the U.S. Department of Transportation and was awarded through TXDOT to the Town on a pass-through basis. TXDOT is responsible for managing federal and state funds committed to this project. Accordingly, all federal and state funds expended for this project are recognized by the Town as an in-kind donation. Estimated budgets for the project are established in the Advance Funding Agreement and total \$466,920. The Agreement stipulates the Town’s participation (match) in the project’s budget, which is not to exceed \$47,485. In addition, any costs incurred for the project in excess of federal and state budget caps are to be matched by the Town. Total matching payments made by the Town from inception of the project through September 30, 2024, amounted to \$3,633. As of September 30, 2024, TXDOT has estimated the project will incur cost overruns of \$152,270. The remaining city participating budget, along with any final cost overruns will be paid out at the completion of the project once billed by TXDOT.

In March 2024, the Town entered into a Local Transportation Project Advance Funding Agreement with the Texas Department of Transportation (“TXDOT”) for the Bicycle and pedestrian improvements, construction of a new shared-use path and signage along Rodman Street from FM 1281 (Horizon boulevard) to Veny Webb St. The agreement provides access to federal and state funds. Funding for construction and supervision is provided by the U.S. Department of Transportation and was awarded through TXDOT to the Town on a pass-through basis. TXDOT is responsible for managing federal and state funds committed to this project. Accordingly, all federal and state funds expended for this project are recognized by the Town as an in-kind donation. Estimated budgets for the project are established in the Advance Funding Agreement and total \$258,790. The Agreement stipulates the Town’s participation (match) in the project’s budget, which is not to exceed \$50,110. In addition, any costs incurred for the project in excess of federal and state budget caps are to be matched by the Town. Total matching payments made by the Town from the inception of the project through September 30, 2024 amounted to \$14,280.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

COMMITMENTS AND CONTINGENCIES (CONTINUED)

Camino Real Regional Mobility Authority

The Town entered into an interlocal agreement with Camino Real Regional Mobility Authority (CRRMA) for acquiring right -of-way and ownership of properties for need for the development of the North Darrington Reconstruction project. The Town’s responsibilities include utility relocations, environmental permitting, appraisals, as well as the design and planning of the North Darrington reconstruction project. CRRMA is responsible for aiding the Town with the right-of-way acquisitions and appraisals necessary for the project. The agreement began on August 9, 2022, and will continue in effect until the completion of the services to be provided. The total estimated cost of this project is \$1,296,406. The Town had incurred expenses of \$771,062 under this contract, along with other related expenses for North Darrington right-of-way acquisition, as of September 30, 2024.

The Town entered into an interlocal agreement with Camino Real Regional Mobility Authority (CRRMA) to develop the Rodman Street Shared Use Path Project located in El Paso County. The Town and Authority have agreed to cooperatively develop the project, due to the mutual benefit to each party and the benefit to the region’s transportation system. Both parties will engage outside consultants and contractors for the design and construction of the project using funds provided by the Town. CRRMA is responsible for providing services associated with the design and letting of the project which includes the required design plans, including path width, solar power lighting and minimal landscaping. The agreement began August 29, 2023, and will continue in effect until the completion of the services to be provided. The total estimated cost of this project is \$265,898. The Town had incurred expenses of \$116,202 related to this project as of September 30, 2024. In February 2025, the agreement was amended to include construction costs of \$188,949, increasing the total estimated cost of this project to \$454,847.

The Town entered into an agreement with Camino Real Regional Mobility Authority for development of the Transit Center Project. The period of interlocal agreement began on January 16, 2024, and will remain in full force and effect until the completion of the services. The Town is responsible for the cost of the project while the Authority will be responsible for the planning phase, reporting and performance measures of the project. The estimated cost of the project is \$87,838. The Town incurred costs of \$82,044 under this contract for the year ending September 30, 2024.

Other Commitments

The Town entered into an interlocal agreement with the City of El Paso in which the Town will receive public health and environmental services from the City, including but not limited to providing food handling permits, disease control, immunization services, vector control, and air control. The period of the contract began on September 1, 2023, and ended on August 31, 2024. Total compensation for the public health and environmental services provided by the City was \$203,941 for the year ended September 30, 2024.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

COMMITMENTS AND CONTINGENCIES (CONTINUED)

Other Commitments (Continued)

The Town entered into an interlocal agreement with the El Paso Emergency Services District #1 (“ESD#1”) in which the Town’s public safety department will provide dispatching services to ESD#1, including but not limited to providing staff 24 hours a day, 7 days a week, to answer emergency services and dispatch responses for ESD#1 personnel. The original period of the contract began October 1, 2014 and ended September 30, 2015. The contract will be renewed every year unless both parties agree to terminate the agreement. Total compensation for the services provided by the Town during the year ended September 30, 2024 was \$180,172. The agreement requires the annual contract amount be revisited every year and approved by both parties.

The Town entered into an interlocal agreement with the El Paso Emergency Services District #2 (“ESD#2”) in which the Town’s public safety department will provide dispatching services to ESD#2, including but not limited to providing staff 24 hours a day, 7 days a week, to answer emergency services and dispatch responses for ESD#2 personnel. The original period of the contract began on March 1, 2015, and ended on September 30, 2015. The contract will be renewed every year unless both parties agree to terminate the agreement. Total compensation for the services provided by the Town during the year ended September 30, 2024 was \$451,019. The agreement requires the annual contract amount to be revisited every year and approved by both parties.

The Town entered into an agreement with Elite Medical Transport in which the Town received emergency ambulance services. The period of the contract began on March 1, 2021, and expired on February 28, 2022. Contract was renewed on March 8, 2022, for a three year term, with two options to extend for an additional year. The renewed agreement establishes quarterly payments are to be made in the amount of \$41,175. The Town incurred costs of \$176,698 under this contract for the year ended September 30, 2024.

The Town entered into an agreement with Abescape Landscaping, LLC in which the Town received parks and grounds maintenance services. The period of the contract began on July 1, 2021 and amended on November 2024. As a result of third amendment, the Town added three new parks and three new ponding areas to be maintained. The total contract cost for the period of service is \$872,371. The Town incurred costs of \$396,199 under this contract for the year ended September 30, 2024.

In connection with its Capital Improvements Plan, the Town has contracts with general contractors and professional engineering providers for the design, construction and supervision of various infrastructure projects. The Town expects the contracts to be completed or renewed within a one-year term. One of the Town’s largest on-going construction contracts as of September 30, 2024 is for the construction of new Municipal Facilities and a Police Headquarters building. The contract budget for this project has been established for approximately \$8,400,000.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

COMMITMENTS AND CONTINGENCIES (CONTINUED)

Litigation

The Town is party to various legal proceedings, which normally occur in governmental operations. These legal proceedings are not likely to have a material adverse impact on the affected funds of the Town and, therefore, no liability has been accrued at September 30, 2024.

RELATED PARTY

Town of Horizon City Type 4B Economic Development Corporation (“the Corporation”) was established in 2011 and receives 0.25% of sales taxes collected by the Town, as designated by Council Ordinance. The Corporation is reported as a blended component unit as its governing body is appointed by the Town’s Council and the Council has authority to make final approval of the Corporation’s budget. In addition, the Town acts as a fiscal agent and is responsible for monitoring the Corporation’s finances. The Corporation’s activities are reported in the Town’s governmental activities as a special revenue fund.

Tax Increment Reinvestment Zone #1 (“TIRZ”), Texas was established in 2020 and receives 100% of the Town’s portion of the tax increment and a percentage of the tax increment that each taxing unit elects to dedicate to TIRZ. TIRZ is reported as a blended component unit because the majority of the governing body consists of members from the Town’s Council. TIRZ’s activities are reported in the Town’s governmental activities as a special revenue fund.

FEDERAL AND STATE GRANTS

In the normal course of operations, the Town receives grant funds from various federal and state agencies. The grant programs are subject to audit by agents of the granting authorities, the purpose of which is to ensure compliance with conditions precedent to the granting of funds. Any liability for reimbursement, which may arise as a result of these audits, is not believed to be material.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

NEW ACCOUNTING PRONOUNCEMENTS

Effective December 2023, the Governmental Accounting Standards Board issued GASB Statement No. 102 *Certain Risk Disclosures*, (GASBS102), which enhances transparency by requiring governments to disclose significant risks related to concentrations or constraints that could substantially impact their ability to deliver services or meet obligations. A concentration is defined as a lack of diversity in resources or obligations, while a constraint involves external or formal limitations on resources or operations. However, the provisions of GASBS102 are not effective until June 15, 2024, and as such the Town has not yet adopted this standard.

Effective April 2024, the Governmental Accounting Standards Board issued GASB Statement No. 103 *Financial Reporting Model Improvements*, (GASBS103), which addresses updates to enhance the effectiveness of financial reporting for state and local governments. The statement introduces modifications to key elements of the reporting model, including the structure of Management's Discussion and Analysis (MD&A), handling of unusual or infrequent items, and improved presentation in proprietary fund statements. However, the provisions of GASBS103 are not effective until June 15, 2025, and as such the Town has not yet adopted this standard.

Effective September 2024, the Governmental Accounting Standards Board issued GASB Statement No. 104 *Disclosure of Certain Capital Assets*, (GASBS104), which enhances transparency by requiring separate disclosures of certain types of capital assets, including: lease assets under GASB Statement No. 87, intangible right-to-use assets under GASB Statement No. 94, subscription assets under GASB Statement No. 96 and other intangible assets not included in the categories above, categorized by major class. The adoption of this standard requires governments to separately disclose assets held for sale, including their historical cost and accumulated depreciation, enabling users of financial statements to better evaluate financial accountability and decision-making. However, the provisions of GASBS104 are not effective until June 15, 2025, and as such the Town has not yet adopted this standard.

CONCENTRATIONS

Labor Subject to Collective Bargaining Agreements – A substantial portion of the Town's workforce is employed under the terms of a collective bargaining agreement. As of September 30, 2024, approximately 33% of the Town's employees were covered under such agreement.

Grant Revenue – Approximately 11% of total revenues came from the U.S. Department of Transportation for the year ended September 30, 2024.

(Continued)

TOWN OF HORIZON CITY, TEXAS
NOTES TO FINANCIAL STATEMENTS
(CONTINUED)

SUBSEQUENT EVENTS

Subsequent to year-end, the Town completed the following real estate purchases in connection with its Capital Improvements Plan:

- On October 30, 2024, the Town purchased eleven lots for \$204,423.
- On October 30, 2024, the Town purchased six lots for \$125,026.
- On December 20, 2024, the Town purchased seven lots for \$1,006,420.
- On December 20, 2024, the Town purchased eleven lots for \$1,630,889.
- In March 2025, the Town purchased two lots for \$277,388.

In February 2025, the Horizon City Economic Development Corporation (“EDC”), a component unit of the Town, entered into a Chapter 380 Economic Development Performance Agreement with a Developer. Under the agreement, the Town will provide tax incentives not to exceed \$125,000 to be granted over 5 years to the Developer. The Developer has obtained authorization to invest \$47,000,000 to expand commercial activity in the Town through construction and selling operations, which will bring 110 full-time positions to the Town within 3 years.

In March 2025, the Town entered into an Advance Funding Agreement with TXDOT to provide access to federal funds for the construction of Delake Street. The estimated costs approved for the initial phase of the North Delake Street project are \$630 for Federal and \$92,662 for State. The contract requires the Town to provide a match of \$1,754,5331 for local participation, which consists primarily of the engineering phase. This agreement will allow TXDOT to become an active participant in the design of Delake Street, which is required for the Town to become eligible for further rounds of Federal assistance for the completion of such project.

Subsequent events were evaluated through April 17, 2025, which is the date the financial statements were available to be issued.

REQUIRED SUPPLEMENTARY INFORMATION

TOWN OF HORIZON CITY, TEXAS

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
GENERAL FUND**

Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues/inflows:				
Property taxes	\$ 4,683,973	\$ 4,683,973	\$ 4,649,206	\$ (34,767)
Sales taxes	2,871,536	2,871,536	2,751,923	(119,613)
Charges for services	654,473	654,473	655,269	796
Franchise taxes	664,989	664,989	556,571	(108,418)
Licenses, permits and fees	777,092	777,092	520,672	(256,420)
Fines and forfeitures	233,780	233,780	248,547	14,767
Interest income	116,344	116,344	225,056	108,712
Other income	15,704	15,704	32,994	17,290
 Total revenues	 10,017,891	 10,017,891	 9,640,238	 (377,653)
 Expenditures/outflows:				
Public safety - police	3,143,609	3,067,432	3,135,291	(67,859)
Public safety - dispatch	1,160,925	1,129,561	1,044,044	85,517
Parks and recreation	578,255	578,255	801,261	(223,006)
Public services	549,784	536,784	596,572	(59,788)
General government	908,097	908,097	757,497	150,600
Finance	665,814	665,814	664,281	1,533
Information technology	586,055	564,769	490,750	74,019
Community development	528,585	528,585	478,203	50,382
Capital outlay	506,081	634,908	447,390	187,518
Building services	440,118	440,118	406,311	33,807
Planning	404,380	417,380	307,799	109,581
Debt service	210,688	210,688	292,782	(82,094)
Municipal court	307,528	307,528	290,007	17,521
Code enforcement	267,576	267,576	248,589	18,987
Storm water	90,037	90,037	80,621	9,416
Executive	49,008	49,008	38,611	10,397
 Total expenditures	 10,396,540	 10,396,540	 10,080,009	 316,531

(Continued)

TOWN OF HORIZON CITY, TEXAS

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
GENERAL FUND
(CONTINUED)**

Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Excess of expenditures over revenues	\$ (378,649)	\$ (378,649)	\$ (439,771)	\$ (61,122)
Other financing sources (uses):				
Proceeds from capital leases	275,000	275,000	228,779	(46,221)
Transfers in			120	120
Transfers out	<u>(25,700)</u>	<u>(25,700)</u>	<u>(39,257)</u>	<u>(13,557)</u>
Total other financing sources (uses)	<u>249,300</u>	<u>249,300</u>	<u>189,642</u>	<u>(59,658)</u>
Excess of expenditures over revenues - budgetary basis	<u>(129,349)</u>	<u>(129,349)</u>	<u>(250,129)</u>	<u>(120,780)</u>
Fund balance, beginning of year, as previously reported	5,348,669	5,348,669	5,348,669	
Prior period adjustment	<u> </u>	<u> </u>	<u>354,253</u>	<u>354,253</u>
Fund balance, beginning of year, as restated	<u>5,348,669</u>	<u>5,348,669</u>	<u>5,702,922</u>	<u>354,253</u>
Fund balance, end of year	<u>\$ 5,219,320</u>	<u>\$ 5,219,320</u>	<u>\$ 5,452,793</u>	<u>\$ 233,473</u>
Budget basis excess			<u>\$ (250,129)</u>	
GAAP basis excess			<u>(250,129)</u>	
Fund balance, beginning of year, as previously reported			5,348,669	
Prior period adjustment			<u>354,253</u>	
Fund balance, beginning of year, as restated			<u>5,702,922</u>	
Fund balance, end of year			<u>\$ 5,452,793</u>	

See notes to required supplementary information.

TOWN OF HORIZON CITY, TEXAS

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
SPECIAL REVENUE FUND - FEDERAL GRANTS FUND**

Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues/inflows:				
Grant income	\$ 68,001	\$ 68,001	\$ 75,618	\$ 7,617
Interest income			44,913	44,913
Prior year surplus (ARPA)	<u>2,086,495</u>	<u>2,086,495</u>	<u>511,499</u>	<u>(1,574,996)</u>
Total revenues	<u>2,154,496</u>	<u>2,154,496</u>	<u>632,030</u>	<u>(1,522,466)</u>
Expenditures/outflows:				
Public safety - police	84,666	84,666	95,266	(10,600)
General government	181,974	181,974	156,360	25,614
Capital outlay	<u>1,887,856</u>	<u>1,887,856</u>	<u>344,505</u>	<u>1,543,351</u>
Total expenditures	<u>2,154,496</u>	<u>2,154,496</u>	<u>596,131</u>	<u>1,558,365</u>
Excess of revenues over expenditures			35,899	35,899
Fund balance, beginning of the year	<u>53,681</u>	<u>53,681</u>	<u>53,681</u>	<u> </u>
Fund balance, end of the year	<u>\$ 53,681</u>	<u>\$ 53,681</u>	<u>\$ 89,580</u>	<u>\$ 35,899</u>

See notes to required supplementary information.

TOWN OF HORIZON CITY, TEXAS

**SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL
STREET MAINTENANCE FUND**

Year Ended September 30, 2024

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues/inflows:				
Sales taxes	\$ 660,698	\$ 660,698	\$ 678,392	\$ 17,694
Interest income	<u> </u>	<u> </u>	<u>23,036</u>	<u>23,036</u>
Total revenues	<u>660,698</u>	<u>660,698</u>	<u>701,428</u>	<u>40,730</u>
Expenditures/outflows:				
Community development	140,607	140,607	51,896	88,711
Capital outlay	<u>1,115,490</u>	<u>1,625,190</u>	<u>730,219</u>	<u>894,971</u>
Total expenditures	<u>1,256,097</u>	<u>1,765,797</u>	<u>782,115</u>	<u>983,682</u>
Excess of revenues (expenditures) over expenditures (revenues)	(595,399)	(1,105,099)	(80,687)	1,024,412
Fund balance, beginning of the year	<u>2,288,932</u>	<u>2,288,932</u>	<u>2,288,932</u>	<u> </u>
Fund balance, end of the year	<u>\$ 1,693,533</u>	<u>\$ 1,183,833</u>	<u>\$ 2,208,245</u>	<u>\$ 1,024,412</u>

See notes to required supplementary information.

TOWN OF HORIZON CITY, TEXAS

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Budgetary Basis of Accounting – The Town’s budgetary process accounts for certain transactions on a basis other than generally accepted accounting principles (GAAP). The major differences between the budgetary basis and the GAAP basis lie in the manner in which revenues and expenditures are recorded. Under the budgetary basis, revenues and expenditures are recognized on a cash basis. Utilizing the cash basis, revenues are recorded when received and cash and expenditures are recorded when paid. Under the GAAP basis, revenues and expenditures are recorded on the modified accrual basis of accounting on the governmental fund statements and on the full accrual basis on the government-wide statements.

Budgetary Process – The budgetary process is prescribed by provisions of Title 4, Chapter 102, of the Local Government Code of the Texas Legislature and entails the preparation of budgetary documents within an established timetable. The major documents prepared are the certificate of estimated resources and the appropriation resolution, both of which are prepared on the budgetary basis of accounting.

The certificate of estimated resources and the appropriation resolution are subject to amendment throughout the year with the legal restriction that appropriations cannot exceed estimated resources, as certified by resolution of the Town Council. Only the General Fund, Debt Service Fund, Street Maintenance Fund, Economic Development Fund, Special Event Fund, Federal Grants Fund, State Grants Fund, Tax Increment Reinvestment Zone #1 and Transportation Reinvestment Zone #2 are budgeted and appropriated. The level of budgetary control is at the department level for the Town. Any budgetary modifications at this level may only be made by resolution of the Town Council. Only budgetary comparison schedules for the general fund and for each major special revenue fund that has a legally adopted annual budget are included as required supplementary information in accordance with GASB 34.

Under the Town’s by-laws, revenues not specifically related to a particular fund shall be deposited into the Town’s General Fund. Monies can only be transferred from the General Fund by resolution of the Town Council.

Appropriations – An annual appropriation resolution must be passed by September 15 of the preceding year for the period October 1 to September 30. The appropriation resolution fixes spending authority at the fund and department level. The appropriation resolution may be amended during the year as new information becomes available, provided that total fund appropriations do not exceed current estimated resources, as certified. The allocation of appropriations among funds and objects within a fund may be modified during the year only by a resolution of the Council. The amounts reported as the original budgeted amounts in the budgetary statements reflect the appropriations in the first complete appropriated budget, including amounts automatically carried over from prior years. The amounts reported as final budgeted amounts in the schedules of budgetary comparison represent the final appropriation amounts, including all supplemental appropriations.

Lapsing of Appropriations – At the close of each fiscal year, the unencumbered balance of each appropriation reverts to the respective fund and becomes subject to future appropriations. The encumbered appropriation balance is carried forward to the subsequent fiscal year and need not be reappropriated.

(Continued)

TOWN OF HORIZON CITY, TEXAS

**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
(CONTINUED)**

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Estimated Resources – As part of the Town’s budgetary process, the Council approves the official estimated resources. The official estimated resources states the projected revenue of each fund. Prior to September 30, the Town must revise its budget so that the total contemplated expenditures from any fund during the ensuing fiscal year will not exceed the amount available as stated in the official estimated resources. The revised budget then serves as the basis for the annual appropriation measure. On or about October 1, the estimated resources are amended to include any unencumbered balances from the preceding year. The estimated resources may be further amended during the year if Council determines that an estimate needs to be either increased or decreased. The amounts reported on the budgetary statements reflect the amounts in the final amended official certificate of estimated resources issued during fiscal year ended September 30, 2024.

BUDGET OVER-EXPENDITURES

The Town’s actual expenditures exceeded appropriations in the general fund in the following departments:

Public safety – police	\$ 67,859
Parks and recreation	223,006
Public services	59,788
Debt service	<u>82,094</u>
	<u>\$432,747</u>

The public safety – police department exceeded appropriations due to an increase in salaries paid for hours worked for special events and holidays as well as increases in vehicle maintenance and fuel expense. Parks and recreation experienced an increase in park renovations and maintenance as well as an increase in utility expenses related to the operation of Golden Eagle Park. The Town also exceeded public services appropriations due to an increase in its Health Services and Animal Control Services contracts. The Town also exceeded its debt service appropriations due to the payments of principal under lease obligations, which are typically included in the budget as rent expense under various departments.

The Town’s actual expenditures exceeded appropriations in the special service – federal grants in the following department due to an increase in salaries paid for hours worked for special events and holidays:

Public safety – police	<u>\$10,600</u>
------------------------	-----------------

TOWN OF HORIZON CITY, TEXAS

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS

Years Ended December 31, 2014 through 2023

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	Years 2014 - 2017
Total Pension Liability							
Service cost	\$ 358,337	\$ 321,519	\$ 283,280	\$ 267,525	\$ 246,651	\$ 227,568	N/A
Interest on total pension liability	237,842	210,406	184,748	156,655	134,423	111,226	N/A
Change in benefit terms						1,534,956	N/A
Difference between expected and actual experience	(4,241)	(37,592)	(24,523)	9,221	(52,221)		N/A
Change in assumptions	2,063				(1,415)		N/A
Benefit payments/refund of contributions	<u>(88,150)</u>	<u>(124,400)</u>	<u>(40,609)</u>	<u>(9,554)</u>	<u>(7,486)</u>	<u>(1,879)</u>	N/A
Net change in total pension liability	505,851	369,933	402,896	423,847	319,952	1,871,871	N/A
Total pension liability, beginning	<u>3,388,499</u>	<u>3,018,566</u>	<u>2,615,670</u>	<u>2,191,823</u>	<u>1,871,871</u>		N/A
Total pension liability, ending	<u>3,894,350</u>	<u>3,388,499</u>	<u>3,018,566</u>	<u>2,615,670</u>	<u>2,191,823</u>	<u>1,871,871</u>	N/A
Fiduciary Net Position							
Employer contributions	257,077	232,553	210,992	204,640	185,067	170,748	N/A
Employee contributions	231,185	206,898	183,471	173,718	157,907	145,689	N/A
Net investment income	213,353	(119,788)	147,641	53,618	49,203	49,203	N/A
Benefit payments/refund of contributions	(88,150)	(124,400)	(40,609)	(9,554)	(7,486)	(1,879)	N/A
Administrative expenses	(1,338)	(1,024)	(676)	(343)	(275)		N/A
Other	<u>(9)</u>	<u>1,222</u>	<u>5</u>	<u>(14)</u>	<u>(9)</u>		N/A
Net change in fiduciary net position	612,118	195,461	500,824	422,065	384,407	314,558	N/A
Fiduciary net position, beginning	<u>1,817,315</u>	<u>1,621,854</u>	<u>1,121,030</u>	<u>698,965</u>	<u>314,558</u>		N/A
Fiduciary net position, ending	<u>2,429,433</u>	<u>1,817,315</u>	<u>1,621,854</u>	<u>1,121,030</u>	<u>698,965</u>	<u>314,558</u>	N/A
Net pension liability	<u>\$ 1,464,917</u>	<u>\$ 1,571,184</u>	<u>\$ 1,396,712</u>	<u>\$ 1,494,640</u>	<u>\$ 1,492,858</u>	<u>\$ 1,557,313</u>	N/A
Fiduciary net position as a percentage of total pension liability	62.38%	53.63%	53.73%	42.86%	31.89%	16.80%	N/A
Pensionable covered payroll	\$ 4,623,703	\$ 4,137,952	\$ 3,669,425	\$ 3,474,351	\$ 3,158,143	\$ 2,913,801	N/A
Net pension liability as a percentage of covered payroll	31.68%	37.97%	38.06%	43.02%	47.27%	53.45%	N/A

This schedule is presented to illustrate the requirement to show information for 10 years; however, recalculations of prior years are not required, and if prior years are not reported in accordance with the standards of GASB 67/68, they should not be shown here; therefore, we have shown only years for which the new GASB statements have been implemented.

TOWN OF HORIZON CITY, TEXAS
SCHEDULE OF PENSION CONTRIBUTIONS
Years Ended September 30, 2015 through 2024

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>Years 2015 - 2017</u>
Actuarially determined contribution	\$ 272,304	\$ 250,410	\$ 233,010	\$ 205,449	\$ 199,168	\$ 181,876	\$ 122,493	N/A
Contributions in relation to the actuarially determined contribution	<u>286,179</u>	<u>257,953</u>	<u>237,022</u>	<u>208,933</u>	<u>202,931</u>	<u>184,048</u>	<u>123,956</u>	N/A
Contribution excess	<u>\$ (13,875)</u>	<u>\$ (7,543)</u>	<u>\$ (4,012)</u>	<u>\$ (3,484)</u>	<u>\$ (3,763)</u>	<u>\$ (2,172)</u>	<u>\$ (1,463)</u>	N/A
Covered payroll	\$ 5,077,296	\$ 4,491,887	\$ 4,120,982	\$ 3,549,524	\$ 3,385,938	\$ 3,103,685	\$ 2,090,333	N/A
Contributions as a percentage of covered payroll	5.64%	5.74%	5.75%	5.89%	5.99%	5.93%	5.93%	N/A

This schedule is presented to illustrate the requirement to show information for 10 years; however, recalculations of prior years are not required, and if prior years are not reported in accordance with the standards of GASB 67/68, they should not be shown here; therefore, we have shown only years for which the new GASB statements have been implemented.

See independent auditors' report and notes to schedule of pension contributions.

TOWN OF HORIZON CITY, TEXAS

NOTES TO SCHEDULE OF PENSION CONTRIBUTIONS

Year Ended December 31, 2023

VALUATION DATE

Measurement Date Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.

METHODS AND ASSUMPTIONS USED TO DETERMINE CONTRIBUTION RATES

Actuarial cost method	Entry age normal.
Amortization method	Level percentage of payroll, closed.
Remaining amortization period	20 years (longest amortization ladder)
Asset valuation method	10-year smoothed market; 12% soft corridor.
Inflation	2.50%
Salary increases	3.60% to 11.85% including inflation.
Investment rate of return	6.75%
Retirement age	Experience-based table of rates that vary by age. Last updated for the 2023 valuation pursuant to an experience study of the period ending 2022.
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence). Pre-retirement: PUB(10) mortality tables, with the 110% of the Public Safety table used for males and the 100% of the General Employee table used for females. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence).

OTHER INFORMATION

Notes There were no benefit changes during the year.

TOWN OF HORIZON CITY, TEXAS

**SCHEDULE OF CHANGES IN TOTAL OTHER POST-EMPLOYMENT
BENEFIT LIABILITY AND RELATED RATIOS**

Years Ended December 31, 2014 through 2023

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>Years 2014 - 2017</u>
Total Other Post-Employment Benefit ("OPEB") Liability							
Service cost	\$ 7,860	\$ 15,310	\$ 13,210	\$ 10,423	\$ 6,632	\$ 6,993	N/A
Interest on total OPEB liability	2,838	1,770	1,564	1,420	1,316	1,016	N/A
Change in benefit terms						27,207	N/A
Difference between expected and actual experience	(1,436)	5,780	(975)	2,013	(4,826)		N/A
Change in assumptions	5,810	(44,805)	3,353	11,298	11,173		N/A
Benefit payments (1) (2)	<u>(462)</u>	<u>(414)</u>	<u> </u>	<u> </u>	<u> </u>	<u>(3,073)</u>	<u>N/A</u>
Net change in total OPEB liability	14,610	(22,359)	17,152	25,154	14,295	32,143	N/A
Total OPEB liability, beginning	<u>66,385</u>	<u>88,744</u>	<u>71,592</u>	<u>46,438</u>	<u>32,143</u>	<u> </u>	<u>N/A</u>
Total OPEB liability, ending	<u>\$ 80,995</u>	<u>\$ 66,385</u>	<u>\$ 88,744</u>	<u>\$ 71,592</u>	<u>\$ 46,438</u>	<u>\$ 32,143</u>	<u>N/A</u>
Pensionable covered payroll	\$ 4,623,703	\$ 4,137,952	\$ 3,669,425	\$ 3,474,351	\$ 3,158,143	\$ 2,913,801	N/A
Net pension liability as a percentage of covered payroll	1.75%	1.60%	2.42%	2.06%	1.47%	1.10%	N/A

(1) Membership counts for inactive employees currently receiving or entitled to but not yet receiving benefits will differ from GASB 68 as they include only those eligible for a Supplemental Death Benefits Fund benefit.

(2) Due to the Supplemental Death Benefits Fund being considered an unfunded OPEB plan under GASB 75, benefit payments are treated as being equal to the employer's yearly contributions for retirees.

This schedule is presented to illustrate the requirement to show information for 10 years; however, recalculations of prior years are not required, and if prior years are not reported in accordance with the standards of GASB 75, they should not be shown here; therefore, we have shown only years for which the new GASB statements have been implemented.

See independent auditors' report and notes to schedule of changes in total OPEB liability and related ratios.

TOWN OF HORIZON CITY, TEXAS

SCHEDULE OF OTHER POST-EMPLOYMENT BENEFIT CONTRIBUTIONS

Years Ended September 30, 2015 through 2024

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>Years 2015 - 2017</u>
Actuarially determined contribution	\$	\$	\$	\$	\$	\$	\$	\$N/A
Contributions in relation to the actuarially determined contribution	_____	_____	_____	_____	_____	_____	_____	N/A
Contribution deficiency (excess)	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$N/A</u>
Covered payroll	\$ 5,077,296	\$ 4,491,887	\$ 4,120,982	\$ 3,549,524	\$ 3,385,938	\$ 3,103,685	\$ 2,090,333	\$N/A
Contributions as a percentage of covered payroll	0%	0%	0%	0%	0%	0%	0%	N/A

This schedule is presented to illustrate the requirement to show information for 10 years; however, recalculations of prior years are not required, and if prior years are not reported in accordance with the standards of GASB 75, they should not be shown here, therefore, we have shown only years for which the new GASB statements have been implemented.

See independent auditors' report.

SUPPLEMENTARY INFORMATION

TOWN OF HORIZON CITY, TEXAS

COMBINING SCHEDULE OF ASSETS, LIABILITIES AND FUND BALANCES -
AGGREGATE NON-MAJOR FUNDS

September 30, 2024

	Special Revenue Fund - State and Local Grants	Economic Development Fund	Special Revenue Fund - Special Events	Transportation Reinvestment Zone #2	Tax Increment Reinvestment Zone #1	Aggregate Non-Major Funds
<u>ASSETS</u>						
Cash and cash equivalents, non-pooled	\$	\$ 736,360	\$ 24,831	\$	\$	\$ 761,191
Pooled cash and cash equivalents	(14,249)			6,920	(10,640)	(17,969)
Investments		852,263				852,263
Pooled investments				3,696	23,125	26,821
Taxes receivable				15,775	24	15,799
Due from other funds		797,378				797,378
Grants receivable	17,729					17,729
Other assets		3,500				3,500
Prepaid expenses		1,949				1,949
Total assets	<u>\$ 3,480</u>	<u>\$ 2,391,450</u>	<u>\$ 24,831</u>	<u>\$ 26,391</u>	<u>\$ 12,509</u>	<u>\$ 2,458,661</u>
<u>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</u>						
Liabilities:						
Accounts payable	\$	\$ 10,495	\$ 425	\$	\$	\$ 10,920
Accrued liabilities		17,597				17,597
Due to other funds					150,000	150,000
Total liabilities		28,092	425		150,000	178,517
Deferred inflows of resources:						
Deferred property taxes				15,775	24	15,799
Total deferred inflows of resources				15,775	24	15,799
Fund balances:						
Nonspendable		1,949				1,949
Restricted	3,480					3,480
Committed		2,361,409	24,406	10,616		2,396,431
Unassigned					(137,515)	(137,515)
Total fund balances	<u>3,480</u>	<u>2,363,358</u>	<u>24,406</u>	<u>10,616</u>	<u>(137,515)</u>	<u>2,264,345</u>
Liabilities, deferred inflows of resources and fund balances	<u>\$ 3,480</u>	<u>\$ 2,391,450</u>	<u>\$ 24,831</u>	<u>\$ 26,391</u>	<u>\$ 12,509</u>	<u>\$ 2,458,661</u>

See independent auditors' report.

TOWN OF HORIZON CITY, TEXAS

COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCE - AGGREGATE NON-MAJOR FUNDS

Year Ended September 30, 2024

	Special Revenue Fund - State and <u>Local Grants</u>	Economic Development <u>Fund</u>	Special Revenue Fund - <u>Special Events</u>	Transportation Reinvestment <u>Zone #2</u>	Tax Increment Reinvestment <u>Zone #1</u>	Aggregate Non-Major <u>Funds</u>
<u>REVENUES</u>						
Property taxes	\$	\$	\$	\$747,116	\$ 11,216	\$ 758,332
Sales taxes		678,392				678,392
Federal and state grants	177,537					177,537
Interest income		56,028	239	523	174	56,964
Other income				1,227		1,227
Total revenues	<u>177,537</u>	<u>734,420</u>	<u>239</u>	<u>748,866</u>	<u>11,390</u>	<u>1,672,452</u>
<u>EXPENDITURES</u>						
General government		420,254			563	420,817
Capital outlay	96,638					96,638
Public safety - police	83,870					83,870
Community development			3,492			3,492
Debt service:						
Principal		39,248		652,679		691,927
Interest		1,364		117,933		119,297
Total expenditures	<u>180,508</u>	<u>460,866</u>	<u>3,492</u>	<u>770,612</u>	<u>563</u>	<u>1,416,041</u>
Excess of revenues (expenditures) over expenditures (revenues)	<u>(2,971)</u>	<u>273,554</u>	<u>(3,253)</u>	<u>(21,746)</u>	<u>10,827</u>	<u>256,411</u>
Other financing sources:						
Transfers in			10,000			10,000
Total other financing sources			<u>10,000</u>			<u>10,000</u>
Net change in fund balance	(2,971)	273,554	6,747	(21,746)	10,827	266,411
Fund balance, beginning of the year	<u>6,451</u>	<u>2,089,804</u>	<u>17,659</u>	<u>32,362</u>	<u>(148,342)</u>	<u>1,997,934</u>
Fund balance, end of the year	<u>\$ 3,480</u>	<u>\$ 2,363,358</u>	<u>\$ 24,406</u>	<u>\$ 10,616</u>	<u>\$ (137,515)</u>	<u>\$ 2,264,345</u>

See independent auditors' report.

AUDITORS' SECTION

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor Andres Renteria
and Members of Town Council
Town of Horizon City, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Town of Horizon City, Texas as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise Town of Horizon City, Texas' basic financial statements and have issued our report thereon dated April 17, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Town of Horizon City, Texas' internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Town of Horizon City, Texas' internal control. Accordingly, we do not express an opinion on the effectiveness of Town of Horizon City, Texas' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

(Continued)

-809

To the Honorable Mayor Andres Renteria
and Members of Town Council
Town of Horizon City, Texas

Report on Internal Control over Financial Reporting (Continued)

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses; however, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Town of Horizon City, Texas' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

SBNG, PC

El Paso, Texas
April 17, 2025

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE *UNIFORM
GUIDANCE***

To the Honorable Mayor Andres Renteria
and Members of Town Council
Town of Horizon City, Texas

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Town of Horizon City, Texas' compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of Town of Horizon City, Texas' major federal programs for the year ended September 30, 2024. Town of Horizon City, Texas' major federal programs are identified in the summary of auditors' results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, Town of Horizon City, Texas complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Town of Horizon City, Texas and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Town of Horizon City, Texas' compliance with the compliance requirements referred to above.

(Continued)

-911-1

To the Honorable Mayor Andres Renteria
and Members of Town Council
Town of Horizon City, Texas

Report on Compliance for Each Major Federal Program (Continued)

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Town of Horizon City, Texas' federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Town of Horizon City, Texas' compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance, and therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Town of Horizon City, Texas' compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Town of Horizon City, Texas' compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Town of Horizon City, Texas' internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Town of Horizon City, Texas' internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

(Continued)

To the Honorable Mayor Andres Renteria
and Members of Town Council
Town of Horizon City, Texas

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above; however, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

SBNG, PC

El Paso, Texas
April 17, 2025

TOWN OF HORIZON CITY, TEXAS
SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

Year Ended September 30, 2024

Program Title	Assistance Listing Number	Agency or Pass-Through Number	Contract Period	Award Amount	Amount Expended
FEDERAL EXPENDITURES					
U.S. Department of Homeland Security - FEMA					
<i>Passed through Texas Office of the Governor - Homeland Security Grants Division</i>					
Homeland Security Grant Program	97.067	3007408	03/01/2023 - 02/29/2024	\$ 58,953	\$ 51,722
Homeland Security Grant Program	97.067	3007409	03/01/2024 - 02/28/2025	\$ 59,000	<u>21,197</u>
Total 97.067					<u>72,919</u>
Total Department of Homeland Security					<u>72,919</u>
U.S. Department of the Treasury					
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027	N/A	10/01/2021 - 12/31/2026	\$ 4,876,630	<u>511,499</u>
Total 21.027					<u>511,499</u>
Total U.S. Department of Treasury					<u>511,499</u>
U.S. Department of Transportation					
<i>Passed through the Texas Department of Transportation</i>					
North Darrington Road Reconstruction*	20.205	0924-06-587	09/14/2022 - completion	\$ 14,236,616	1,542,360
Darrington Road Safety Lights*	20.205	0924-06-644	10/25/2021 - completion	\$ 781,254	687,416
Rodman Street Shared-Use-Path*	20.205	0924-06-697	03/22/2024- completion	\$ 200,439	<u> </u>
Total 20.205					<u>2,229,776</u>
National Highway Traffic Safety Administration					
<i>Passed through the Texas Department of Transportation</i>					
STEP - Impaired Driving Mobilization	20.616	2024-HorizonPD-IDM-00050	12/13/2023 - 09/02/2024	\$ 4,966	1,286
STEP- Click it or Ticket Mobilization	20.616	2024-HorizonPD-CIOT-00050	05/17/2024 - 06/05/2024	\$ 2,420	<u>1,413</u>
Total 20.616					<u>2,699</u>
Total U.S. Department of Transportation					<u>2,232,475</u>
Total Federal Expenditures					<u>2,816,893</u>

*Federal expenditures reported under ALN 20.205 consisted entirely of in-kind federal expenditures for the year ended September 30, 2024.

TOWN OF HORIZON CITY, TEXAS
SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS
(CONTINUED)
Year Ended September 30, 2024

Program Title	Assistance Listing Number	Agency or Pass-Through Number	Contract Period	Award Amount	Amount Expended
STATE EXPENDITURES					
Texas Comptroller of Public Accounts					
Law Enforcement Officer Standards and Education	State	17425217670-002	10/01/2023 - 09/31/2024	\$ 4,549	<u>\$ 4,549</u>
Texas Treasury Safekeeping Trust Company					
Opioid Abatement	State	N/A	04/15/2024 - 09/30/2024	\$ 459	<u>459</u>
Texas Office of the Governor - Homeland Security Grants Division (HSGD)					
Local Border Security Program (LBSP)	State	2999509	09/01/2023 - 08/31/2024	\$ 95,000	47,503
Local Border Security Program (LBSP)	State	2999510	09/01/2024 - 08/31/2025	\$ 58,620	<u> </u>
					<u>47,503</u>
Texas Office of the Governor - Criminal Justice Division (CJD)					
SH- Bullet Resistant Shield Grant Program	State	4650501	11/01/2022 - 10/31/2023	\$ 100,333	96,638
BG- Rifle Resistant Body Armor Grant Program	State	4833601	09/01/2023 - 08/31/2024	\$ 24,548	<u>24,548</u>
					<u>121,186</u>
Texas Department of Transportation					
North Darrington Road Reconstruction*	State	0924-06-587	09/14/2022 - completion	\$ 4,756,618	89,869
North Kenazo Avenue Safety Lighting*	State	0924-06-643	10/20/2021 - completion	\$ 19,906	19,906
Darrington Road Safety Lights*	State	0924-06-644	10/25/2021 - completion	\$ 38,928	38,928
Rodman Street Shared-Use-Path*	State	0924-06-697	03/22/2024- completion	\$ 8,241	<u> </u>
					<u>148,703</u>
The State of Texas					
<i>El Paso County Criminal District Court Number One</i>					
District Attorney of the 34h Judicial District	State	2024DCV1073	03/08/2024-Completion	\$ 3,840	<u>3,840</u>
Total State Expenditures					<u>326,240</u>
Total Federal and State Expenditures					<u>\$ 3,143,133</u>

*State expenditures reported under Texas Department of Transportation consisted entirely of in-kind state expenditures for the year ended September 30, 2024.

See notes to schedule of expenditures of federal and state awards and independent auditors' report.

TOWN OF HORIZON CITY, TEXAS

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

Year Ended September 30, 2024

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Town of Horizon City, Texas is presented to assist in understanding City of Socorro, Texas' Schedule of Expenditures of Federal and State Awards ("the Schedule"). The Schedule and notes are representations of City of Socorro, Texas' management, who is responsible for their integrity and objectivity.

Basis of Accounting and Presentation – The Schedule of Expenditures of Federal and State Awards is prepared using the accrual basis of accounting. The information in the Schedule is presented in accordance with the Uniform Guidance. Therefore, some amounts presented in the Schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

Indirect Costs – Town of Horizon City, Texas does not currently have a negotiated indirect cost reimbursement rate approved by a Federal Cognizant Agency; therefore, the Town has elected to use the de minimis rate of 10% of modified total direct costs as an indirect cost allocation factor, as allowed under 2CFR §200.414.

Subrecipients – There were no sub-recipients of the Federal Awards received by the Town of Horizon City, Texas for the year ended September 30, 2024.

In-Kind Award Reporting – Expenditures of the federal awards received under the Highway Planning and Reconstruction Cluster are composed entirely of in-kind awards provided by the United States Department of Transportation and the Texas Department of Transportation, the pass-through agency. Federal expenditures for this award are managed by the pass-through agency and are used in the design, construction and supervision of improvements of major roads within the Town's limits.

Total federal awards expended by the pass-through agency from inception of the project through September 30, 2024, amount to \$2,229,776 and have been recognized as an in-kind federal award in the current fiscal year.

Total expenditures of state awards received under the Highway Planning and Reconstruction Cluster include an in-kind match of supervision and oversight costs provided by the Texas Department of Transportation, the pass-through agency. Total in-kind award is valued at approximately \$148,703 and has been recognized as an in-kind state grant award in the current fiscal year.

The Town is responsible for making matching payments to the pass-through agency for design, engineering, construction, purchase of land, utilities relocation and supervision at various phases of the project. Total matching payments provided by the Town to the pass-through agency from inception of the project through September 30, 2024, amount to \$1,255,165.

The Town's policy is to recognize the federal funds used for this project as an in-kind award on the basis of historical cost, as reported by the pass-through agency to the Town.

TOWN OF HORIZON CITY, TEXAS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year Ended September 30, 2024

I. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of Town of Horizon City, Texas.
2. No significant deficiencies or material weaknesses were reported in the audit of the financial statements of Town of Horizon City, Texas as reported in the Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
3. There were no instances of material non-compliance disclosed by the audit of the financial statements of Town of Horizon City, Texas, which would be required to be reported in accordance with *Government Auditing Standards*.
4. No significant deficiencies or material weaknesses in internal control over major federal award programs were reported in the Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance.
5. The auditors' report on compliance for the major federal programs for Town of Horizon City, Texas expresses an unmodified opinion on each major federal program.
6. There are no audit findings that are required to be reported in accordance with the Uniform Guidance.
7. The programs tested as major federal programs were the Coronavirus State and Local Fiscal Recovery Funds, Assistance Listing 21.027 and the Highway Planning and Construction program, Assistance Listing 20.205.
8. The threshold used for distinguishing between Type A and B programs was \$750,000 for federal programs.
9. Town of Horizon City, Texas did not qualify as a low-risk auditee.

(Continued)

TOWN OF HORIZON CITY, TEXAS

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
(CONTINUED)**

Year Ended September 30, 2024

**II. AUDIT FINDINGS RELATING TO THE FINANCIAL STATEMENTS
WHICH ARE REQUIRED TO BE REPORTED IN ACCORDANCE WITH
“GOVERNMENT AUDITING STANDARDS”**

Current Year Findings: None

Prior Year Findings: None.

**III. AUDIT FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARDS
PROGRAMS AUDIT.**

Current Year Findings: None.

Prior Year Findings: None.

See independent auditors' report.

ORDINANCE NO. _____

BUDGET AMENDMENT NO. 02

AN ORDINANCE AMENDING ORDINANCE NO. 0313 (AMENDMENT NO. 02) OF THE TOWN OF HORIZON CITY, ADOPTING THE MUNICIPAL BUDGET FOR THE 2025 FISCAL YEAR, TO ALLOW FOR THE BUDGETING AND EXPENDITURE OF FUNDS FOR FINANCE DEPARTMENT CONTRACT SERVICES; AND PROVIDING REPEALER AND SEVERABILITY CLAUSES.

WHEREAS, an Ordinance was enacted on the 10th day of September 2024, which adopted a budget for the fiscal year of October 1, 2024, to September 30, 2025, for the Town of Horizon City; and

WHEREAS, it is now necessary to amend said budget for municipal purposes to establish the funding for contract services in the finance department, as this funding and expenditures necessary to provide financial services were not included in the budget.

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

1. FINDINGS OF FACT

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

2. BUDGET AMENDMENT

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

3. REPEALER

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

4. SEVERABILITY

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

5. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the _____ day of _____, 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:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth, City Attorney

First Reading _____
Second Reading _____

ATTACHMENT "A"

TOWN OF HORIZON CITY
2025 BUDGET AMENDMENT 02
GENERAL FUND

<u>Account</u>	<u>Current Budgeted Amount</u>	<u>Amendment</u>	<u>Revised Budgeted Amount</u>
Salaries - Planning 01-509-5010	\$207,928.00	(\$12,000.00)	\$195,928.00
Contract Labor - Finance 01-521-5410	\$16,500.00	\$12,000.00	\$28,500.00

Town of Horizon City Capital Improvement Program

Council Meeting
May 13, 2025

Capital Program

Per Charter requirement for 3-year program, submitted to Council “at least three months prior to the final date for submission of the annual budget.”

Capital Improvement Plan



CAPITAL IMPROVEMENT PLAN - FUNDED AND UNFUNDED PROJECTS

Project Name and Type	Total	FY2025	FY2026	FY2027	Future Years	Funding Source(s)
Drainage Improvements & Land						
N. Darrington Recon.-ROW Acquisition	\$ 130,000	\$ 130,000	\$ -	\$ -	-	ARPA
Drainage Improvements	950,000	693,650	256,350	-	-	ARPA
Miscellaneous Drainage Improvements	136,041	136,041	-	-	-	2014 CO's
Upgrades to Storm Water Ponds and Rock Wall Constr	76,488	76,488	-	-	-	2014 CO's
Master Drainage Study	-	-	-	-	-	TBD
Drainage Improvements Downstream of Golf Course	-	-	-	-	-	TBD
Total	\$ 1,292,529	\$ 1,036,179	\$ 256,350	\$ -	-	
Economic Development						
Transit Plaza at TOD	2,816,000	-	2,816,000	-	-	TIRZ & other sources
Horizon City Property Portfolio	500,000	500,000	-	-	-	ARPA
Total	\$ 3,316,000	\$ 500,000	\$ 2,816,000	\$ -	-	
Non-Capitalized Expenditures Related to a Specific Program						125
Capital Improvement Program 2014-2016 General	10,000	10,000	-	-	-	2014 CO's
Capital Improvement Program 2018 General	10,000	10,000	-	-	-	2019 CO's
Total	\$ 20,000	\$ 20,000	\$ -	\$ -	-	
Park Improvements and Land						
New Park	4,266,584	2,383,000	1,883,584	-	-	2019 CO's and 2023 CO's
Benton/Ryderwood Dog Park	782,118	419,618	362,500	-	-	2019 CO's and 2014 CO's
Regional Recreation Facility	2,500,000	500,000	2,000,000	-	-	2023 CO's
Duaneburg to Carroll T. Welch Open Space Path	-	-	-	-	-	TBD
West Eastlake Estates Park Improvements	-	-	-	-	-	TBD
Park Upgrades - New Standards	-	-	-	-	-	TBD
Total	\$ 7,548,702	\$ 3,302,618	\$ 4,246,084	\$ -	-	
Street Infrastructure						
ADA Transition Plan - Assessment	250,000	250,000	-	-	-	ARPA
N. Darrington Reconstruction - ROW & Utilities - Copy	60,000	60,000	-	-	-	ARPA
ADA Implementation - FY 2023 COs	2,500,000	300,000	1,100,000	1,100,000	-	2023 CO's
Breaux Street Improvements (from Horizon Blvd. to Nunda)	1,001,450	1,001,450	-	-	-	Street Maintenance Fund
2023-2024 Street Maintenance Program	1,625,190	1,625,190	-	-	-	Street Maintenance Fund
Oxbow and Pawling Street Improvements	1,859,492	1,859,492	-	-	-	2014 CO's
Rodman Street Shared-use Path	161,320	161,320	-	-	-	2023 CO's and federal funds



CAPITAL IMPROVEMENT PLAN - FUNDED AND UNFUNDED PROJECTS

Project Name and Type	Total	FY2025	FY2026	FY2027	Future Years	Funding Source(s)
Pavement Management Information System	69,689	-	69,689	-	-	2014 CO's
Horizon Blvd Path Improvements	365,000	-	65,000	300,000	-	2019 CO's
Ensor Welch Path Improvements	250,000	50,000	200,000	-	-	2019 CO's
North Darrington Reconstruction	13,619,176	2,485,400	5,332,708	5,801,068	-	2014 CO's, STP, CRRSA 2014 CO's TXDOT Safety Project Funding
N. Kenazo Safety Lighting Project - FY 2022	498,179	498,179	-	-	-	2014 CO's & TXDOT Safety Project Funding
South Darrington Safety Lighting Project	973,522	973,522	-	-	-	2023 CO's
FY23 COs - Matches for Federal Projects	1,838,680	919,340	919,340	-	-	2023 COs
Street & Drainage Improvements - FY23 COs	1,500,000	750,000	750,000	-	-	2023 COs
N. Darrington Reconstruction - FY 2023 COs	2,000,000	1,000,000	1,000,000	-	-	2023 COs HUD - Community Project Funding
Dilley, Delake and Horizon Transit Plaza - Design	1,760,000	1,760,000	-	-	-	126 TBD
S. Darrington Rd. Repaving	13,450,000	-	-	-	13,450,000	TBD
N. Kenazo Ave. Reconstruction	15,703,000	-	-	-	15,703,000	TBD
S. Kenazo Ave. Reconstruction	9,530,000	-	-	-	9,530,000	TBD
Kenazo Dr. Extension	6,177,000	-	-	-	6,177,000	TBD
Alberton Ave./Antwerp Rd. Construction	16,519,000	-	-	-	16,519,000	TBD
Dilley and Delake Drives	7,656,000	-	7,656,000	-	-	TIRZ & other sources
School Zone Upgrades	-	-	-	-	-	TBD
Darrington Illumination	-	-	-	-	-	TBD
Rifton Illumination	-	-	-	-	-	TBD
S. Kenazo Illumination	-	-	-	-	-	TBD
Sidewalk Construction on Arterials & Collectors	-	-	-	-	-	TBD
New Traffic Signals/Roundabouts	-	-	-	-	-	TBD
McMahon Street Improvements	-	-	-	-	-	TBD
Texas Rainbow Extension to N. Kenazo	-	-	-	-	-	TBD
Duanesburg Street Improvements (from Horizon Blvd. to S. Kenazo)	-	-	-	-	-	TBD
Horizon Blvd. Median Improvements between Ashford and Rifton Ct.	-	-	-	-	-	TBD
Horizon Boulevard - Intersection Improvements at Horizon Crossing	-	-	-	-	-	TBD
Update and Expand Hike and Bike Trails	-	-	-	-	-	TBD
ADA Transition Plan - Implementation	-	-	-	-	-	2014 CO's and 2023 CO's
Howard Lowe Rd. ROW Improvements	-	-	-	-	-	TBD
Rodman Street Improvements	-	-	-	-	-	TBD
Total	\$ 99,366,698	\$ 13,693,893	\$ 17,092,737	\$ 7,201,068	\$ 61,379,000	



CAPITAL IMPROVEMENT PLAN - FUNDED AND UNFUNDED PROJECTS

Project Name and Type	Total	FY2025	FY2026	FY2027	Future Years	Funding Source(s)
Administrative Buildings and Land						
City Hall Build Out	500,000	359,170	140,830	-	-	ARPA
Horizon Transit Plaza Siting	90,000	90,000	-	-	-	ARPA
Municipal Facilities Ph. 1 - FF&E - Copy	750,000	750,000	-	-	-	ARPA
Municipal Facilities - Phase 2 - Town Hall and Municipal Court	13,300,000	-	-	1,800,000	11,500,000	TBD
ADA Transition Plan	2,000,000	2,000,000	-	-	-	2014 CO's
Total	\$ 16,640,000	\$ 3,199,170	\$ 140,830	\$ 1,800,000	\$ 11,500,000	
Public Safety Buildings and Land						
City Hall/Police Headquarters	15,414,950	12,481,960	2,932,990	-	-	127 2023 COs
Total	\$ 15,414,950	\$ 12,481,960	\$ 2,932,990	\$ -	\$ -	
Quality of Life Buildings and Land						
Multipurpose Center	-	-	-	-	-	TBD
Renovate Oz Glaze Senior Center	-	-	-	-	-	TBD
Develop a Community Pool	-	-	-	-	-	TBD
Total	\$ -	\$ -	\$ -	\$ -	\$ -	
Grand Total	\$ 143,598,879	\$ 34,233,820	\$ 27,484,991	\$ 9,001,068	\$ 72,879,000	

Capital Fund by Category

Project Type	Amount	Percent of Total CIP
Drainage Improvements & Land	\$ 1,292,529	0.90%
Economic Development	\$ 3,316,000	2.31%
Non-Capitalized Expenditures	\$ 20,000	0.01 ₂₈ %
Park Improvements and Land	\$ 7,548,702	5.26%
Street Infrastructure	\$ 99,366,698	69.20%
Administrative Buildings & Land	\$ 16,640,000	11.59%
Public Safety Buildings & Land	\$ 15,414,950	10.73%
Total	\$ 143,598,879	100.00%

Proposed Updates

- Updates to transportation project budgets to submit for inclusion in MPO's 2052 *Metropolitan Transportation Plan*
 - **S. Darrington Rd. Repaving**
 - **N. Kenazo Ave. Reconstruction**
 - **Kenazo Dr. Extension**
 - **Alberton Ave/Antwerp Rd. Construction**
 - **New Signal locations**

Highlights

- **Municipal Facilities Phase 1** – construction ongoing
- **N. Darrington Reconstruction**
 - Construction ongoing
 - Coordinating for SIB loan to fund gap
- **Howard Lowe Ave. Pedestrian Mall** – preparing application for Transportation Alternatives

Highlights

- **Rodman Shared Use Path** – anticipating that construction will begin in the summer 2025
- **Dilley, Delake and Transit Plaza Design** – anticipating design will begin in the summer 2025
- **2025-2026 Street Maintenance Program** – anticipating¹³¹ design will begin in late summer/early fall 2025

Town of Horizon City Capital Improvement Program

Council Meeting
May 13, 2025

132



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: May 9, 2025

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager *T. Quezada 5/9/25*

SUBJECT: On a resolution appointing Andres Renteria as the Town of Horizon City's designated representative on the Transportation Policy Board for the Metropolitan Planning Organization for the El Paso Urban Transportation Study Area

Background

The Metropolitan Planning Organization (MPO) is a regional transportation planning organization created as a result of federal transportation laws and regulations. The MPO is responsible for planning and programming regionally significant transportation projects utilizing various federal and state funding categories. Through the MPO bylaws, each member organization, including the County and municipalities in the El Paso Urban Transportation Study Area is allotted membership into both the policy making body, the Transportation Policy Board (TPB) and the technical advisory committee made up of staff from the member entities, the Transportation Project Advisory Committee (TPAC).

Appointments to the TPB must be made through a governing body's resolution for El Paso County and the member municipalities. Staff appointments to the TPAC are made by the chief executive officer of the member entities.

Council Member Walter Miller was the previous Horizon City member of the TPB. Since he is no longer on the Council, a new appointment must be made.

Requested Action

Council approval of the attached resolution appointing Mayor Rentería as the designated representative to the TPB.

Fiscal Impact

No fiscal impact is associated with this action.

RESOLUTION

Town of Horizon City

WHEREAS, the Town of Horizon City is a member of Metropolitan Planning Organization for the El Paso Urban Transportation Study Area (MPO);

WHEREAS, pursuant to Article III of the Bylaws and Procedures for the MPO the Town of Horizon City is entitled to appoint “One Elected Official: Mayor or Appointee to serve as a member of the Transportation Policy Board”;

WHEREAS, the MPO Bylaws and Procedures require that all member organizations make their appointments to the TPB by passing a resolution of the governing body; and

WHEREAS, the Horizon City Council desires to appoint a new member to the TPB to fill the vacancy created upon the retirement of Council Member Walter Miller;

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

1. That Andres (Andy) Renteria, Mayor of the Town of Horizon City, shall serve as the Town of Horizon City’s designated representative on the TPB of the Metropolitan Planning Organization for the El Paso Urban Transportation Study Area.
2. The appointment shall be effective on the date this Resolution is approved by the Horizon City Council and shall continue until the City Council repeals the appointment by designating another individual.

Passed and approved the ____ day of May 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

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

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

The Town of Horizon City shall be responsible for 100% of the engineering and design costs in the amount of \$1,754,532.92, any cost overruns, and the direct costs payable to the State of Texas.

Additionally, the Mayor is authorized to sign all documents and agreement amendments, and perform all actions required to carry out the obligations of the City under the Agreement.

PASSED AND APPROVED THE ____ day of May 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**



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: May 9, 2025
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager
SUBJECT: On a revised 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

Background

Projects funded through federal transportation funds are managed and monitored through the Texas Department of Transportation (TXDOT) and Advance Funding Agreements (AFA) are the standard agreement documents that TXDOT and municipalities enter into to define the roles and responsibilities of each entity for the specific project.

On March 11, 2025, City Council approved a resolution authorizing the Mayor to sign the agreement for Delake Street Construction. Upon review of the resolution authorizing the Mayor to sign the agreement, TXDOT requested revisions to the resolution. This revised resolution addresses the revisions TXDOT requested. Specifically, this resolution includes language that the City is responsible for any cost overruns, and the direct costs payable to the State of Texas. The additional language provides that the Mayor is authorized to sign all documents and agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

Project Description

Delake Rd. is an unimproved right-of-way in the Transit Oriented Development (TOD) zone. The project is the design and construction of the roadway between N. Darrington and Rodman Street to include pedestrian amenities, street and drainage improvements, water and wastewater utilities and a complete streets approach to the roadway consistent with the TOD guidelines. Delake is one of the two principal roadways intended to form the first phase of public development for the TOD.

Requested Action

Staff requests approval of the revised resolution so the agreement can be executed by TXDOT.

Fiscal Impact

No new fiscal impact is anticipated. As per the previous Council Action, the Town is responsible for the design phase of the project which is funded through a HUD grant and the direct costs under this agreement, **\$4,463.00** will be funded through the **City's federal grant matches funding in the 2023 Certificates of Obligation.**

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Surface Transportation Program (STP)
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **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, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **rehabilitation of existing road**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	N/A	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of construction of a two lane roadway with enhanced pedestrian facilities, bike lanes, and illumination to provide access to the Horizon City Transit Oriented Town Center. Limits from Darrington Road to Rodman Street.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government’s requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government’s funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State’s estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the “Texas Department of Transportation” or may use the State’s Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT’s Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State’s request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem’s mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

engineering plans shall be developed in accordance with the applicable State’s *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State’s authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government’s appraisal, determine the fair market value and credit that amount towards the Local Government’s financial share. If donated property is to be used as a funding match, it may not be provided by the Local

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Town of Horizon City ATTN: Planning Director 14999 Darrington Rd. Horizon City, Texas 79928	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement’s subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government’s procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

whose property has been acquired because of federal or federal-aid programs and projects).

- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is:

<https://www.sam.gov/portal/public/SAM/>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

32. Signatory Warranty

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

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

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Typed or Printed Title

Date

Signature

Typed or Printed Name

City Mayor _____
Typed or Printed Title

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-691	AFA ID	Z00005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT A
LOCATION MAP SHOWING PROJECT**



TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06 -691	AFA ID	Z000005065	CFDA No.	20.205
AFA CSJs	0924-06-691			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	19745		
Project Name	Delake Street Construction			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Engineering and environmental costs will be allocated based on 100% Local Government funding. The Local Government will then be responsible for 100% of the costs and overruns.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Engineering (by Local Government)	\$1,664,999.00	0%	\$0	0%	0%	\$ 0	100%	0%	\$1,664,999.00
Environmental (by Local Government)	\$85,000.00	0%	\$0	0%	%	\$ 0	100%	0%	\$85,000.00
Subtotal	\$1,749,999.00		\$0			\$0			\$1,749,999.00
Environmental Direct State Costs	\$ 1,575.00	0%	\$0	0%	0%	\$0	100%	0%	\$ 1,575.00
Right of Way Direct State Costs	\$ 525.00	0%	\$0	0%	0%	\$0	100%	0%	\$ 525.00
Engineering Direct State Costs	\$ 1,838.00	0%	\$0	0%	0%	\$0	100%	0%	\$ 1,838.00
Utility Direct State Costs	\$ 525.00	0%	\$0	0%	0%	\$0	100%	0%	\$ 525.00
Construction Direct State Costs	\$ 788.00	80%	\$ 630.40	0%	11%	\$ 86.68	20%	9%	\$ 70.92
Indirect State Costs (5.29%)	\$ 92,574.95	0%	\$0	100%	0%	\$ 92,574.95	0%	0%	\$ 0
TOTAL	\$1,847,824.95		\$630.40			\$92,661.63			\$1,754,532.92

Initial payment by the Local Government to the State: \$ 4,463.00
Payment by the Local Government to the State before construction: \$70.92
Total payment by the Local Government to the State: \$ 4,533.92
The final amount of Local Government participation will be based on actual costs.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: May 9, 2025
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager *Teresa Quezada 5/9/25*
SUBJECT: On change order no. 5 to Dantex General Contractors for \$34,343.34 for the Municipal Facilities project (Solicitation 23-101)

AND

On change order no. 6 to Dantex General Contractors for \$44,818.03 for the Municipal Facilities project (Solicitation 23-101)

Background

On July 9, 2024, City Council awarded the Municipal Facilities project (Solicitation 23-101) for \$9,070,442.00 to include the award for 4 alternate bids. The project is designed to house police department, public works department and the City Council and Municipal Court facilities. The total project was funded through the issuance of 2023 Certificates of Obligation, and the project budget included funding for contingency.

Change orders which change project scopes, exceed \$10,000 per change order, or add more than one week to the project construction schedule (either 5 working days or 7 calendar days depending on how the contract was awarded), are presented to Council for their approval.

The work to be performed through the two change orders for Council consideration have been discussed with prior Councils and have undergone the usual negotiation process and reviews by the City's construction manager, Exigo, the Town Engineer, Huitt Zollars and staff review.

Item Description

The two change orders call for the work, time and cost identified on the table below.

Item	Amount	Time	Percent of Contract
Change order no. 5: New sewer discharge into Darrington at a different location on the project	\$34,343.34	35 days	0.38%
Change order no. 6: New 8-foot wall at boundary with residential properties at the northern end of the city-owned property	\$44,818.03	0 days	0.49%
Total	\$79,161.37	35 days	0.87%

Total increases to the project including the two proposed change orders are **\$177,465.25** and account for a total of **1.96% of the original contract award**. This amount and percentage increase is within the allocated contingency for a construction project of this complexity and magnitude.

Requested Action

The City's consultant team and staff recommend approval of the two change orders.

Fiscal Impact

The increase to the construction contract as a result of both change orders is **\$79,161.37**. This amount will be funded through the project budget funded through **FY 2023 Certificates of Obligation**.

CHANGE ORDER NO. 5

PROJECT:	<u>Horizon City Mjnickpal Facilities Phase I</u>	DATE OF ISSUANCE: May 13, 2025
OWNER:	TOWN OF HORIZON CITY 14999 Darrington Rd. Horizon City, Texas 79928	EFFECTIVE DATE: May 13, 2025
CONTRACTOR:	<u>Dantex General Contractors</u> <u>4727 Osborne</u> El Paso, TX 79922	OWNER'S BID NO. CSP 23-038 Project No. 2.513D
CONTRACT FOR:	<i>New Municipal Facilities for the City of Horizon</i>	ARCHITECT: Eugenio Mesta, AIA Exigo Architects 211 N. Florence Ste. A El Paso, Tx 79912
		ARCHITECT'S PROJECT NO: 20201600

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

Item No. 1: **New Sewer Discharge into Darrington Road** - (\$34,343.34; 35 days impact to contract time)

PURPOSE OF CHANGE ORDER:

Item No. 1. The Contractor has proposed additional cost associated with providing new sewer discharge into Darrington Road. Originally indicated in permit and contract drawings as a 4" sewer discharge to be installed at the Southeast side of the new building. Revised drawings provided indicate the revised sewer discharge to be to the East of the building (towards Darrington Road) and to stop at the property line; additional changes to the water connections are indicated in the revised drawings. In addition contractor is requesting an additional 35 days to be added to the contract time. See attached.

CHANGE ORDER NO. <u>5</u>	
PROJECT: <i>Horizon City Municipal Facilities Phase I</i>	
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME
ORIGINAL PRICE: \$ 9,070,442.00	ORIGINAL CONTRACT TIME MILESTONES: <i>Substantial Completion: 455 Days</i> <i>Final Completion: 485 Days</i> CONTRACT TIME: <i>Due Date: November 9, 2025</i> <i>Due Date: December 9, 2025</i>
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER \$ 9,168,745.88	CONTRACT TIME PRIOR TO THIS CHANGE ORDER MILESTONES: <i>Substantial Completion: 455 Days</i> <i>Final Completion: 485 Days</i> CONTRACT TIME: <i>Due Date: November 9, 2025</i> <i>Due Date: December 9, 2025</i>
NET INCREASE/DECREASE OF THIS CHANGE ORDER \$ 34,343.34	NET INCREASE/DECREASE OF THIS CHANGE ORDER MILESTONES: <i>Substantial Completion:</i> <i>Final Completion:</i> CONTRACT TIME: <i>35 Days</i> <i>35 Days</i>
CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS \$ 9,203,089.22	CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS MILESTONES: <i>Substantial Completion: 490 Days</i> <i>Final Completion: 520 Days</i> CONTRACT TIME: <i>Due Date: December 14, 2025</i> <i>Due Date: January 13, 2026</i>

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

ACCEPTED:

By [Signature]
Contractor: Dantex General Contractors

Date 4/15/25

REVIEWED:

By [Signature]
Eduardo Garcia, - Interim Director of Planning

Date _____

RECOMMENDED:

By [Signature]
Exigo: Jesus Ortega PM

Date 4.15.25

APPROVED:

By [Signature]
Andres Renteria, Mayor

Date _____

ARCHITECT'S COST SUMMARY AND CLASSIFICATION OF SOURCE OF CHANGE

Design Architect : Eugenio Mesta, AIA, Exigo Architects
 Change Order #: 5
 Project: Horizon City Municipal Facilities – Phase I
 Contractor: Dantex General Contractors
 Owner Bid No.: CSP 23-038 Project No. 22.513D
 Total Impact to Cost: \$ 34,343.34
 Total Impact to Time: 35 Days
 Date: 4/14/2025

Item No. 1	Wage Rate Increase
<i>Classification</i>	Revised Sewer System Discharge to Darrington Road
<i>Impact to Cost</i>	\$34,343.34
<i>Impact to Time</i>	35 Days
<i>Justification</i>	See Change Order Narrative for Item No. 1
<i>Cost Summary</i>	Revised Sewer System Discharge

Item No. 2	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

Item No. 3	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

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

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

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

Item	Description	Unit Measure	Unit Cost	Quantity	Material	Labor	Net Amount
001	Provide credit for sewer service as noted in contract/permit drawings	lot	1		\$ -	\$ -	-\$8,608.28
002	Revised Sewer System as per provided drawings on 1/06/25 to include 2 manholes	lot	1		\$ -	\$ -	\$35,336.80
003	Installer OH&P (15%)						\$4,009.28
					subtotal		\$30,737.80
004	General Liability	LS	0.2800%	1			\$86.07
005	Builders Risk	LS	0.4500%	1			\$138.32
006	P & P Bond	LS	1.0000%	1			\$307.38
					Subtotal		\$531.76
	Description				Percent		Amount
	Overhead & Profit				10%		\$3,073.78
	Sales Tax				N/A		
					Total Cost		\$34,343.34



4717 Oakrow Dr. Ste 100, El Paso Tx, 79922 Office(915) 905-6327 Fax (915) 911-4228

PROPOSAL # 3 Revised 2	
TO:	Dantex Construction
JOB NAME	Horizon Municipal Building
DATE:	3/11/2025

We hereby submit specifications and estimates for:

Furnish and install new 8" sewer line and manholes to property line. Delete original 4" sewerline to ponding area connection.


CREDIT		
180'	4" PVC Pipe	-\$450.00
2	4" PVC Combo	-\$80.00
2	4" Cleanouts	-\$150.00
32 Hrs	Labor	-\$4,233.28
	Warning Tape	-\$55.00
	Shoring Rental	-\$2,000.00
	Backhoe Rental	-\$840.00
	Compaction Equipment Rental	-\$800.00
	Subtotal:	-\$8,608.28
NEW WORK		
40'	4" PVC Pipe	\$100.00
1	8X4 PVC SDR-35 WYE	\$178.00
1	4" PVC SDR-35 1/8 bend	\$18.00
140'	8" PVC SDR-35 Pipe	\$2,030.00
2	Manholes 6' each	\$7,350.00
3 Weeks	Shoring Rental	\$2,681.36
3 Weeks	Backhoe Rental	\$3,998.09
3 Weeks	Compaction Equipment Rental	\$2,041.06
	Misc. Diesel, Gas	\$742.50
	Warning Tape	\$55.00
120 Hrs	Labor	\$15,874.80
3 Weeks	Equipment Insurance	\$267.99
	Subtotal:	\$35,336.80
	SUBTOTAL:	\$26,728.52
	15% P&OH	\$4,009.28
	TOTAL:	\$30,737.80

Exclusions: Density testing, excess dirt haul off, patching, repairs of any damaged underground line not marked prior to starting excavation, manhole testing, MUD requirements, cutting of asphalt concrete. Extension of time is 3 weeks.

WE PROPOSE hereby to furnish material and labor-complete in accordance with these specifications for the sum of,

Payable as follows: dollars \$ **30,737.80**

All material is guaranteed to be specified. All work to be complete in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's compensation insurance.

Authorized Signature 
 Note: This proposal may be withdrawn by us if not accepted within 30 days.



4727 Osborne • El Paso, Texas 79922 • (915) 584-9300

March 13, 2025

Exigo Architects
211 N. Florence, Suite 204
El Paso, TX 79901
Attn: Rafael Renovato
Luis Lares

RE : **Horizon Municipal Facilities Phase 1
Proposed Change Order #03**

Dear Mr. Renovato and Mr. Lares,

Exigo Architects issue on 1/06/25 revised plumbing drawings package including P100 dated 12/26/24.

Revised P100 is resulting from RFI #04 dated open on 9/04/24.

Revised P100 indicates new size and direction for the sewer connection, revised drawings request for the sewer waste line immediately outside of the building to discharge into a new manhole, exit waste from the new manhole to be new 8" SDR pipe directed to Darrington Ste. up to property line, with final connection to be performed by others (including new manhole at final connection).

Dantex General Contractors and Plumbing Subcontractor are presenting the attached proposed change order for review and approval.

Proposed credit for initial (original) installation includes:

- 180' LF of 4" PVC pipe
- 32 Man hrs. (Crew) of Installation
- Shoring and equipment rental time

Work originally to be conducted concurrently with the building underground installation, maximizing the time use of the equipment and installation crew, performing several tasks simultaneously (excavating and installing) by the same crew, equipment was already on site (shoring, backhoe, compaction equipment), cost of this work is as originally intended to be installed and from original bid proposal.

Cost proposal for revised installation to include:

- 40 LF of 4" PVC pipe
- 180 LF of 8" PVC pipe
- Additional 2 NEW Manholes (including delivery)
- Additional shoring equipment for manhole installation, additional delivery and pick up costs.
- Excavation and Compaction equipment, additional time required due to increase size of trench and manhole, additional delivery and pick up cost of the equipment.

The revised sewer connection will be conducted as an independent task. All underground plumbing work required under this contract had been installed by the time the revised drawings were issued, all labor crews and equipment required for this task/ work-order have been demobilized from the site.

Additional contract time is being requested as part of this additional out of sequence work.

This proposal superseded previous proposal issued 1/16/25 and 2/13/25.

Regards,

Hector Olave

Hector Olave
Project Manager
Dantex General Contractors, Inc.

CC

Tyler Daniels, President
Project File

Dantex General Contractors

CHANGE ORDER REQUEST NO. 03

4727 Osborne
El Paso, Texas 79922

Phone: (915) 584-9300
Fax: (915) 833-0253

TITLE: Revised Sewer System Discharge to Darrington Rd
PROJECT: Horizon Municipal Facilities Phase 1, PO #008625
TO: EXIGO
211 N. Florance, Suite 204
El Paso, Texas 79901
Phone: (915) 533-0323

DATE: 3/13/25
JOB: 1322

DX

DESCRIPTION OF PROPOSAL:

Provide new sewer discharge into Darring Rd.

Originally indicated in permit and contract drawings, 4" sewer discharge to be installed to the Southeast side of the new building, Revised drawings provided on 1/06/25 indicate the revised sewer discharge to be to the East of the building (towards Darrington Rd) and stop at the property line; additional changes to the water connections are indicated in the revise drawings.

We are requesting an additional 35 days to be added to the current contract time, current schedule shows a delay start in this activity of 56 calendar days, the schedule updated on 11/31/24, indicates start of sewer connection on 12/09/24, current date is being impacted by 35 calendar days shown the critical path.

Dantex General Contractors Inc. is requesting an additional 35 calendar days be added to the contract time due to this change.

Item	Description	Unit Measure	Unit Cost	Quantity	Material	Labor	Net Amount
001	Provide credit for sewer service as noted in contract/permit drawings	lot	1		\$ -	\$ -	-\$8,608.28
002	Revised Sewer System as per provided drawings on 1/06/25 to include 2 manholes	lot	1		\$ -	\$ -	\$35,336.80
003	Installer OH&P (15%)						\$4,009.28
					subtotal		\$30,737.80
004	General Liability	LS	0.2800%	1			\$86.07
005	Builders Risk	LS	0.4500%	1			\$138.32
006	P & P Bond	LS	1.0000%	1			\$307.38
					Subtotal		\$531.76

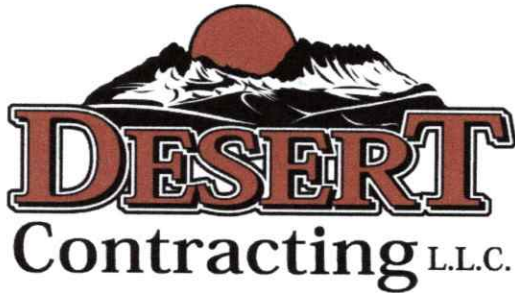
Description	Percent	Amount
Overhead & Profit	10%	\$3,073.78
Sales Tax	N/A	
Total Cost		\$34,343.34

By: Hector Olave
Hector Olave / Dantex General Contractors

By: _____

Date: 3/13/25

Date: _____



4717 Osborne Dr Ste 100 El Paso Tx. 79922 Office(915) 595-4337 Fax (915) 591-4228

We hereby submit specifications and estimates for.

PROPOSAL # 3 Revised 2

TO: Dantex Construction

JOB NAME Horizon Municipal Building

DATE: 3/11/2025

Furnish and install new 8" sewer line and manholes to property line. Delete original 4" sewerline to ponding area connection.

CREDIT

180'	4" PVC Pipe	-	\$450.00
2	4" PVC Combo	-	\$80.00
2	4" Cleanouts	-	\$150.00
32 Hrs	Labor	-	\$4,233.28
	Warning Tape	-	\$55.00
	Shoring Rental	-	\$2,000.00
	Backhoe Rental	-	\$840.00
	Compaction Equipment Rental	-	\$800.00
			Subtotal: -\$8,608.28

NEW WORK

40'	4" PVC Pipe		\$100.00
1	8X4 PVC SDR-35 WYE		\$178.00
1	4" PVC SDR-35 1/8 bend		\$18.00
140'	8" PVC SDR-35 Pipe		\$2,030.00
2	Manholes 6' each		\$7,350.00
3 Weeks	Shoring Rental		\$2,681.36
3 Weeks	Backhoe Rental		\$3,998.09
3 Weeks	Compaction Equipment Rental		\$2,041.06
	Misc. Diesel, Gas		\$742.50
	Warning Tape		\$55.00
120 Hrs	Labor		\$15,874.80
3 Weeks	Equipment Insurance		\$267.99
			Subtotal: \$35,336.80

SUBTOTAL: \$26,728.52

15% P&OH \$4,009.28

TOTAL: \$30,737.80

Exclusions: Density testing, excess dirt haul off, patching, repairs of any damaged underground line not marked prior to starting excavation, manhole testing, MUD requirements, cutting of asphalt concrete. Extension of time is 3 weeks.

WE PROPOSE hereby to furnish material and labor-complete in accordance with these specifications for the sum of,

Payable as follows:

dollars \$

30,737.80

All material in guaranteed to be specified. All work to be complete in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's compensation Insurance.

165

Authorized

Signature _____

Note: This proposal may be whitdrawn by us if not accepted within 30 days.

TAMPER RENTAL

3 weeks tamper plate rental	495. ⁰⁰ /week	1485. ⁰⁰
21 days Environmental charge	.50/day	10. ⁵⁰
Delivery charge		195. ⁰⁰
Pick up charge		195. ⁰⁰
		<hr/>
		1885. ⁵⁰
		155. ⁵⁰
		<hr/>
		2041. ⁰⁰
SALES TAX		

BACKHOE RENTAL

3 weeks backhoe rental	1100. ⁰⁰ /week	3300. ⁰⁰
21 days TEXAS CLEAN AIR TAX	1.382/day	29. ⁰³
21 days Personal Property tax	.183/day	3. ⁸⁵
21 days Environmental charge	.50/day	10. ⁵⁰
Delivery charge		175. ⁰⁰
Pickup charge		175. ⁰⁰
		<hr/>
		3693. ³⁸
Sales tax		304. ⁷¹
		<hr/>
		3998. ⁰⁹



BRANCH LOCATION
ELP
915-633-6625
AFTER HR#:(915) 309-4315

PLEASE REMIT TO:
P.O. BOX 208439
Dallas, TX 75320-8439

CONTRACT TYPE: QUOTE
INVOICE # **22765237**
PO # MONTHLY QUOTE
JOB #
JOB NAME: DESERT CON
ORDERED BY: FERNANDO/RODRIGOB/14
DATE/TIME OUT: 3/06/25 1:30 PM
DATE/TIME IN: 4/02/25

CUSTOMER # 103997 PHONE# 915-595-4337
DESERT CONTRACTING LLC
6802 COMMERCE AVE SUITE A
EL PASO, TX 79915



CONTACT: PERLA 915-595-4337 TERRITORY:317 PROCESSED BY: RODRIGOB
DRIVER LICENSE: LICENSE PLATE: RETURN LOC:
JOB ADDRESS: 6802 COMMERCE AVE EL PASO TX 79915, C:SWC
DEL. INSTRUCTIONS: CUSTOMER OFFICE

RENTAL RATES ARE FOR EACH ITEM AND DO NOT INCLUDE FUEL OR DELIVERY

PAGE: 1

ITEM QTY	EQUIPMENT DESCRIPTION EQUIP. #	DAY	RATES WEEK	4 WEEK	EXTENDED PRICE
1	BACKHOE-4WD 14' STANDARD 0876300 CC: 087-6300	540.00	1100.00	2400.00	2400.00
SALES ITEMS:					
Qty	Item number	Unit	Price		
1	TERP 1.5	EA	41.475		41.48
	TEXAS CLEAN AIR TAX 1.5%				
1	PPT	EA	5.494		5.49
	HB 2476 - PERSONAL PROPERTY TAX				
1	ENV	EA	15.000		15.00
	ENVIRONMENTAL CHARGE				
	DELIVERY CHARGE				175.00
	DELIVERY BY:				
	PICKUP CHARGE				175.00
	PICKUP BY:				
This contract has custom rates applied.			SUB TOTAL:	2811.97	
			DAMAGE WAIVER:	** N/A **	
			TAX:	228.57	
			TOTAL AMOUNT DUE:	3040.54	

RENT CONTINUES UNTIL YOU CALL 915-633-6625 TO HAVE EQUIPMENT PICKED UP.

CUSTOMER SIGNATURE	PRINT CUSTOMER'S FULL NAME	DELIVERED BY	DATE
--------------------	----------------------------	--------------	------

PAYMENT TERMS: NET 30 UPON ISSUANCE OF INVOICE (INVOICE DATE). SERVICE CHARGES AT THE LESSER RATE OF 1.5% PER MONTH OR THE MAXIMUM RATE PERMITTED BY LAW ON PAST DUE ACCOUNTS.
SUNSTATE EQUIPMENT WILL IMPOSE A SURCHARGE OF 2.0% FOR CREDIT CARD PAYMENTS, WHERE PERMITTED BY LAW. THIS FEE DOES NOT EXCEED THOSE INCURRED BY SUNSTATE EQUIPMENT.
A SERVICE/CLEANING CHARGE MAY RESULT DUE TO EQUIPMENT BEING RETURNED DAMAGED OR IN NEED OF EXCESSIVE CLEANING.
THE ENVIRONMENTAL FEE IS NOT REGULATED NOR COLLECTED BY OR FOR ANY GOVERNMENTAL AGENCY.
UNLAWFUL FAILURE TO RETURN RENTED PROPERTY MAY BE A FELONY. FINES, CRIMINAL PROSECUTION, AND/OR IMPRISONMENT COULD RESULT.
CUSTOMER AGREES TO RECEIVE ELECTRONIC COMMUNICATIONS FROM SUNSTATE, INCLUDING PHONE CALLS, EMAILS AND TEXT MESSAGES. TO READ MORE ABOUT THE TERMS OF USE REGARDING THESE COMMUNICATIONS, PLEASE VISIT: WWW.SUNSTATEEQUIP.COM/LEGAL/TERMS-OF-USE.
PRIOR TO ACCEPTING THE EQUIPMENT, CUSTOMER IS ADVISED TO REVIEW THE TERMS AND CONDITIONS ("TERMS AND CONDITIONS") ON THE RENTAL CONTRACT LOCATED AT WWW.SUNSTATEEQUIP.COM/LEGAL/TERMS-OF-RENTAL. BY ACCEPTING THE EQUIPMENT, THE CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS IN THEIR ENTIRETY. BY SIGNING ABOVE, 1) CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER HAS BEEN ADVISED TO REVIEW THE TERMS AND CONDITIONS, 2) CUSTOMER ACKNOWLEDGES AND AGREES THAT PRIOR TO ACCEPTING EQUIPMENT, CUSTOMER HAS REVIEWED, UNDERSTANDS, AND ACCEPTS THE TERMS AND CONDITIONS, 3) CUSTOMER IS OF LEGAL AGE AND HAS THE AUTHORITY AND POWER TO SIGN THIS AGREEMENT FOR/AS THE CUSTOMER, A PHYSICAL COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



**** COPY ****

BRANCH LOCATION

ELP

915-633-6625

AFTER HR#:(915) 309-4315

**PLEASE REMIT TO:
P.O. BOX 208439
Dallas, TX 75320-8439**

CONTRACT TYPE: QUOTE

INVOICE # **22765262**

PO # MONTHLY QUOTE

JOB #

JOB NAME: DESERT CON

ORDERED BY: FERNANDO/RODRIGOB/14

DATE/TIME OUT: 3/06/25 2:00 PM

DATE/TIME IN: 4/02/25

CUSTOMER # 103997 PHONE# 915-595-4337

**DESERT CONTRACTING LLC
6802 COMMERCE AVE SUITE A
EL PASO, TX 79915**



CONTACT: PERLA 915-595-4337

TERRITORY: 317

PROCESSED BY: RODRIGOB

DRIVER LICENSE:

LICENSE PLATE:

RETURN LOC:

JOB ADDRESS: 6802 COMMERCE AVE EL PASO TX 79915, C:SWC

DEL. INSTRUCTIONS: **CUSTOMER OFFICE**

RENTAL RATES ARE FOR EACH ITEM AND DO NOT INCLUDE FUEL OR DELIVERY

PAGE: 1

ITEM QTY	EQUIPMENT DESCRIPTION EQUIP. #	DAY	RATES WEEK	4 WEEK	EXTENDED PRICE
1	TAMPER-PLATE GAS 0171500 CC: 017-1500	130.00	495.00	970.00	970.00
SALES Qty	ITEMS: Item number	Unit	Price		
1	ENV ENVIRONMENTAL CHARGE	EA	15.000		15.00
	DELIVERY CHARGE				195.00
	DELIVERY BY:				
	PICKUP CHARGE				195.00
	PICKUP BY:				
SUB TOTAL:					1375.00
DAMAGE WAIVER:					** N/A **
TAX:					113.45
TOTAL AMOUNT DUE:					1488.45

*** GOOD FOR 30 DAYS *
* ESTIMATE PURPOSES ONLY ***

RENT CONTINUES UNTIL YOU CALL

915-633-6625

TO HAVE EQUIPMENT PICKED UP.

CUSTOMER SIGNATURE	PRINT CUSTOMER'S FULL NAME	DELIVERED BY	DATE
--------------------	----------------------------	--------------	------

PAYMENT TERMS: NET 30 ON ISSUANCE OF INVOICE (INVOICE DATE). SERVICE CHARGES AT THE LESSER RATE OF 1.5% PER MONTH OR THE MAXIMUM RATE PERMITTED BY LAW ON PAST DUE ACCOUNTS.
 SUNSTATE EQUIPMENT WILL IMPOSE A SURCHARGE OF 2.0% FOR CREDIT CARD PAYMENTS, WHERE PERMITTED BY LAW. THIS FEE DOES NOT EXCEED THOSE INCURRED BY SUNSTATE EQUIPMENT.
 A SERVICE/CLEANING CHARGE MAY RESULT DUE TO EQUIPMENT BEING RETURNED DAMAGED OR IN NEED OF EXCESSIVE CLEANING.
 THE ENVIRONMENTAL FEE IS NOT REGULATED NOR COLLECTED BY OR FOR ANY GOVERNMENTAL AGENCY.
 UNLAWFUL FAILURE TO RETURN RENTED PROPERTY MAY BE A FELONY, FINES, CRIMINAL PROSECUTION, AND/OR IMPRISONMENT COULD RESULT.
 CUSTOMER AGREES TO RECEIVE ELECTRONIC COMMUNICATIONS FROM SUNSTATE, INCLUDING PHONE CALLS, EMAILS AND TEXT MESSAGES. TO READ MORE ABOUT THE TERMS OF USE REGARDING THESE COMMUNICATIONS, PLEASE VISIT: WWW.SUNSTATEEQUIP.COM/LEGAL/TERMS-OF-USE.
 PRIOR TO ACCEPTING THE EQUIPMENT, CUSTOMER IS ADVISED TO REVIEW THE TERMS AND CONDITIONS ("TERMS AND CONDITIONS") ON THE RENTAL CONTRACT LOCATED AT WWW.SUNSTATEEQUIP.COM/LEGAL/TERMS-OF-RENTAL. BY ACCEPTING THE EQUIPMENT, THE CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS IN THEIR ENTIRETY. BY SIGNING ABOVE, 1) CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER HAS BEEN ADVISED TO REVIEW THE TERMS AND CONDITIONS, 2) CUSTOMER ACKNOWLEDGES AND AGREES THAT PRIOR TO ACCEPTING EQUIPMENT, CUSTOMER HAS REVIEWED, UNDERSTANDS, AND ACCEPTS THE TERMS AND CONDITIONS, 3) CUSTOMER IS OF LEGAL AGE AND HAS THE AUTHORITY AND POWER TO SIGN THIS AGREEMENT FOR/AS THE CUSTOMER. A PHYSICAL COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

REPRINT COPY

Revised 01/25



TRENCH SAFETY

RENTAL QUOTE

BRANCH 65B
1301 GAIL BORDEN PL
EL PASO TX 79935-5301
915-302-9050
915-598-1192 FAX

245157200

HORIZON JOBSITE
15021 DARRINGTON RD
HORIZON CITY TX 79928

Office: 915-595-4337

DESERT CONTRACTING
6802 COMMERCE AVE BLDG 9A
EL PASO TX 79915-1032

Customer #	: 4185115
Quote Date	: 03/04/25
Estimated Out	: 03/11/25 03:00 PM
Estimated In	: 03/18/25 01:00 PM
UR Job Loc	: 4240 ALAMEDA, EL PAS
UR Job #	: 33
Customer Job ID:	
P.O. #	: TBD
Ordered By	: PABLO ORNELAS
Written By	: VINCENT BETANCOURT
Salesperson	: VINCENT BETANCOURT

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
4	942/8276	END MEMBER 8'			42.00		168.00
8	940/9816	MODULAR SHIELD PANEL 24" X 6'			47.00		376.00
4	940/9786	MODULAR SHIELD STRUT 48"			25.00		100.00
1	940/9828	2' EXTENSION LEGS PACKAGE FOR BOXES			7.00		7.00
1	940/9825	LIFTING EYES LITE SHIELD (4/SET)			42.00		42.00
1	330/7113	LIFTING BRIDLE 4 LEG X 6'			26.00		26.00

Rental Subtotal: 719.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	DELIVERY CHARGE	160.000	EACH	160.00
1	PICKUP CHARGE	160.000	EACH	160.00
Sales/Misc Subtotal:				320.00
Agreement Subtotal:				1,039.00
Tax:				85.73
Estimated Total:				1,124.73

COMMENTS/NOTES:

CONTACT: PABLO ORNELAS
CELL#: 915-595-4337
DLV/PKU LOC SELECTED BY MAP PIN OPTION

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

Inland Marine

Named Insured: Desert Contracting LLC
 Carrier: Hanover Insurance Company
 Policy Term: 3/21/2024 to 3/21/2025
 Premium: \$4,645.00 estimated annual

Coverage

Equipment: Provides protection against direct physical loss or damage to Miscellaneous Tools & Equipment, Leased and/or Rented Contractor's Equipment.

Installation: Provides protection against direct physical loss or damage to materials and supplies owned by you that has been assigned to a particular job, while awaiting installation or being installed at a project site or while in transit.

Unscheduled Equipment

Description	Limit Per Item	Total Limit Per Group	Deductible
Leased/Rented Equipment	100,000	100,000	1,000*
Misc. Tools including Employee Tools	2,500	10,000	1,000*

Based on \$10,000 Leased/Rented Expenditures

*Except \$2,500 Deductible for Theft

Installation Builder's Risk Coverage Information

Coverage	Limit at any Single Location	Limit per Disaster	Limit at Temporary Location	Limit in Transit
Installation Coverage	1,000,000	1,000,000	100,000	100,000

2,500 Deductible

Extensions/Noteworthy Conditions & Exclusions

- \$1,188. Minimum Earned Premium, even if canceled mid-term
- Valuation: Actual Cash Value - Equipment
- Valuation: Actual cost to repair, replace or rebuild - Installation
- Includes Terrorism
- Excludes Contraband or property in the course of illegal transportation or trade
- Excludes property that you loan, lease or rent to others
- Excludes Underground Mining Operations

This quote is but an overview of the coverage, limits, conditions, and exclusions that will make up the policy to be issued. Always refer to the actual policy forms for specific wording of such coverage, limits, conditions, and exclusions.





Dantex Construction Co.
 4727 Osborne Drive
 El Paso, Texas 79922
 P: (915) 584-9300
 F: (915) 833-0253

Project: 1322 Town of Horizon Municipal Facilities-Phase 1
 150021 Darrington Rd
 Horizon City, Texas 79928

RFI #4: New 4" Sewer Connection

Status	Open		
To	Rafael Renovato (Exigo Architecture) <i>(Response Required)</i>	From	Hector Olave (Dantex General Contractors) 4727 Osborne Drive El Paso, Texas 79922
Date Initiated	Sep 4, 2024	Due Date	Sep 13, 2024
Location	Site	Project Stage	Course of Construction
Cost Impact		Schedule Impact	
Spec Section		Cost Code	
Drawing Number	P100	Reference	
Linked Drawings			
Received From			
Copies To	Rafael Renovato (Exigo Architecture)		

Activity

Question

Question from Hector Olave Dantex General Contractors on Wednesday, Sep 4, 2024 at 05:01 PM MDT
 Current contract drawing P100 key note 2 indicated for new 4" sewer line to be connected to existing sewer, field verify. There is no waste water system within the site/project. Please provide direction for waste water connection.

Attachments
[Horizon P100.pdf](#)

Awaiting an Official Response

**HORIZON CITY
MUNICIPAL FACILITIES
PHASE 1 100%
CONSTRUCTION
DOCUMENT**

1957

Consultants:

DECEMBER 03, 2020

Drawing Date: 12/03/20
Drawn: FSI
Checked: JAB
Scale: AS SHOWN

Revisions:

No.	Description	Date
9	City Rev #5	12/26/24

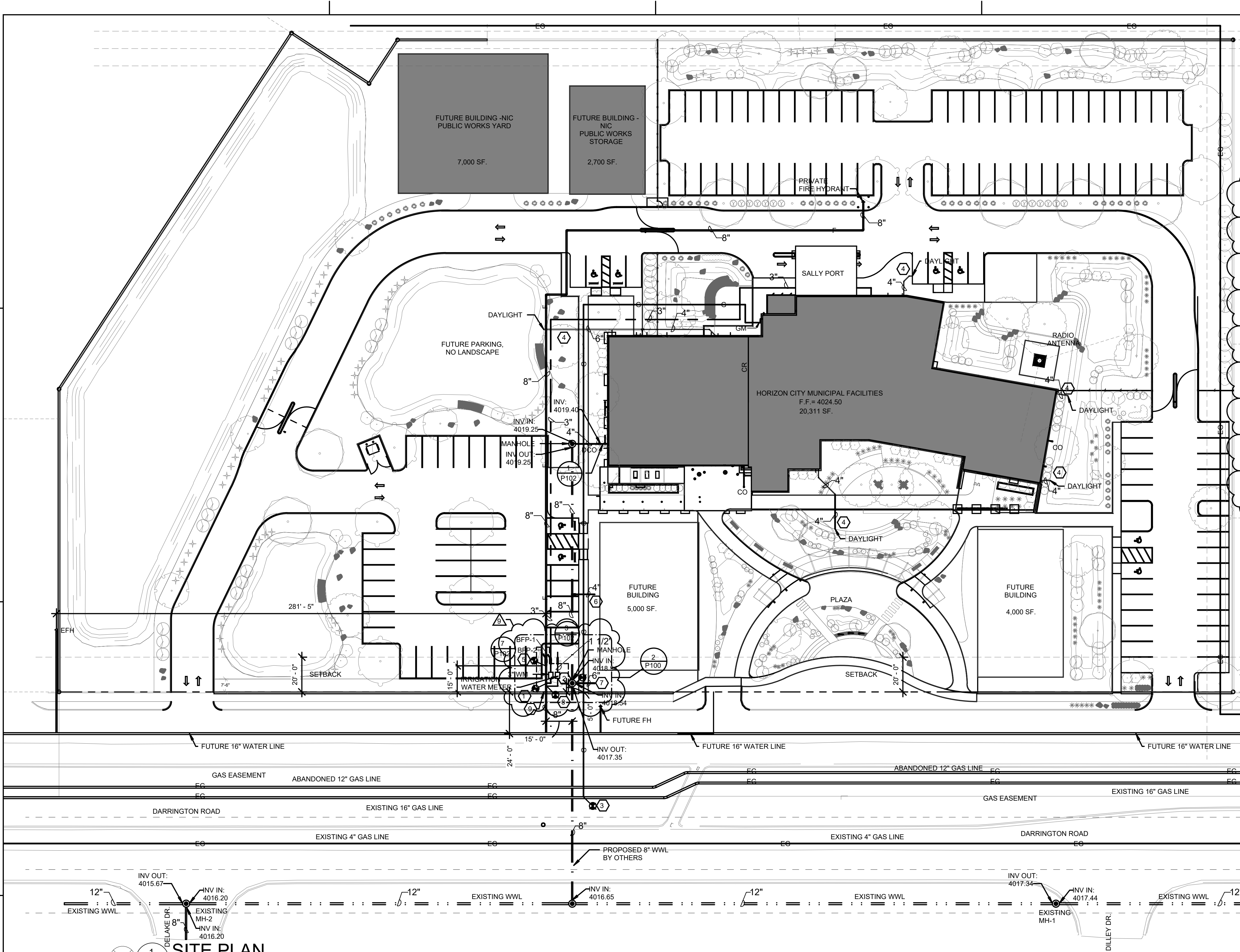
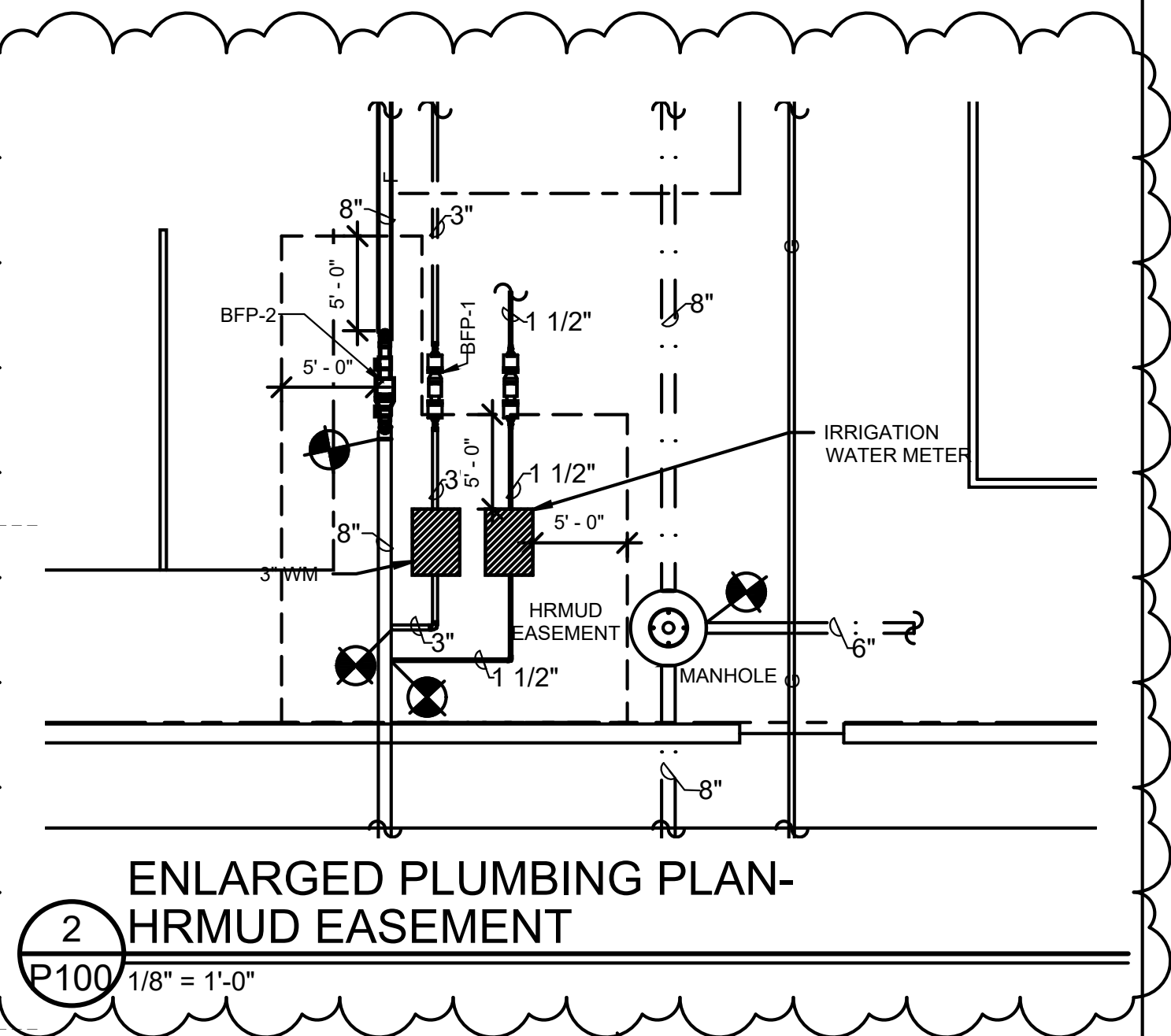
DRAWING COORDINATION

ARCHITECTURAL, CIVIL, MECHANICAL, STRUCTURAL, ELECTRICAL, AND LANDSCAPING DRAWINGS ARE INTERRELATED. GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL REVIEW AND COORDINATE THE ENTIRE SET OF DRAWINGS AND PROJECT MANUAL.

SITE PLAN

P100

CONSTRUCTION DOCUMENTS



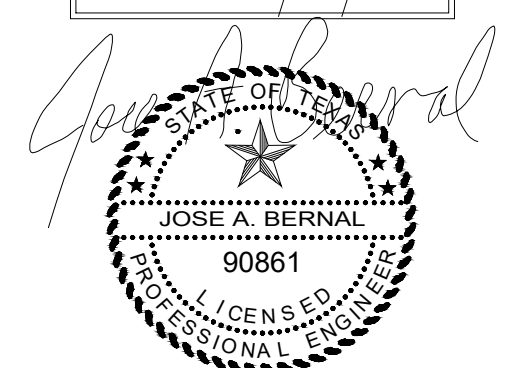
KEYED NOTES

- 1 EXTEND NEW 3" DOMESTIC WATER LINE AND NEW WATER METER FROM EXISTING WATER STUB. COORDINATE WITH HRMUD AND MEET ALL THEIR REQUIREMENTS. CONTRACTOR SHALL ADJUST GATE VALVES TO FINAL GRADE WITHIN SITE.
- 2 NEW MANHOLE TO BE INSTALLED (BY OTHERS), EXTEND A NEW 8" WASTE LINE TO SERVICE NEW BUILDING. COORDINATE ALL WORK WITH HRMUD AND MEET ALL THEIR REQUIREMENTS. CONTRACTOR SHALL ADJUST MANHOLES TO FINAL GRADE WITHIN SITE.
- 3 EXTEND GAS SERVICE TO NEW METER LOCATION. FIELD VERIFY LOCATION. COORDINATE WITH UTILITIES COMPANY.
- 4 EXTEND ROOF DRAIN LEADER BELOW GROUND AND DAYLIGHT.
- 5 EXTEND NEW 8" FIRE LINE FROM EXISTING WATER STUB TO NEW PRIVATE FIRE HYDRANT. COORDINATE WITH HRMUD AND MEET ALL THEIR REQUIREMENTS.
- 6 4" WASTE LINE STUB-OUT FOR FUTURE CONNECTION, CAP AND SEAL AIR TIGHT.
- 7 6" WASTE LINE STUB-OUT FOR FUTURE CONNECTION, CAP AND SEAL AIR TIGHT.
- 8 EXTEND NEW 1-1/2" COLD WATER LINE FROM EXISTING WATER STUB FOR IRRIGATION. REFER TO IRRIGATION PLANS FOR MORE INFORMATION.
- 9 CONTRACTOR SHALL PROVIDE METES & BOUNDS OF HRMUD EASMENT FOR NEW WATER METERS.

APPROVED BY:

HORIZON REGIONAL M.U.D. DATE
ALL RESPONSIBILITY TO THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN ACCEPTING THESE PLANS, THE HRMUD MUST RELY UPON THE ADEQUACY OF WORK BY THE DESIGN ENGINEER.

The seal appearing on this document was authorized by JOSE A. BERNAL, P.E. 90861, on 05/01/2025



SHEET: 24'X36" 5/11/2025 11:37:20 AM

THE DOCUMENTS, WHETHER IN HARD COPY OR MACHINE READABLE FORMAT, IS COPYRIGHTED AND AN INSTRUMENT OF SERVICES IN RESPECT TO THE PROJECT FOR WHICH IT WAS PREPARED. THIS DOCUMENT IS NOT INTENDED OR AUTHORIZED FOR REUSE BY ANY PARTY ON EXTENSIONS OF SUCH PROJECT OR ANY OTHER PROJECT, ANY REUSE, INCLUDING COPYING AND/OR MODIFYING THE DOCUMENT, WITHOUT WRITTEN PERMISSION FROM EXIGO ARCHITECTS FOR THE SPECIFIC PURPOSE INTENDED IS A VIOLATION OF FEDERAL COPYRIGHT LAW. UNAUTHORIZED USE OF THE MATERIAL MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: May 9, 2025
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager
SUBJECT: On change order no. 5 to Dantex General Contractors for \$34,343.34 for the Municipal Facilities project (Solicitation 23-101)

Teresa Quezada
5/9/25

AND

On change order no. 6 to Dantex General Contractors for \$44,818.03 for the Municipal Facilities project (Solicitation 23-101)

Background

On July 9, 2024, City Council awarded the Municipal Facilities project (Solicitation 23-101) for \$9,070,442.00 to include the award for 4 alternate bids. The project is designed to house police department, public works department and the City Council and Municipal Court facilities. The total project was funded through the issuance of 2023 Certificates of Obligation, and the project budget included funding for contingency.

Change orders which change project scopes, exceed \$10,000 per change order, or add more than one week to the project construction schedule (either 5 working days or 7 calendar days depending on how the contract was awarded), are presented to Council for their approval.

The work to be performed through the two change orders for Council consideration have been discussed with prior Councils and have undergone the usual negotiation process and reviews by the City's construction manager, Exigo, the Town Engineer, Huitt Zollars and staff review.

Item Description

The two change orders call for the work, time and cost identified on the table below.

Item	Amount	Time	Percent of Contract
Change order no. 5: New sewer discharge into Darrington at a different location on the project	\$34,343.34	35 days	0.38%
Change order no. 6: New 8-foot wall at boundary with residential properties at the northern end of the city-owned property	\$44,818.03	0 days	0.49%
Total	\$79,161.37	35 days	0.87%

Total increases to the project including the two proposed change orders are **\$177,465.25** and account for a total of **1.96% of the original contract award**. This amount and percentage increase is within the allocated contingency for a construction project of this complexity and magnitude.

Requested Action

The City's consultant team and staff recommend approval of the two change orders.

Fiscal Impact

The increase to the construction contract as a result of both change orders is **\$79,161.37**. This amount will be funded through the project budget funded through **FY 2023 Certificates of Obligation**.

CHANGE ORDER NO. 6

PROJECT:	<u>Horizon City Mjnickpal Facilities Phase I</u>	DATE OF ISSUANCE:	May 7, 2025
OWNER:	TOWN OF HORIZON CITY 14999 Darrington Rd. Horizon City, Texas 79928	EFFECTIVE DATE:	May 8, 2025
CONTRACTOR:	<u>Dantex General Contractors</u> <u>4727 Osborne</u> El Paso, TX 79922	ARCHITECT:	Eugenio Mesta, AIA Exigo Architects 211 N. Florence Ste. A El Paso, Tx 79912
CONTRACT FOR:	<i>New Municipal Facilities for the City of Horizon</i>	OWNER'S BID NO.	CSP 23-038 Project No. 2.513D
		ARCHITECT'S PROJECT NO:	20201600

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

Item No. 1: **Rock wall at Residential Side (Tapered)** - (\$44,818.03; 0 days impact to contract time)

PURPOSE OF CHANGE ORDER:

Item No. 1. The Contractor has made a claim for additional cost associated with providing a new 8' high rockwall at the residential side of the property. The rockwall shall be 16" in width the first 4' and 12" width to top 4' as per EOR detail. The rockwall shall be constructed at current finish grade, following jproposed contour grade lines. The rockwall shall be installed between the existing residential rockwall and the new parking lot curb and gutter (where applicable). The existing property line rockwall is to be demolished. There will be zero (0) days to be added to the contract time. See attached.

CHANGE ORDER NO. <u>6</u>	
PROJECT: <i>Horizon City Municipal Facilities Phase I</i>	
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME
ORIGINAL PRICE: \$ 9,070,442.00	ORIGINAL CONTRACT TIME MILESTONES: CONTRACT TIME: <i>Substantial Completion: 455 Days Due Date: November 9, 2025</i> <i>Final Completion: 485 Days Due Date: December 9, 2025</i>
CONTRACT PRICE PRIOR TO THIS CHANGE ORDER \$ 9,203,089.22	CONTRACT TIME PRIOR TO THIS CHANGE ORDER MILESTONES: CONTRACT TIME: <i>Substantial Completion: 490 Days Due Date: December 14, 2025</i> <i>Final Completion: 520 Days Due Date: January 13, 2026</i>
NET INCREASE/DECREASE OF THIS CHANGE ORDER \$ 44,818.03	NET INCREASE/DECREASE OF THIS CHANGE ORDER MILESTONES: CONTRACT TIME: <i>Substantial Completion: 0 Days</i> <i>Final Completion: 0 Days</i>
CONTRACT PRICE WITH ALL APPROVED CHANGE ORDERS \$ 9,247,907.25	CONTRACT TIME WITH ALL APPROVED CHANGE ORDERS MILESTONES: CONTRACT TIME: <i>Substantial Completion: 490 Days Due Date: December 14, 2025</i> <i>Final Completion: 520 Days Due Date: January 13, 2026</i>

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

ACCEPTED:

By _____
Contractor: Dantex General Contractors

Date _____

RECOMMENDED:

By Jesus Ortega
Exig: Jesus Ortega PM

Date May 8, 2025

REVIEWED:

By _____
Eduardo Garcia, - Interim Director of Planning

Date _____

APPROVED:

By _____
Andres Renteria, Mayor

Date _____

ARCHITECT’S COST SUMMARY AND CLASSIFICATION OF SOURCE OF CHANGE

Design Architect : Eugenio Mesta, AIA, Exigo Architects
 Change Order #: 6
 Project: Horizon City Municipal Facilities – Phase I
 Contractor: Dantex General Contractors
 Owner Bid No.: CSP 23-038 Project No. 22.513D
 Total Impact to Cost: \$ 44,818.03
 Total Impact to Time: 0 Days
 Date: 5/7/2025

Item No. 1	Rockwall at Residential Side
<i>Classification</i>	New 8' High Rockwall at Residential Side of the Property
<i>Impact to Cost</i>	\$44,818.03
<i>Impact to Time</i>	0 Days
<i>Justification</i>	See Change Order Narrative for Item No. 1
<i>Cost Summary</i>	New Rockwall at Residential Side

Item No. 2	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

Item No. 3	
<i>Classification</i>	
<i>Impact to Cost</i>	
<i>Impact to Time</i>	
<i>Justification</i>	
<i>Cost Summary</i>	

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

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

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

Item	Description	Unit Measure	Unit Cost	Quantity	Material	Labor	Net Amount
001	Provide credit for work not to be performed	lot	1		\$ -	\$ -	-\$10,210.00
002	New 8' High Rockwall as requested in RFI #08 and provided detail	lot	1		\$ -	\$ -	\$39,542.80
003	Demolition of existing rockwall	lot	1		\$ -	\$ -	\$10,780.00
						subtotal	\$40,112.80
004	General Liability	LS	0.2800%	1			\$112.32
005	Builders Risk	LS	0.4500%	1			\$180.51
006	P & P Bond	LS	1.0000%	1			\$401.13
						Subtotal	\$693.95

Description	Percent	Amount
Overhead & Profit	10%	\$4,011.28
Sales Tax	N/A	
Total Cost		\$44,818.03

Perez Rockwall & Concrete, LLC
3940 Emory Rd
El Paso TX 79922
Phone (915)731-5370



Proposal/Estimate
1/20/2025

Credit for work not performed as per contract drawings

Description	QTY	Rate	Amount	Markup	Total
Installation of Rockwall (residential side)	265 LF				
Equipment (backhoe, bobcat, mixer, tamper)	0 Day	\$200.00	\$0.00		\$0.00
Rock	110 ton	\$35.00	\$3,850.00		\$3,850.00
mortar	45 batch	\$32.00	\$1,440.00		\$1,440.00
concrete	0 CY	\$115.00	\$0.00		\$0.00
rebar	0 LF	\$4.00	\$0.00		\$0.00
Stone Masons	160 men hrs	\$20.00 /hr	\$3,200.00	20%	\$3,840.00
Mason Helper/labor	60 men hrs	\$15.00 /hr	\$900.00	20%	\$1,080.00
Profit and Overhead	0			10%	\$0.00
TOTAL					\$10,210.00

Labor, materials and equipment as per original bid proposal, work to be conducted while performing new South West and East rock walls

Perez Rockwall & Concrete, LLC
 3940 Emory Rd
 El Paso TX 79922
 Phone (915)731-5370



Proposal/Estimate
 4/17/2025

New 8' high rockwall tapered at 4' high transition from 16" to 12", demolition of existing rockwall
 Per Detail provided by

	Description	QTY	Rate	Amount	Markup	Total
	Installation of Rockwall (residential side)	238 LF				
D	Equipment (backhoe, bobcat, mixer, tamper)	5 Day	\$200.00	\$1,000.00		\$1,000.00
D	Haul material off site	150 CY	\$40.00	\$6,000.00		\$6,000.00
D	Repairs to allow equipment on site/yard	1 lot		\$1,000.00		\$1,000.00
N	Rock	300 ton	\$37.00	\$11,100.00		\$11,100.00
N	mortar	120 batch	\$33.00	\$3,960.00		\$3,960.00
N	concrete	20 CY	\$150.00	\$3,000.00		\$3,000.00
N	rebar	572 LF	\$4.00	\$2,288.00		\$2,288.00
N	Stone Masons	500 men hrs	\$20.00 /hr	\$10,000.00	20%	\$12,000.00
N	Mason Helper/labor	200 men hrs	\$15.00 /hr	\$3,000.00	20%	\$3,600.00
D	Demo Labor	100 men hrs	\$15.00 /hr	\$1,500.00	20%	\$1,800.00
	Profit and Overhead	1			10%	\$4,574.80
TOTAL						\$50,322.80

1 perch (16"x12"x12")=0.5925 CY

1 perch = \$240 to \$250, (only rock, mortar and labor) depending on work location, amount of perches, insurance requirements, etc.

new rock wall up to 8', first 4' high = 238'x4'x16" = 47.01 CY

new rock wall up to 8', second 4' high = 238'x4'x12" = 35.25 CY

82.26 CY plus 5% waste = 86.4 CY = 145.7772 perches @ \$240.00 per perch =

Labor & Material for perch as per this proposal = \$30,690.00 = \$209.33 /Perch

Perch unit cost includes only rock material, mortar mix, and labor

Foundations (excavation, concrete rebar, etc) and any type of drainage system are not part of the "perch" unit cost

D Line Items Identified with D are DEMOLITION of EXISTING ROCK WALL

N Line Items Identified with N are from the NEW PROPOSED 8' ROCK WALL



4727 Osborne • El Paso, Texas 79922 • (915) 584-9300

April 21, 2025

Exigo Architects
211 N. Florence, Suite 204
El Paso, TX 79901
Attn: Rafael Renovato
Luis Lares

RE :
Horizon Municipal Facilities Phase 1
DANTEX Proposed Change Order #04

Dear Mr. Renovato and Mr. Lares,

Due to existing conditions of the north property rock wall (neighborhood side) Dantex General Contractors issued RFI #16 to Exigo Architects identifying structural issues with the existing sections of the rockwall.

Attached Proposed Change Order #04 reflects the answer to the RFI and additional conversations during OAC meetings and in the field. Proposed Change Order #4 is for a new additional 6' high (from the project property side) rockwall, existing rock wall to be demolished and a new rock wall 16" in width for the first 4' and 12" in the width for the top 4' will be constructed in the same location. The original work was to be conducted simultaneously with other rockwall included in the project, the quantification and cost reflect the original bid proposal estimated for the additional 3' of rockwall over the existing, this is the amount credited for work not performed.

The new 8' high rockwall proposal includes the demolition of the existing, estimated repairs to any damage caused to the adjacent property caused due to the demolition activities that include invasive equipment inside a private yard(s).

The proposal provided is below current industry costs due to the amount of new rockwall, including that subcontractor still needs to do another mobilization to complete the rockwall along Darrington Ste (in front of the new canopy area).

Should you have any questions, comments or concerns please do not hesitate to call me at your earliest convenience.

Regards,

Hector Olave

Hector Olave
Project Manager
Dantex General Contractors, Inc.

CC

Tyler Daniels, President
Project File

Dantex General Contractors

PROPOSED CHANGE ORDER REQUEST NO. 04

4727 Osborne
El Paso, Texas 79922

Phone: (915) 584-9300
Fax: (915) 833-0253

TITLE: Rockwall at Residential Side "Taperted"

DATE: 4/21/24

PROJECT: Horizon Municipal Facilities Phase 1, PO #008625

DX JOB: 1322

TO: EXIGO
211 N. Florance, Suite 204
El Paso, Texas 79901
Phone: (915) 533-0323

DESCRIPTION OF PROPOSAL:

Provide new 8' high rockwall (16" width first 4' and 12" width top 4', as per provided detail), rockwall to be constructed at current finish grade, following proposed contour grade lines, rockwall to be installed between the existing residential rockwall and the new parking lot curb and gutter (where applicable). Existing property line rockwall to be demolished.

Item	Description	Unit Measure	Unit Cost	Quantity	Material	Labor	Net Amount
001	Provide credit for work not to be performed	lot	1		\$ -	\$ -	-\$10,210.00
002	New 8' High Rockwall as requested in RFI #08 and provided detail	lot	1		\$ -	\$ -	\$39,542.80
003	Demolition of existing rockwall	lot	1		\$ -	\$ -	\$10,780.00
					subtotal		\$40,112.80
004	General Liability	LS	0.2800%	1			\$112.32
005	Builders Risk	LS	0.4500%	1			\$180.51
006	P & P Bond	LS	1.0000%	1			\$401.13
					Subtotal		\$693.95

Description	Percent	Amount
Overhead & Profit	10%	\$4,011.28
Sales Tax	N/A	
Total Cost		\$44,818.03

By: Hector Olave
Hector Olave / Dantex General Contractors

By: _____

Date: 4/21/2025

Date: _____

Perez Rockwall & Concrete, LLC
 3940 Emory Rd
 El Paso TX 79922
 Phone (915)731-5370



Proposal/Estimate

1/20/2025

Credit for work not performed as per contract drawings

Description	QTY	Rate	Amount	Markup	Total
Installation of Rockwall (residential side)	286 LF				182
Equipment (backhoe, bobcat, mixer, tamper)	0 Day	\$200.00	\$0.00		\$0.00
Rock	110 ton	\$35.00	\$3,850.00		\$3,850.00
mortar	45 batch	\$32.00	\$1,440.00		\$1,440.00
concrete	0 CY	\$115.00	\$0.00		\$0.00
rebar	0 LF	\$4.00	\$0.00		\$0.00
Stone Masons	160 men hrs	\$20.00 /hr	\$3,200.00	20%	\$3,840.00
Mason Helper/labor	60 men hrs	\$15.00 /hr	\$900.00	20%	\$1,080.00
Profit and Overhead	0			10%	\$0.00
TOTAL					\$10,210.00

Labor, materials and equipment as per original bid proposal, work to be conducted while on site performing new South West and East rock walls

Perez Rockwall & Concrete, LLC
 3940 Emory Rd
 El Paso TX 79922
 Phone (915)731-5370



Proposal/Estimate

4/17/2025

New 8' high rockwall tapered at 4' high transition from 16" to 12", demolition of existing rockwall
Per Detail provided by

	Description	QTY	Rate	Amount	Markup	Total
	Installation of Rockwall (residential side)	238 LF				183
D	Equipment (backhoe, bobcat, mixer, tamper)	5 Day	\$200.00	\$1,000.00		\$1,000.00
D	Haul material off site	150 CY	\$40.00	\$6,000.00		\$6,000.00
D	Repairs to allow equipment on site/yard	1 lot		\$1,000.00		\$1,000.00
N	Rock	300 ton	\$37.00	\$11,100.00		\$11,100.00
N	mortar	120 batch	\$33.00	\$3,960.00		\$3,960.00
N	concrete	20 CY	\$150.00	\$3,000.00		\$3,000.00
N	rebar	572 LF	\$4.00	\$2,288.00		\$2,288.00
N	Stone Masons	500 men hrs	\$20.00 /hr	\$10,000.00	20%	\$12,000.00
N	Mason Helper/labor	200 men hrs	\$15.00 /hr	\$3,000.00	20%	\$3,600.00
D	Demo Labor	100 men hrs	\$15.00 /hr	\$1,500.00	20%	\$1,800.00
	Profit and Overhead	1			10%	\$4,574.80
TOTAL						\$50,322.80

1 perch (16'x12"x12")=0.5925 CY

1 perch =\$240 to \$250, (only rock, mortar and labor) depending on work location, amount of perches, insurance requirements, etc.

new rock wall up to 8', first 4' high = 238'x4'x16" = 47.01 CY

new rock wall up to 8', second 4' high = 238'x4'x12" = 35.25 CY

82.26 CY plus 5% waste = 86.4 CY = 145.7772 perches @ \$240.00 per perch = \$ 34,986.53

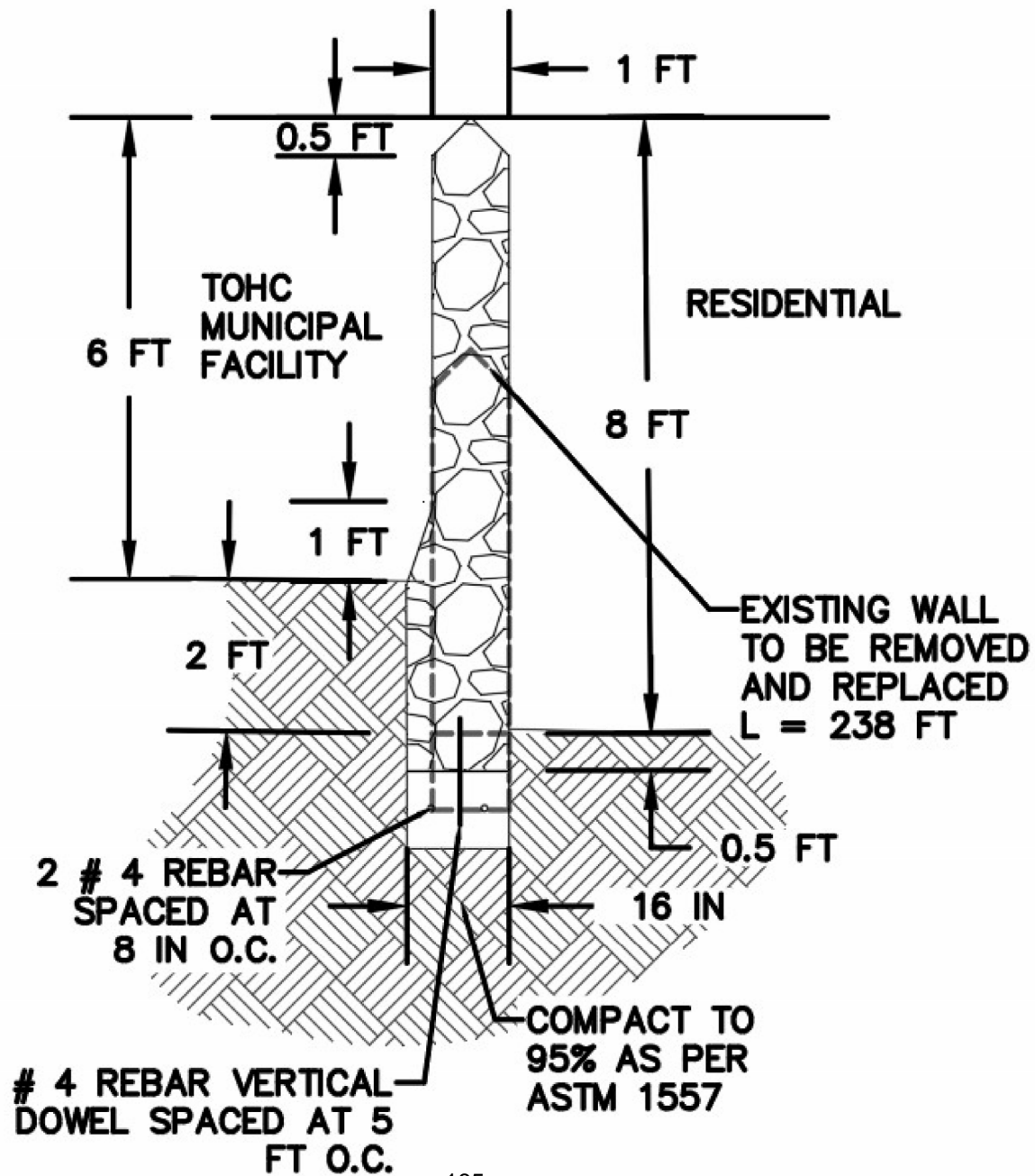
Labor & Material for perch as per this proposal = \$30,660.00 = \$209.33 /Perch

"Perch" unit cost includes only rock material, mortar mix, and labor

Foundations (excavtion, concrete rebar, etc) and any typoee of drainage system are not part of the "perch" unit cost

D Line Items Identified with D anre DEMOLITION of EXISTING ROCK WALL

N Line Items Identified with N are form the NEW PROPOSED 8' ROCK WALL



RESOLUTION

Town of Horizon City 4B Economic Development Corporation

WHEREAS the Town of Horizon City 4B Economic Development Corporation ("EDC") Texas corporation organized and existing pursuant to Chapter 501 and 505 of the Texas Local Government Code known as the Development Corporation Act is authorized to contract for goods and services to fulfill the mission of the EDC.

WHEREAS, the HEDC has determined that the services provided by 11-D Marketing LLC (“11-D Marketing”) are beneficial in supporting the promotion and expansion of economic development initiatives within the Town of Horizon City; and

WHEREAS, the HEDC recommends that the City Council authorize the HEDC to activate the Agreement with 11D Marketing for a one (1) year term following the effective date of this Resolution; and

WHEREAS, the HEDC finds that the activation of the Agreement is in the best interest of the Town of Horizon City and its economic development objectives; and

WHEREAS, the total amount of the renewed Agreement shall not exceed Twenty-Seven Thousand Dollars (\$27,000.00).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TOWN OF HORIZON CITY TYPE 4B ECONOMIC DEVELOPMENT CORPORATION:

That the President of the HEDC Board and/or the Executive Director of the HEDC, or his designee, is hereby authorized to execute the Agreement between the HEDC and 11-D Marketing LLC in the amount not to exceed \$27,000.00 for consulting services.

Approved this _____ day of _____, 2025 at a duly held meeting of the EDC Board of Directors PASSED AND ADOPTED this _____ day of _____, 2025.

TOWN OF HORIZON CITY

Andy Renteria, Mayor

ATTEST:

Elvia Schuller, TRMC
City Clerk

**HORIZON CITY
RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN
OF HORIZON CITY, TEXAS, AUTHORIZING THE MAYOR
TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE
TOWN OF CLINT FOR VECTOR CONTROL SERVICES.**

WHEREAS, the Town of Horizon City and the Town of Clint are authorized to enter into agreements to provide governmental services pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, the Town of Horizon City has agreed to provide vector control services to the Town of Clint as described in an Interlocal Agreement;

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

Section 1. The City Council hereby authorizes the Mayor to execute the Interlocal Agreement between the Town of Horizon City and the Town of Clint for vector control services attached to this Resolution as Attachment “A”.

Section 2. Staff is authorized to provide the Town of Clint with vector control services in exchange to the payment of the fees specified in the Interlocal Agreement.

This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED ON the _____ day of May 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)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on this _____ day of May 2025 by and between the **TOWN OF HORIZON CITY, TEXAS** (öTown of Horizon Cityö) and the **TOWN OF CLINT, TEXAS** (öTown of Clintö) by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

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

WHEREAS, the Town of Horizon has a Code Enforcement Department which provides mosquito control services to the Town of Horizon; and

WHEREAS, this Agreement for interlocal cooperation for the Town of Horizon City to provide mosquito control services to the Town of Clint is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned.

In consideration for the mutual promises contained in this Agreement, the Town of Horizon City and the Town of Clint mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The Town of Horizon City will perform the following mosquito control services by and through its Code Enforcement Department under the terms and conditions hereinafter stated, and the Town of Clint hereby accepts and agrees to the following terms and conditions:

The Town of Horizon City will provide larvicide and fogging services (övector control servicesö) on a weekly basis.

1.2 Nothing within the terms of this Agreement will require the Town of Horizon City to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

1.3 The Town of Horizon City agrees that it will keep accurate records of all services provided to the Town of Clint pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to Town of Clint officials, as requested. However, the Town of Horizon City will not be required to furnish copies of any reports that are maintained on the Town of Horizon City's website and available to the Town of Clint from the website.

1.4 It is understood and agreed between the Parties that any portion of this Agreement providing for the delivery of vector control services for which the Town of Clint does not grant legal authority shall be null and void and of no force and effect, and the Town of Horizon City shall not be obligated to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where services are to be performed is in the Town of Clint, Texas, and any extraterritorial jurisdiction thereof where the Town of Clint may lawfully provide vector control services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of the Town of Clint).

3. **TIMES OF PERFORMANCE.** The Town of Horizon City will commence the provision of its services on June 1, 2025, and will terminate on Oct. 31, 2025, regardless of the date of execution of this Agreement.

3.1 In the event of an mosquito control emergency, such as, but not limited to, a disaster declaration of the Town of Clint, requiring, as a result of the emergency, mosquito control services from the Town of Horizon City after Oct. 31, 2025, and prior to the signing of any subsequent Interlocal for mosquito control services between the Parties to this Agreement, the required services shall be provided by the Town of Horizon City to the Town of Clint at the rate described in the present Agreement, and the Town of Clint shall pay for Town of Horizon City said services at said rate within thirty (30) days of receipt of an invoice from the Town of Horizon City for said services.

4. **COMPENSATION.**

4.1 The Town of Clint agrees to pay the amount not to exceed THIRTY TWO THOUSAND SIX HUNDRED FIFTEEN and 56/100 DOLLARS (\$32,615.56) for services rendered in accordance with this Agreement, excluding the services described in Section 3.1. Payments shall be made within thirty (30) days of receipt of an invoice from the Town of Horizon City for said services. The payment described in this Section 4.1 does not include the services described in Section 3.1. The Rate Schedule attached hereto as Appendix A identifies the total cost of services offered by the Town of Horizon City to the

Town of Clint pursuant to this Agreement.

5. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the Town of Horizon City, Attn: Accounts Receivable, 14999 Darrington Road, Horizon City, Texas 79928.

6. **LAW GOVERNING CONTRACT.** For purposes of determining the law governing the same, this Agreement is entered into in the Town of Horizon City, El Paso County, State of Texas, and the Town of Clint, El Paso County, State of Texas shall be governed by the laws of the State of Texas. Venue shall be in the Town of Clint, El Paso County, Texas.

6.1 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the Town of Horizon City when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each Party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.

6.2 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the Town of Horizon City is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the Town of Horizon City, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

6.3 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish, and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

6.4 *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The

remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

7. **TERMINATION.** This Agreement may be terminated in whole or in part by either Party upon sixty (60) days written notice to the other Party at the following addresses, or at a new address as provided in writing to the nonmoving Party by the Party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

TOWN OF HORIZON CITY: Town of Horizon City
Attn: Mayor
14999 Darrington Road
Horizon, Texas 79928

TOWN OF CLINT: Town of Clint
Attn: Mayor
200 N. San Elizario Road Clint, Texas 79836

All payments by the Town of Clint under this Agreement are payable only out of current Town of Clint revenues. In the event that funds relating to this Agreement do not become available, such as by Town of Clint City Council not appropriating the funds, the Town of Clint shall have no future obligation to pay or perform any future services related herein to the Town of Horizon for the Town of Clint's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the Town of Horizon shall be paid in accordance with Sections 5 and 6 of this Agreement. Should the Town of Clint experience a funding unavailability related to the services described in this Agreement, the Town of Clint shall immediately provide written notification to the Town of Horizon City of such case and either Party may choose to terminate the Agreement subject to this Section 7. In the event that the Town of Clint notifies the Town of Horizon City that the Town of Clint is experiencing a funding unavailability related to this Agreement, the Town of Horizon City shall immediately cease providing the services described in this Agreement to the Town of Clint except as required by related grant funding requirements to which the Town of Horizon City must adhere.

8. **INDEPENDENT CONTRACTORS.** The Town of Horizon City and the Town of Clint are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the Town of Horizon City nor the Town of Clint nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

9. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

10. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

11. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated after the date hereof and duly executed by the Parties hereto. The Parties reserve the right to amend this Agreement in the event either Party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the Town of Clint, Interlocal Agreement between the Town of Horizon City and the Town of Clint.

Signed the _____ day of May 2025.

TOWN OF CLINT

By: _____
Ramon Cano, Mayor

ATTEST:

Susie Rodriguez, Town Clerk

(Signatures continue on the following page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the Town of Horizon City, Interlocal Agreement between the Town of Horizon City and the Town of Clint.

Signed the _____ day of May, 2025.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

**APPENDIX A
FEE SCHEDULE**

Service	Hours	Hourly/Daily Number of		Weekly Rate	Total for 27 weeks
		Rate	Days/Hours		
Larvaciding Mileage	22 travel miles + 10 larvaciding miles @ \$0.67 per week	\$ 0.72	1 day	\$ 23.04	\$ 506.88
Fogging Mileage OVT	22 travel miles + 20 fogging miles @ \$0.67 per week	\$ 0.72	1 day	\$ 30.24	\$ 665.28
Equipment Maintenance	\$250	\$ 0.12	12 hours	\$ 1.44	\$ 31.73
Chemicals*	see below	*	*	\$ 730.17	\$ 16,063.74
Larvaciding Labor	6 hours per week	\$ 23.22	6 hours	\$ 139.32	\$ 3,065.04
Fogging Labor	6 hours OVT per week	\$ 34.84	6 hours	\$ 209.04	\$ 4,598.88
Recordkeeping	1 hour per week	\$ 23.22	1 hour	\$ 23.22	\$ 510.84
Program Management	2 hours per week	\$ 44.17	2 hours	\$ 88.34	\$ 1,943.48
FICA/Medicare	Earnings at Rate	7.65%			\$ 774.05
TMRS	Earnings at Rate	5.75%			\$ 581.80
Certification Renewal & Maintenance	\$250	\$ 0.12	14 hours	\$ 1.68	\$ 37.02
Tool & Safety Equipment	\$200	\$ 0.10	14 hours	\$ 1.35	\$ 29.62
Totals:		\$ 127.36		\$ 1,247.84	\$ 28,808.35

Chemicals*					
Larvaciding granuals per lb	covers 2 acres	\$15.93		8	\$127.44
Larvaciding oil per gallon	covers 1 acre	\$28.89		2	\$57.78
Fogging Chemical per gallon	covers all 20 miles (approximately) of roadways within city limits	\$77.85		7	\$544.95
					\$730.17 weekly
					\$16,063.74 22 weeks



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: May 13, 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 by Applicant/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.

On April 08, 2025, the City Council postponed this item for May 13, 2025.

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:

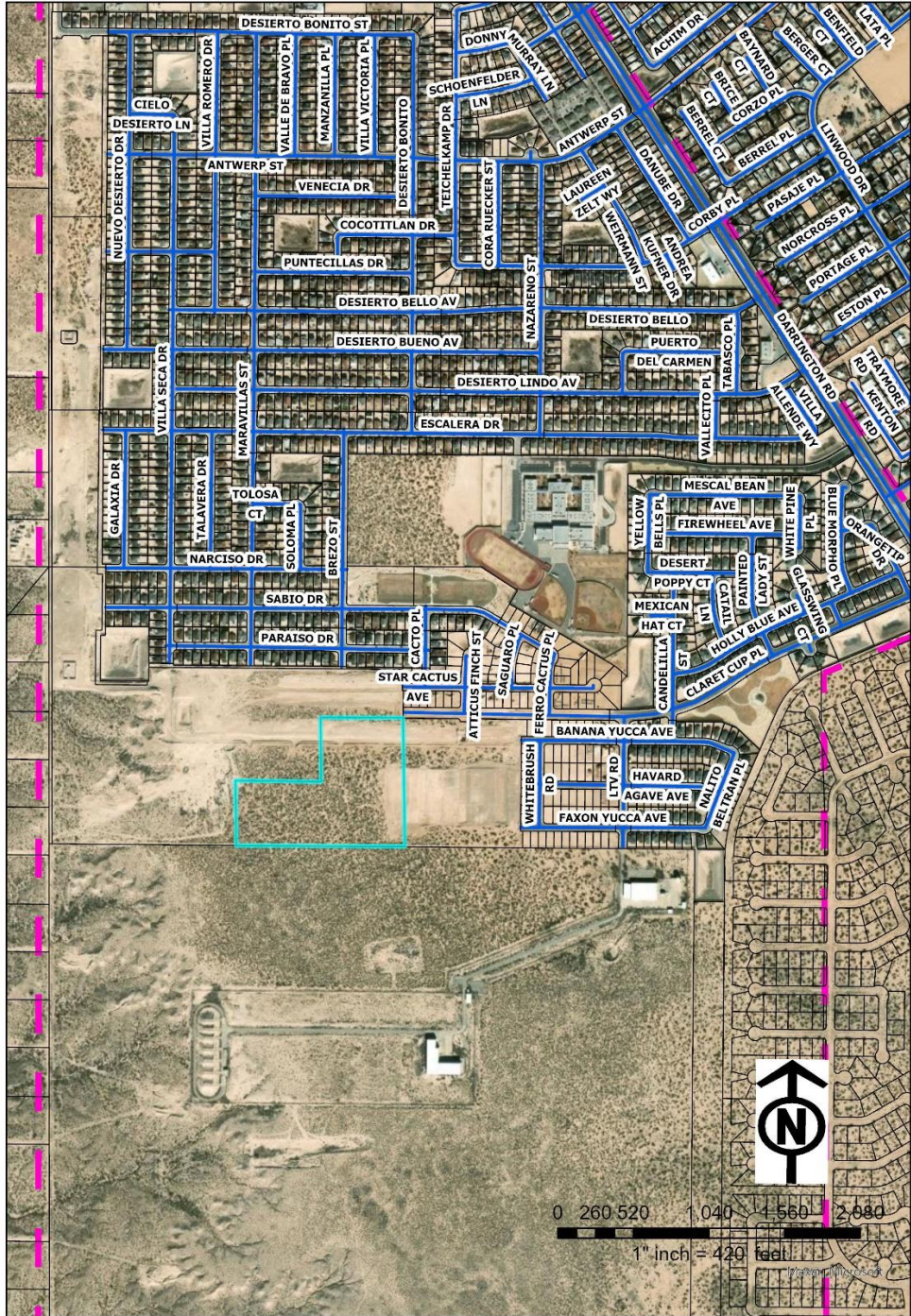
~~No comments.~~

Attachments:

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

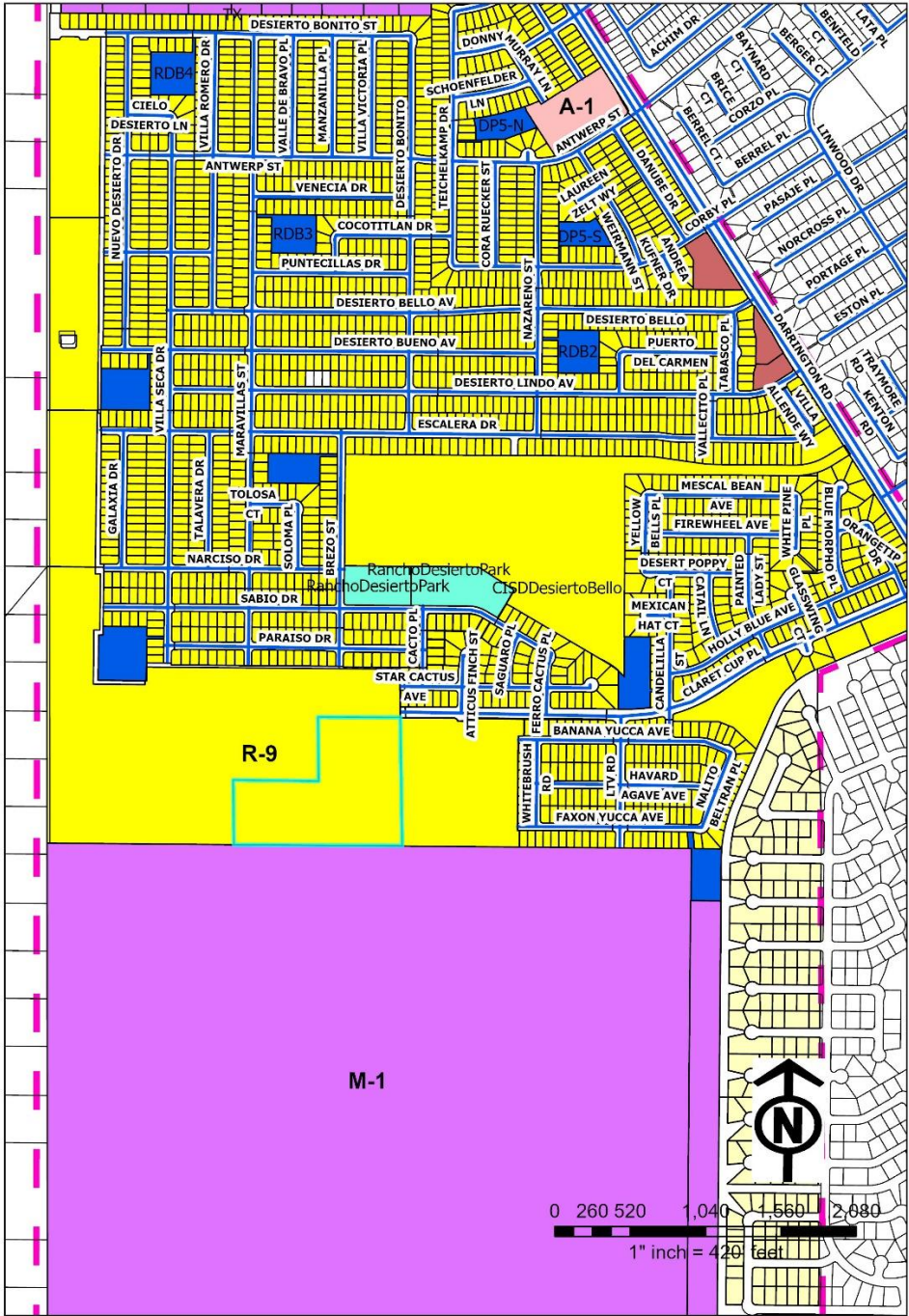
Attachment 1: Aerial Map

Planning & Zoning Commission
Rancho Desierto Bello Unit 18
Case No. SDP25-0001

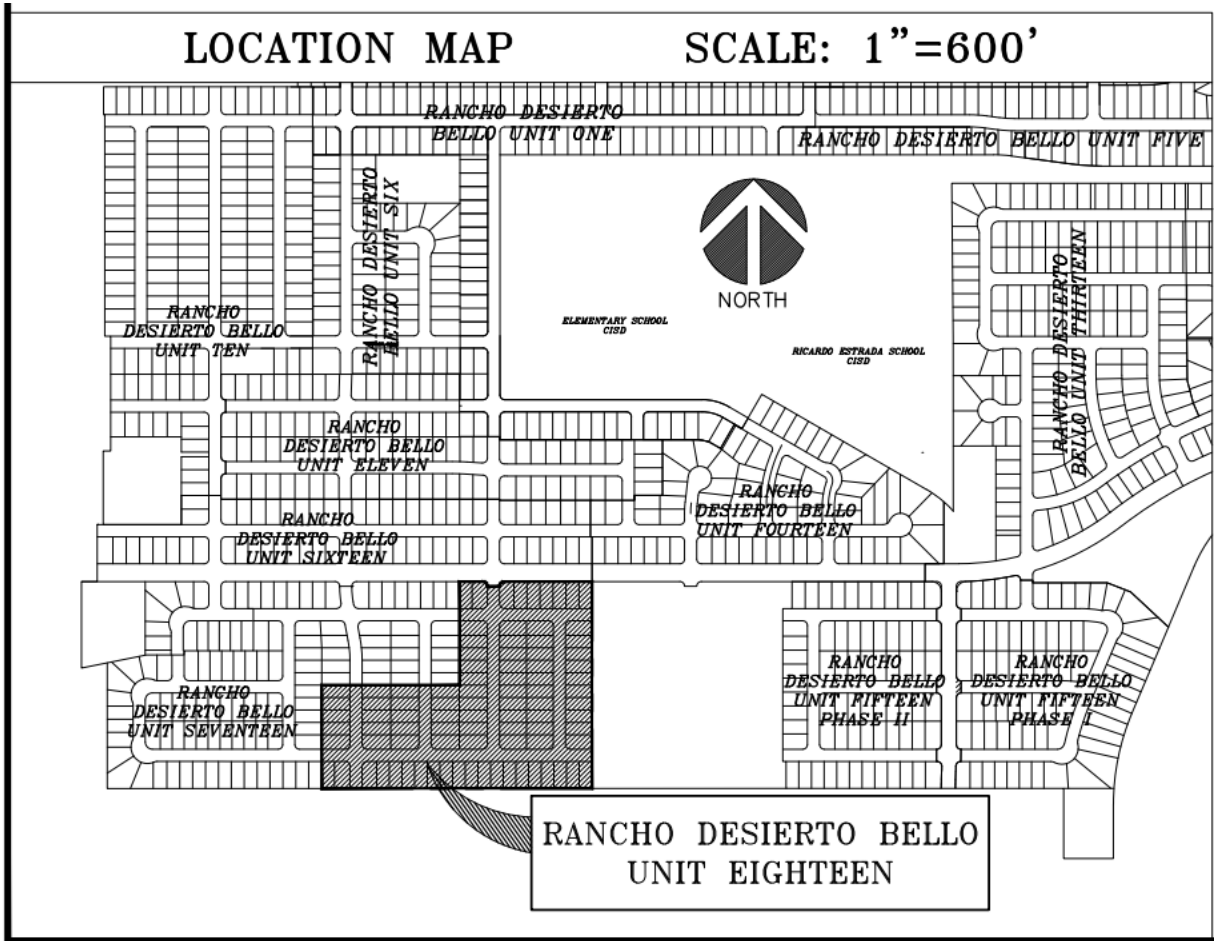


Attachment 2: Zoning Designation Map

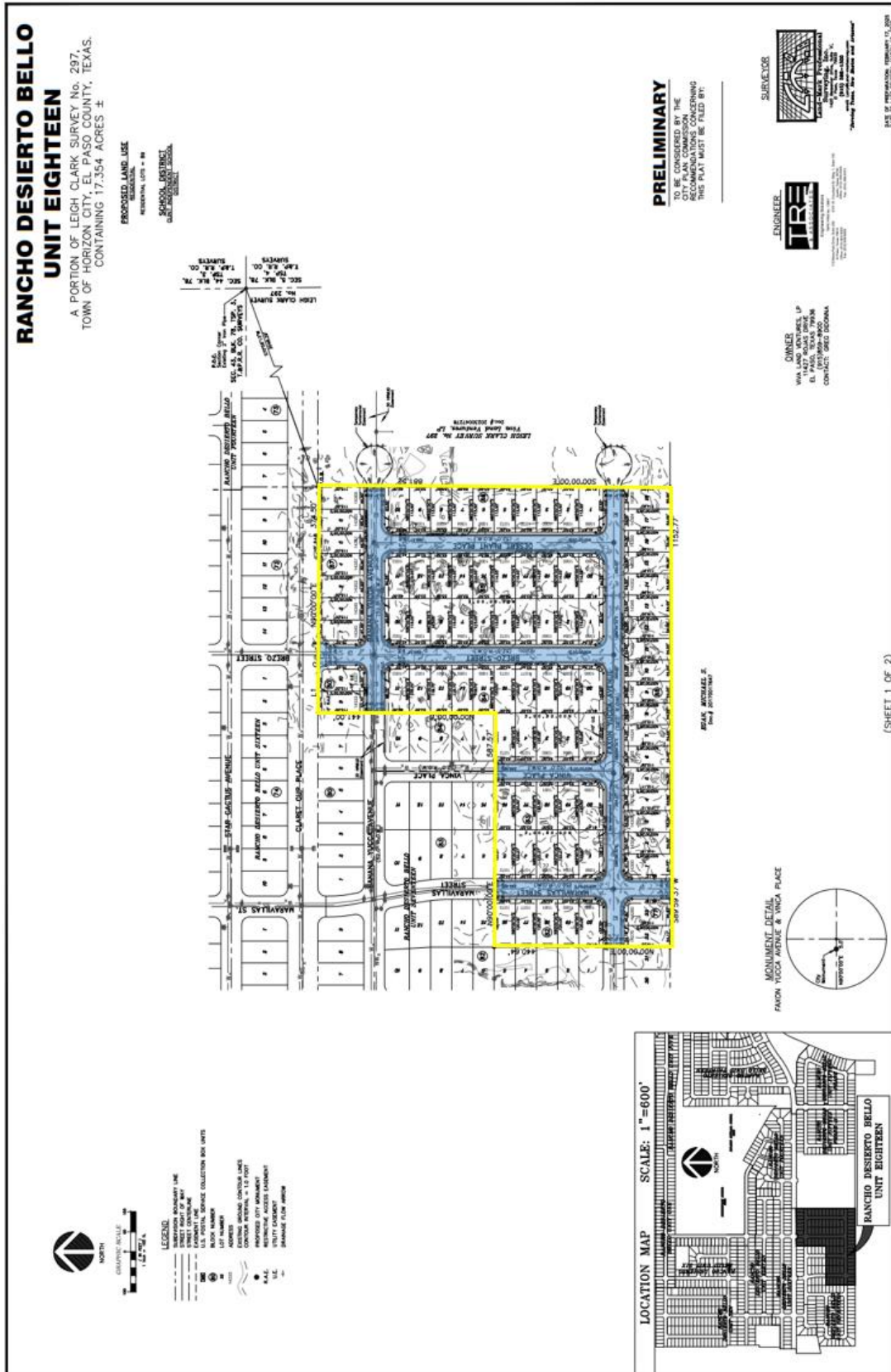
Planning & Zoning Commission
Rancho Desierto Bello Unit 18
Case No. SDP25-0001



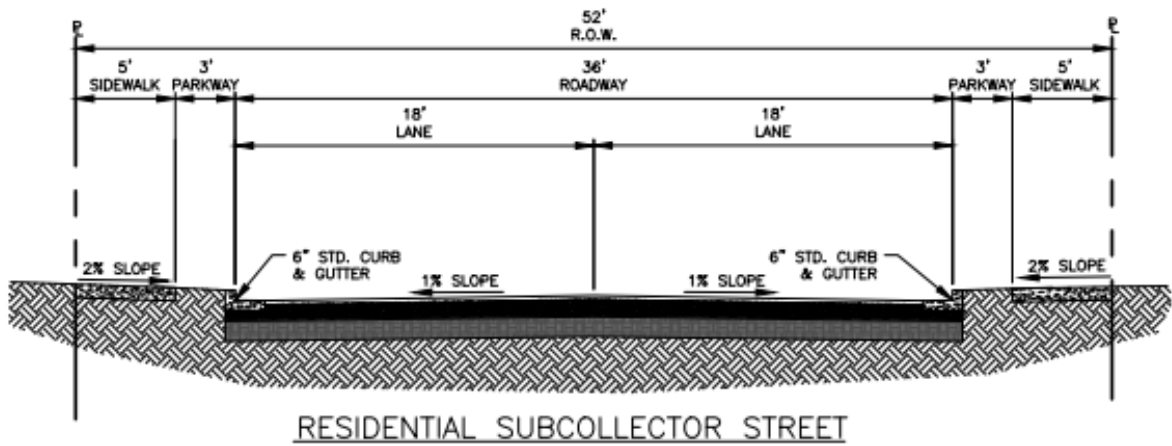
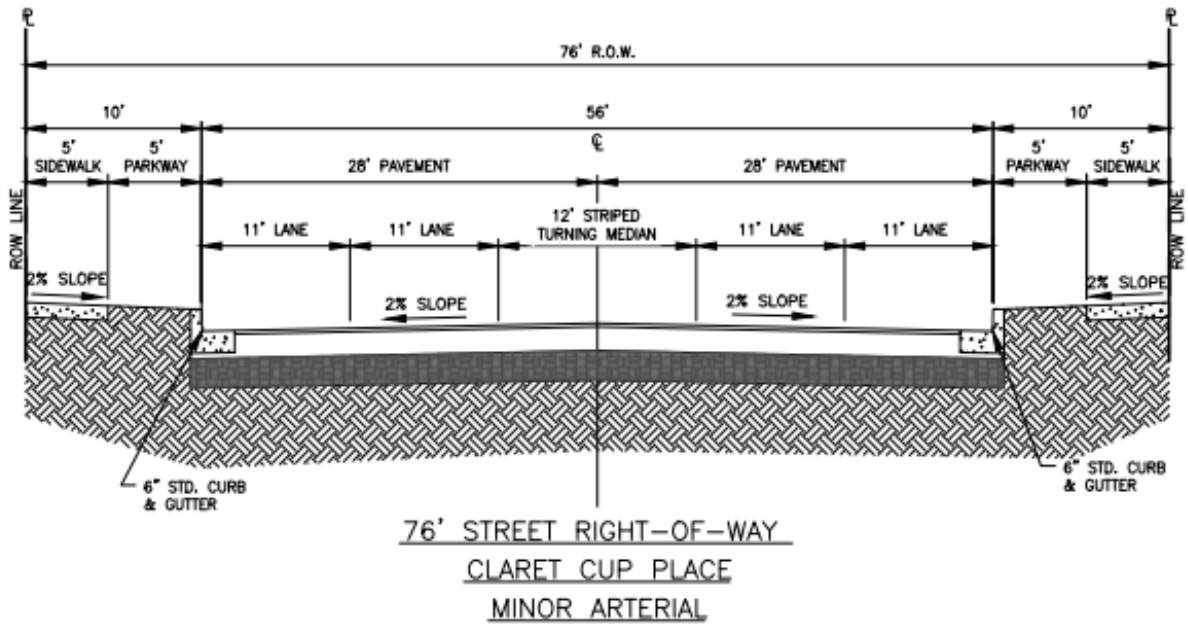
Attachment 3: Location Map



Attachment 4: Preliminary Subdivision Plat



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

Town of Horizon City Hall

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

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:	Paid	Due
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

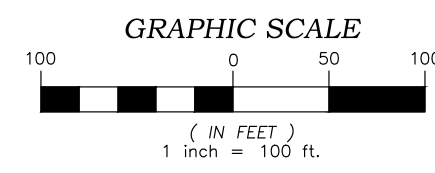
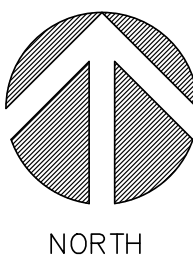
RANCHO DESIERTO BELLO UNIT EIGHTEEN

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

PROPOSED LAND USE
RESIDENTIAL

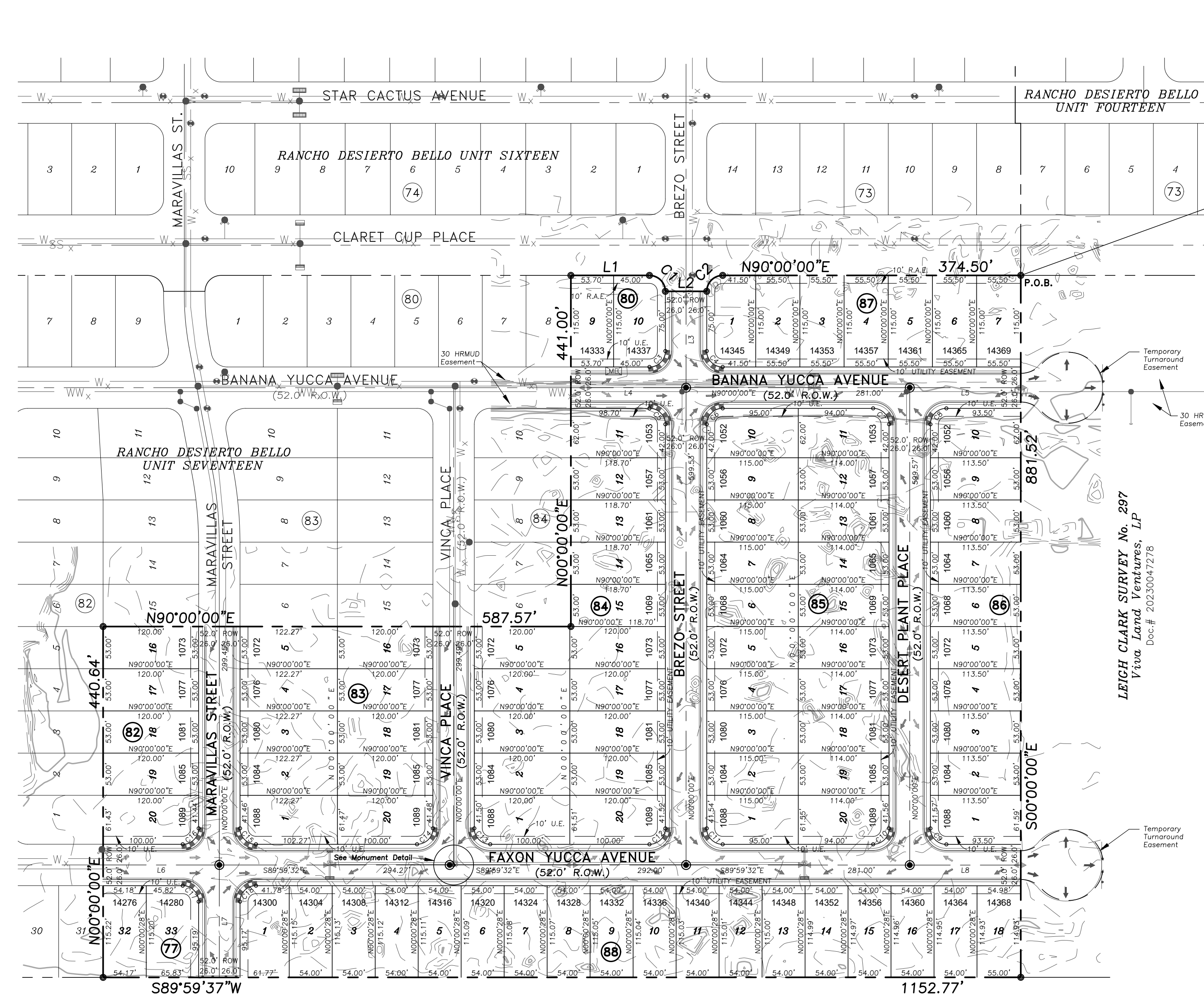
RESIDENTIAL LOTS = 89

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

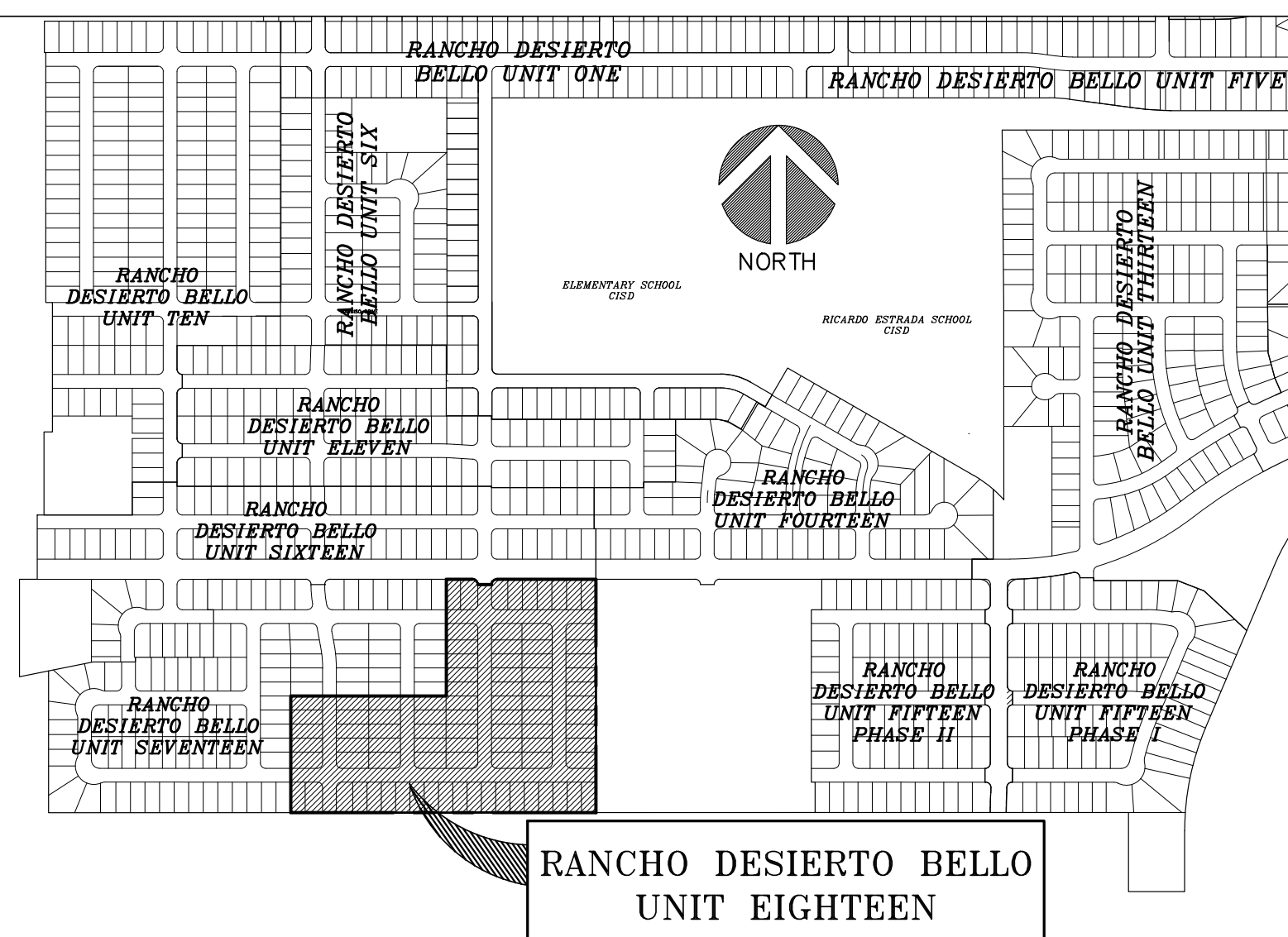
57°08'13"W
3048.29'

LEIGH CLARK SURVEY
No. 297

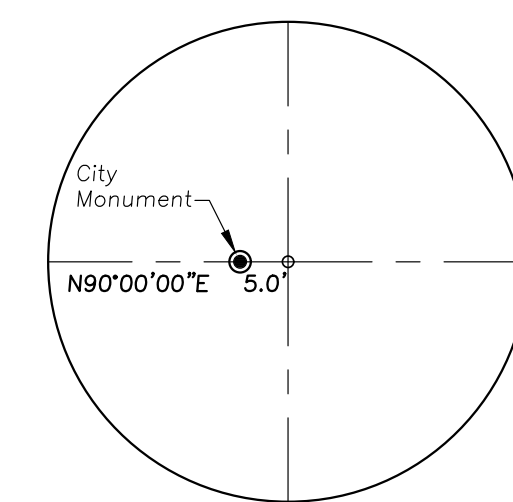
SEC. 5, BLK. 78,
TSP. 4,
T.&P.R.R. CO.
SURVEYS

LOCATION MAP

SCALE: 1"=600'



MONUMENT DETAIL
FAXON YUCCA AVENUE & VINCA PLACE



EGAN, MICHAEL S.
Doc. # 20170017647

PRELIMINARY

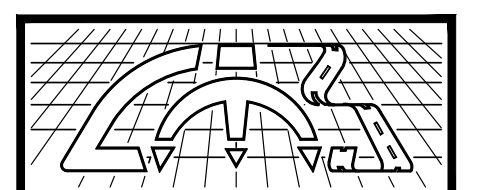
TO BE CONSIDERED BY THE
CITY PLAN COMMISSION
RECOMMENDATIONS CONCERNING
THIS PLAT MUST BE FILED BY:

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



TRE FIRM No. 13987
110 Mesa Park Drive, Suite 200 El Paso, Texas 79912
Office: (915) 859-8900 Fax: (915) 629-8506

SURVEYOR

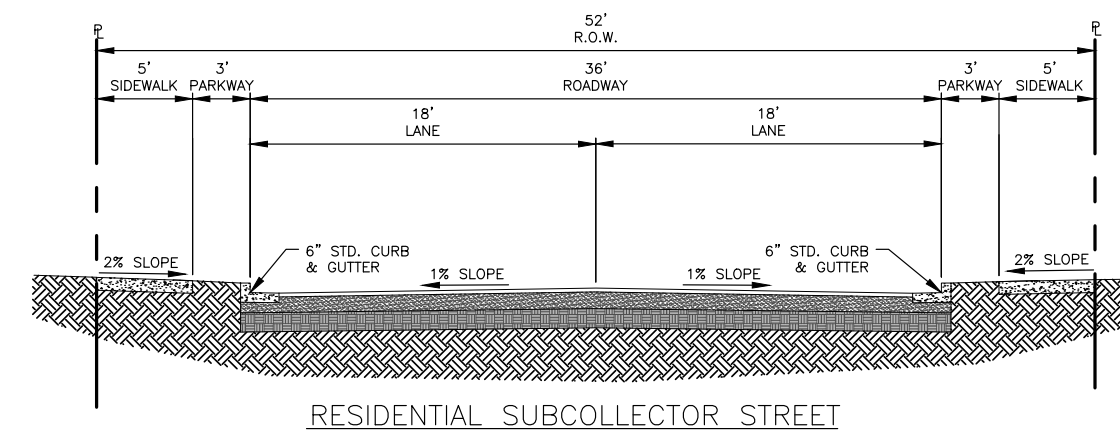
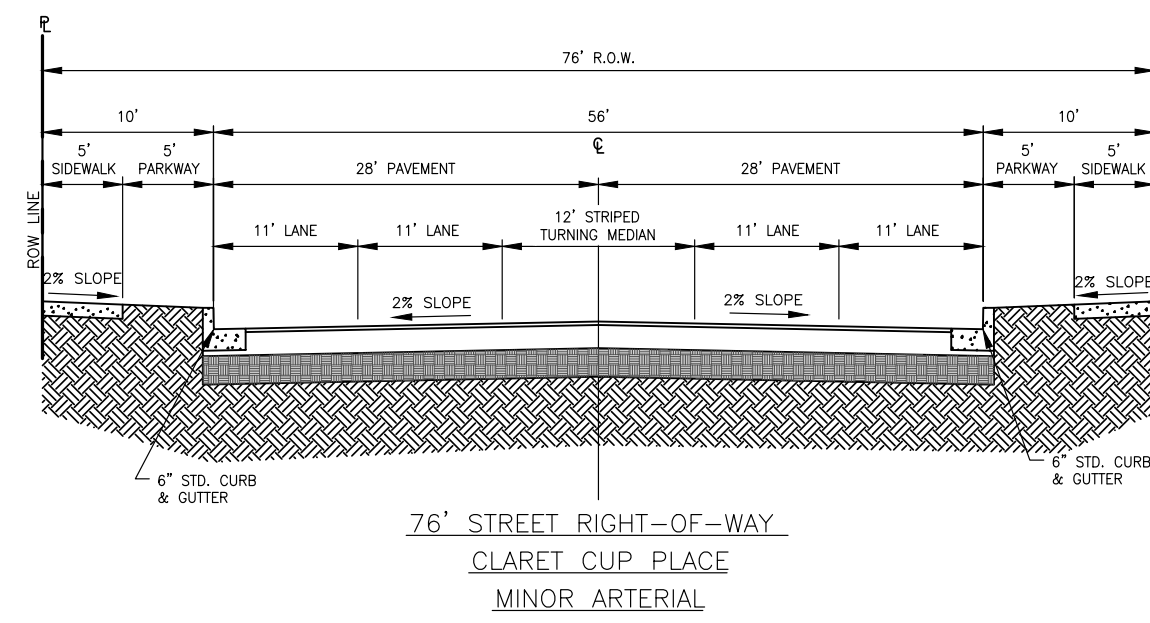


Land-Mark Professional
Surveying, Inc.
1420 Bessemer Drive, Suite 'A',
El Paso, Texas 79935
(915) 598-1300
email: Larry@land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

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 5048.29 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 587.57 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, Northeasterly 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'	N44°59'46"W	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 DEFINITION 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.

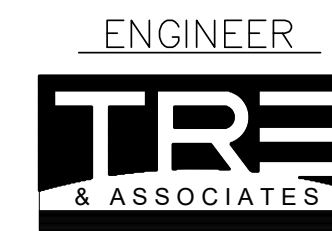
BENCHMARK
CITY MONUMENT AT THE CENTERLINE INTERSECTION OF ESCALERA DRIVE AND VALLEJO PLACE.
ELEVATION 4016.99' (NAVD 88 DATUM)

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	LENGTH	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'		

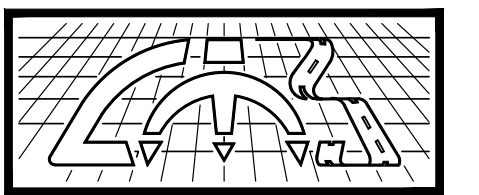
(SHEET 2 OF 2)

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



Engineering Solutions
TBPE FIRM No. 13987
110 Mesa Park Drive, Suite 200 El Paso, Texas 79912
Office: (915) 852-9003 Fax: (915) 629-8006
6101 W. Courtyard Dr. Bldg. 1, Suite 100 Austin, Texas 78738
Office: (512) 358-4049 Fax: (512) 368-5374

SURVEYOR



Land-Mark Professional Surveying, Inc.
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: May13, 2025

To: Honorable Mayor and Members of City Council

From: Art Rubio, Chief Planner

SUBJECT: **2nd 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.

On April 08, 2025, the City Council 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, 2023⁰⁹

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.

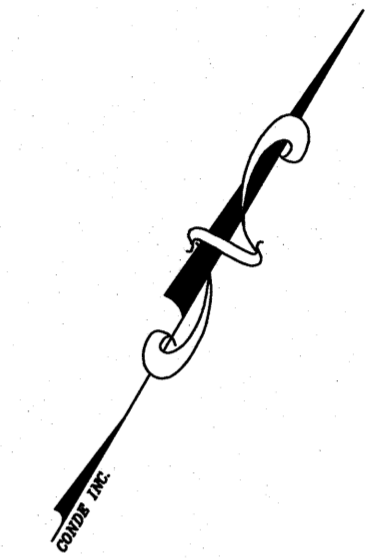
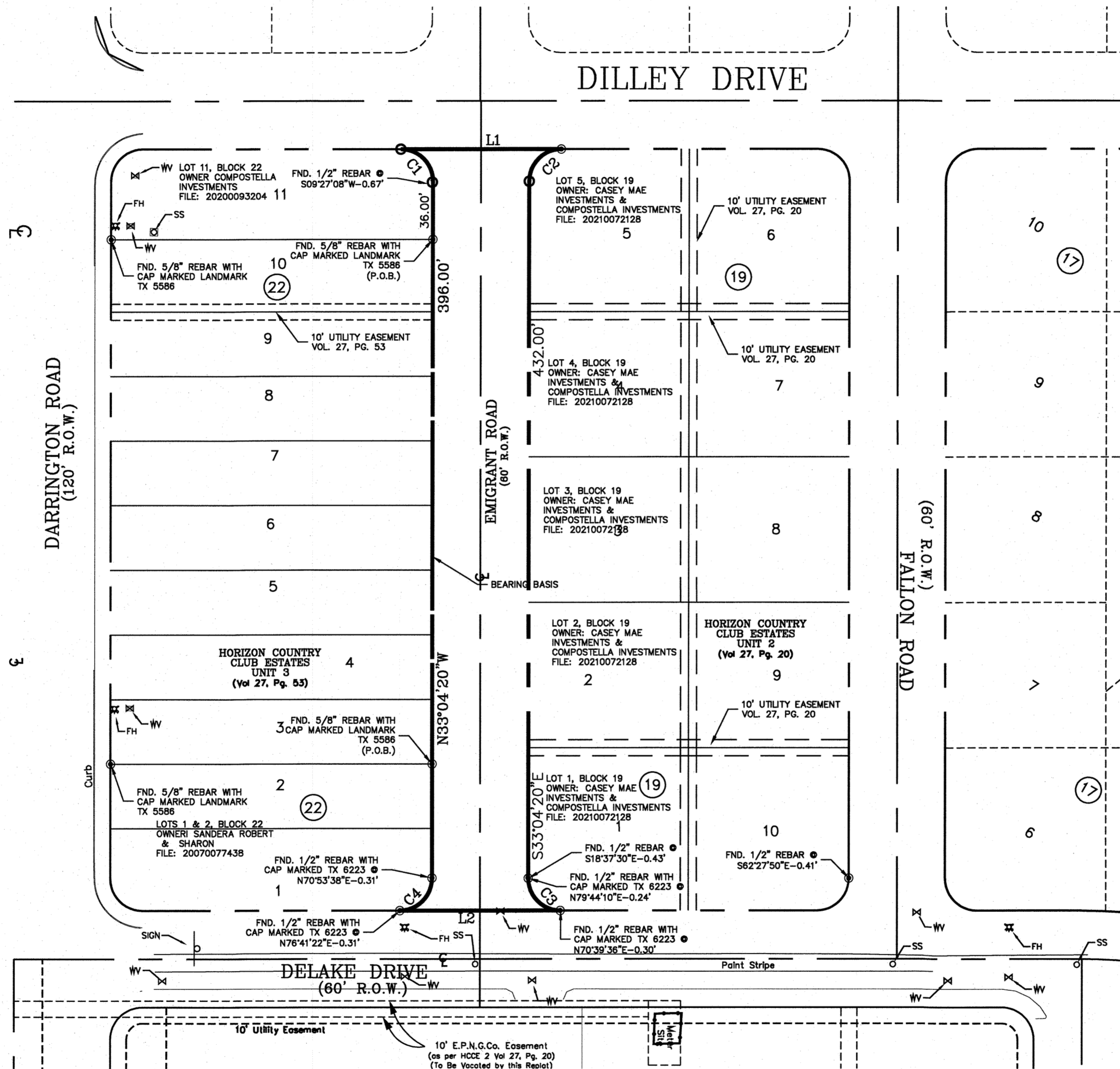
A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANY THIS DRAWING.

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

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



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



**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

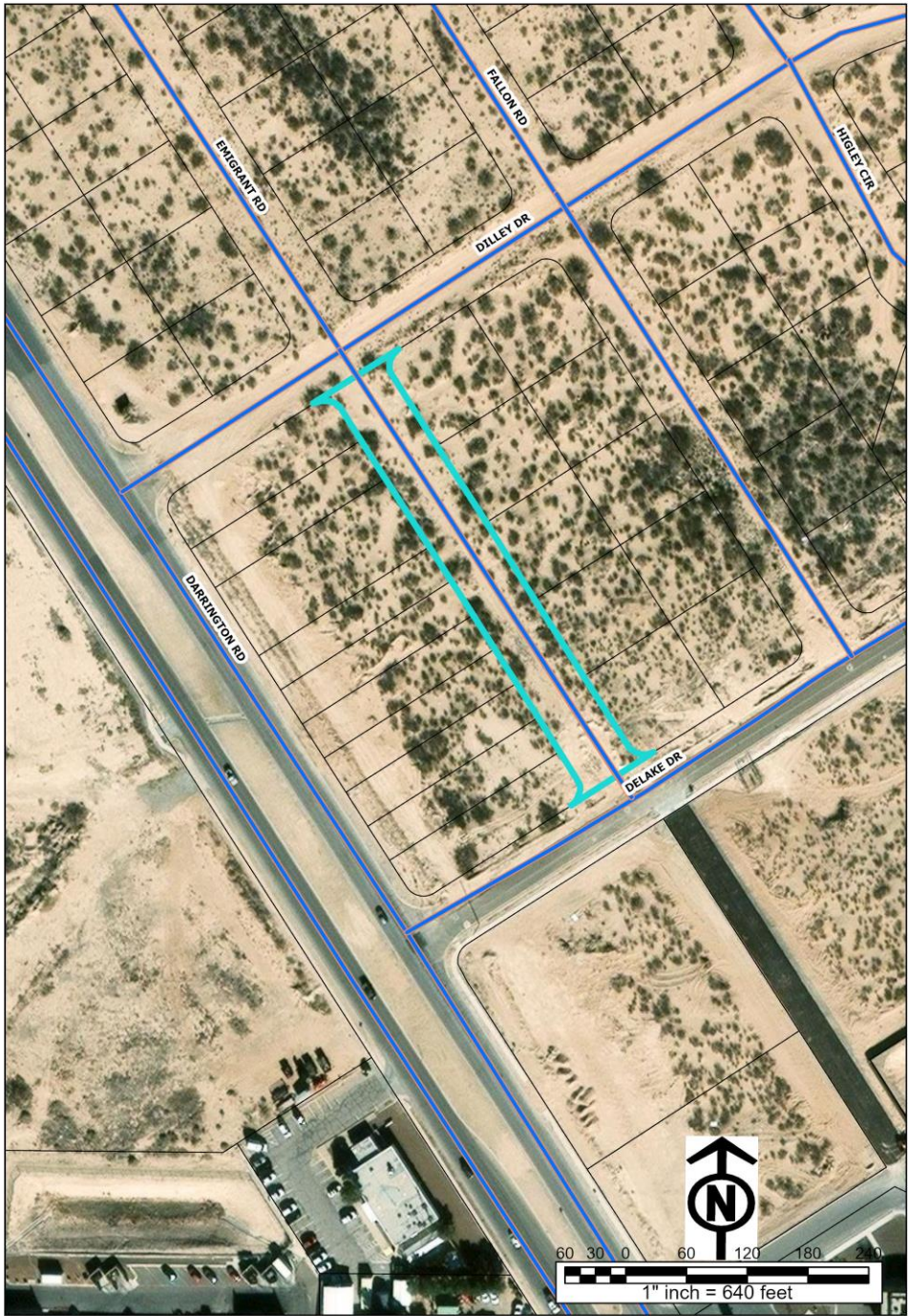
Attachment 2 – Zoning Map

Attachment 3 – Survey and M&B

Attachment 4 – Application

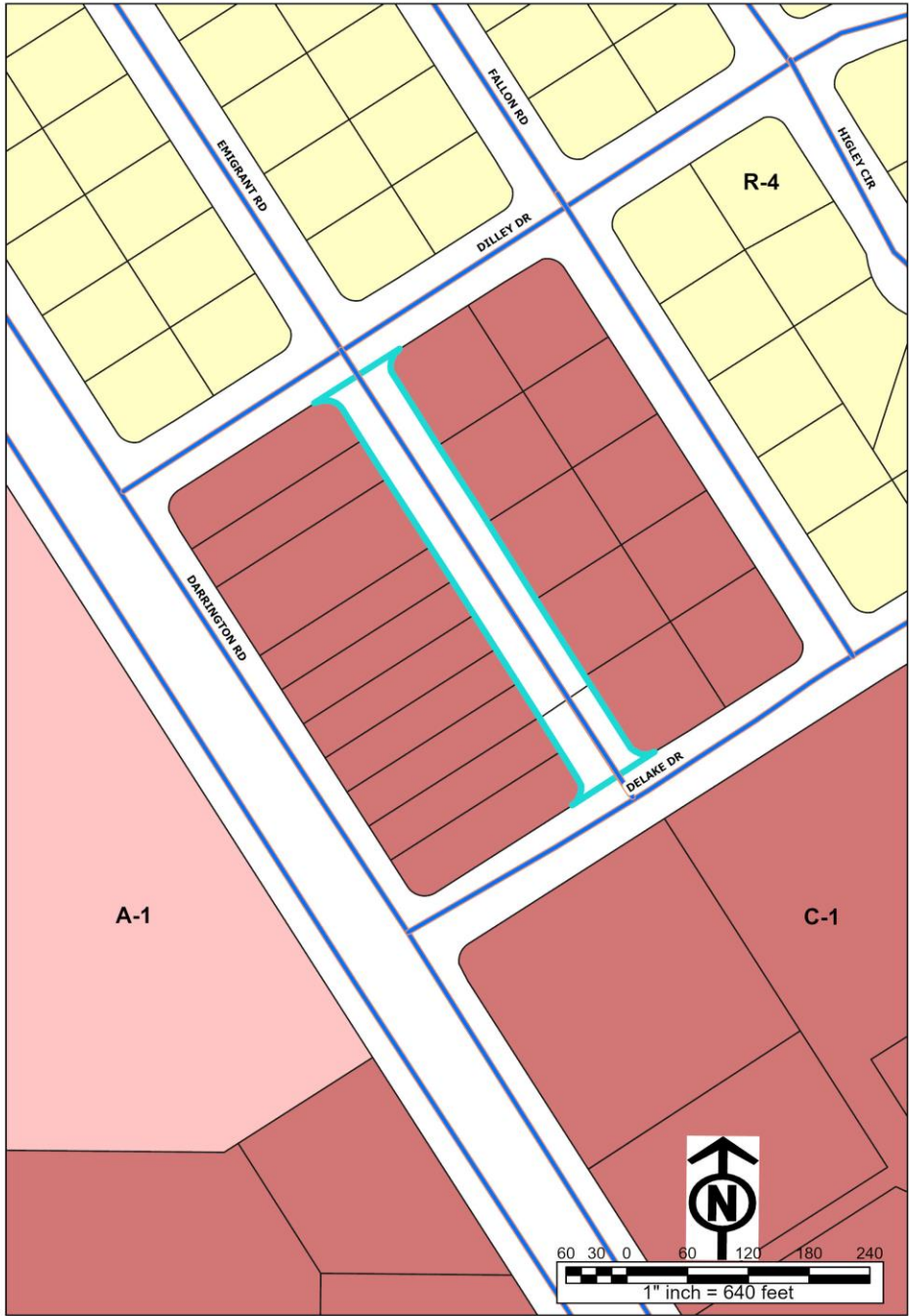
Attachment 1: Aerial Map

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

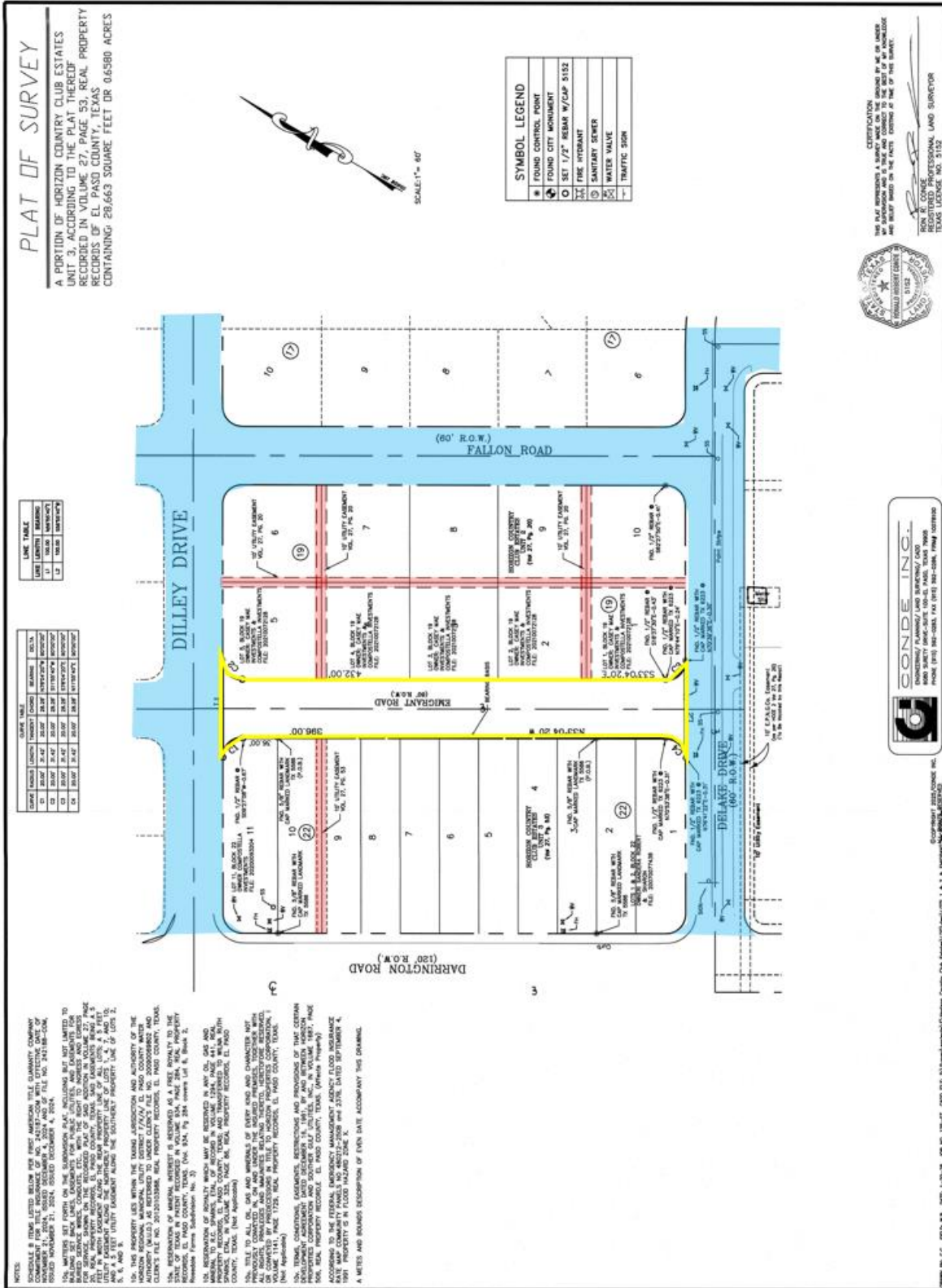


Attachment 2: Zoning Map

**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:

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;

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

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

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

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.

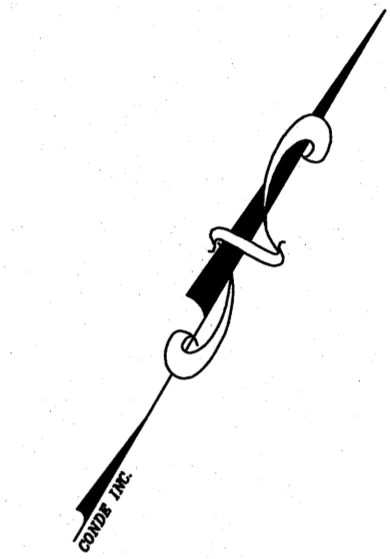
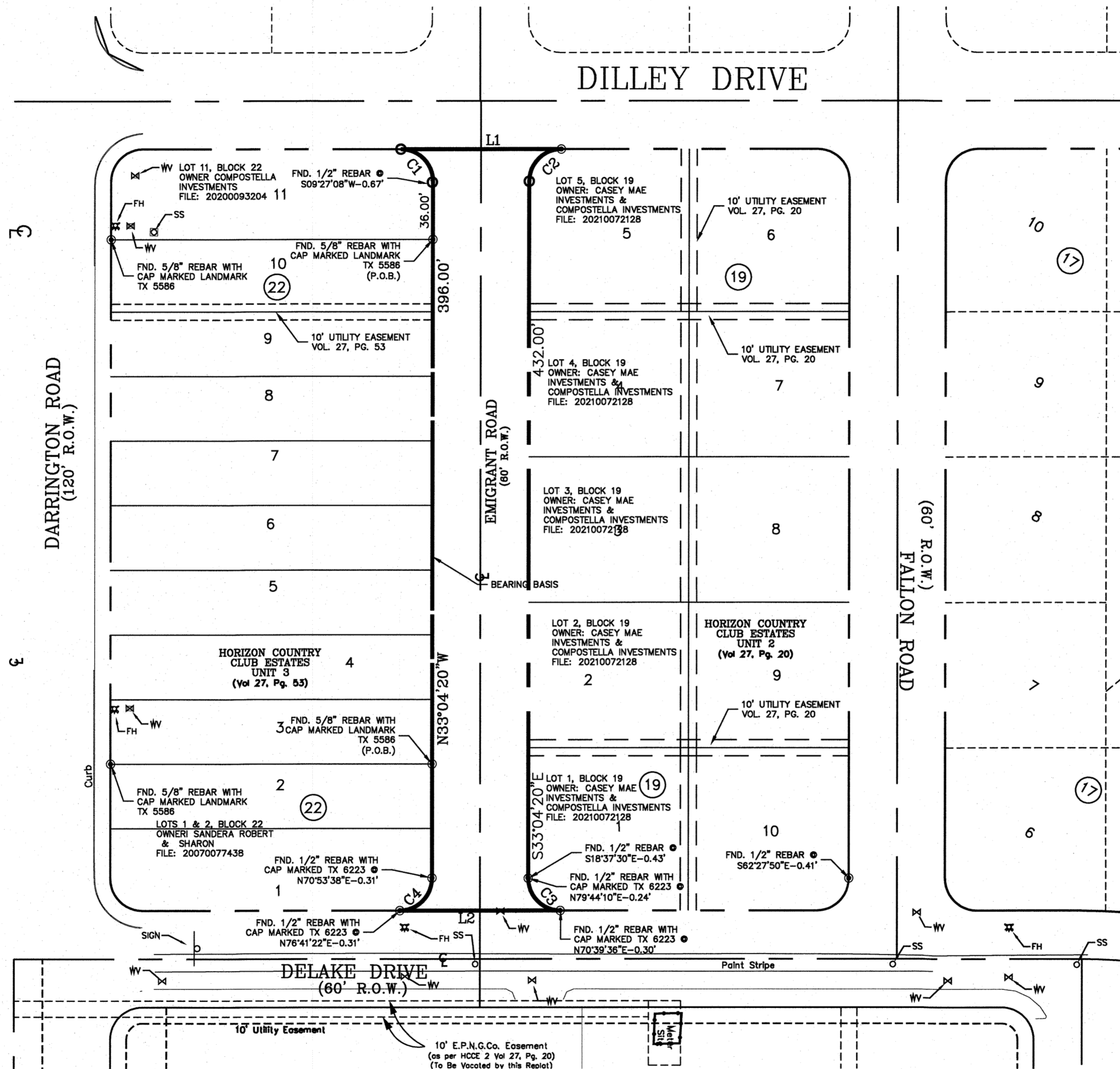
A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANY THIS DRAWING.

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

©COPYRIGHT 2025/CONDE INC.
 ALL RIGHTS RESERVED



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: May 13, 2025

To: Honorable Mayor and Members of City Council

From: Art Rubio, Chief Planner

SUBJECT: **First Reading Introduction:** An Ordinance Amending The Municipal Code Of Ordinances Of The Town Of Horizon City, Texas, Chapter 14 (Zoning), Establishing Chapter 14B -Transit Oriented Development ("TOD") District Zoning Regulations; Providing For Special Zoning District Regulations; Providing For A Mix Of Land Uses Within The TOD Districts; Providing For The Standards And Requirements And Regulating The Erection, Construction, Reconstruction, Alteration, Repair Or Use Of Buildings, Structures Or Land Within The Designated TOD Districts; Providing For Findings Of Fact; Repealer; Severability; Proper Notice And Hearing; Establishing A Penalty Of A Fine Not To Exceed \$2,000.00 For Violations Of The Established Regulations And Providing For An Effective date.

On March 24, 2025, the P&Z unanimously recommended conditional approval of the Transit Oriented Development Code of Regulations subject revisions recommended by the P&Z be made prior to the City Council Meeting.

Staff recommends approval of the Transit Oriented Development Code of Regulations with P&Z recommended revisions.

Attached for your review is the revised draft of the TOD Code of Regulations.

TOWN OF HORIZON CITY, TEXAS

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF ORDINANCES OF THE TOWN OF HORIZON CITY, TEXAS, CHAPTER 14 (ZONING), ESTABLISHING CHAPTER 14B - TRANSIT ORIENTED DEVELOPMENT (“TOD”) DISTRICT ZONING REGULATIONS; PROVIDING FOR SPECIAL ZONING DISTRICT REGULATIONS; PROVIDING FOR A MIX OF LAND USES WITHIN THE TOD DISTRICTS; PROVIDING FOR THE STANDARDS AND REQUIREMENTS AND REGULATING THE ERECTION, CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR OR USE OF BUILDINGS, STRUCTURES OR LAND WITHIN THE DESIGNATED TOD DISTRICTS; PROVIDING FOR FINDINGS OF FACT; REPEALER; SEVERABILITY; PROPER NOTICE AND HEARING; ESTABLISHING A PENALTY OF A FINE NOT TO EXCEED \$2,000.00 FOR VIOLATIONS OF THE ESTABLISHED REGULATIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 211 of the Texas Local Government Code and section 2.01 of the City Charter empowers the City Council to enact zoning regulations and provide for the administration, enforcement, and amendment of its zoning regulations; and

WHEREAS, City staff, in consultation with the City’s Professional Land Use Planning Consultant, has developed special zoning regulations, designated as the Transit Oriented Development (“TOD”) Zoning Ordinance, establishing regulations that are intended to promote and encourage the development and revitalization of the designated districts in a manner consistent with the Town’s comprehensive plan; and

WHEREAS, the proposed regulations were considered by the Town of Horizon City Planning and Zoning Commission to amend Chapter 14 of the Municipal Code by establishing Chapter 14B - Transit Oriented Development Zoning Ordinance; and

WHEREAS, the Planning and Zoning Commission considered the proposed regulations at its March 24, 2025, meeting and recommended approval of the amendment to the City’s code; and

WHEREAS, the City Council, after proper notice and public hearing, determined that the proposed Transit Oriented Development Zoning Ordinance and regulations provided for therein are reasonable and necessary to provide for the orderly development of property within the Town and provide for the health, safety and welfare of the Town.

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

I. FINDINGS OF FACT

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

II. ENACTMENT

The Town of Horizon City Code of Ordinances, Chapter 14 Zoning, is amended by the establishment of Chapter 14B - Transit Oriented Development Zoning Ordinance, attached hereto as Attachment – Chapter 14B and incorporated for all purposes.

III. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the effect of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein. In the event of any such conflict, the designated city staff may determine which regulation shall apply and are authorized to apply the more stringent regulation, if appropriate.

IV. SEVERABILITY

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

V. EFFECTIVE DATE

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

VI. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ____ day of _____, 2025, by a vote of __ (ayes) to __ (nays) to __ (abstentions) of the Town of Horizon City Council.

**TOWN OF HORIZON
CITY**

By: _____

Andres Renteria, Mayor

ATTEST:

By: _____

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____

Sylvia Borunda Firth, City Attorney

First Reading May 13, 2025

Second Reading June 10, 2025

ATTACHMENT

CHAPTER 14B - TRANSIT ORIENTED DEVELOPMENT ZONING ORDINANCE

{Note for Codification Service Provider – the regulations provide for herein are designated as a subchapter to the existing zoning regulations in the Town’s Code of Ordinances.}



HORIZON CITY TOD Form Based Code

DRAFT
17 JANUARY 2025



TOWN OF
HORIZON CITY

able.city

Architecture · Community Engagement
Planning · Economic Development

ACKNOWLEDGEMENTS

TOWN OF HORIZON CITY – MAYOR & COUNCIL

Andres Renteria, City Mayor
Walter Miller, Place 1
Scott Quiroz, Place 2
Rocio Ortega, Place 3
Pat Randleel, Place 4
Laura Urrutia, Place 5
Rafael (Ralph) Padilla, Place 6
Ruben Mendoza, Place 7

TOWN OF HORIZON CITY – STAFF

David Ruiz, Planning Specialist & Board
Secretary
Art Rubio, AICP, CNU-a, Chief Planner
Teresa Quezada, PhD, CNU-a, Capital
Improvement Program Manager

HORIZON ECONOMIC DEVELOPMENT CORPORATION

Eduardo Garcia, Executive Director
Rafa Arellano, Business Development
Manager

CAMINO REAL REGIONAL MOBILITY AUTHORITY

Raymond L. Telles, Executive Director
Robert C. Studer, Director of Finance

CONSULTANTS



Edgar Fino, Project Director
Cesar Nevarez, Project Manager
Laura Nevarez



Architecture · Community Engagement
Planning · Economic Development

Carlos Gallinar, AICP, CNU-a, Project
Director
Victoria Chavez, Project Manager
Jason King, AICP, CNU-a, Designer
Luis Escalante, Planner



Roman Bustillos, P.E., President & CEO
Aaron Alvarado, R.P.L.S, Survey Project
Manager

TABLE OF CONTENTS

Division 1: General Provisions

- Sec. 1.1 Purpose
- Sec. 1.2 Glossary of Terms
- Sec. 1.3 Acronyms

Division 2: Transect Zones

- Sec. 2.1 Purpose, Intent and General Standards
- Sec. 2.2 Transect Zones
- Sec. 2.3 Permitted Uses
- Sec. 2.4 T5 Mixed Use Center
- Sec. 2.5 T4 Urban
- Sec. 2.6 T3 Sub-Urban
- Sec. 2.7 C Civic

Division 3: Standards for Lots & Buildings

- Sec. 3.1 Purpose
- Sec. 3.2 Lot Standards
- Sec. 3.3 Accessory Dwelling Units
- Sec. 3.4 General Building Standards
- Sec. 3.5 Facades
- Sec. 3.6 Frontage Types
- Sec. 3.7 Site Standards

Division 4: Thoroughfare Standards

- Sec. 4.1 Purpose
- Sec. 4.2 Street Hierarchy
- Sec. 4.3 General Standards
- Sec. 4.4 Street Lighting
- Sec. 4.5 Street Trees
- Sec. 4.6 Transit Shelters
- Sec. 4.7 Sidewalks and Pavement
- Sec. 4.8 Site Furniture
- Sec. 4.9 Thoroughfare Construction Standards
- Sec. 4.10 Street Network
- Sec. 4.11 Street Types

Division 5: Site Development Standards

- Sec. 5.1 Purpose
- Sec. 5.2 Parking Standards
- Sec. 5.3 Signage Standards
- Sec. 5.4 Lighting Standards
- Sec. 5.5 Environmental

Division 6: Landscape Standards

- Sec. 6.1 Title
- Sec. 6.2 Purpose
- Sec. 6.3 Application
- Sec. 6.4 Interpretation
- Sec. 6.5 Landscape Plans Required

- Sec. 6.6 General
- Sec. 6.7 Street Trees
- Sec. 6.8 Buffer Trees
- Sec. 6.9 Parking Lot Trees & Landscape Area
- Sec. 6.10 Project Trees
- Sec. 6.11 Project Trees & Project Shrubs
- Sec. 6.12 Landscape Screen
- Sec. 6.13 Ground Treatment
- Sec. 6.14 Irrigation
- Sec. 6.15 Stormwater Management
- Sec. 6.16 Environmental
- Sec. 6.17 Installation
- Sec. 6.18 Maintenance
- Sec. 6.19 Enforcement
- Sec. 6.20 Appeals
- Sec. 6.21 Violations & Penalty
- Sec. 6.22 Severability
- Sec. 6.23 Rules
- Sec. 6.24 Definitions

Division 7: Irrigation Standards

- Sec. 7.1 Title
- Sec. 7.2 Valid License Required
- Sec. 7.3 Permit Required
- Sec. 7.4 Backflow Prevention Methods and Devices
- Sec. 7.5 Specific Conditions and Cross-Connection Control
- Sec. 7.6 Water Conservation
- Sec. 7.7 Irrigation Plans Required
- Sec. 7.8 Irrigation Standards
- Sec. 7.9 Completion of Irrigation System Installation
- Sec. 7.10 Maintenance, Alteration, Repair or Service of Irrigation Systems
- Sec. 7.11 Reclaimed Water
- Sec. 7.12 Advertisement Requirements
- Sec. 7.13 Contracts
- Sec. 7.14 Warranties for Systems
- Sec. 7.15 Duties and Responsibilities of City Irrigation Inspectors
- Sec. 7.16 Items Not Covered By This Ordinance
- Sec. 7.17 Enforcement
- Sec. 7.18 Definitions

Division 8: Development Review Procedures

- Sec. 8.1 Purpose Parking Standards
- Sec. 8.2 Application
- Sec. 8.3 Master Site Plans
- Sec. 8.4 Environmental
- Sec. 8.5 Warrants, Exceptions, and Amendments
- Sec. 8.6 Inspection



DIVISION 1: GENERAL PROVISIONS

Sec. 1.1 Purpose

The Horizon City Transit Oriented Development (TOD) Code Regulations is a form based code which implements the mixed-use vision for the Horizon City community by:



- Providing for the organization of development through the establishment of Land Use zones.
- Providing for standards of development.

Sec. 1.2 Glossary of Terms

A

Accessory Dwelling Unit: Also referred to as accessory apartments, second units, or granny flats - are additional living quarters on single-family lots that are independent of the primary dwelling unit. The separate living spaces are equipped with kitchen and bathroom facilities, and can be either attached or detached from the Principal Building.

Accessory Structure: Any structure that is related to or in conjunction with the primary structure or use on a lot, such as patios, sheds or pools.

Alley: A service roadway that provides access to properties abutting another street and that is not intended for general traffic circulation.

Attic: The interior part of a building contained within a pitched roof structure.

Awning: A light, protective architectural element entirely supported by, but not permanently attached to a building.

B

Backbuilding: A single-story structure connecting a Principal Building to an Outbuilding.

Balcony: An open habitable portion of an upper floor extending beyond a building's exterior wall that is not supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets. An accessory area to a Dwelling, with one or more sides permanently open to the exterior except for a railing or parapet not exceeding four feet in height.

Bioswale: A linear landscape feature used to slow, collect, infiltrate, and filter stormwater that is vegetated with plants that can withstand moisture regimes ranging from flooded to dry that are designed to manage a specified amount of runoff from a large impervious area, such as a parking lot or roadway. A bioswale can accommodate larger quantities of stormwater and is deeper than a rain garden and is often greater in length than width.

Block: The aggregate of private Lots, Passages, and Alleys, circumscribed by Streets.

Building Height: The vertical distance between (1) the lowest permissible elevation above the existing grade which complies with finished floor elevation requirements as established by flood maps, the Health Department, or

building code, along the front of a building and (2) either the highest point of the coping of a flat roof, the deck line of a mansard roof, or the mean height level between eaves and ridge for gable, hip and gambrel roofs.

Build-to-Zone (BTZ): The range of allowable distances from the front property line along which the principal vertical plane of the building's primary façade shall be built in order to create a moderately uniform line of buildings along the street.

C

Canopy: A roof or overhead unenclosed structure that provides shade or shelter from the elements.

Civic Building: A building designed specifically for a Civic Use.

Civic Open Space: A natural or landscaped outdoor area provided for the purpose of active or passive public recreation. It shall include publicly accessible outdoor amenities such as a playground, seating area, picnic area, multi-use path and temporary or permanent small outdoor performance space or religious facility.

Civic Use: A use that is open to the public at least some of the time and provides a focal point for community interaction and fosters citizen participation in civic activities, including churches, temples, synagogues, mosques, and other religious facilities; lodges; college or university facilities; exhibition halls and art galleries; grade schools; library; meeting halls; museum or similar facilities; performance theaters; post office; fire house; public administration offices; trade or specialty school facilities; or similar uses.

Common Destination: An area of focused community activity, usually defining the approximate center of a Pedestrian Shed. It shall include without limitation one or more of the following: a Civic Open Space; a Civic Building; a Commercial center; a Third Place; a Meeting Hall; or a transit station, and may act as the social center of a neighborhood.

Cornice: Projecting horizontal decorative molding along the top of a wall or building.

Community Access Easement: Street continuations onto private land that require build out as per street atlas. These can count to shorten the calculated block length.

E

Encroachment: A structural or architectural element that breaks the plane of a vertical or horizontal regulatory limit extending into a Setback, into the Public Frontage, or into the Right-of-Way.

Exception: A type of amendment which permits a practice that is not consistent with a provision or the Intent of the Horizon City TOD Architectural Standards as determined by the City Administration. Exceptions shall be granted

only by the Town of Horizon City as set forth in Division 8 - Development Review Procedures.

Expression Line: A horizontal line, expressed by a material change or by a continuous projection not less than two inches nor more than one foot deep.

F

Façade: The exterior wall of a building.

Façade Transparency: The amount of transparent window glass or other openings in the façade of a building, relative to the overall surface area of the façade.

Final Site Plan: A development plan authorizing construction and development within an approved Master Site Plan.

Forecourt: a Private Frontage wherein a portion of the Façade is close to the Frontage Line and the central portion is set back.

Front Façade: (Syn: Primary Façade)

Front Street: The street along the primary frontage of a lot.

Frontage: The area between a building Façade and the vehicular lanes or pedestrian-only Street, inclusive of its built and planted components.

Frontage Line: A Lot Line abutting a Street Right-of-Way.

Frontage Buildout: The minimum percentage of the lot width which must be occupied by building façade within the Build-To-Zone. For example, a property which is 100 feet wide with a Frontage Buildout of 60% would require that at least 60 feet of façade length be maintained in the Build-to-Zone. Any additional length of front façade would be allowed to step back further from the Build-to-Zone, if desired. The intent of this requirement is to encourage development to maximize their front façade exposure along the Street or Civic Open Space.

Frontage Elements: The structural and architectural elements which extend outward from the Façade of a building along Frontages, including awnings, canopies, galleries, porches and stoops, and which do not count as an extension of the Façade itself for the purposes of measuring setbacks and build-to-zone.

G

Gallery: A covered passage that is open at one side, such as a portico or a colonnade. More specifically, it is a narrow balcony or platform running the length of a wall.

Garden Wall: A wall no greater than 48" in height that defines the Frontage Line and/or the perimeter of a property, dividing private areas from streets, rear lanes, or adjacent lots.

Gas Station: A commercial enterprise established for the purpose of retail sale or supply to motor vehicles of fuel, lubrication, minor repairs to tires, minor accessories, and including the customary space and facilities for the installation of such commodities on or in vehicles, but not

including space or facilities for storage, painting, repair, refinishing, body work, extensive mechanical work on or other servicing of motor vehicles.

Ground Cover: Low-growing plants other than turf grass or deciduous varieties, generally reaching a maximum height of not more than 24 inches at maturity, installed to form a continuous cover over the ground.

H

Habitable Space: Space in a structure for living, sleeping, eating or cooking. Habitable space excludes parking garages, self-service storage facilities, warehouses, display windows separated from retail activity, bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas.

Home Occupation: Any for-profit activity carried out within, or on the same lot as, a residential dwelling unit, by a resident of such a dwelling unit.

Hostel: An overnight lodging facility for transient guests that provides communal or dormitory-style accommodations where transient residents can rent a bed, usually a bunk bed (as opposed to renting an entire unit, as in a hotel), and share a bathroom, lounge, and sometimes a kitchen. Rooms can be mixed or single-sex, although private rooms may also be available.

L

Liner Building: A building specifically designed to mask a parking lot or a parking garage from a Frontage.

Live-Work Unit: Buildings or structures used jointly for commercial and residential purposes where the residential use of the space is secondary or accessory to the primary place of work. The commercial function may be anywhere in the unit. It is intended to be occupied by a business operator who lives in the same structure that contains the commercial activity or industry.

Lot: A parcel of land having specific boundaries and recorded as such in a deed or subdivision plat.

Lot Coverage: The portion of a Lot, expressed as a percentage, which may be occupied by a Principal Building and Accessory Structures, as well as sidewalks, patios, parking and loading areas, driveways, and other impermeable or man-made surfaces.

Lot Line: The lines abounding a Lot.

Lot Line, Front: The Lot Line dividing a Lot from a Street Right-of-Way. On a corner lot only one Lot Line shall be considered as a front lot line, where it is the Lot Line along the higher priority street on the street hierarchy.

Lot Line, Rear: The lot line opposite the Front Lot Line. In case of an irregular, triangular or gore-shaped lot, it shall mean a line within the lot, ten feet long, parallel to and at the maximum distance from the Front Lot Line.

Lot Line, Side: Any Lot Line which is not a Front Lot Line or Rear Lot Line.

Lot Site Plan: A plan developed for the construction on an individual parcel within a platted subdivision within the Horizon City TOD.

Lot Width: The length of the Primary Frontage Line of a Lot.

M

Master Site Plan: A City Council approved plan depicting the proposed development of a neighborhood.

Meeting Hall: A building available for gatherings, including conferences, that accommodates at least one room equivalent to a minimum of 10 square feet per projected dwelling unit within the Pedestrian Shed in which it is located.

O

Open Space: That portion of a development that is permeable and remains open and unobstructed from the ground to the sky, specifically excluding parking areas, whether permeable or impermeable.

Outbuilding: An accessory building, usually located toward the rear of the same Lot as a Principal Building. A Backbuilding sometimes connects it to the Principal Building.

P

Pedestrian Shed: An area defined by the average distance that can be traversed at an easy walking pace from its edge to its center. This distance is applied to determine the size of a neighborhood or extent of a community. Pedestrian Sheds are oriented toward a central Common Destination. A standard Pedestrian Shed has an average ¼ mile or 1,320-foot radius, which is about the distance of a five minute walk at a leisurely pace.

Place of Worship: Any structure, used on a regular basis by a group of persons who assemble for religious worship, including, but not limited to, a church, synagogue, mosque, or temple.

Playground: A Civic Open Space designed and equipped for children's recreation.

Porch: An open air element of a building with a raised floor and a roof covering the floor that is supported by columns, posts, or piers. A porch may be located on more than one story.

Primary Civic Open Space: The main outdoor gathering place for a community. It is often, but not always, associated with an important Civic Building.

Primary Façade: The façade of a building that faces the street. In the case of a corner lot, it is the façade along the higher priority street on the street hierarchy.
Primary Frontage: The Frontage along the Primary Frontage Line.

Primary Frontage Line: (Syn: Front Lot Line)

Principal Building: The main building on a Lot, usually located toward the Frontage, that contains the principal use or uses.

Principal Entrance: The main point of access for pedestrians into a building.

Property Line: (Syn: Lot Line)

Public Frontage: The area between the Vehicular Lanes and the Frontage Line.

Public Realm: The physical and social domain of the public that is held in common either by their physical presence or by visual association. This includes, but is not limited to Plazas, Squares, Parks, Thoroughfares, Public Frontages, Private Frontages, Civic Buildings and Civic Open Spaces.

R

Rain Garden: A small or residential landscape feature with a slight depression used to slow, collect, infiltrate, and filter stormwater that is vegetated with plants that can withstand moisture regimes ranging from flooded to dry.

Regulating Plan: A map that shows the physical locations and boundaries of Neighborhoods, primary streets, and Open Spaces subject to regulation by this TOD.

Right-of-Way: A strip of land dedicated, deeded, used or intended to be used, for a street, alley, walkway, boulevard, railroad, drainage facility, access for ingress or egress, electric transmission line, oil and gas pipeline, sanitary and stormwater sewer line, or other purpose by the public, certain designated persons, or governing bodies. It is an appropriation of the land to some public use made by the owner and accepted for such use by the public.

S

Settlement Founder: The original holder of title to the area incorporated as the Horizon City TOD.

Side Street: The street along the secondary frontage of a lot.

Sign Band: An area on a building above the entrance(s) to tenant spaces that accommodates signage for each tenant.

Single-Family Residence: A building comprised of one or more rooms providing cooking, sleeping, and sanitary facilities, designed for the exclusive use of a single family.

Small Footprint Tower: A stand-alone structure that is significantly taller than it is wide, or a portion of a building that is significantly taller than it is wide and typically has more detail than the surrounding building(s). When a tower is a portion of a building, the tower eave or cornice is taller than the remainder of the building eave or cornice height and one or more of the tower façades is located forward of the remaining building façade.

Story: That part of a building contained between any floor and the floor or roof next above.

Street: A public or private thoroughfare which affords the

principal means of access to abutting property for use by motor vehicles, bicycles, and pedestrians. A street may be for use by pedestrians only or prohibit motor vehicles.

Setbacks: The minimum distance a building façade or parking area must be located from a frontage line or public right-of-way line.

Streetscreen: Sometimes called streetwall. A freestanding wall built along the frontage line, or coplanar with the facade, often for the purpose of masking a parking lot from the thoroughfare.

T

Terminated Vista: A building, structure, or portion of a building or structure, specifically designed to visually attract a viewer’s attention at the end of a visual axis, i.e. to terminate a view. A Terminated Vista may include towers, corner towers, symmetrical façades centered on a visual axis, an architecturally embellished entry, or similar distinctive architectural devices.

Third Place: A private building that includes a space conducive to unstructured social gathering. Third Places are usually bars, cafes, and corner stores.

Thoroughfare: A way for use by vehicular and pedestrian traffic, or pedestrian traffic only, and to provide access to Lots and Open Spaces, consisting of Public Frontage and often Vehicular Lanes.

Trail Head: The point at which a trail begins. Trail heads often contain rest rooms, sign posts and distribution centers for informational brochures about the trail and its features, and parking areas for vehicles and trailers.

Transect (Transect Zone): A planning and zoning tool that organizes zones in a continuum from rural to urban, referred to as T1, T2, T3, T4, T5, and T6 where T1 is the most rural and T6 is the most urban. Each Transect zone has common characteristics that facilitate form-based regulation.

Tree Canopy Coverage: The percent of land area that is covered by the layer of leaves, branches, and stems of trees that cover the ground when viewed from above.

V

Vehicular Lanes: the lanes providing traffic and parking capacity within a Thoroughfare. They usually consist of marked lanes in a variety of widths for parked and for moving vehicles.

W

Warrant: A type of amendment which permits a practice that is not consistent with a specific provision of the Horizon City Standards but is justified by the practice’s Intent as determined by the City. Warrants shall be granted administratively by the City Administrator or Designee.

Workplace Access Easement: Street continuations onto

private land that require build out as per street atlas. These can count to shorten the calculated block length.

Sec. 1.3 Acronyms

For the purposes of this TOD, the following acronyms shall have the meanings set forth below:

Sec. 1.3.A. Acronyms

IDA: International Dark-Sky Association

Code: Code of Ordinances

TOD: Transit Oriented Development



DIVISION 2: TRANSECT ZONES

Sec. 2.1 Purpose, Intent and General Standards

Sec. 2.1.A. The Transect is a planning and zoning tool that organizes zones in a continuum from rural to urban, referred to as T1, T2, T3, T4, T5, and T6. One additional zone is the Civic zone, which covers building types and uses that do not fit into any of the previous categories. For this particular TOD, only T3, T4, T5 and Civic transect zones are applicable. Each Transect Zone has a different set of characteristics that correspond with building placement, building form, and frontage standards, all of which influence the neighborhood.


Sec. 2.1.B. Each T3, T4, and T5 Transect Zone shall contain at least three different permitted residential building types. The permitted residential building types for each Transect Zone are established in Table 2-2.

Sec. 2.1.C. *General Standards*

1. Precedent images are for illustrative purposes only to demonstrate the intent of the standards. They are provided as examples, and shall not imply that every element in the image is permitted.
2. The allocation of Transect Zones and required Civic Open Space by percentage are based on gross area allocated transect zones within the neighborhood.
3. Minimum residential density is measured for the total net acres allocated to each Transect Zone within the neighborhood. The net acre calculation does not include Rights-of-Way.
4. Accessory Dwelling Units do not constitute a separate unit for the purpose of calculating residential density

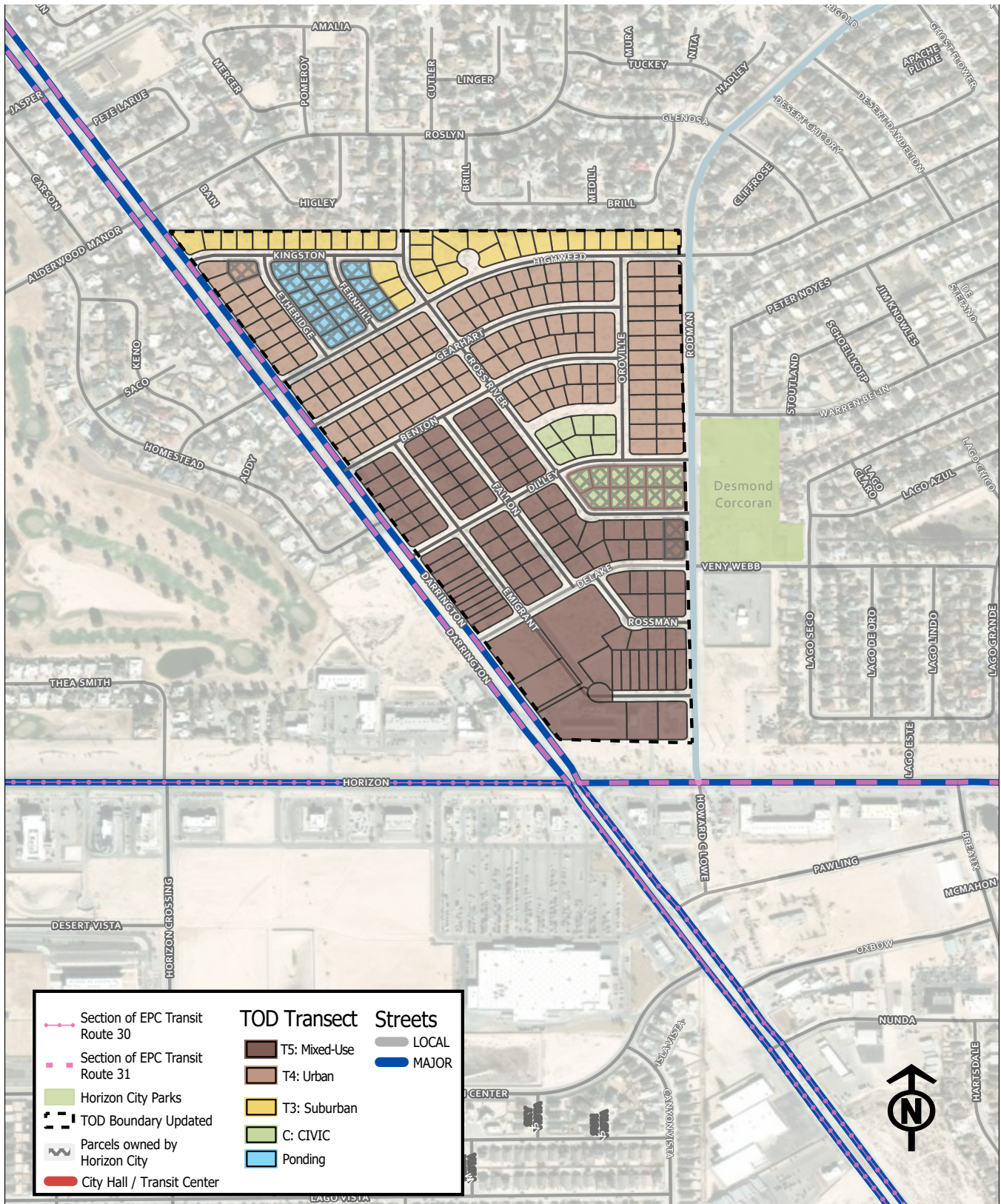
Sec. 2.2 Transect Zones

Standards for each of the Transect Zones are shown for comparison in Table 2-1. Each zone is further described in Sec. 2.4 through Sec. 2.7.

Table 2-1: Transect Zones				
TABLE 2-1 TRANSECT STANDARDS SUMMARY	T3: SUB-URBAN	T4: URBAN	T5: MIXED USE CENTER	C: CIVIC
BUILDING PLACEMENT				
FRONT BUILD-TO-ZONE	12' MIN.	6' TO 18'	0' TO 10'	0' MIN.
FRONTAGE BUILDOUT (FRONT STREET)	40% MIN.	60% MIN.	75% MIN.	40% MIN.
FRONTAGE BUILDOUT (SIDE STREET)	30% MIN.	30% MIN.	30% MIN.	30% MIN.
SIDE SETBACK (MID-BLOCK)	5' MIN.	0' MIN.	0' MIN.	0' MIN.
SIDE BUILD-TO-ZONE (CORNER)	12' MIN.	6' TO 18'	0' TO 10'	0' MIN.
REAR SETBACK (LOT OR ALLEY)	5' MIN.	7' TO 10'	5' MIN	5' MIN
LOT AND BLOCK STANDARDS				
LOT WIDTH	40' MIN.	24' MIN., 200' MAX.	24' MIN., 180' MAX.	N/A
LOT DEPTH	80' MIN.	80' MIN., 300' MAX.	30' MIN., 180' MAX.	N/A
LOT COVERAGE	60% MAX.	70% MAX.	100% MAX.	100% MAX.
BUILDING HEIGHTS				
MAXIMUM BUILDING HEIGHT	2.5 STORIES	3 STORIES	 3 STORIES MIN	3 STORIES
FIRST FLOOR HEIGHT (FLOOR TO CEILING CLEAR)	9' MIN.	12' MIN. (C)	14' MIN. (C)	12' MIN.
GROUND FLOOR ELEVATION (ABOVE SIDEWALK OR FINISHED GRADE)	24" MIN. (RES.)	6" MAX. (C) 24" MIN. (RES.)	6" MAX. (C) 24" MIN. (RES.)	N/A
PARKING LOCATION				
FRONT SETBACK	30' MIN.	30' MIN.	N/A	30' MIN.
SIDE SETBACK (MID-BLOCK)	8' MIN.	0' MIN.	N/A	5' MIN.
SIDE SETBACK (CORNER)	20' MIN.	20' MIN.	N/A	30' MIN.
REAR SETBACK	5' MIN.	5' MIN.	5' MIN. T5 PARKING IN REAR ONLY	5' MIN.
ALLOWED ENCROACHMENTS				
ALLOWED FRONTAGE TYPES	COMMON YARD, PORCH, STOOP	SHOPFRONT, FORECOURT, PORCH, STOOP, COMMON YARD	SHOPFRONT, FORECOURT, GALLERY, STOOP	N/A

C = COMMERCIAL
 MAX. = MAXIMUM
 MIN. = MINIMUM
 RES = RESIDENTIAL

FIGURE 2-1: ILLUSTRATIVE PLAN



Sec. 2.3 Permitted Uses

Sec. 2.3.A. Only those land uses that are listed in Permitted Uses Table 2-2 are the allowed land uses in the Horizon City TOD. As a general consideration, land uses not listed in the table are prohibited unless the applicant applies for a Warrant in accordance with Section 8.4.

Table 2-2: Permitted Uses

The allowable uses in each Transect Zone are as set forth in the Permitted Uses Table herein.

RESIDENTIAL TYPES	T3	T4	T5	C
MIXED USE BUILDING/BLOCK			■	
APARTMENT BUILDING		■	■	
MANSION APARTMENT		■		
LIVE/WORK UNIT			■	
TOWNHOUSE		■	■	
DUPLEX HOUSE	■	■		
COURTYARD HOUSE		■	■	
SIDEYARD HOUSE	■	■	■	
COTTAGE	■	■		
DETACHED, SINGLE FAMILY HOME	■			
ACCESSORY DWELLING UNIT	■			
RESIDENTIAL CONVERTIBLE TO RETAIL		□	■	

LODGING

HOTEL (NO ROOM LIMIT)			■	
INN (UP TO 12 ROOMS)		□	■	
BED & BREAKFAST (UP TO 5 ROOMS)	□	□	■	
HOSTEL			□	
SCHOOL DORMITORY		■	■	

OFFICE

OFFICE (GENERAL OR PROFESSIONAL)		□	■	
CO-WORKING SPACE		□	■	
LIVE-WORK UNIT			■	
HOME OCCUPATION	■	■	■	
AGRICULTURAL/ANIMAL/ VETERINARIAN FACILITY			□	
MEDICAL/DENTAL OFFICE		□	■	

COMMERCIAL

NEIGHBORHOOD RETAIL (E.G., BOU- TIQUE, SMALL GROCERY)		■	■	
GENERAL RETAIL (E.G., DEPARTMENT STORE, SPECIALTY SHOPS)		□	■	
DISPLAY GALLERY			■	
RESTAURANT			■	■
KIOSK			■	■
PUSH CART			□	
FOOD TRUCK		□	□	□
LIQUOR SELLING ESTABLISHMENT			□	
MOVIE THEATER			■	

■ = By Right
□ = By Warrant

Table 2-2: Permitted Uses (Continued)

The allowable uses in each Transect Zone are as set forth in the Permitted Uses Table herein.

COMMERCIAL (CONTINUED)	T3	T4	T5	C
OPEN-MARKET BUILDING (FARM MARKETS)	■	□	■	
BAR/TAVERN		□	■	
COFFEE SHOP		■	■	
FOOD HALL			■	
WINE-LIQUOR STORE		□	■	
MAKER SPACE (SMALL-SCALE MANUFACTURING)		□	■	
ARTISAN WORKSHOP (E.G., POTTERY, WOODWORKING)			■	
GYM/FITNESS STUDIO			■	

ENTERTAINMENT AND RECREATION	T3	T4	T5	C
MOVIE THEATER		■	■	
INDOOR RECREATION FACILITY (BOWLING ALLEY, ARCADE)			■	
EVENT VENUE (INDOOR/OUTDOOR)			■	■

CIVIC AND INSTITUTIONAL	T3	T4	T5	C
BUS SHELTER	■	■	■	■
COMMUNITY GARDEN	■	■	■	■
FOUNTAIN OR PUBLIC ART		■	■	■
LIBRARY				■
MUSEUM			□	■
AMPHITHEATER/OUTDOOR AUDITORIUM				■
PLAYGROUND				■
SURFACE PARKING LOT		■	■	■
RELIGIOUS ASSEMBLY	■	■	■	■
GOVERNMENT BUILDING & USE			□	■
COMMUNITY CENTER		□	■	
RELIGIOUS ASSEMBLY (CHURCH, MOSQUE, TEMPLE)	■	■	■	■
POST OFFICE		■	■	

CIVIL SUPPORT	T3	T4	T5	C
FIRE STATION			□	■
POLICE STATION			□	■
MEDICAL CLINIC			■	

EDUCATION	T3	T4	T5	C
COLLEGE				■
HIGH SCHOOL				■
TRADE SCHOOL				■
MIDDLE SCHOOL				■
ELEMENTARY SCHOOL				■
ADULT DAY CARE CENTER	■	■	■	■
CHILD DAY CARE CENTER	■	■	■	■

INDUSTRIAL	T3	T4	T5	C
ELECTRIC SUBSTATION	□	□	□	■
WIRELESS TRANSMITTER				■

TEMPORARY OR MOBILE	T3	T4	T5	C
POP-UP RETAIL/EVENT SPACE		□	■	■
FOOD TRUCKS		■	■	■



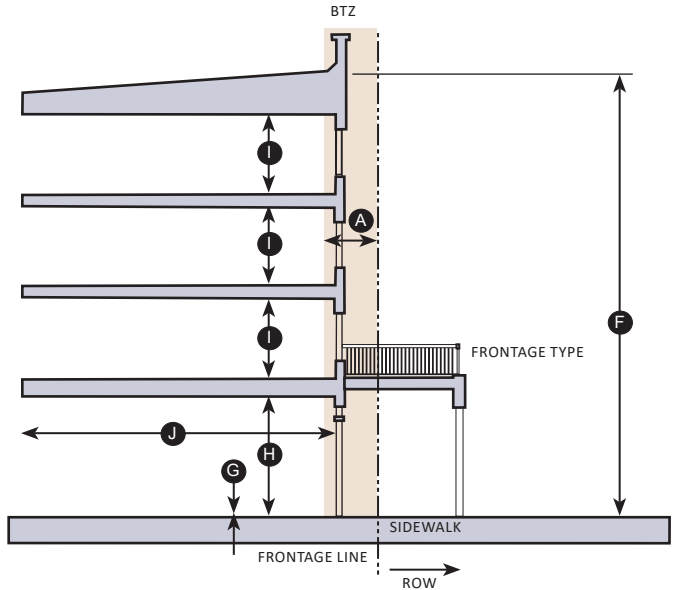
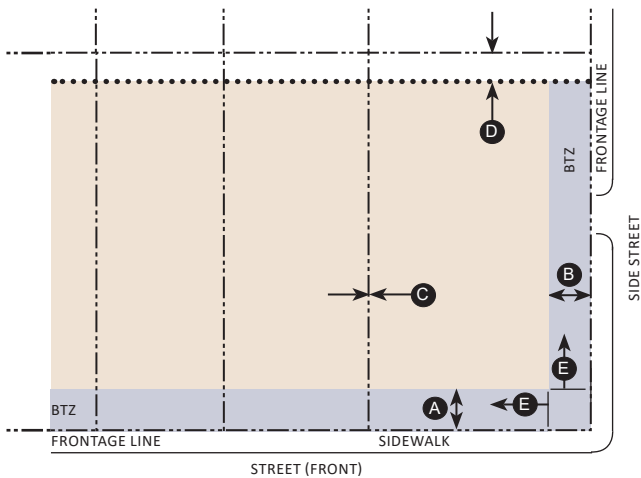
T5

Sec. 2.4 T5 Mixed Use Center

Sec. 2.4.A. Overview

This Transect Zone is found in the mixed-use commercial areas of the Horizon City TOD Urban Neighborhoods and may be found in other neighborhoods as well. Priority is placed on optimizing the physical characteristics of the built environment for increased walkability and a vibrant center with buildings located close to the sidewalk, plentiful shade for pedestrians, and parking lots screened from public view. This transect created a Main Street for the surrounding community.

Sec. 2.4.B. Form



KEY

--- FRONTAGE/PROPERTY LINE SETBACK LINE
■ BUILD-TO-ZONE (BTZ)	■ POTENTIAL BUILDING AREA (IN ADDITION TO BTZ)

KEY

--- FRONTAGE LINE	■ BUILDING
■ BUILD-TO-ZONE (BTZ)	

A. BUILDING PLACEMENT

SETBACKS		
FRONT BUILD-TO-ZONE	0' MIN., 10'MAX.	A
SIDE STREET BUILD-TO-ZONE	0' MIN., 10'MAX.	B
INTERIOR SIDE PROPERTY LINE SETBACK	0' MIN.	C
REAR SETBACK	5' MIN.	D
FRONTAGE BUILDOUT		
BUILDING FAÇADE WITHIN BUILD-TO-ZONE		
FRONT STREET FRONTAGE	75% MIN.	
SIDE STREET FRONTAGE	30% MIN.	
STREET FAÇADES MUST BE BUILT TO THE BTZ FOR THE FIRST 30' ON A CORNER. E		

B. LOT AND BLOCK STANDARDS

LOT WIDTH	35' MIN., 330' MAX.
LOT DEPTH	30' MIN., 310' MAX.
LOT COVERAGE	80% MAX.
ALLEYS ARE REQUIRED IN T5 ZONES.	

C. BUILDING FORM

HEIGHT		
BUILDING	4 STORIES MAX.	F
GROUND FLOOR ELEV. ABOVE SIDEWALK	COMM. 6" MAX., RES. 24" MIN.	G
GROUND FLOOR OFFICE / RETAIL CEILING	14' MIN. CLEAR	H
CEILING HEIGHT	9' MIN. CLEAR	I

FOOTPRINT

DEPTH, GROUND FLOOR COMMERCIAL SPACE:	30' MIN.	J
---------------------------------------	----------	---

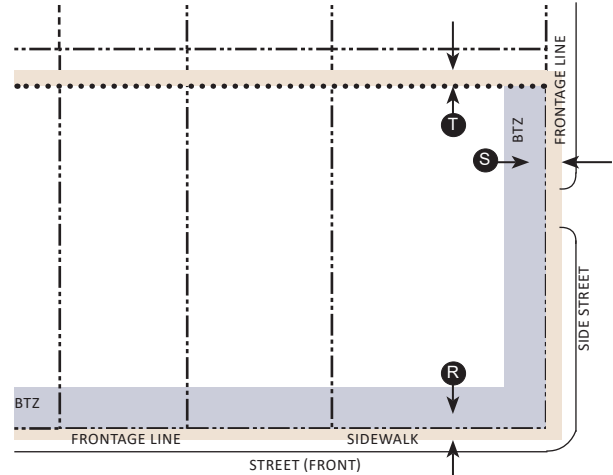
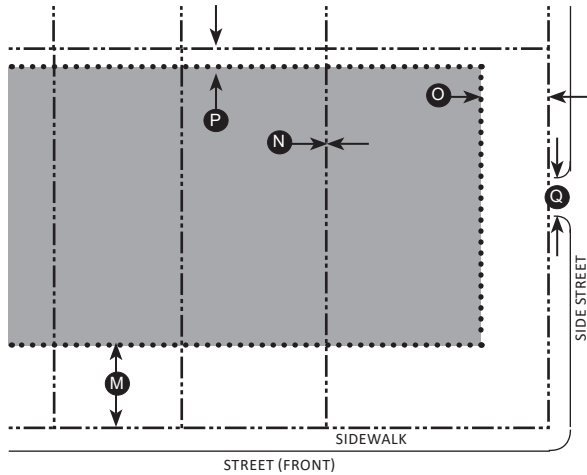
D. ALLOWED FRONTAGE TYPES

SHOPFRONT	GALLERY
FORECOURT	STOOP

*SEE GENERAL STANDARDS FOR FRONTAGE DETAILS.

T5

Sec. 2.4.C. Parking & Encroachments



KEY

- FRONTAGE/PROPERTY LINE
- SETBACK LINE
- █ PARKING AREA

KEY

- FRONTAGE/PROPERTY LINE
- SETBACK LINE
- █ BUILD-TO-ZONE (BTZ)
- █ ENCROACHMENT AREA

E. PARKING

PARKING LOCATION (DISTANCE FROM PROPERTY LINE)

FRONT SETBACK	30' MIN.	(M)
SIDE SETBACK (MID-BLOCK)	0' MIN.	(N)
SIDE SETBACK (CORNER)	20' MIN.	(O)
REAR SETBACK	5' MIN.	(P)

DISTRICT SPECIFIC PARKING REQUIREMENTS

PARKING SHALL BE PROVIDED AS ESTABLISHED IN SECTION 5.2

PARKING SHALL BE LOCATED BEHIND THE FRONT FAÇADE OF BUILDINGS AND ACCESSED FROM ALLEYS OR SIDE STREETS WHENEVER POSSIBLE.

STREETSCREENS, GARDEN WALLS, FENCES, OR HEDGES ARE REQUIRED ALONG ALL UN-BUILT STREET RIGHT-OF-WAYS TO SHIELD VIEWS TO PARKING.

STREETSCREENS, GARDEN WALLS, FENCES, OR HEDGES HAVE A MAXIMUM HEIGHT OF 4' ALONG THE ALL FRONTAGES.

PARKING CURB CUT WIDTH	26' MAX.	(Q)
------------------------	----------	-----

F. ALLOWED ENCROACHMENTS

BALCONIES, BAY WINDOWS, AWNINGS, GALLERIES, STOOPS, AND OTHER FRONTAGE ELEMENTS

FRONT	12' MAX.	(R)
SIDE STREET	8' MAX.	(S)
REAR	4' MAX.	(T)

NOTE: FRONTAGE ELEMENTS SHALL ENCROACH FORWARD OF THE BUILD-TO-ZONE AND/OR INTO THE RIGHT-OF-WAY, BARRING ANY ADDITIONAL RESTRICTIONS BY THE PUBLIC ENTITY THAT HAS CONTROL OVER THE PUBLIC RIGHT-OF-WAY. A 6 FOOT MINIMUM SIDEWALK CLEAR ZONE MUST BE MAINTAINED.

G. MISCELLANEOUS

ALL BUILDINGS MUST HAVE A PRINCIPAL ENTRANCE ALONG THE FRONT FAÇADE.

LOADING DOCKS, OVERHEAD DOORS, AND OTHER SERVICE ENTRIES SHALL NOT BE LOCATED ON FAÇADES FACING STREETS OR ACROSS FROM, OR ADJACENT TO, CIVIC BUILDING FRONTAGES OR CIVIC OPEN SPACES, AND SHOULD INSTEAD BE LOCATED IN REAR SERVICE AREAS.

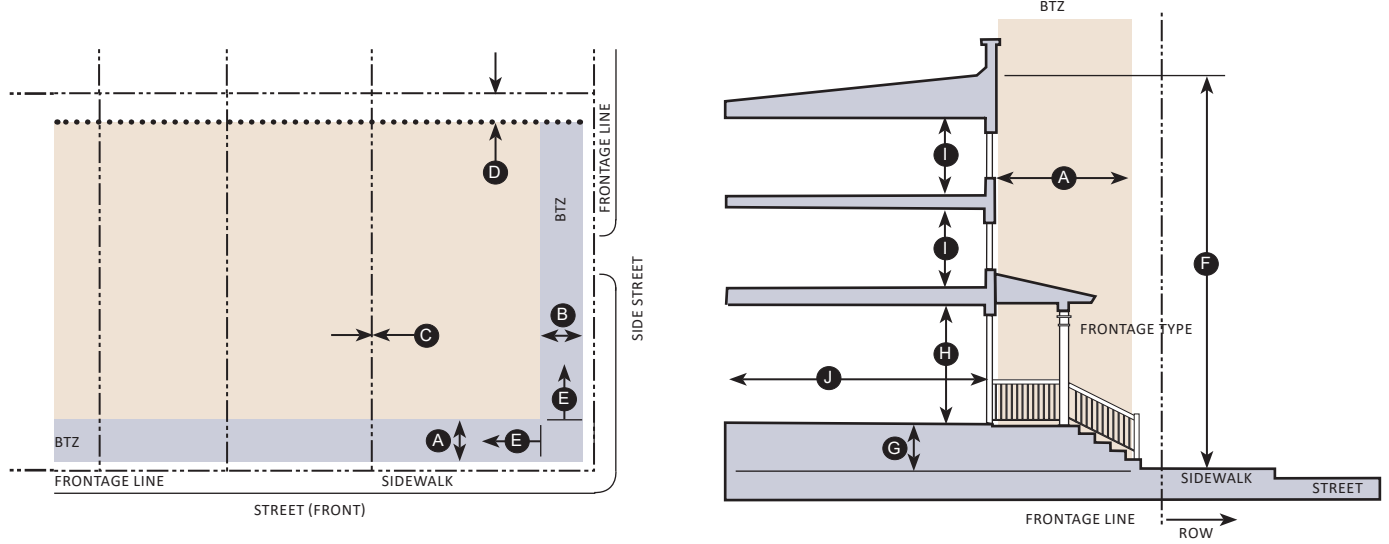
T4

Sec. 2.5 T4 Urban

Sec. 2.5.A. Overview

This Transect Zone provides a mix of uses and residential types in a pedestrian-oriented urban form. Buildings are typically attached with Front Façades located close to the sidewalk. This Transect Zone is appropriate at the center of Neighborhoods.

Sec. 2.5.B. Form



KEY

--- FRONTAGE/PROPERTY LINE SETBACK LINE
■ BUILD-TO-ZONE (BTZ)	■ POTENTIAL BUILDING AREA (IN ADDITION TO BTZ)

KEY

--- FRONTAGE LINE	■ BUILDING
■ BUILD-TO-ZONE (BTZ)	

A. BUILDING PLACEMENT

SETBACKS		
FRONT BUILD-TO-ZONE	6' MIN., 18'MAX.	(A)
SIDE STREET BUILD-TO-ZONE	6' MIN., 18'MAX.	(B)
INTERIOR SIDE PROPERTY LINE SETBACK	0' MIN.	(C)
REAR SETBACK	5' MIN.	(D)

FRONTAGE BUILDOUT

BUILDING FAÇADE WITHIN BUILD-TO-ZONE	
FRONT STREET FRONTAGE	60% MIN.
SIDE STREET FRONTAGE	30% MIN.

STREET FAÇADES MUST BE BUILT TO THE BTZ FOR THE FIRST 30' ON A CORNER. (E)

B. LOT AND BLOCK STANDARDS

LOT WIDTH	70' MIN., 100' MAX.
LOT DEPTH	100' MIN., 130' MAX.
LOT COVERAGE	70% MAX.

ALLEYS ARE REQUIRED AT THE REAR OF ALL T4 LOTS.

C. BUILDING FORM

HEIGHT		
MAIN BUILDING	3 STORIES MAX.	(F)
GROUND FLOOR ELEV. ABOVE SIDEWALK	COMM. 6" MAX., RES. 24" MIN.	(G)
GROUND FLOOR OFFICE / RETAIL CEILING	12' MIN. CLEAR	(H)
CEILING HEIGHT	9' MIN. CLEAR	(I)

FOOTPRINT

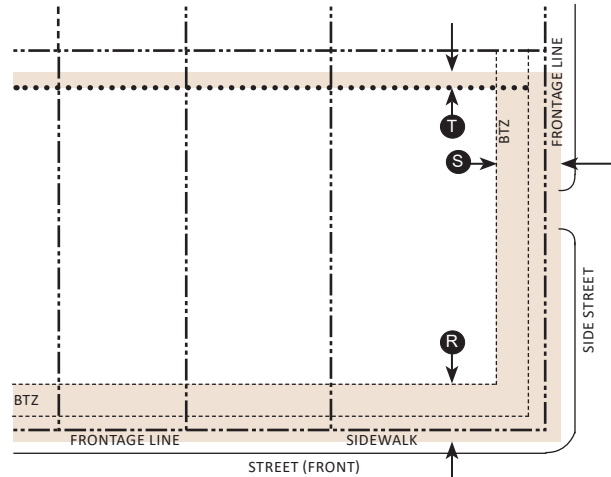
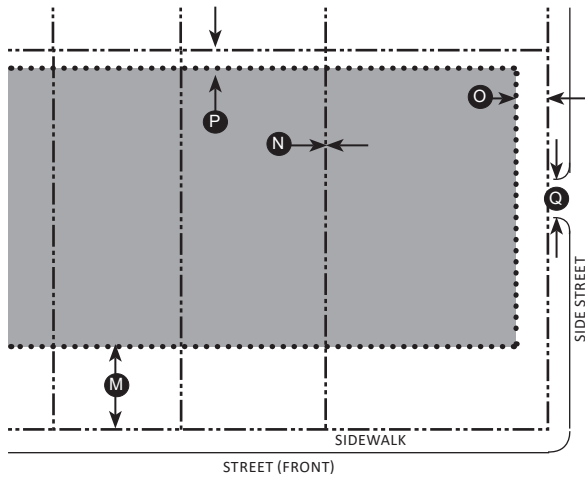
DEPTH, GROUND FLOOR COMMERCIAL SPACE:	30' MIN.	(J)
---------------------------------------	----------	-----

D. ALLOWED FRONTAGE TYPES*

SHOPFRONT	GALLERY
FORECOURT	STOOP
PORCH	

T4

Sec. 2.5.C. Parking & Encroachments



KEY

- FRONTAGE/PROPERTY LINE
- SETBACK LINE
- PARKING AREA

KEY

- FRONTAGE/PROPERTY LINE
- SETBACK LINE
- BUILD-TO-ZONE (BTZ)
- ENCROACHMENT AREA

E. PARKING

PARKING LOCATION (DISTANCE FROM PROPERTY LINE)

FRONT SETBACK	30' MIN.	M
SIDE SETBACK (MID-BLOCK)	0' MIN.	N
SIDE SETBACK (CORNER)	20' MIN.	O
REAR SETBACK	5' MIN.	P

DISTRICT SPECIFIC PARKING REQUIREMENTS

PARKING SHALL BE PROVIDED AS ESTABLISHED IN SECTION 5.2

PARKING SHALL BE LOCATED BEHIND THE FRONT FAÇADE OF BUILDINGS AND ACCESSED FROM ALLEYS OR SIDE STREETS WHENEVER POSSIBLE.

STREETSCREENS, GARDEN WALLS, FENCES, OR HEDGES ARE REQUIRED ALONG ALL UN-BUILT STREET RIGHT-OF-WAYS TO SHIELD VIEWS TO PARKING.

STREETSCREENS, GARDEN WALLS, FENCES, OR HEDGES HAVE A MAXIMUM HEIGHT OF 4' ALONG THE PRIMARY FRONTAGE AND UP TO THE PRIMARY STRUCTURE. THEY SHALL BE UP TO 6' ALONG ALL OTHER FRONTAGES.

GARAGE DOORS VISIBLE FROM PUBLIC VIEW (INCLUDING STREETS AND CIVIC SPACES) SHALL BE SINGLE WIDTH ONLY AND BE NO WIDER THAN 12'.

PARKING CURB CUT WIDTH	20' MAX.	Q
------------------------	----------	---

F. ALLOWED ENCROACHMENTS

BALCONIES, BAY WINDOWS, AWNINGS, GALLERIES, PORCHES, STOOPS, AND OTHER FRONTAGE ELEMENTS

FRONT	12' MAX.	R
SIDE STREET	8' MAX.	S
REAR	4' MAX.	T

NOTE: FRONTAGE ELEMENTS SHALL ENCROACH FORWARD OF THE BUILD-TO-ZONE AND/OR INTO THE RIGHT-OF-WAY, BARRING ANY ADDITIONAL RESTRICTIONS BY THE PUBLIC ENTITY THAT HAS CONTROL OVER THE PUBLIC RIGHT-OF-WAY. A 6 FOOT MINIMUM SIDEWALK CLEAR ZONE MUST BE MAINTAINED.

G. MISCELLANEOUS

ALL BUILDINGS MUST HAVE A PRINCIPAL ENTRANCE ALONG THE FRONT FAÇADE.

LOADING DOCKS, OVERHEAD DOORS, AND OTHER SERVICE ENTRIES SHALL NOT BE LOCATED ON FAÇADES FACING STREETS OR ACROSS FROM, OR ADJACENT TO, CIVIC BUILDING FRONTAGES OR CIVIC OPEN SPACES, AND SHOULD INSTEAD BE LOCATED IN REAR SERVICE AREAS.

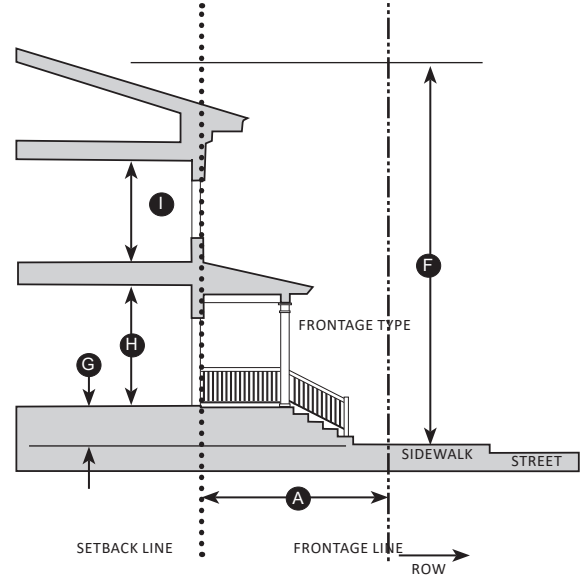
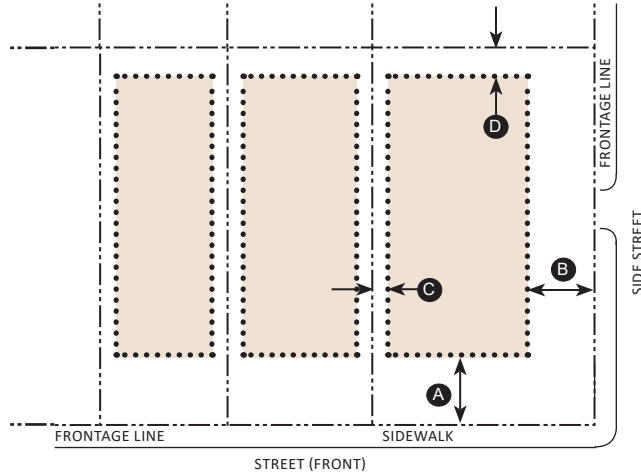
T3

Sec. 2.6 T3 Sub-Urban

Sec. 2.6.A. Overview

This Transect Zone is predominately residential. Buildings are primarily detached with a few attached building types in this zone. The built environment in this area is intended to retain key features of walkability with front porches within conversation distance of the sidewalk.

Sec. 2.6.B. Form



KEY

- FRONTAGE/PROPERTY LINE SETBACK LINE
- POTENTIAL BUILDING AREA

KEY

- FRONTAGE LINE SETBACK LINE
- BUILDING

A. BUILDING PLACEMENT		
SETBACKS		
FRONT BUILD-TO-ZONE	12' MIN.	A
SIDE BUILD-TO-ZONE (CORNER)	12' MIN.	B
SIDE SETBACK (MID-BLOCK)	5' MIN.	C
REAR SETBACK	10' MIN. / 7' MIN. AT ALLEY	D
FRONTAGE BUILDOUT		
BUILDING FAÇADE ALONG:		
FRONT STREET FRONTAGE	40% MIN.	
SIDE STREET FRONTAGE	30% MIN.	
B. LOT AND BLOCK STANDARDS		
MINIMUM LOT WIDTH	30' MIN.	
LOT DEPTH	100' MIN., 160' MAX	
LOT COVERAGE	60% MAX.	

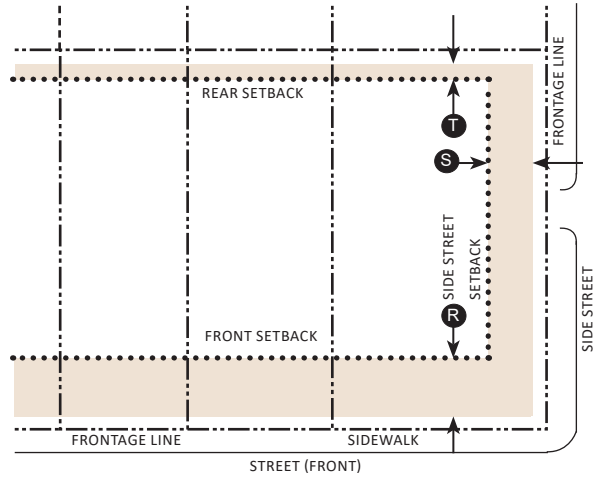
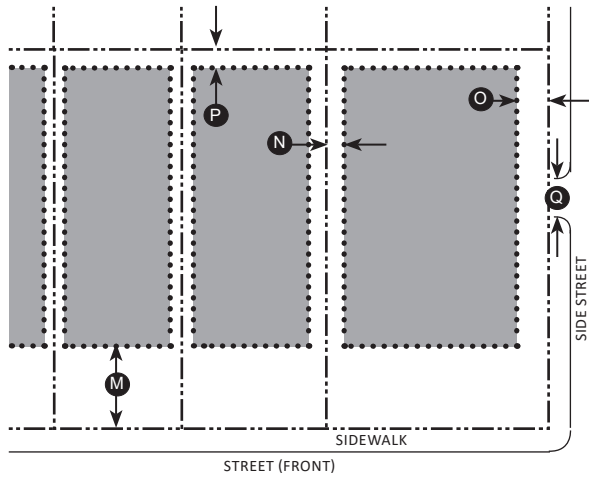
C. BUILDING FORM		
HEIGHT		
MAIN BUILDING	2.5 STORIES MAX.	F
GROUND FLOOR ELEV. ABOVE SIDEWALK	RES. 24" MIN.	G
GROUND FLOOR CEILING HEIGHT	9' MIN. CLEAR	H
CEILING HEIGHT	9' MIN. CLEAR	I

D. ALLOWED FRONTAGE TYPES	
COMMON YARD	PORCH
STOOP	

*SEE GENERAL STANDARDS FOR FRONTAGE DETAILS.

T3

Sec. 2.6.C. Parking & Encroachments



KEY

--- FRONTAGE/PROPERTY LINE SETBACK LINE
█ PARKING AREA	

E. PARKING

PARKING LOCATION (DISTANCE FROM PROPERTY LINE)

FRONT SETBACK	30' MIN.	(M)
SIDE SETBACK (MID-BLOCK)	8' MIN.	(N)
SIDE SETBACK (CORNER)	20' MIN.	(O)
REAR SETBACK	5' MIN.	(P)

DISTRICT SPECIFIC PARKING REQUIREMENTS

- PARKING SHALL BE PROVIDED AS ESTABLISHED IN SECTION 5.2
- PARKING SHALL BE LOCATED BEHIND THE FRONT FAÇADE OF BUILDINGS AND ACCESSED FROM ALLEYS OR SIDE STREETS WHENEVER POSSIBLE.
- STREETSCREENS, GARDEN WALLS, FENCES, OR HEDGES ARE REQUIRED ALONG ALL UN-BUILT STREET RIGHT-OF-WAYS TO SHIELD VIEWS TO PARKING.
- STREETSCREENS, GARDEN WALLS, FENCES, OR HEDGES HAVE A MAXIMUM HEIGHT OF 4' ALONG THE PRIMARY FRONTAGE AND UP TO THE PRIMARY STRUCTURE. THEY SHALL BE UP TO 6' ALONG ALL OTHER FRONTAGES.
- GARAGE DOORS VISIBLE FROM PUBLIC VIEW (INCLUDING STREETS AND CIVIC SPACES) SHALL BE SINGLE WIDTH ONLY AND BE NO WIDER THAN 12'.
- SHARED DRIVEWAYS BETWEEN ADJACENT LOTS IS ENCOURAGED TO REDUCE CURB CUTS.
- ~~CURB CUTS ON FRONT LOT LINE ARE NOT PERMITTED IF AN ALLEY IS PRESENT.~~
- PARKING CURB CUT WIDTH (ONLY WHEN NO ALLEY IS PRESENT) 24' MAX. (12' MAX. FOR SINGLE-FAMILY) (Q)

KEY

--- FRONTAGE/PROPERTY LINE SETBACK LINE
█ ENCROACHMENT AREA	

F. ALLOWED ENCROACHMENTS

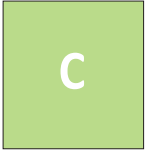
BALCONIES, BAY WINDOWS, AWNINGS, PORCHES, STOOPS, AND OTHER FRONTAGE ELEMENTS

FRONT	12' MAX.	(R)
SIDE STREET	8' MAX.	(S)
REAR	4' MAX.	(T)

NOTE: FRONTAGE ELEMENTS SHALL ENCROACH FORWARD OF THE SETBACK LINE, BUT SHALL NOT ENCROACH INTO THE RIGHT-OF-WAY.

G. MISCELLANEOUS

ALL BUILDINGS MUST HAVE A PRINCIPAL ENTRANCE ALONG THE FRONT FAÇADE.



Sec. 2.7 C Civic

Sec. 2.7.A. Overview

Civic spaces are those areas that serve a public function or are dedicated to preserving and enhancing the public well-being. These areas shall contain passive or active civic uses dedicated to arts, culture, recreation, government, and transit. Reflecting the diverse nature of this Transect Zone, it is divided into two categories: Civic Open Spaces and Civic Buildings. It is difficult to determine beforehand the multiplicity of potential uses that may occupy these Civic spaces over time. Therefore, greater design flexibility shall be given to these sites with key development standards and guidelines, and buildings are to be subject to a greater degree of design review on a case-by-case basis.

Sec. 2.7.B. Civic Open Spaces



Civic Open Space in the form of parks, greens, squares, plazas, playgrounds, pavilions, or recreational fields shall be located in each neighborhood at a minimum area greater than or equal to 5 percent of all land assigned a Transect Zone within the neighborhood.

(b) Guidelines



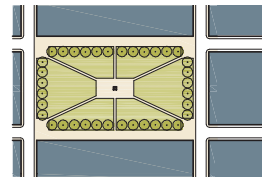
Heightened attention shall be paid to the quality of landscape design and function according to the following principles:

1. All designated Civic Open Spaces shall be accessible to the public.
2. The landscape design shall support and express environmental, cultural, and historical attributes.
3. The landscape design shall promote connection with nature, social interaction and mental restoration.
4. Views of natural features shall be preserved or maximized.
5. The landscape design shall promote connection to surrounding neighborhood resources, amenities and services, and provide for optimum accessibility, safety and way-finding.
6. Stormwater management improvements shall be integrated with the final landscape design as aesthetically and visually pleasing design elements.
7. Whenever appropriate, landscape design shall promote sustainability awareness and education through interpretive signs, demonstrations and other forms of interpretation.

The appropriate arrangements for Civic Open Spaces are described below and are permissible within proximity of the Transect Zones indicated in Table 2-3 Appropriate Arrangements for Civic Open Spaces.

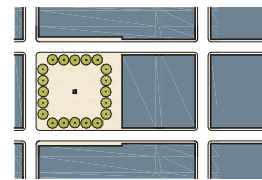
(c) Civic Open Space Types

Square



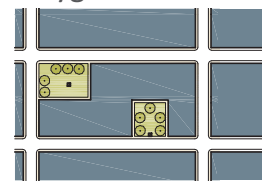
AVAILABLE FOR UNSTRUCTURED RECREATION AND PUBLIC GATHERINGS. A SQUARE IS SPATIALLY DEFINED BY BUILDING FRONTAGES. ITS LANDSCAPE SHALL CONSIST OF PATHS, LAWNS AND TREES, FORMALLY DISPOSED. SQUARES SHALL BE DENSELY SHADED AND PROVIDE SEATING. TREES AND SHRUBS SHALL BE OF SUFFICIENT QUANTITY AND LOCATED AS TO DEFINE A SPECIFIC GEOMETRY OF OPEN SPACE AND SHALL PROMOTE SECURITY BY ALLOWING VISIBILITY THROUGH ALL AREAS.

Plaza



AVAILABLE FOR PUBLIC GATHERINGS AND OUTDOOR MARKETS. A PLAZA SHALL BE SPATIALLY DEFINED BY BUILDING FRONTAGES. ITS LANDSCAPE SHALL CONSIST PRIMARILY OF PAVEMENT. PLAZAS SHOULD USE PERVIOUS PAVERS, WHERE FEASIBLE. TREES ARE OPTIONAL.

Playground



DESIGNED AND EQUIPPED FOR THE RECREATION OF CHILDREN. A PLAYGROUND SHOULD BE FENCED AND MAY INCLUDE AN OPEN SHELTER. PLAYGROUNDS SHALL BE INTERSPERSED WITHIN RESIDENTIAL AREAS AND MAY BE PLACED WITHIN A BLOCK. PLAYGROUNDS SHALL BE INCLUDED WITHIN PARKS, GREENS, AND SQUARES.

TABLE 2-3: APPROPRIATE ARRANGEMENTS FOR CIVIC OPEN SPACES				
CIVIC OPEN SPACE TYPE	TYPICAL SIZE	TRANSECT ZONE		
		T3	T4 T5	C
SQUARE	1,000 SF TO 2 ACRES		■	■
PLAZA	1,000 SF TO 4 ACRES		■	■
PLAYGROUND	1,000 SF TO 1 ACRE	■	■	■

Sec. 2.7.C. Civic Building Standards

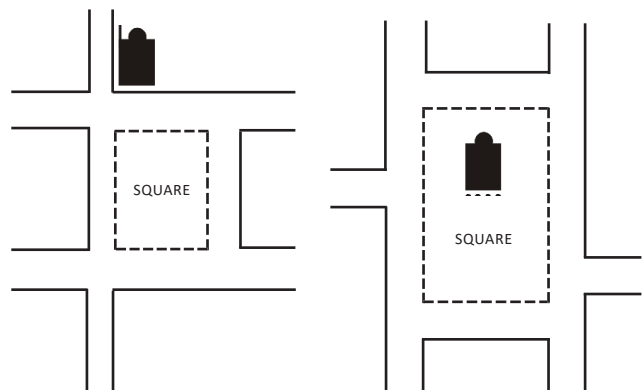
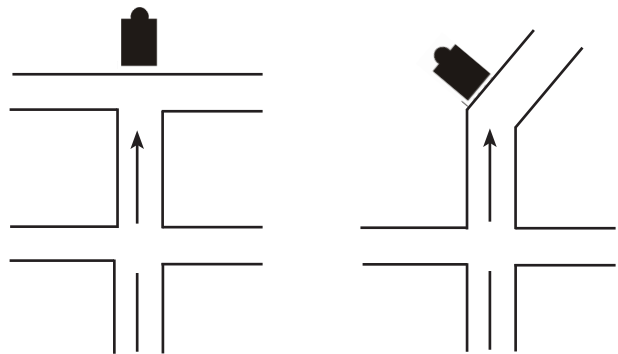
(a) General

1. Civic Buildings shall include, but are not limited to, municipal buildings, religious facilities, libraries, schools, daycare centers, recreation facilities, and places of assembly.
2. The design and construction of Civic Buildings shall reflect the importance of these buildings within the community and with their function as landmarks in mind.

(b) Building Placement

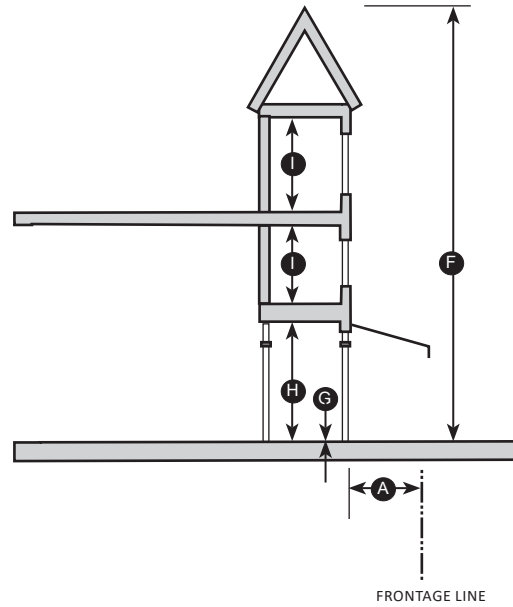
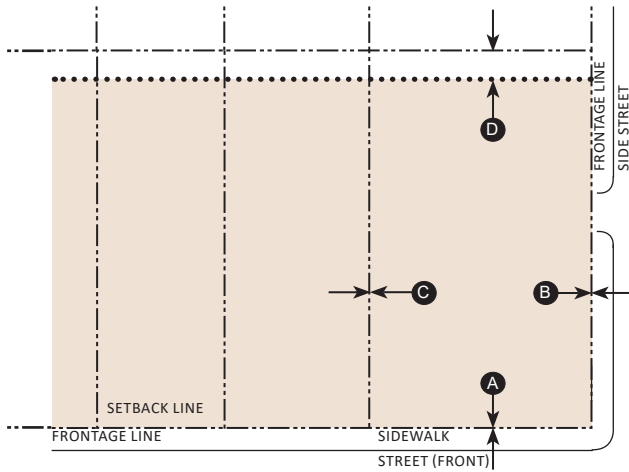
Civic Buildings shall be sited in locations of particular geometric importance, such as anchoring a major Civic Open Space or terminating a street vista. Flexibility in building placement allows Civic Buildings to be distinguished from surrounding residential and commercial buildings and to be a prominent landmark in the community.

3. The scale of Civic Buildings should typically be larger than surrounding buildings in order to be more prominent and visible across greater distances.
4. Floor-to-floor heights and architectural details should be proportionately larger than those of private buildings that exist or are anticipated within adjacent blocks.
5. Prominent roof forms and additive elements such as cupolas can visually extend the height of the building. See Sec. 4.5. General Building Standards for more information.



C

Sec. 2.7.D. Form



KEY

- FRONTAGE/PROPERTY LINE
- SETBACK LINE
- POTENTIAL BUILDING AREA

KEY

- FRONTAGE LINE
- BUILDING
- BUILD-TO-ZONE (BTZ)

A. BUILDING PLACEMENT

SETBACKS		
FRONT SETBACK	0' MIN.	A
SIDE STREET SETBACK	0' MIN.	B
INTERIOR SIDE PROPERTY LINE SETBACK	0' MIN.	C
REAR SETBACK	5' MIN.	D

FRONTAGE BUILDOUT

BUILDING FAÇADE ALONG:	
FRONT STREET FRONTAGE	40% MIN. 30% MIN.
SIDE STREET FRONTAGE	

B. LOT AND BLOCK STANDARDS

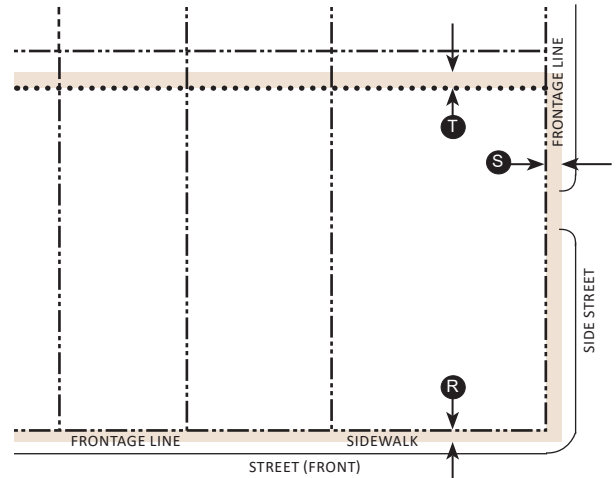
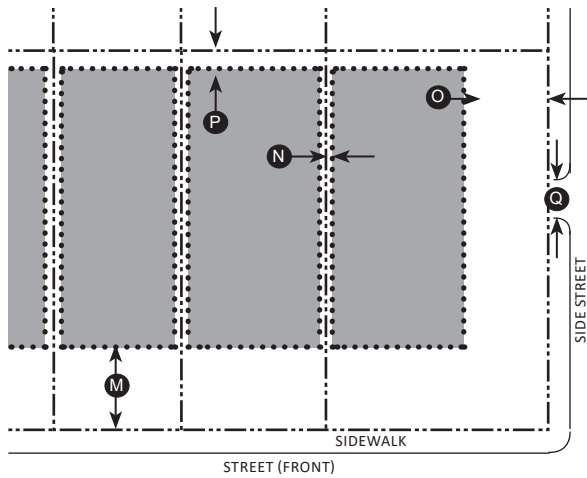
LOT WIDTH	N/A
LOT DEPTH	N/A
LOT COVERAGE	100% MAX.

C. BUILDING FORM

HEIGHT		
MAIN BUILDING	3 STORIES MAX.	F
GROUND FLOOR ELEV. ABOVE SIDEWALK	N/A	G
GROUND FLOOR CEILING HEIGHT	12' MIN. CLEAR	H
CEILING HEIGHT	9' MIN. CLEAR	I



Sec. 2.7.E. *Parking & Encroachments*



KEY

- FRONTAGE/PROPERTY LINE
- SETBACK LINE
- █ PARKING AREA

KEY

- FRONTAGE/PROPERTY LINE
- SETBACK LINE
- █ ENCROACHMENT AREA

D. PARKING

PARKING LOCATION (DISTANCE FROM PROPERTY LINE)

FRONT SETBACK	30' MIN.	(M)
SIDE SETBACK (MID-BLOCK)	5' MIN.	(N)
SIDE SETBACK (CORNER)	30' MIN.	(O)
REAR SETBACK	5' MIN.	(P)

DISTRICT SPECIFIC PARKING REQUIREMENTS

PARKING SHALL BE PROVIDED AS ESTABLISHED IN SECTION 5.2

PARKING SHALL BE LOCATED BEHIND THE FRONT FAÇADE OF BUILDINGS AND ACCESSED FROM ALLEYS OR SIDE STREETS WHENEVER POSSIBLE.

STREETSCREENS, GARDEN WALLS, FENCES, OR HEDGES ARE REQUIRED ALONG ALL UN-BUILT STREET RIGHT-OF-WAYS TO SHIELD VIEWS TO PARKING.

WHEN A CIVIC BUILDING IS LOCATED WITHIN A CIVIC SPACE COMPLETELY SURROUNDED BY STREETS, THEN PARKING SHALL BE ACCOMMODATED ON-STREET OR WITHIN MID-BLOCK LOCATIONS WITHIN 1/4 MILE OF THE CIVIC BUILDING'S FRONT DOOR.

PARKING CURB CUT WIDTH	20' MAX.	(Q)
------------------------	----------	-----

E. ALLOWED ENCROACHMENTS

BALCONIES, BAY WINDOWS, AWNINGS, AND OTHER FRONTAGE ELEMENTS

FRONT	12' MAX.	(R)
SIDE STREET	8' MAX.	(S)
REAR	4' MAX.	(T)

NOTE: FRONTAGE ELEMENTS SHALL ENCROACH FORWARD OF THE BUILDING TO-ZONE AND/OR INTO THE RIGHT-OF-WAY, BARRING ANY ADDITIONAL RESTRICTIONS BY THE PUBLIC ENTITY THAT HAS CONTROL OVER THE PUBLIC RIGHT-OF-WAY. A 6 FOOT MINIMUM SIDEWALK CLEAR ZONE MUST BE MAINTAINED.

F. MISCELLANEOUS

ALL BUILDINGS MUST HAVE A PRINCIPAL ENTRANCE ALONG THE FRONT FAÇADE.



DIVISION 3: STANDARDS FOR LOTS & BUILDINGS

Sec. 3.1 Purpose

Sec. 3.1.A. This Division establishes standards for lots and individual buildings within the Horizon City TOD. Topics including Accessory Units, Building Standards, Façades, Frontage Types, and Site Standards.

Sec. 3.2 Lot Standards

Sec. 3.2.A. Front and Backs

Buildings and lots have fronts, sides, and backs and how these relate to one another forms neighborhood character.

1. Front Façades, the main presentation faces of buildings or Lots containing the Principal Entrance, should face the Public Realm.
2. The backs of buildings and lots, which are the private or service side, should face mid-block areas and be screened from view. Backs of buildings or Lots shall not abut the Frontage Line.
3. Sides of buildings and Lots shall face either the Frontage Line or be concealed mid-block.
4. Thoroughfares, with the exception of Alleys, should be faced with the fronts or sides of buildings and lots.
5. Alleys and mid-block parking areas should be faced with the backs or sides of buildings and Lots.
6. The backs of buildings and Lots shall not be across from, or adjacent to, a Civic Open Space.
7. The backs of buildings and Lots shall not face Civic Building Frontages.

Sec. 3.2.B. The table below outlines the range of relationships between the fronts, sides, and backs of buildings and Lots.

Sec. 3.3 Accessory Dwelling Units

Sec. 3.3.A. One Principal Building and one Accessory Dwelling Unit may be built by right on each single-family Lot as permitted by Table 2-2.

FRONTS FACING FRONTS	IDEAL
FRONTS FACING SIDES	ACCEPTABLE
FRONTS FACING BACKS	PROHIBITED
SIDES FACING BACKS	ACCEPTABLE
BACKS FACING BACKS	IDEAL
SIDES FACING SIDES	IDEAL

TABLE 3-1: FACING SIDES

8. Accessory Dwelling Units are allowed an additional 10% of the lot coverage to calculate maximum square footage.
9. Each single-family Lot may accommodate one Accessory Dwelling Unit in the T3 Transect Zone.
10. Accessory Dwelling Units shall be limited to 2 Stories, including ground floor parking.
11. Accessory Dwelling Units are not computed towards overall density or unit calculations.

Sec. 3.4 General Building Standards

Buildings shall comply with the following:

Sec. 3.4.A. Heights

General building height information is provided below. Refer to the Transect Standards for setback and height information specific to each Transect Zone.

1. A Story is that part of a building contained between any finished floor and the floor or roof next above. Habitable attics (space within the roof structure) are permitted and are not considered Stories for the purpose of determining Building Height.
2. Stories shall not exceed 9 feet in height from finished floor to finished ceiling, except for a first floor commercial or residential function, which shall be a minimum of 12 feet and shall be a maximum of 14 feet. Mezzanines extending beyond 33% of the floor area shall be counted as an additional Story.
3. A story is measured as a half story if:
 - a. (See Figure 3-1) For sloped roofs having a pitch between 4:12 and 12:12, if dormers are present on no more than 50% of the building length along each building elevation. Where dormers exceed 50% of any building length, it is considered a full story, or;
 - b. For flat roofs having a pitch less than 2:12, the total finished area of the half story is no more than 50% of the total finished floor area of the story immediately below and the half story is setback a minimum of 5' from the building edge on edges that face a street lot line or a common lot line abutting a protected district.
4. Building Height shall be measured as the vertical distance between (1) the lowest permissible elevation above the existing grade which complies with finished floor elevation requirements as established by flood maps, the Health Department, or building code, along the front of a building and (2) either the highest point of the coping of a flat roof, the deck line of a mansard roof, or the mean

height level between eaves and ridge for gable, or hip roofs.

landmarks. They are commonly placed to terminate vistas.

1. Small Footprint Towers/Cupolas with a footprint



FIGURE 3-1: BUILDING STORY

5. Roof structures including chimneys, parapet walls not over four feet high, tanks and supports, elevator machinery or shafts, penthouses used solely to enclose stairways and air conditioning equipment, provided that such structures do not exceed 10% of the roof structure measured on a horizontal plane, are not used for human occupancy, and provided that the use of such structure does not exceed the district height requirements by more than 8 feet.

Sec. 3.4.B. Small Footprint Towers / Cupolas

These features, as well as steeples, spires and bellfries on Places of Worship, are designed to extend above the roofline. and are generally intended to be visual

smaller than 30 feet by 30 feet may extend above the established Transect Zone Building Height.

Sec. 3.4.C. Principal Entrances

The Principal Entrance of every Principal Building must be located along the Primary Façade and directly face a Street or Civic Open Space. Additional building entrances are permitted.

Sec. 3.4.D. Entry / Exit Doors

Public entry and exit doors which swing outward shall be recessed into the façade a minimum of three feet where the sidewalk abuts the building.

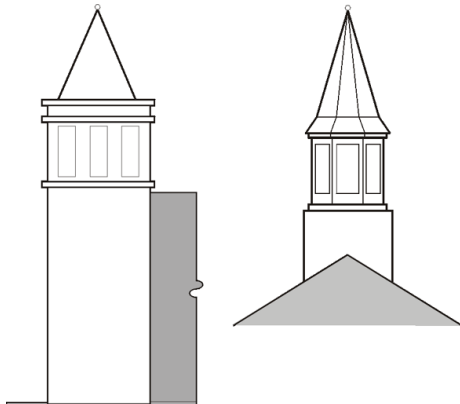


FIGURE 3-2: SMALL FOOTPRINT TOWER AND CUPOLA

Sec. 3.5 Façades

Sec. 3.5.A. Wide Façades

Building façades longer than 50 feet shall be varied with at least one change of architectural expression. These changes in expression may be a vertical element running from the ground plane to the roof, a change in fenestration, color, or texture, or a break in building façade plane or roof line. These changes may be subtle or significant, but should soften the visual effect of very wide buildings, especially those directly across the street from narrower buildings. Strive for an appearance of authenticity when subdividing a large façade into multiple

smaller façades resembling distinct buildings.

Sec. 3.5.B. Façade Transparency

All building Façades which face onto a Street or Civic Open Space shall meet the minimum transparency requirements outlined herein. The percentage of transparency per Story shall be calculated within the area between finished floor and finished ceiling and shall be a total percentage of doors and windows along that portion of the façade.

1. Buildings with Shopfront
 - (a) Minimum building façade transparency for ground Story: 70 percent and should allow a view of at least five 5 feet of interior space.
 - (b) Minimum building façade transparency for upper Stories: 30 percent.
2. Buildings without a Shopfront
 - (a) Minimum building façade transparency for ground Story: 30 percent.
 - (b) Minimum building façade transparency for upper Stories: 20 percent.

Sec. 3.5.C. Shopfronts

1. The top of all shopfront window sills shall be between 1 and 3 feet above the adjacent sidewalk.
2. Shopfront windows shall extend up from the sill at least 8 feet above the adjacent sidewalk.
3. Shopfronts shall have a Cornice or Expression Line between the first and second story.
4. Shopfront windows shall not be made opaque by



FIGURE 3-3 FAÇADE TRANSPARENCY REQUIREMENTS FOR BUILDINGS WITH SHOPFRONT.

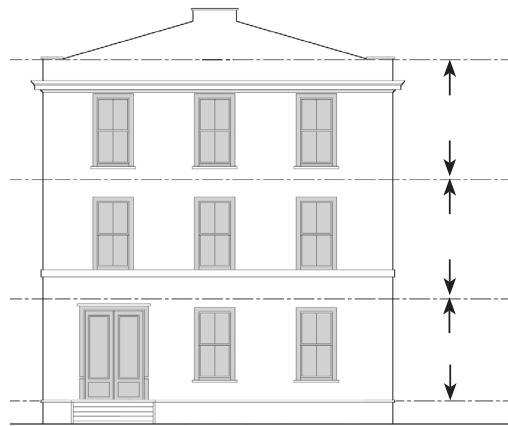


FIGURE 3-4: FAÇADE TRANSPARENCY REQUIREMENTS FOR BUILDINGS WITHOUT SHOPFRONT.

5. window treatments.
6. Shopfront windows shall use only ultra-clear high performance glass. Reflective, frosted, tinted, or textured glass is prohibited on shopfronts.
7. Doors or entrances for public access shall be provided at intervals no greater than 50 feet, unless otherwise approved. The intent is to maximize street activity, to provide pedestrians with frequent opportunities to enter buildings, and to minimize any expanses of inactive wall space.
8. Shopfront doors shall contain at least 60 percent transparent glass. Solid doors are prohibited.
9. The minimum depth of Habitable Space required behind each shopfront on the Primary Façade is provided in the Transect Zone Standards for each Transect Zone. This ensures that the area behind shopfronts is sufficient enough to be an actively used retail space.

Sec. 3.5.D. Encroachments

When structural or architectural elements, such as Balconies, Bay Windows, Awnings, etc., or Frontage Elements are to extend over or into public sidewalks or Right-of-Way, the property owner shall be required to enter into a right-of-way agreement establishing the property owner’s responsibility for repairing any damage that may result from public maintenance or improvements. Requirements and standards for Encroachments are provided in the Transect Zone Standards for each Transect Zone.

Sec. 3.6 Frontage Types

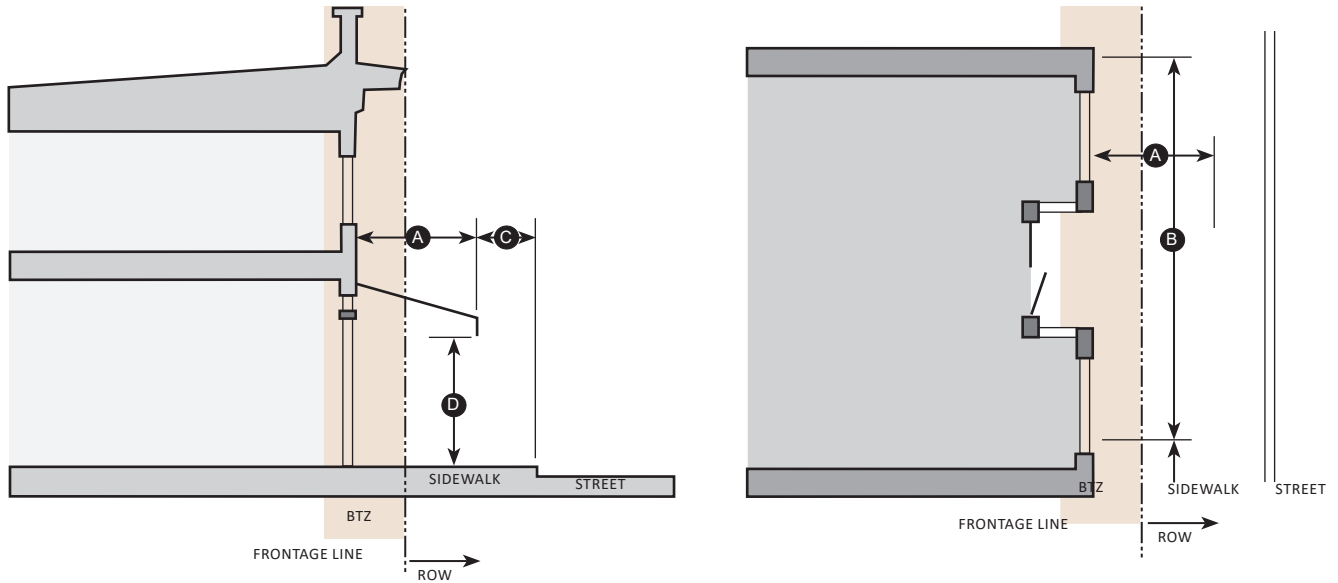
Sec. 3.6.A. Building frontages shall conform with the basic Frontage Types described in this section.

1. The illustrations and photographs provided are for illustrative purposes.



FIGURE 3-5: ANATOMY OF A SHOPFRONT.

1. Awning or Canopy



KEY

- FRONTAGE/PROPERTY LINE
- BTZ BUILD-TO-ZONE (BTZ)

A. DESCRIPTION

WHEN A BUILDING HAS A SHOPFRONT AND THE FRONT FAÇADE OF THE BUILDING IS AT OR NEAR THE FRONTAGE LINE IT SHALL INCLUDE A CANOPY OR AWNING ELEMENT THAT OVERLAPS THE SIDEWALK ALONG THE MAJORITY OF THE FRONTAGE. THE CANOPY IS A STRUCTURAL CANTILEVERED SHED ROOF AND THE AWNING IS CANVAS OR SIMILAR MATERIAL AND IS OFTEN RETRACTABLE.

B. SIZE

DEPTH	4' MIN.	(A)
WIDTH, CUMULATIVE	70% OF FAÇADE WIDTH MIN.	(B)
SETBACK FROM CURB	2' MIN.	(C)
HEIGHT, CLEAR	8' MIN.	(D)

C. MISCELLANEOUS

DOORS SHALL BE RECESSED AS LONG AS FRONT FAÇADE IS AT BTZ.

OPEN ENDED AWNINGS ARE ENCOURAGED.

ROUNDED AND HOOPED AWNINGS ARE DISCOURAGED.

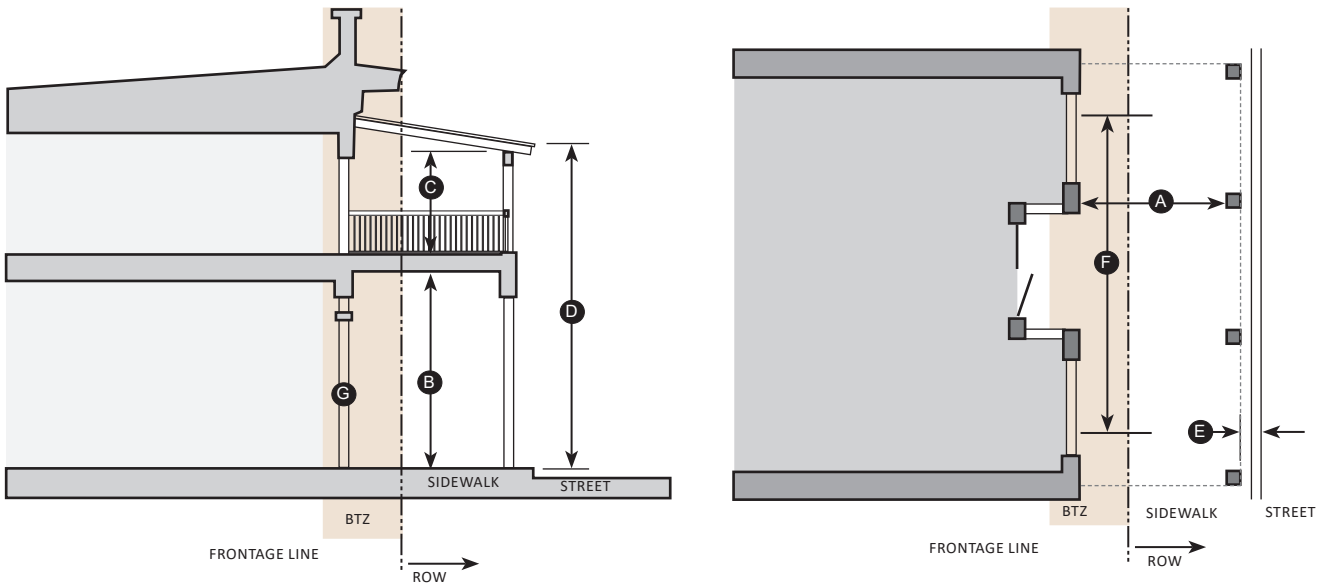


A SHOPFRONT WITH A RECESSED DOORWAY



A SHOPFRONT WITH A CHAMFERED CORNER ENTRY.

2. Gallery



- KEY
- FRONTAGE/PROPERTY LINE
 - BTZ BUILD-TO-ZONE (BTZ)

A. DESCRIPTION

THE FRONT FAÇADE OF THE BUILDING IS AT THE BUILD-TO-ZONE AND THE GALLERY ELEMENT OVERLAPS THE SIDEWALK, ELIMINATING THE NEED FOR AN AWNING OR CANOPY. THIS FRONTAGE TYPE IS INTENDED FOR BUILDINGS WITH GROUND-FLOOR COMMERCIAL OR RETAIL USES AND SHALL BE ONE OR TWO STORIES IN HEIGHT.

B. SIZE

DEPTH, CLEAR	8' MIN.	(A)
GROUND FLOOR HEIGHT, CLEAR	11' MIN.	(B)
UPPER FLOOR HEIGHT, CLEAR	9' MIN.	(C)
HEIGHT	2 STORIES MAX.	(D)
SETBACK FROM CURB	2' MIN.	(E)
WIDTH	75% OF FAÇADE WIDTH MIN.	(F)

C. MISCELLANEOUS

GALLERIES MUST ALSO FOLLOW ALL THE RULES OF THE SHOPFRONT FRONTAGE TYPE. (G)



A GALLERY WITH SLENDER METAL COLUMNS.

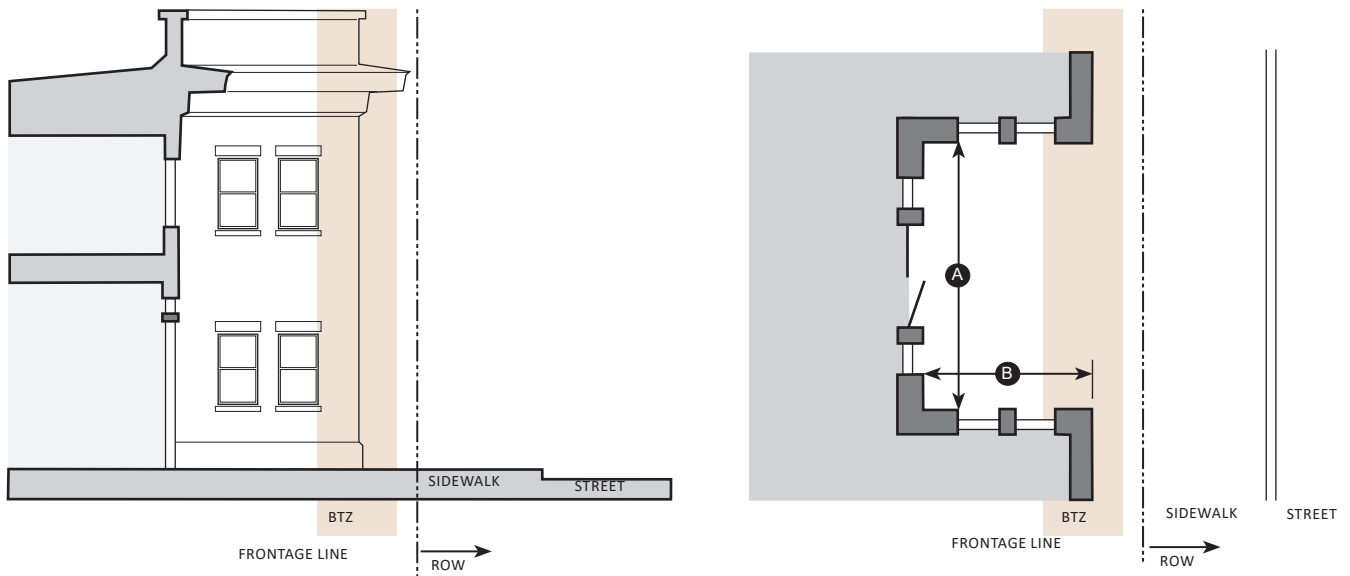


A WOOD FRAMED GALLERY.



A MASONRY GALLERY WITH HABITABLE SPACE ON THE SECOND FLOOR.

3. Forecourt



KEY

- FRONTAGE/PROPERTY LINE
- BTZ BUILD-TO-ZONE (BTZ)

A. DESCRIPTION

THE PRIMARY PORTION OF THE BUILDING'S FRONT FAÇADE IS AT THE BUILD-TO-ZONE WHILE A SMALL PERCENTAGE IS SET BACK, CREATING A COURTYARD SPACE. THIS SPACE CAN BE USED AS AN APARTMENT OR OFFICE ENTRY COURT, GARDEN SPACE, OR FOR OUTDOOR SEATING OR DINING.

B. SIZE

WIDTH, CLEAR	12' MIN.	A
DEPTH, CLEAR	12' MIN.	B

C. MISCELLANEOUS

FORECOURTS ARE ESPECIALLY USEFUL ALONG LARGER, MORE AUTO-DOMINANT THOROUGHFARES IN ORDER TO PROVIDE WELL-SHAPED, INTIMATELY SIZED PUBLIC OUTDOOR SPACES.

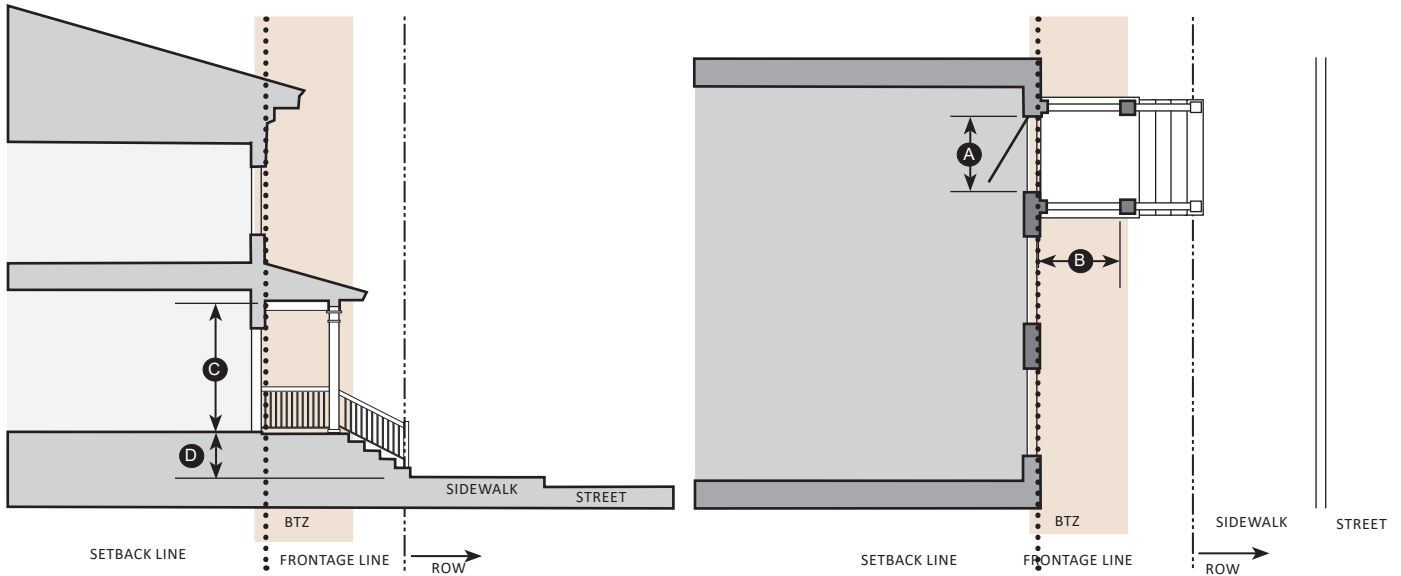


AN ELEVATED FORECOURT.



AN ELEVATED FORECOURT FORMING A DINING TERRACE.

4. Stoop



KEY
 --- FRONTAGE/PROPERTY LINE SETBACK LINE
 BUILD-TO-ZONE (BTZ)

A. DESCRIPTION

THE FRONT FAÇADE OF THE BUILDING IS AT THE BUILD-TO-ZONE OR SETBACK LINE AND THE ELEVATED STOOP PROJECTS FORWARD. THE STOOP IS USED TO ACCESS A FIRST FLOOR THAT IS ELEVATED ABOVE THE SIDEWALK TO ENSURE PRIVACY WITHIN THE BUILDING. STAIRS FROM THE STOOP SHALL DESCEND FORWARD OR TO THE SIDE. STOOPS SHALL EXTEND FORWARD OF THE BUILD-TO-ZONE OR SETBACK LINE AND, IF PERMITTED BY THE TRANSECT ZONE STANDARDS, INTO THE RIGHT-OF-WAY; A 6' MINIMUM CLEAR ZONE FOR PEDESTRIANS SHALL BE MAINTAINED ON THE SIDEWALK.

B. SIZE

WIDTH, CLEAR	5' MIN., 8' MAX.	A
DEPTH, CLEAR	5' MIN., 8' MAX.	B
HEIGHT, CLEAR	8' MIN.	C
HEIGHT	1 STORY MAX.	
FINISH LEVEL ABOVE SIDEWALK	24" MIN.	D

C. MISCELLANEOUS

STAIRS SHALL BE PERPENDICULAR OR PARALLEL TO THE BUILDING FAÇADE.

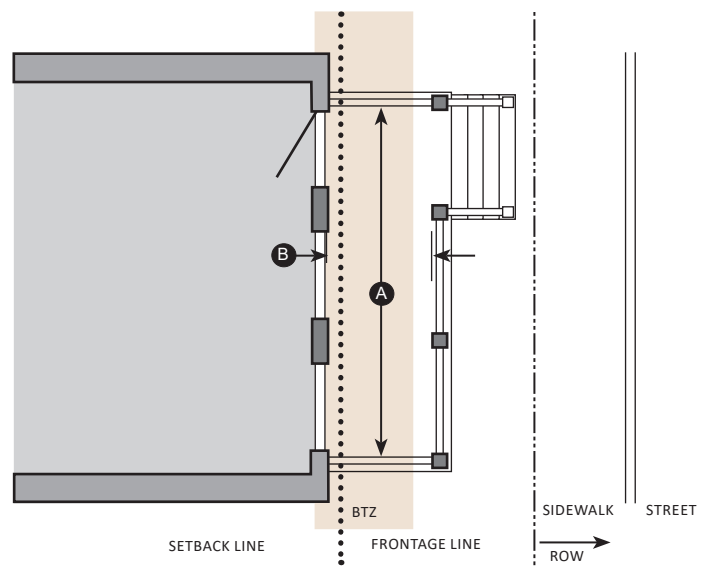
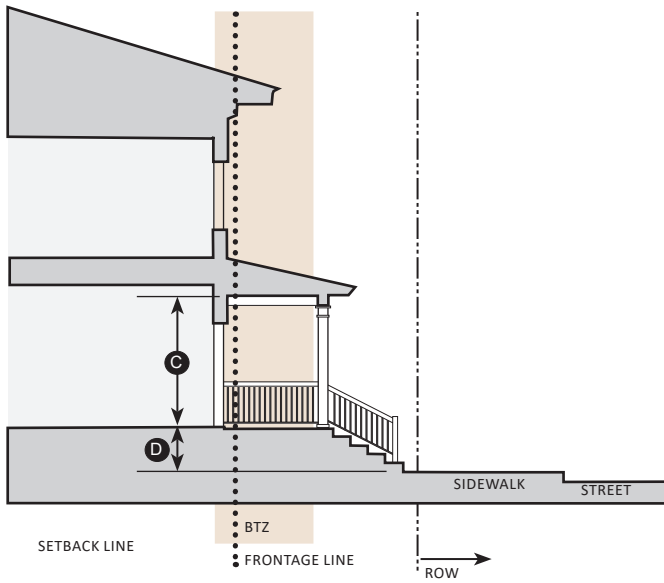


UNROOFED STOOPS



COVERED STOOPS

5. Porch



KEY

- FRONTAGE/PROPERTY LINE SETBACK LINE
- BUILD-TO-ZONE (BTZ)

A. DESCRIPTION

THE FRONT FAÇADE OF THE BUILDING IS AT THE BUILD-TO-ZONE OR SETBACK LINE AND THE PORCH PROJECTS FORWARD. THE PORCH IS USED TO ACCESS A FIRST FLOOR THAT IS ELEVATED ABOVE THE SIDEWALK TO ENSURE PRIVACY WITHIN THE BUILDING. A PORCH IS LARGE ENOUGH TO FUNCTION AS AN OUTDOOR LIVING SPACE. STAIRS FROM THE PORCH SHALL DESCEND FORWARD OR TO THE SIDE. PORCHES SHALL EXTEND FORWARD OF THE BUILD-TO-ZONE OR SETBACK LINE. STAIRS FROM THE PORCH SHALL EXTEND INTO THE RIGHT-OF-WAY IF PERMITTED BY THE TRANSECT ZONE STANDARDS; A 6' MINIMUM CLEAR ZONE FOR PEDESTRIANS SHALL BE MAINTAINED ON THE SIDEWALK.

B. SIZE

WIDTH, CLEAR	10' MIN.	(A)
DEPTH, CLEAR	8' MIN.	(B)
HEIGHT, CLEAR	8' MIN.	(C)
HEIGHT	2 STORIES MAX.	
FINISH LEVEL ABOVE SIDEWALK	24" MIN.	(D)

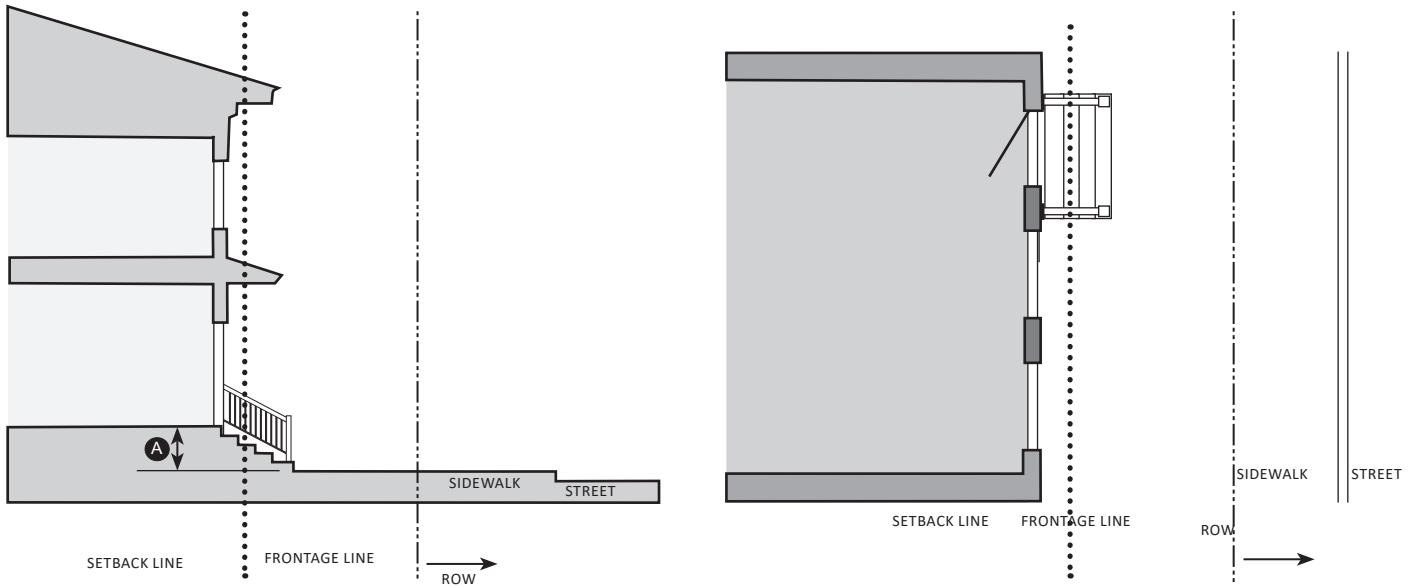


A 2-STORY PORCH ON AN APARTMENT BUILDING.



A WRAPAROUND PORCH LOCATED CLOSE TO THE SIDEWALK.

6. Common Yard



- KEY**
- FRONTAGE/PROPERTY LINE
 - SETBACK LINE

A. DESCRIPTION

THE FRONT FAÇADE IS SET BACK SUBSTANTIALLY FROM THE FRONTAGE LINE WITH A PLANTED FRONTAGE. THE FRONT YARD CREATED REMAINS UNFENCED AND IS VISUALLY CONTINUOUS WITH ADJACENT YARDS, SUPPORTING A COMMON LANDSCAPE.

B. SIZE

FINISH LEVEL ABOVE SIDEWALK 24" MIN. **A**



PATHWAYS ACROSS THE COMMON YARDS CONNECT THE PRIMARY ENTRANCES TO THE SIDEWALK.



THE CONTIGUOUS OPEN SPACES PROVIDED BY THE COMMON YARD FRONTAGE CREATE A MORE PASTORAL SETTING.

Sec. 3.7 Site Standards

Sec. 3.7.A. *Service Areas & Loading Docks*

Trash and recycling dumpsters or similar collection areas shall be located in the rear or to the side of buildings and screened from view from adjacent public Right-of-Ways, properties, and pedestrian walkways (not including Alleys).

Sec. 3.7.B. *Mechanical Equipment*

For the purposes of these standards, mechanical equipment includes any heating, ventilation, and air conditioning (HVAC) or electrical machinery as well as air compressors, hoods, mechanical pumps, exterior water heaters, water softeners, utility and telephone company transformers, meters or boxes, garbage cans, storage tanks, generators, ~~electric vehicle (EV) chargers,~~ geothermal wells, and similar elements.

1. If mechanical equipment is located at-grade, and is visible from an adjacent street or sidewalk, it shall be screened by a fence or Streetscreen.
2. All mechanical equipment or penthouse screening placed on a roof shall be set back from the roof line by a distance at least equivalent to the height of the screening in order to minimize visibility from surrounding streets.

Sec. 3.7.C. *Privacy Fences*

A maximum of 6' in height is allowed in residential properties along the sides and rear yard property lines. Fences shall not be placed in the front yard or closer to the street than the façade line.

DIVISION 4: THOROUGHFARE STANDARDS

Purpose

The purpose of the Thoroughfare Standards is to provide regulations in creating an interconnected network of streets that can accommodate all modes of travel, including vehicular, pedestrian, and bicycle. The function of streets within the Horizon City TOD is to handle multimodal forms of traffic by providing a memorable experience by persons using the street network. The streets will work together with the trails network to provide multiple options for moving throughout the neighborhood and around Horizon City. The function of each street will guide the design in concert with its context. The context is determined by the character of its Transect Zone.

Typical street sections illustrating the key characteristics of each proposed new or improved street are provided in Sec. 4.11. The conditions illustrated in the typical street sections may be interrupted for intersections, bump-outs, central greens, or other traffic calming devices depending on the context details of the final neighborhood design.

Street Hierarchy

On each parcel that has multiple street frontages (e.g., corner lots), the street hierarchy will determine the highest priority (Primary) street frontage, where the Front Build-to-Zone or Setback shall apply. Along the lower priority frontages, the Side (Secondary) Build-to -Zones or Setbacks shall apply. If both street frontages have the same priority, the Front Build-to-Zone or Setback shall apply along both corridors. The designated street hierarchy is as follows:

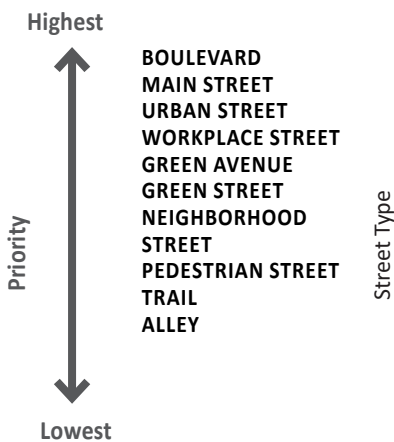


FIGURE 4-1: STREET HIERARCHY

General Standards

The precise location and alignment of new streets may be adjusted to allow flexibility in the design of the site plan;

however, the intended purpose and network connectivity of each new street shall not be compromised. Proposed improvements to existing streets shall be permitted through The Town of Horizon City.

Sec. 4.0.A. Street Design

The design of new streets and modifications to existing streets shall adhere to the following requirements:

1. Some dimensional flexibility is permitted for street types to account for varying Right-of-Way widths, however, they shall be designed to have all the basic functional characteristics including roadway width, on-street parking/Curbside Flex Zones, sidewalks, trails, street trees, and landscaped areas shown for their type, and be appropriately sized for the Transect Zones in which they are located.
2. New street types (with new sections) shall be permitted with approval by the City.
3. Each Neighborhood shall demonstrate appropriate provision for street connectivity and integration with adjoining neighborhoods. Connections to future development is required. When a Site Plan, consisting of one or more neighborhoods, is submitted for approval, the street network contained in those neighborhoods should connect to stub-outs of adjacent neighborhoods or other rights-of-way that form the edge of the neighborhood(s).
4. All non-pedestrian only Streets shall accommodate two-way traffic with the exception of streets adjacent to squares and plazas and Alleys, which may have 1 travel lane with one-way traffic.
5. All Streets shall connect to other Streets, no dead ends or cul-de-sacs shall be permitted.
6. Curbside Flex Zones replace the traditional on-street parking lanes with zones for a variety of uses, depending on the adjacent Transect Zone, on the following Street Types: Urban Streets, Workplace Streets, and Main Street. The zones can vary along the length of the curb and/or throughout the time of day or year. Flex zones may include: parking, transit stops, rideshare passenger pick-up/drop-off, delivery, vendors, and shared-mobility stations.
7. Where possible, there should be parking lanes/ Curbside Flex Zones on one or both sides of a Street, depending on need.
8. On-street parking lanes/ Curbside Flex Zones shall not be closer than 25 feet to intersections measured from the curb line.
9. All sidewalks and paths shall be unobstructed by

utility poles, fire hydrants, benches, street signs, or any other temporary or permanent structures.

10. Paving specifications shall adhere to the Town of Horizon City's requirements.

Sec. 4.0.B. Curb Radius

Several walkability benefits can be gained by decreasing the radius of curbs at intersections. These benefits include the following: decreased crossing distances for pedestrians, greater visibility of pedestrians by motorists, and traffic calming, enhancing safety for pedestrians. Corner curb radius designs fall into two distinct categories: corners with and without on-street parking.

1. Corners with on-street parking shall have curb radii of 15 feet maximum. The effective turning radius is larger than the curb radius when parking is present. Thus, the effective turning radius can be 30 plus feet when the curb radius is 15 feet.
2. Corners without on-street parking require the curb radii to be similar to the turning radii, with the curb radius between 20 feet and 30 feet maximum.
3. Curb radii may be smaller, 9 feet to 15 feet, for Alleys.

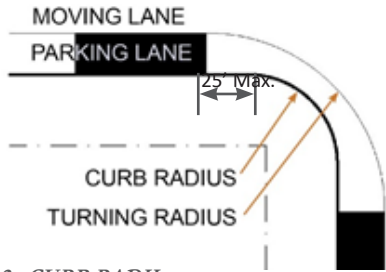



FIGURE 4-2: CURB RADII

Sec. 4.0.C. Intersection Design / Size

While intersection design shall accommodate larger vehicles, the safety of pedestrians and bicyclists shall be the highest priority.

1. The majority of intersecting streets shall meet at approximately a 90-degree angle. Angles of intersection less than 60 degrees should be avoided.
2. Offset intersections in close proximity to one another (220' for Urban Street Types, 150' for other Street Types) are prohibited.
3. The use of auxiliary turn lanes at intersections for traffic movement shall be carefully weighed against the impact to pedestrian and cyclist movement at the intersection, and the use of such lanes shall not be determined by traffic analysis alone. The final decision on whether an auxiliary turn lane is required shall be made by the City Engineer with agreement from the 

4. Pedestrian and bike crossing infrastructure shall be provided across all intersection approaches, including high visibility crosswalks, sidewalk ramps, and detectable warnings.
5. To the extent possible, pedestrian exposure to vehicles and crossing distances shall be reduced through the use of refuge islands, bump outs, and pedestrian signals.

 **4.0.D. Alleys**

~~A continuous network of Alleys is desirable to serve as the primary means of vehicular ingress to individual lots. Such networks are mandatory in the T5 and T4 Transect Zones.~~

1. ~~Alley entrances should align so as to provide ease of ingress for service vehicles.~~
2. ~~Alley entrances shall not face Civic Open Spaces or Civic Buildings.~~
3. ~~Alleys should meet streets with a mountable gutter pan, allowing the sidewalk to continue uninterrupted across the Alley pavement. The use of curb cuts, ramps, and marked crosswalks should be avoided for Alleys.~~

Street Lighting

Sec. 4.0.E. General Street Lighting Standards

1. All street lighting shall comply with the standards established in Sec. 5.4 Lighting Standards.
2. A combination of pedestrian-scaled street light fixtures and intersection street light fixtures may be required to ensure a well-lit street and to establish a unifying element along the street. Pedestrian-scaled fixtures shall be used on all streets, except Alleys. Intersection-scaled lighting may be used in addition to pedestrian-scaled lights where necessary.
3. Street lights shall be aligned with street tree placement (generally between 2.5 feet and 4 feet from the back of the curb). Placement of fixtures shall be coordinated with the organization of sidewalks, landscaping, street trees, building entries, curb cuts, signage, etc.
4. The height of light fixtures shall be kept low (generally not taller than 15 feet) to promote a pedestrian scale to the Public Realm and to minimize light spill to adjoining properties. Light fixtures shall be closely spaced (generally not more than fifty (50) feet on center) in T4 and T5 Zones and eighty (80) feet in the T3 Zone to provide appropriate levels of illumination.
5. Light poles may include armature that allows for the hanging of banners or other amenities (e.g., hanging flower baskets, artwork, etc.).

6. All street lighting fixtures shall be full cutoff.

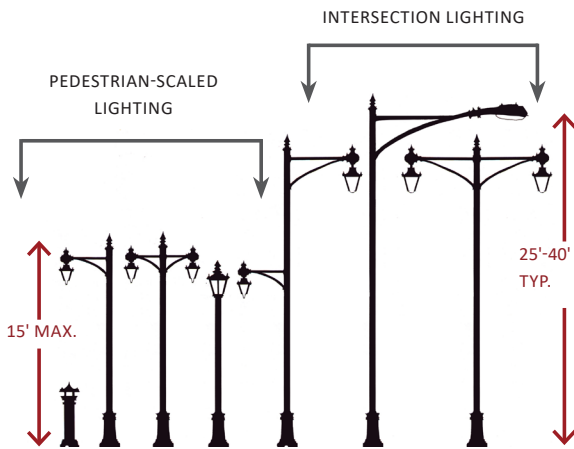


FIGURE 4-3: STREET LIGHTING

Sec. 4.0.F. Lighting Types And Configurations

1. The configuration of street lighting fixtures shall be appropriately chosen for the Transect Zone within which they are located as outlined in the table below. Flexibility shall be permitted to vary from strict compliance with this table to achieve logical uniformity of fixtures within a given thoroughfare segment or Public Realm.
2. The City shall set a lighting pole and fixture standard for use throughout the Horizon City TOD prior to the approval of the first Site Plan for aesthetic conformity and maintenance inventory.

Street Trees

1. All street trees shall comply with the General Landscape Standards in Division 6.
2. Street trees shall consist of shade trees with a minimum 3-inch caliper at time of planting. Other accent plants and trees are permitted in addition to the required street trees.
3. Street trees shall be provided in a manner and at a spacing as defined by the Street Type standards.
4. Street trees shall be planted in vegetated Planting Strips or Tree Wells with grates according to Street Types.
5. Properly designed tree box filters to accept stormwater runoff are necessary for stormwater quantity and quality mitigation, and shall count towards the street tree requirement as long as adequate maintenance access is provided and the street tree planted meets the requirements of this standard. See the National Association of Transportation Officials (NACTO) *Urban Street Stormwater Guide* and the *Light Imprint Handbook* for more information.

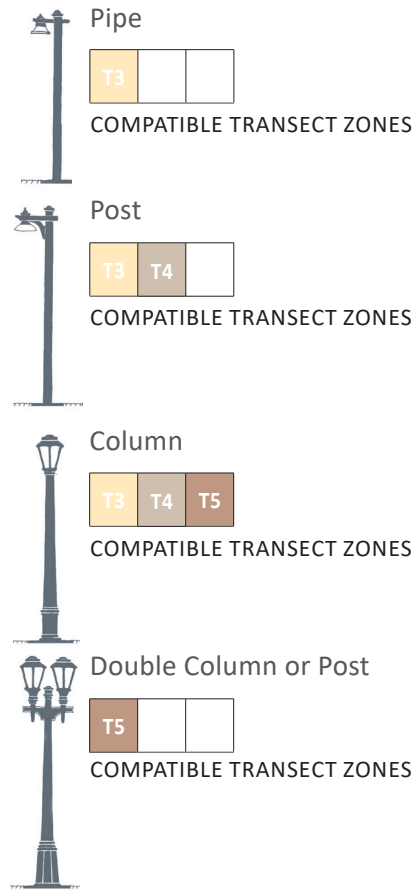


FIGURE 4-4: STREET LIGHTING

Transit Shelters

Transit shelters should be of the same style, materials, and color as the typical other transit shelter used throughout Horizon City. Shelters should be scaled appropriately for the level of ridership anticipated at a particular stop.

Sidewalks and Pavement

A continuous system of sidewalks should be provided along both sides of all streets within Horizon City. All sidewalks should be separated from the travel way of the street by a planting zone of 5'-0" to 8'-0" in width, with trees planted at intervals of 30 to 40 feet. Sidewalk dimensions and configurations on Horizon City's hierarchical roadway system are illustrated in the Street Plan section. The use of light-colored concrete is required on streets to help mitigate heat island effect.

Site Furniture

Site furnishings have the potential to impact and enhance user experience and comfort. Developers should provide furnishings complementary to site design in convenient and appropriate locations as approved by the City. Seating, trash receptacles, transit shelters, and other furnishings are significant elements that contribute to the character and amenity of the public environment, including the streets

and parks within the Horizon City community. There may be opportunities for site furnishings to be considered as public art installations. Benches, trash and recycling receptacles will be incorporated along sidewalks and at transit stops for greater pedestrian comfort and convenience. Site Furnishings should be coordinated with and approved by the City.

Thoroughfare Construction Standards

Construction shall adhere to the Town of Horizon City's standard details for road & site construction and public facilities.

Street Network

Sec. 4.0.G. *Protected Bike Lanes and Shared Use Paths*

A network of protected bike lanes and shared use paths shall be incorporated in development along designated bike network, if present, in the City's bike master plan.

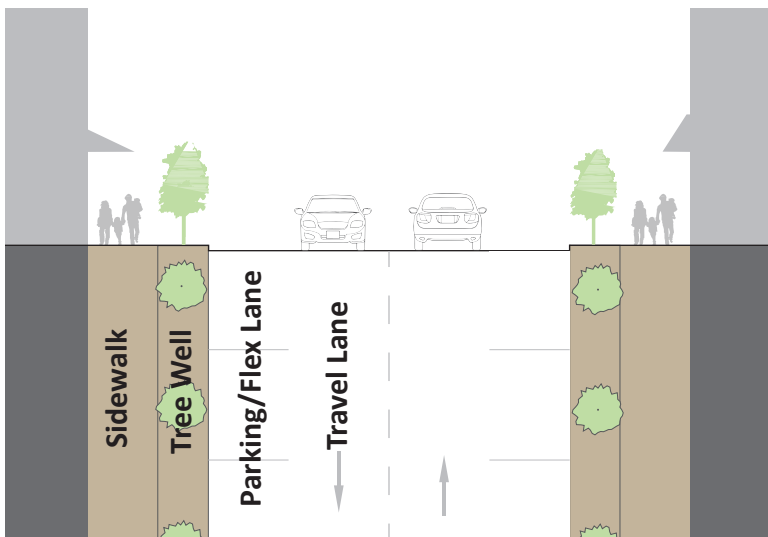


Street Types

Sec. 4.0.H. Urban Street Sections

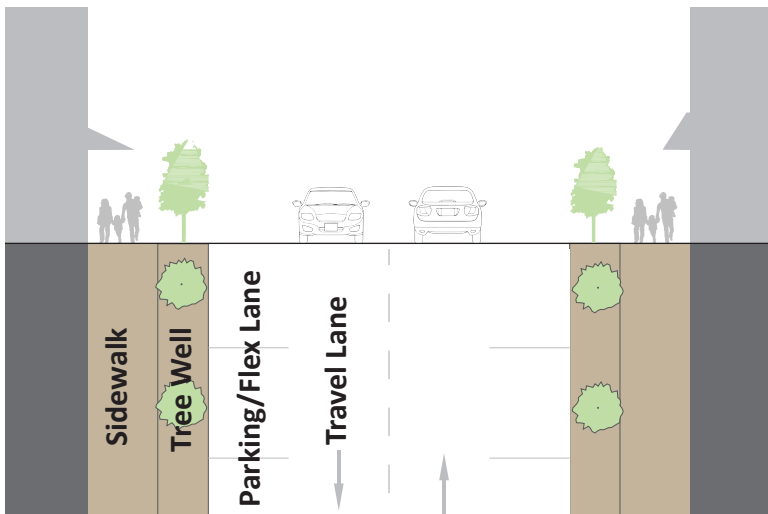
Urban street types are intended for T4 and T5 zones to allow more on-street parking for commercial and offices. The Main Street types are for areas with more ground floor retail and restaurants requiring wider sidewalks.

1. Main Street - Dilley & Delake



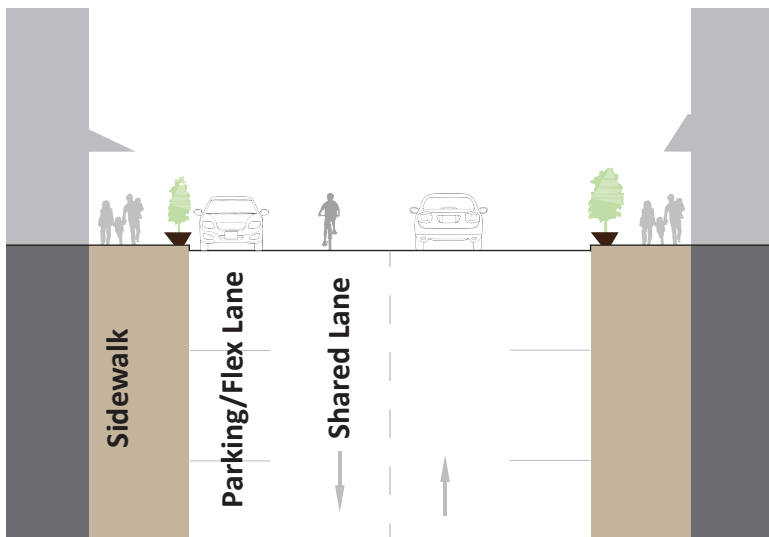
TYPE	MAIN STREET
TRANSECT	T5, T4
TRAVEL LANES	TWO LANES - 10 FEET WIDE
PARKING LANES/ CURBSIDE FLEX ZONE	TWO SIDES @ 8 FEET MARKED
BIKE FACILITY	NONE
R.O.W. WIDTH	60 FEET
PAVEMENT WIDTH	36 FEET
VEHICULAR DESIGN SPEED	20 MPH
SIDEWALK WIDTH	12 FEET
ROAD EDGE TREATMENT	CURB
PLANTER WIDTH	5 FOOT X 5 FOOT TREE WELLS
PLANTING	SHADE TREES @ 30' O.C. AVG

2. Curbless Main Street - Dilley and Delake



TYPE	CURBLESS MAIN STREET
TRANSECT	T5, T4
TRAVEL LANES	TWO LANES - 10 FEET WIDE
PARKING LANES/ CURBSIDE FLEX ZONE	TWO SIDES @ 8 FEET MARKED
BIKE FACILITY	NONE
R.O.W. WIDTH	60 FEET
PAVEMENT WIDTH	36 FEET
VEHICULAR DESIGN SPEED	20 MPH
SIDEWALK WIDTH	12 FEET
ROAD EDGE TREATMENT	CURBLESS
PLANTER WIDTH	5 FOOT X 5 FOOT TREE WELLS
PLANTING	SHADE TREES @ 30' O.C. AVG

3. Urban Street



The Urban Street designation applies to streets:

- Benton,
- Fallon,
- Emmigrant, and
- Rossman

TYPE	URBAN STREET
TRANSECT	T5, T4
TRAVEL LANES	TWO LANES - 11 FEET WIDE
PARKING LANES/ CURBSIDE FLEX ZONE	TWO SIDES @ 8 FEET MARKED
BIKE FACILITY	SHARROW
R.O.W. WIDTH	60 FEET
PAVEMENT WIDTH	38 FEET
VEHICULAR DESIGN SPEED	20 MPH
SIDEWALK WIDTH	11 FEET
ROAD EDGE TREATMENT	CURB
PLANTERS	PLANTERS OR TREE WELL OF 5' X 5'
PLANTING	SHADE TREES @ 30' O.C. AVG

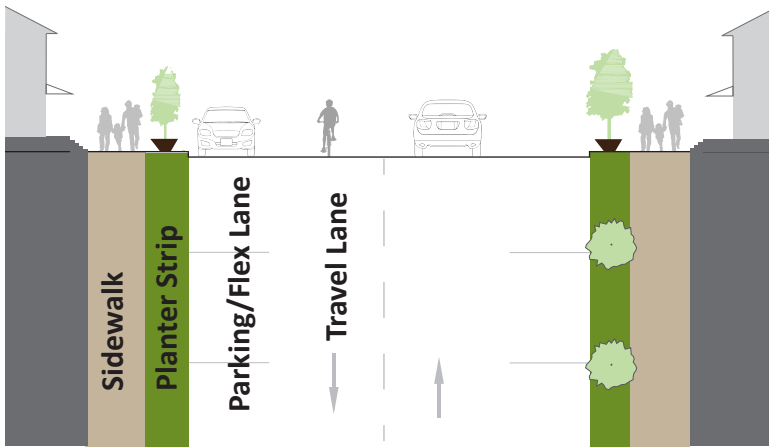
Sec. 4.0.I. Neighborhood Street Sections

Neighborhood street types are narrower to slow auto traffic in T3 and T4 zones which need less on-street parking. A variety of narrow streets can be applied to allow for different levels of enclosure from building walls and tree canopies, providing more shade and a more pleasant walk.

The Neighborhood Street designation applies to streets:

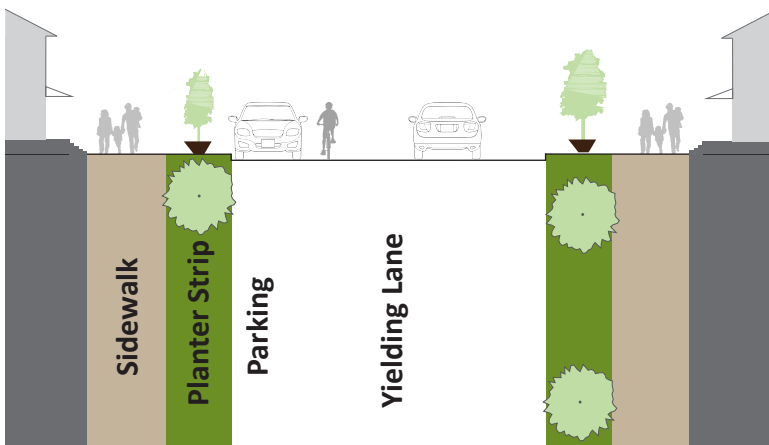
- Cross River,
- Kingston,
- Etheridge,
- Fernhill,
- Highweed,
- Oroville, and
- Gearhart

1. General Street



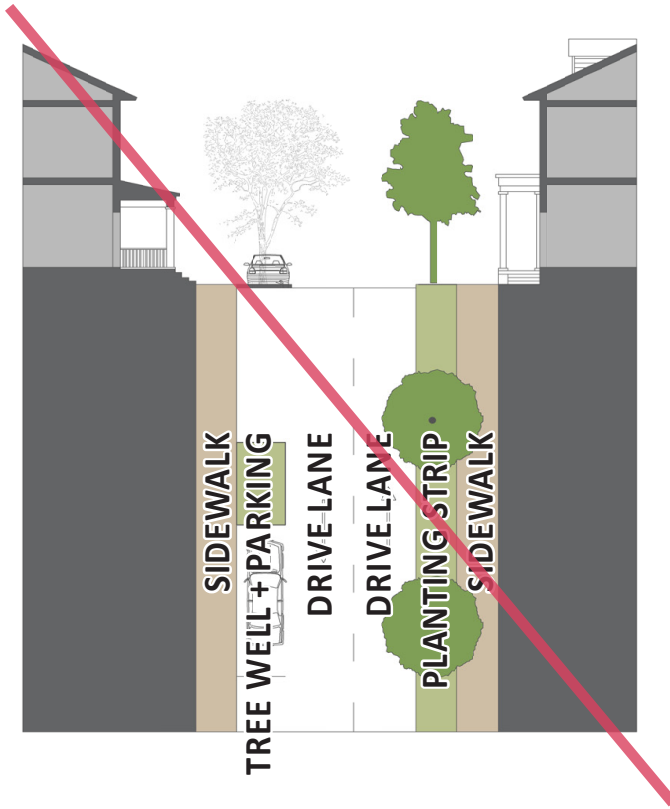
TYPE	GENERAL STREET
TRANSECT	T4, T3
TRAVEL LANES	TWO LANES - 10 FEET WIDE
PARKING LANES	TWO SIDES @ 8 FEET
BIKE FACILITY	IN THE DRIVE LANE
R.O.W. WIDTH	60 FEET
PAVEMENT WIDTH	36 FEET
VEHICULAR DESIGN SPEED	20 MPH
SIDEWALK WIDTH	7 FEET
ROAD EDGE TREATMENT	CURB OR SWALE
PLANTER WIDTH	5 FOOT PLANTER STRIPS
PLANTING	SHADE TREES @ 30' O.C. AVG

2. Yield Street



TYPE	YIELD STREET
TRANSECT	T4, T3
TRAVEL LANES	SHARED 24 FEET PAVED - TWO-WAY TRAFFIC
PARKING LANES	ONE SIDE UNMARKED
BIKE FACILITY	SHARED LANE
R.O.W. WIDTH	46 FEET MINIMUM
PAVEMENT WIDTH	24 FEET
VEHICULAR DESIGN SPEED	20 MPH
SIDEWALK WIDTH	6 FEET
ROAD EDGE TREATMENT	CURB OR SWALE
PLANTER WIDTH	5 FOOT PLANTER STRIPS
PLANTING	SHADE TREES @ 30' O.C. AVG

3. ~~Narrow Street~~



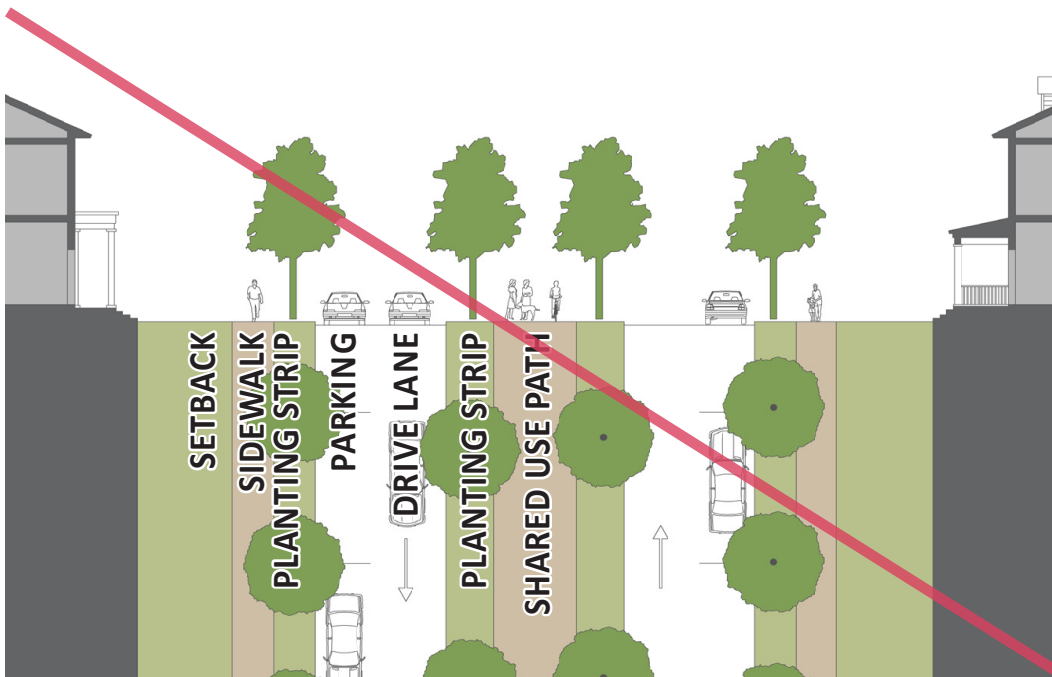
TYPE	NARROW STREET
TRANSECT	T4, T3
TRAVEL LANES	TWO LANES - 9 FEET WIDE
PARKING LANES	ONE SIDE @ 8 FEET
BIKE FACILITY	IN THE DRIVE LANE
R.O.W. WIDTH	42 FEET MINIMUM
PAVEMENT WIDTH	26 FEET
VEHICULAR DESIGN SPEED	20 MPH
SIDEWALK WIDTH	6 FEET
ROAD EDGE TREATMENT	CURB OR SWALE
PLANTER WIDTH	5 FOOT PLANTER STRIPS ONE SIDE TREE WELL IN PARKING LANE ONE SIDE
PLANTING	SHADE TREES @ 30' O.C. AVG

Sec. 4.0.J. Green Street Sections

The Green Avenue streets provide premium bike facilities and are the main facilities to create the primary bike network throughout the Horizon City community.

1. Central Green Avenue

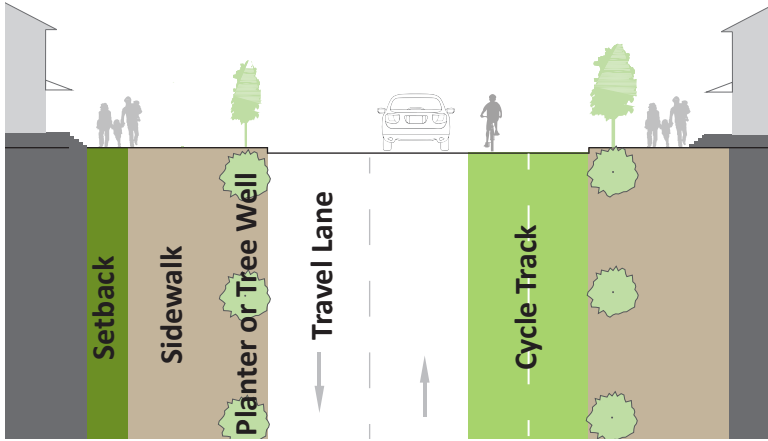
The Green Avenue ~~street~~ ^{street} type acts as a major people-mover with separate ~~shared-use path~~ ^{shared-use path} in the center of the street for pedestrians and cyclists.



TYPE	GREEN AVENUE
TRANSECT	T4, T3
TRAVEL LANES	TWO LANES -- 12 FEET WIDE
PARKING LANES	EACH SIDE @ 8 FEET
BIKE FACILITY	CENTRAL SHARED USE PATH -- 10-12 FEET
R.O.W. WIDTH	80 FEET MINIMUM
PAVEMENT WIDTH	20 FEET & 20 FEET
VEHICULAR DESIGN SPEED	25 MPH
SIDEWALK WIDTH	6 FEET
ROAD EDGE TREATMENT	CURB OR SWALE
PLANTER WIDTH	6 FOOT PLANTER STRIPS CENTRAL MEDIAN
PLANTING	SHADE TREES @ 30' O.C. AVG

2. Bikeway in Urban Environment

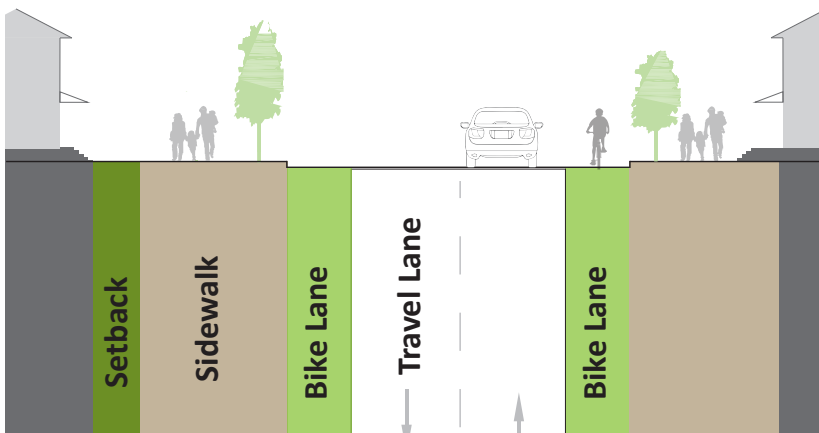
The bikeway with cycle track allows for faster moving bike traffic separate from both pedestrians and auto traffic. The cycle track can vary according to land use or desired street width.



TYPE	BIKEWAY WITH CYCLE TRACK
TRANSECT	T5, T4
TRAVEL LANES	TWO LANES - 10 FEET WIDE
PARKING LANES	NONE
BIKE FACILITY	TWO-WAY CYCLE TRACK - 12 FEET MINIMUM
R.O.W. WIDTH	60 FEET MINIMUM
PAVEMENT WIDTH	20 FEET
VEHICULAR DESIGN SPEED	25 MPH
SIDEWALK WIDTH	14 FEET
ROAD EDGE TREATMENT	CURB
PLANTER WIDTH	PLANTER OR TREE WELL
PLANTING	SHADE TREES @ 30' O.C. AVG

3. Two-way Bikeway in Urban Environment

The two-way bikeway also allows for faster moving bike traffic separate from both pedestrians and auto traffic. The two-way bikeway can vary according to land use or desired street width.



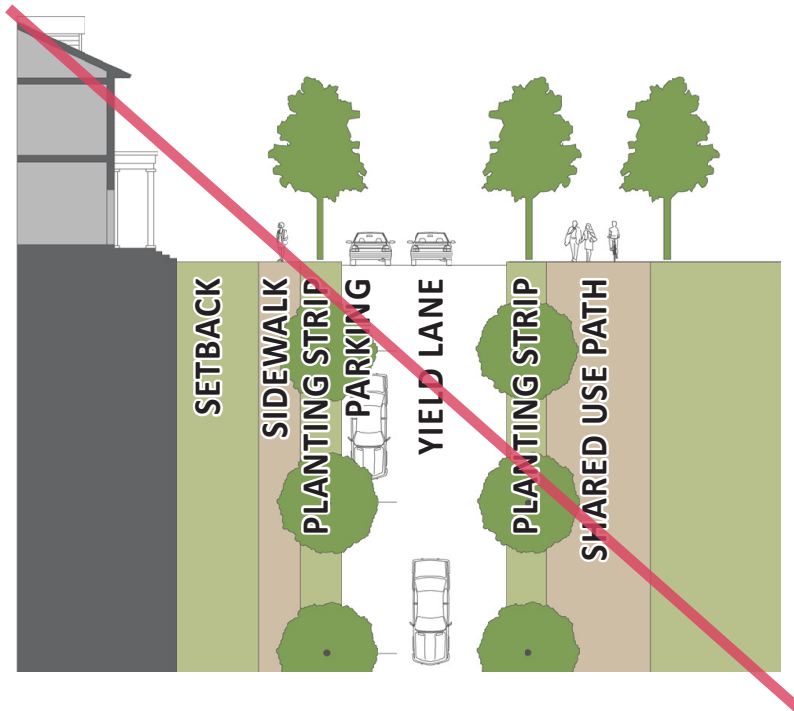
TYPE	TWO-WAY BIKEWAY
TRANSECT	T5
TRAVEL LANES	TWO LANES - 10 FEET WIDE
PARKING LANES	NONE
BIKE FACILITY	PROTECTED BIKE LANE EACH SIDE - 6 FEET
R.O.W. WIDTH	32' FEET MINIMUM
PAVEMENT WIDTH	20 FEET
VEHICULAR DESIGN SPEED	20 MPH
SIDEWALK WIDTH	14 FEET
ROAD EDGE TREATMENT	CURB
PLANTER WIDTH	NONE ; TREE WELL
PLANTING	SHADE TREES @ 30' O.C. AVG

Sec. 4.0.K. **Street Sections**

Trail streets have a wider shared-use path on one side in place of a sidewalk, allowing a larger flow of shared pedestrian and bike traffic.

1. Trail Street

Trail streets are the General Street with a wider shared-use path replacing one of the sidewalks.



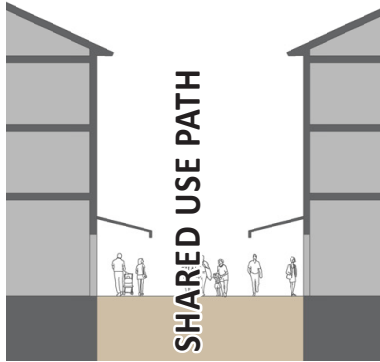
TYPE	TRAIL STREET
TRANSECT	T5, T4, T3
TRAVEL LANES	SHARED 24 FEET PAVED - TWO-WAY TRAFFIC
PARKING LANES	ONE SIDE UNMARKED
BIKE FACILITY	SHARED USE PATH - 12 FEET MIN.
R.O.W. WIDTH	52 FEET MIN.
PAVEMENT WIDTH	24 FEET
VEHICULAR DESIGN SPEED	20 MPH
SIDEWALK WIDTH	6 FEET ONE SIDE
ROAD EDGE TREATMENT	CURB OR SWALE
PLANTER WIDTH	5 FOOT PLANTER STRIPS
PLANTING	SHADE TREES @ 30' O.C. AVG

Sec. 4.0.L. Pedestrian Street Sections

Pedestrian streets are intended primarily for pedestrian use only, with occasional use by cyclists.

1. Urban Pedestrian Street

The urban pedestrian street can be used in the retail areas of T5 zones to allow people to flow seamlessly between shops and restaurants without interacting with auto traffic.



TYPE	URBAN PEDESTRIAN STREET
TRANSECT	T5, T4
BIKE FACILITY	SHARED
R.O.W. WIDTH	30 FEET MINIMUM
SIDEWALK WIDTH	20 FEET SHARED PATH
PLANTER WIDTH	OCCASIONAL PLANTINGS IN TREE WELLS

2. Neighborhood Pedestrian Street

The neighborhood pedestrian street is intended as mid-block crossing between houses to allow pedestrians a short cut to parks or other destinations.

1. Green Pedestrian Street

The Green Pedestrian Street is a variation on the Neighborhood type with a center green space that



TYPE	NEIGHBORHOOD PEDESTRIAN STREET
TRANSECT	T5, T4, T3
BIKE FACILITY	SHARED
R.O.W. WIDTH	20 FEET MINIMUM
SIDEWALK WIDTH	10 FEET MINIMUM SHARED PATH
PLANTER WIDTH	5 FEET PLANTING STRIPS

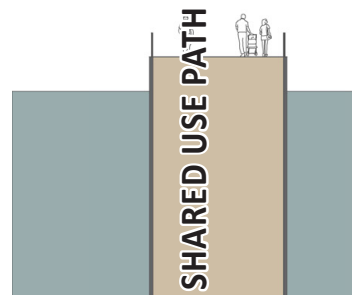
can vary in width from a small planting strip to a pocket park.

2. Pedestrian Bridge

The pedestrian bridge is intended as mid-block canal crossing to shorten walking distance and provide more pedestrian access across the Grand Canals.



TYPE	NEIGHBORHOOD PEDESTRIAN STREET
TRANSECT	T4, T3
BIKE FACILITY	SHARED
R.O.W. WIDTH	40 FEET MINIMUM
SIDEWALK WIDTH	6 FEET MINIMUM EACH SIDE
	30 FEET MINIMUM GREEN SPACE



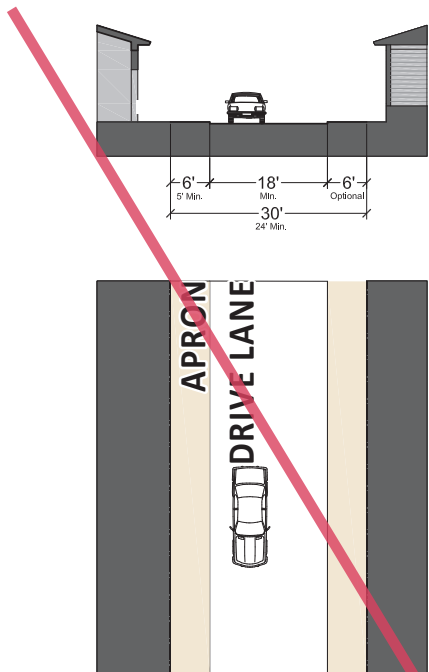
TYPE	PEDESTRIAN BRIDGE
TRANSECT	T5, T4, T3
BIKE FACILITY	SHARED
R.O.W. WIDTH	12 FEET MINIMUM
SIDEWALK WIDTH	12 FEET MINIMUM
PLANTER WIDTH	N/A

Sec. 4.0.M. Alley Sections

Alleys are located mid-block and allow access to mid-block parking areas, trash, collection, utilities, and rear loading zones.

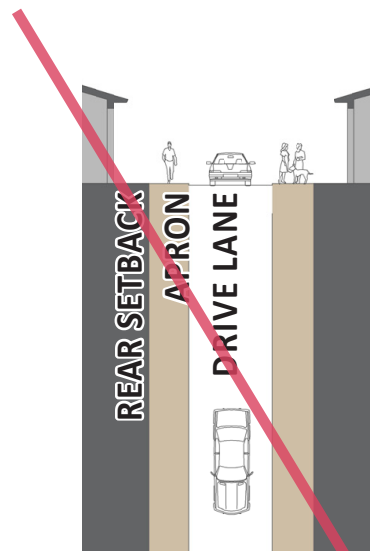
1. Commercial Alley

A commercial alley is located in T5 providing enough room for delivery trucks and temporary loading and unloading while allowing vehicles to move around them. Alleys provide rear access to shared parking, parking garages, or loading docks at the back of mixed-use developments in the downtown and main street districts.



2. Residential Alley

A residential alley has a single yield lane with room for cars backing out of garages. This street type allows rear-loaded housing to reduce curb cuts in front and reduce opportunities for auto-pedestrian collisions, creating a safer sidewalk. Alleys allow narrow lot homes to face the street and be within conversation distance of the sidewalk instead of being dominated by vehicles and garage doors.



TYPE	ALLEY - NON-RESIDENTIAL
TRANSECT	T5
TRAFFIC LANES	TWO-WAY TRAFFIC - 12 FEET LANES
PARKING LANES	N/A
BIKE FACILITY	NONE
R-O-W-WIDTH	24 FEET
PAVEMENT WIDTH	24 FEET
VEHICULAR DESIGN SPEED	5 MPH
SIDEWALK WIDTH	NONE
ROAD EDGE TREATMENT	VARIES
PLANTER WIDTH	N/A
PLANTING	N/A

TYPE	ALLEY - RESIDENTIAL
TRANSECT	T5, T4, T3
TRAFFIC LANES	YIELD LANE - 12 - 14 FEET
PARKING LANES	N/A
BIKE FACILITY	NONE
R-O-W-WIDTH	20 FEET MIN.
PAVEMENT WIDTH	12 TO 18 FEET
VEHICULAR DESIGN SPEED	5 MPH
SIDEWALK WIDTH	NONE
ROAD EDGE TREATMENT	VARIES
PLANTER WIDTH	N/A
PLANTING	N/A

DIVISION 5: SITE DEVELOPMENT STANDARDS

Sec. 5.1 Purpose

These general standards apply to all Transect Zones, unless otherwise noted, specifying standards that impact walkability and the quality of the Public Realm as well as parking requirements and the design of signage, lighting, landscaping, and utilities.

Sec. 5.2 Parking Standards

The intent of the parking standards is to encourage a balance between pedestrian-oriented development and necessary vehicle storage. The goal is to construct neither more nor less parking than is needed.

Sec. 5.2.A. Parking Requirements

1. Parking shall be provided for each use based upon the minimum and maximum requirements outlined by use in Table 5-1: Automobile Parking Requirement Chart. Required parking quantities for a parcel shall be modified by Warrant.

USE	NUMBER OF PARKING SPACES			
	T3 ²	T4 ²	T5 ¹	C ²
RESIDENTIAL	2 / UNIT	1 / UNIT	2 / UNIT	---
LODGING	1 / GUEST ROOM			
OFFICE	2 / 1,000 SQ. FT.			
RETAIL	3 / 1,000 SQ. FT.			
CIVIC	TBD BY WARRANT			
EDUCATION	1 PER 12 STUDENTS			
OTHER: GENERAL	TBD BY WARRANT			
OTHER: INDUSTRIAL	1 PER EMPLOYEE ON LARGEST SHIFT			

¹MAXIMUM NUMBER OF SPACES PERMITTED

²MINIMUM NUMBER OF SPACES REQUIRED

2. Parking shall be located on the same lot as the use it serves. Required parking can also be located on-street or in a common parking lot, provided the space is within 1/4 mile of the building's Principal Entrance.
3. Parking shall be located behind the Principal Façade of buildings to the maximum extent possible. Parking lots shall be masked from the frontage by a liner building, streetscreens, garden walls, fences, or hedges are required along all rights-of-way without buildings to shield views to parking.
4. Shared and Reduced Parking is encouraged in all Transect Zones for more efficient parking

solutions. The amount of parking required is calculated by adding the total number of spaces required by each separate function in the Parking Requirement Chart and dividing by the appropriate factor from the Sharing Factor matrix. See Table 5-2. For example, the residential function requires ten spaces while the office function requires twelve spaces. Independently they would require twenty-two spaces, but when divided by the sharing factor of 1.4, they would require only sixteen spaces. When multiple functions share parking, the lowest sharing factor shall apply.

FUNCTION	WITH	FUNCTION
RESIDENTIAL		RESIDENTIAL
LODGING		LODGING
OFFICE		OFFICE
RETAIL		RETAIL

Sharing Factor Matrix Values:

- RESIDENTIAL / RESIDENTIAL: 1
- LODGING / LODGING: 1
- OFFICE / OFFICE: 1
- RETAIL / RETAIL: 1
- RESIDENTIAL / LODGING: 1.1
- LODGING / RESIDENTIAL: 1.1
- RESIDENTIAL / OFFICE: 1.4
- OFFICE / RESIDENTIAL: 1.4
- LODGING / OFFICE: 1.1
- OFFICE / LODGING: 1.1
- RESIDENTIAL / RETAIL: 1.4
- RETAIL / RESIDENTIAL: 1.4
- LODGING / RETAIL: 1.7
- RETAIL / LODGING: 1.7
- OFFICE / RETAIL: 1.3
- RETAIL / OFFICE: 1.3
- RETAIL / LODGING: 1.2
- LODGING / RETAIL: 1.2
- RETAIL / OFFICE: 1
- OFFICE / RETAIL: 1

5. Bicycle parking shall be provided in all Transect Zones per Table 5-3: Bicycle Parking Requirement Chart and subject to the two subsections below:
 - (a) Anchors: All spaces provided shall include a metal anchor sufficient to secure the bicycle frame when used in conjunction with a user-supplied lock.
 - (b) Location: Bicycle parking shall be located in a secure area covered from weather and shall be located as close to a building entrance as the closest on-site automobile parking space.

USE	MIN. NUMBER OF SPACES
RESIDENTIAL (BUILDINGS WITH 4 OR MORE UNITS)	2 SPACES OR 1 SPACE FOR EVERY 5 UNITS, WHICHEVER IS GREATER
NON-RESIDENTIAL	2 SPACES OR 1 SPACE FOR EVERY 2,500 SQ. FT., WHICHEVER IS GREATER

Sec. 5.2.B. Parking Access

~~Alleys, where proposed, shall be the primary source of access to off-street parking. Parking along Alleys shall be perpendicular, diagonal, or parallel. Alleys shall be incorporated into parking lots as standard drive aisles. Access between parking lots across property lines is also encouraged.~~

1. Corner lots that have both rear and side access shall access parking through the rear. If no rear access exists, access to on-lot parking shall be provided from the side street.
2. If no Alley or side street exists, then efforts should be made to demonstrate an attempt to gain access across neighboring properties.
3. When access to rear parking must be accessed directly from the Primary Frontage, driveways shall be located along the sides of the property lines and designed such that pedestrians crossing on sidewalks always have the right of way.
4. Circular drives are prohibited except for Civic Buildings.

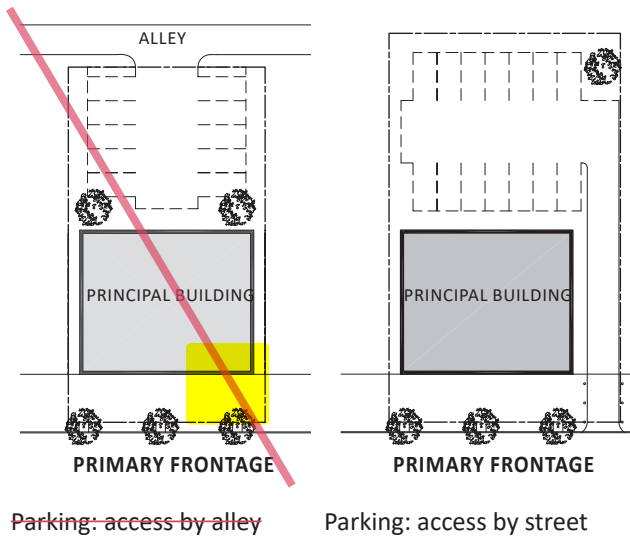


FIGURE 5-1: PARKING ACCESS

Sec. 5.2.C. Off-street Surface Parking

1. Minimum setbacks for off-street surface parking from all property lines are provided in the Transect Zone Standards.

Sec. 5.2.D. Garden Walls, Fences, and Hedges

Garden walls, fences, or hedges shall be located along Frontage Lines and other Lot Lines, or parallel with the Façades of buildings. When located along Frontage Lines, garden walls, fences, and hedges are called Streetscreens. Streetscreens shall mask a parking lot from the Thoroughfare, provide privacy to a side yard, and/or strengthen the spatial definition of the Public Realm.

1. Streetscreens shall be a minimum of 3 feet tall in all Transect Zones. Maximum heights shall be:
 - (a) T3 & T4: 4 feet along Primary Frontage and up to the BTZ, 6 feet along other Frontages
 - (b) T5: 4 feet along all Frontages
2. All Streetscreens over 4 feet high should be a minimum of 25% permeable or articulated.

3. Streetscreens shall be non-permeable by warrant.
4. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.
5. Streetscreens shall not be permitted in the Right-of-Way.
6. If a hedge is used, plants must be evergreen.

Sec. 5.3 Signage Standards

Sec. 5.3.A. Wayfinding Signs

1. Signs in the Public Realm shall enhance the character of the Public Realm, provide orientation to pedestrians and motorists, and help to give identity to the street. Signs should be designed and scaled for use by the pedestrian.
2. Signage should be coordinated with other streetscape furniture (e.g., light posts) to reduce visual clutter in the Public Realm.
3. Wayfinding signage, which identifies key civic areas or public destinations, shall be consistent in theme and placement as determined by the City.
4. Architectural features and gateways announcing arrival to the entire community or individual neighborhoods shall have identification signs of no more than 36 square feet, the theme and placement of which is determined by the City.
5. Freestanding pole signs are prohibited. All freestanding signage must be monument-style or integrated into streetscape furniture and architectural elements.

Sec. 5.3.B. Commercial Signs

1. In the T5 and T4 Zones, free standing signs, ground signs, and monument signs are not permitted. All signs in these zones shall be attached to the façade. Signs shall be flat against the façade, or mounted projecting or hanging from the façade.
2. Signs shall be externally lit from the front with a full-spectrum source. Back lighting is permitted as an exception only for individual letters or numbers (panelized back lighting is prohibited). Signage within the shopfront may be neon lit.
3. Maximum gross area of signs on a given façade shall not exceed ten percent of the façade area. Signage painted on a building façade or mounted on the roof may exceed this limit, with approval by the City.
4. Signs attached to the façade shall maintain a minimum clear height above sidewalks of eight feet.
5. Projecting signs shall not extend within two feet of the curb line, and shall not be placed closer than

16 inches apart.

6. Maximum area of any single sign mounted perpendicular to a given façade shall not exceed nine square feet in the T5 Zone and shall not exceed six square feet in T4, and T3 Transect Zones.
7. A single external Sign Band shall be applied to the façade of each building, provided that such sign not exceed three feet in height by any length. Letter height shall not exceed 24 inches.

Sec. 5.3.C. *Banner Signs*

1. The use of banner signs shall be limited to the promotion of public events and activities, or to identify a district.
2. Banner signs shall be mounted on light poles or other street furniture designed specifically for such a purpose.
3. Banner Signs shall not be illuminated.
4. Temporary banner signs not exceeding three (3) feet in height and thirty (30) feet in length shall be hung over the public right-of-way pursuant to Chapter 4, Sec 4.4 Street Lighting.

Sec. 5.3.D. *Temporary Sidewalk Signs*

1. Temporary sidewalk signs such as A-frame sandwich boards are permitted on public sidewalks immediately adjacent to a business for the purpose of advertising food or products sold within with the approval of the City.
2. The placement of signs on the sidewalk must maintain a clear sidewalk path of a minimum dimension of five feet.
3. The dimensions of the sign shall be no greater than two and a half feet wide and five feet high.
4. Temporary sidewalk signs shall not be illuminated.
5. Temporary sidewalk signs shall be approved by the City.

Sec. 5.4 Lighting Standards

Adequate and quality lighting of the sidewalk and street area is essential to creating a safe and inviting streetscape.

Sec. 5.4.A. *General Lighting Standards*

1. Lighting fixtures shall be appropriately chosen for the Horizon City TOD. There shall be consistency in creating a unifying scheme of illumination that is appropriate to the scale of the street and the level of evening activity.
2. Lamp styles should not be mixed along any one particular block of a street.
3. Light fixtures shall be downcast or low cut-off fixtures to prevent glare and light pollution.

4. In order to conserve energy and reduce long-term costs, energy-efficient lamps shall be used for all Public Realm lighting.

Sec. 5.4.B. *Light Levels*

1. Lighting standards protect against glare, preserve the night sky, and reduce unnecessary energy use from over lighting. Rural zones tend to be darker, while higher levels of outdoor lighting may be more suitable in mixed use urban zones.
2. It is the intent of this TOD to follow Dark Sky provisions as established by the International Dark-Sky Association (IDA). All outdoor lighting within the Public Realm should be IDA-Approved fixtures.
3. The standards in Table 5-4 maintain the desired general ambient light levels across the Transect. Light levels in the Civic Transect Zone shall be consistent with the intent of this TOD and not contribute to excessive light pollution, as determined by the OTA.

Sec. 5.4.C. *Street Lighting*

See Division 4: Thoroughfare Standards

Sec. 5.4.D. *Parking Lot Lighting*

1. All fixtures shall be full cutoff, downward facing.
2. Light fixtures located within the interior area of a parking lot shall not exceed 30 feet in height. Light fixtures located along the perimeter edge of a parking area within 50 feet of a property line shall not exceed 15 feet.

Sec. 5.4.E. *Pedestrian Walkway Lighting*

1. Light fixtures located along pedestrian walkways adjacent to parking lots shall not exceed 15 feet in height.
2. Light fixtures located along internal pedestrian walkways or paths not adjacent to a parking area shall not exceed 10 feet in height.

Sec. 5.4.F. *Building and Security Lighting*

1. All exterior building or security lighting must be full cutoff, shielded, and/or angled downward to focus the light only on the intended doorway or walkway as necessary.
2. Security lighting is encouraged to be provided with regular pedestrian light fixtures where visible from the street or Public Realm to match others used on site.
3. Building mounted architectural “accent lights” are encouraged to emphasize architectural character and signage.
4. Business owners are encouraged to assist with

Examples of Permitted Commercial Signage



Wayfinding Sign



Blade/Projecting Sign



Hanging Sign



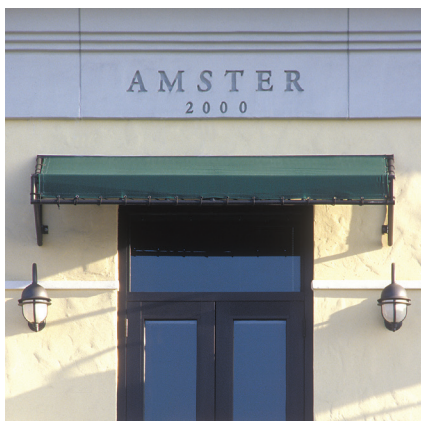
Awning Sign



Wall Sign



Painted Wall Sign



Cornice Sign



Banner Signs



Sidewalk Sign

*Note: These examples are not inclusive of all permitted commercial signage types and designs, but are for illustrative purposes only to demonstrate the intent of the commercial signage standards.

lighting the sidewalk and to accent their business location by leaving display window and interior lighting on at night. Lighting shall be designed in such a way as to prevent the direct view of the light source to neighboring residential areas.

5. Edges of Civic Open Spaces, especially Plazas and Squares, should be lit along the Right-of-Ways to define and identify the space.
6. Focal points such as sculptures, fountains, and towers, especially those visible to pedestrians and vehicles, shall be illuminated to call attention to the element and to provide a form of wayfinding.

Sec. 5.5 Environmental

Sec. 5.5.A. General Provisions

The preservation and conservation of natural areas and native habitats in and around the Horizon City TOD is important. Conservation areas shall provide recreational activities. Native vegetation shall be retained in conservation areas except for limited clearing required for supporting infrastructure. These areas shall be maintained free of invasive exotic plant species.

**TABLE 5-4:
LIGHT LEVELS**

	T3: EDGE	T4: URBAN	T5: MU CENTER
AMBIENT LIGHT LEVELS	VERY LOW	LOW	MEDIUM
STANDARDS			
MAXIMUM LIGHTING STANDARDS	MINIMAL LIGHTING, ALL FULL CUTOFF	FULL CUTOFF LIGHTING	FULL CUTOFF LIGHTING, SOME LOW WATTAGE, NON-FULL CUTOFF LIGHTING
NO LIGHTING LEVEL MEASURED AT THE BUILDING FRONTAGE LINE SHALL EXCEED:	1.0 FC	1.0 FC	2.0 FC
REQUIRED SHIELDING	FULLY SHIELDED LUMINAIRE WITH NO UPLIGHT OR BETTER	SHIELDED LUMINAIRE OR BETTER	PARTIALLY SHIELDED LUMINAIRE OR BETTER

DIVISION 6: LANDSCAPE STANDARDS

I. GENERAL CONDITIONS

Sec. 6.1 Title

This chapter shall be known as the Landscape Ordinance for the Horizon City TOD.

Sec. 6.2 Purpose

1. The purpose of this chapter is to set forth the minimum requirements for landscape and irrigation for property development within the limits of the Horizon TOD. The regulations herein are designed to enhance the quality of life, increase property values and aesthetics of the TOD, while helping to improve air purification, reduce stormwater run-off, noise reduction and heat abatement, while conserving energy, water and other natural resources. In addition, landscape design shall enhance the quality and character of the Public Realm by coordinating public and private space, providing spatial definition to the Public Realm, screening undesirable places/sounds/odors, and increasing health and safety, as well as complementing the architectural design of the mixed-use development.
2. In addition, landscape designers and property owners are encouraged to design and place landscape materials in a good, economically viable and environmentally sensitive manner so as to improve the aesthetics of development, construction and the quality of life for all citizens. This chapter encourages the use of quantifiable, generally recognized, scientific standards and methods as well as local and state regulations and manufacturer's recommendations in evaluating all designs.
3. This chapter is also designed to prevent soil erosion, reduce the hazards of flooding, enhance the absorption of carbon dioxide and supply of oxygen, reduce the negative effects of noise, glare and dust, promote the pleasant appearance and character of the development, provide shade to cool superheated urban areas and thus reduce water consumption in cooling units, as well as other energy consumption related to environmental cooling and facilitate the safe movement of traffic in vehicular use areas.
4. This chapter is also designed to promote water conservation and water efficiency by requiring the planting of water-thrifty, drought tolerant plants. To assist in ensuring adequate supplies of water exist for Horizon's future, it is important that water conservation be promoted in landscape watering policies. Water conservation should be promoted through techniques such as the proper design of landscaped areas and plant selection, education of the public and the proper design and use of irrigation of systems.

Sec. 6.3 Application

1. Except as provided herein, all the requirements in these guidelines shall apply to development within the Horizon TOD area.

Sec. 6.4 Interpretation

2. The provisions of this chapter shall be interpreted and applied, as the minimum requirements for landscape and irrigation in the TOD and shall control over all other landscape requirements in any other ordinance in the Horizon City Code.
3. It is not intended that this chapter shall interfere with, abrogate or annul any restrictive covenants or other agreements between individual parties. When there is a conflict between the requirements of this chapter and any restrictive covenant, agreements or other requirements imposed on the property, the more stringent requirement shall apply.
4. The provisions of this chapter shall be subordinate to the provisions of the Horizon City Code pertaining to traffic and pedestrian traffic.

Sec. 6.5 Landscape Plans Required

1. Projects that are subject to the requirements of this chapter, shall require submission of separate plans for landscape and irrigation.
 - a. Landscape plans shall be designed by a landscape architect who holds a certificate of registration issued pursuant to Texas State Occupations Code Chapter 1052 and stamped with a licensed landscape architect's seal.
2. Landscape plan. The landscape plan shall include the following information:
 - a. Each plan shall be at a minimum scale of 1" equals 40', preferably 1" equals 20'. No architectural scaling shall be allowed.
 - b. Date, scale, north arrow, project title and project address; and landscape architect with their address and phone number
 - c. Name, address and telephone number of the property owner(s) representative
 - d. Botanical name and common name, plant tag showing plant type, legend reference, size, height, quantity and location of proposed landscape materials to be used
 - e. Landscape calculations, total square footage of the landscapable area provided broken down by area within the parcel, parkway and medians, parking provided, vehicular loading area, minimum required quantity of landscape materials, provided quantity of landscape materials

- f. Landscape master plan with phasing plan for multi-phase developments
- g. Location of existing and proposed structures, signs, street trees, buffer trees, parking lot trees, plant material, swales, berms and fire hydrants existing at the time of plan submission
- h. Show all curb cut ingress and egress
- i. Show a five-foot clearance at maturity for all landscape material adjacent to any utility box, hydrant, meter or access point

II. PLANT REQUIREMENTS

Sec. 6.6 General

1. Unlike landscape ordinances used for traditional zoning which call for a certain percentage of a parcel to be landscape area, requirements for form based code developments are dictated by building and parking lot setback requirements, and thus no percentage of property requirement is needed.
2. Approved plants. 75% of all plants to be used to satisfy these requirements shall be selected from the approved plant list included shown in Appendix B in these guidelines, with the exception of street and buffer trees, which must all be selected from the list. No artificial plant material shall be used to satisfy the requirements of this chapter.
3. All plant material shall be healthy and vigorous at the time of planting.
4. At least 50% of the plants installed shall be plant material of low water, drought-tolerant variety.
5. Trees in pedestrian areas shall be planted and maintained, with the mature branching structure having a minimum of 7' clearance from ground level within 3' from the trunk.
6. Trees shall be planted in beds with a minimum area of 36 square feet of surface area with no interior dimension less than 4' measured at 90 degrees to the interior edges.
7. At least 25% of trees required to be planted within the parcel shall be evergreen.
8. Landscaping shall be design to remain functional and attractive during all seasons through a thoughtful selection of plant varieties.
9. In order to promote sustainable landscape practices, plant varieties shall be selected for resistance to drought, moisture, salt, urban conditions, or insects and other pests depending on the location of landscaping and the specific stressors anticipated for different areas of the site, as well as for their intended function and context. Plants shall be selected so that landscaping can be maintained with minimal care and the need for watering, pesticides, or fertilizers can be minimized or

- eliminated. Native species are encouraged.
- 10. Plant material shall be installed to ensure that at maturity there is a 5' clearance adjacent to any utility box, fire hydrant, FDC connection, utility meter or access point.
- 11. Trees may not be planted in areas with less than 20' between structures
- 12. Tree wells shall be as deep as the root ball and at least twice as wide as the root ball, with the bottom of the tree well being convex. A minimum of 3" of mulch should be placed on the top of the root ball after being placed in the well.
- 13. The use of turf shall be minimized and shall not be planted in strips less than 5 feet wide. Lawn seed mixes shall be drought resistant. To achieve a high level of drought tolerance, the use of Hybrid Bermuda is encouraged.
- 14. Turf grass is specifically prohibited in parkways and medians.
- 15. In Transect Zones T2 and T3, native plant perennial landscapes should replace turf grasses where possible and be very diverse. They should be placed lower than walkways, not mounded up.
- 16. Ground treatment of landscaped areas throughout the parcel, parkway and medians shall include decomposed granite, or other permeable surfacing, not to include raw soil.
- 17. Design of landscape should maximize use of green infrastructure stormwater Best Management Practices (BMPs) such as pervious paving, bioretention systems, rain gardens, bioswales, and stormwater planters to slow and treat stormwater runoff while providing multiple additional community benefits. The OTA will approve landscaping in private front yards, civic spaces, etc.

Sec. 6.7 Street Trees

1. Street trees shall consist of shade trees with a minimum of 3" caliper at time of planting.
2. Street trees shall be provided in a manner and at spacing as defined by the Street Type standards outlined in the Thoroughfare Standards.
3. Street trees shall be planted in the parkway and median in vegetated Planting Strips or Tree Wells with grates according to Street Types outlined in the Thoroughfare Standards.
4. For street trees located in the parkway, one street tree shall be provided for every thirty linear feet of all street frontage (with the exception of streets classified as Workplace Streets as mentioned in the Thoroughfare Standards) including any easements, but not including driveways. A minimum of one street tree shall be installed if the property has less than 30' of frontage. Street trees shall be placed in the parkway

of the street, unless the planning official requires different locations of trees based on a uniquely shaped lot.

5. For street trees located in medians, one street tree shall be provided for every 30 linear feet of median length, not including portions of median that are narrower than 5’ measured from back of curb to back of curb. A minimum of one street trees shall be planted in medians that are less than 30’ in length.
6. Street trees shall be selected from the approved tree and plant list contained in these guidelines.
7. The spacing for all street trees shall be at 30’ or less, with the exception of Workplace Streets, which shall have street trees spaced 40’ on center.
8. Adequate vertical clearance below the branches must be maintained for pedestrians, cars and bicyclists. The minimum height to the lowest branch overhanging a sidewalk shall be 7’ and the lowest height overhanging a street shall be 14’.
9. Street trees shall not be required in the following situations:
 - a. Where awnings or canopies come closer than 10’ from the back of the curb.
 - b. Where Galleries come closer than 20’ from the back of the curb.
1. Street trees shall be aligned with light poles, where possible.
2. On sites where evenly-spaced street trees is not possible due to a uniquely shaped lot, random clustering of street trees may be acceptable, provided that the number of trees planted equals or the number that would be required if the trees were evenly-spaced. Such arrangement must be approved by the planning official.

Sec. 6.8 Buffer Trees

Buffer trees to be located within the first 10’ of the property shall be required for all new construction projects except the following:

1. Along frontage with dedicated City streets where the building or any second level balcony is set back from the property line 20’ or less, and where;
2. Any awnings are set back from the property line 10’ or less from the property line
3. Buffer trees shall not be required where Galleries are present.

The number of buffer trees is to be calculated as follows:

- a. One buffer tree shall be provided per every thirty linear feet of all street frontage, including

any easements, but not including driveways. A minimum of one buffer tree shall be installed if the property has less than 30’ of frontage.

Sec. 6.9 Parking Lot Trees & Landscape Area

The landscaping requirements in this section are intended to provide a set of standards toward reducing the visual impacts of large areas of pavement, improving the overall environment of parking areas by providing areas for shade and heat reduction, and enhancing the overall aesthetic appeal of parking areas.

1. Any construction of new off-street parking within the parcel is required to install one tree per ten parking spaces, or portion thereof, whether they are required parking spaces or not.
2. Any expansion of an existing parking lot is required to install one tree per ten new spaces, whether they are required parking spaces or not.
3. If the number of parking spaces provided within the parcel exceeds the maximum number of allowable spaces as indicated in the Site Development Standards, one parking lot tree for every five spaces over the maximum, or portin thereof, shall be provided. This applies to both new parking lots and parking lot expansions.
4. Parking lot trees must be placed within the property and not the parkway and placed in such as way so that all parking areas can reasonably be expected to receive 30% tree canopy coverage at tree maturity. The expected canopy radius of each selected tree shall be noted in the required site plan materials.
5. Parking lot trees may be placed within the parking area or vehicular use area with due consideration for vehicle movement and maneuvering or directly adjacent to the vehicular use area.
6. No parking space shall be more than 100’ from a tree.
7. Parking lot trees shall be located with respect to the location of parking lot light fixtures in such a manner as to not impede the distribution of light throughout the parking lot, unless the lighting is placed in the canopy of the trees.
8. Parking lot trees must be placed in planting areas 36 square feet minimum with no dimension less than 4’.
9. Developments with proposed parking areas of 6 spaces or more shall provide a minimum of 10% of landscape area within the area designated for parking inclusive of any landscape borders surrounding the parking lot.
10. The ends of parking aisles in surface lots that are more than 15 spaces in length shall incorporate landscape islands at either end of the row. Each island shall

include at least one tree. Where the length of a parking aisle exceeds 25 spaces, additional landscape islands shall be installed at regular intervals. This interval shall not be more than every 13 spaces. The width of the landscape islands perpendicular to adjacent spaces shall be no less than 6’.

11. Surface parking lot entrances shall be landscaped with a combination of trees, shrubs, walls, and other landscape features. No trees, shrubs, fences, walls, or other landscape feature shall be planted in a manner to obstruct sight lines of motorists.

Sec. 6.10 Project Trees

1. For all landscape area provided within the parcel, which is calculated as lot area minus Lot Coverage as defined in the General Provisions, project trees shall be installed as follows:
 - a. For every 1,000 square feet, or portion thereof, of landscape area provided within the parcel, one project tree having a minimum caliper size of 2” and a minimum height of 10’ shall be installed
 - b. Palms may be installed on the property but will only count as three 5-gallon plants and may only be substituted for up to 50% of the required five gallon plants. See following section for shrub requirements.
 - c. Required project trees must be located within the property and not within the parkway.

Sec. 6.11 Project Trees & Project Shrubs

1. For all landscape area provided within the parcel, which is calculated as lot area minus Lot Coverage as defined in the General Provisions, as well as in the Planting Strips in the parkways and medians, as outlined in the Thoroughfare Standards, shrubs shall be installed as follows:
 - a. For every 1,000 square feet, or portion thereof, of landscape area provided, a minimum of 45 plants of 5-gallon size, which are a minimum of 12” in height shall be provided.
 - b. Allowable substitutions are as follows;
 - (1) Ten 1-gallon shrubs may be substituted for one 5-gallon shrub for up to 50% of the required 5-gallon shrubs.
 - (2) Five 5-gallon shrubs may be substituted for one project tree for up to 50% of the required project trees.

- (3) One project tree may be substituted for five 5-gallon plants.
- (4) Two 1” caliper trees 8’ tall may be substituted for one 2’ caliper tree 10’ tall for up to 50% of the required project trees.
- (5) Street, buffer and parking lot trees may not be substituted

- c. Required shrubs must be located proportionally within the parcel, parkway and median based on the size of the parcel, parkway and median.
2. Plant coverage option. The following plant coverage option may be utilized in lieu of the project tree and project shrub requirements previously mentioned
 - a. Shrubs shall be provided on all landscape area provided and will cover at least 75% of the area.
 - b. Plant material used in the coverage calculation shall be shrubs or ground cover from the required approved tree and plant list contained in these guidelines. The required coverage shall be 50% achieved within two years of the date of planting and 70% at maturity. In no instance shall the number of plants provided fall below 40% of the total required under Section 2.3 A.1.
 - c. In addition to the required plant material, two project trees having a caliper size of 2” and a minimum height of 10’ shall be required for every 1,000 square feet, or portion thereof. For project trees, two 1” caliper trees at a height of 8’ may be substituted for a 2” caliper project tree. Project trees shall not be used in the calculation of the coverage area.
 - d. A required weather-based smart controller shall be required in order to utilize the plant coverage option.
3. Shrubs shall be a minimum size of a 5-gallon container and a minimum plant height of 12” (except for dwarf and low-growing species).
4. At least 30% of all required shrubs shall be evergreen.

Sec. 6.12 Landscape Screen

1. Where the northern edge of the TOD abuts the property line of adjacent residential properties, a 15’ wide landscape buffer area shall be provided within each developed parcel to include evergreen trees planted 15’ on center for the entire length. The trees shall grow to 40’ minimum at maturity. This requirement shall override other setback requirements.

Sec. 6.13 Ground Treatment

285. Organic / inorganic ground covering / permeable paving.

- a. Inorganic coverings such as gravel, river rock, shells and similar materials may be used as a landscape groundcover within parcels.
- b. Organic ground covering such as organic mulch, pecan shells, wood chips or bark may be used as a landscape ground covering within parcels.
- c. Non-porous materials shall not be installed under organic or inorganic ground covering.
- d. Within the public right of way, landscape rock, Desert Tan color, shall be used.
- e. Any weed barrier materials used must allow the percolation of standing water within 72 hours.
- f. When using rock 2" or larger, smaller rock shall be mixed in to fill in gaps between larger rock and hide the weed-barrier fabric from view, when weed-barrier is used.
- g. Boulders, Desert Tan color, shall be provided in the Planting Strips in the public ROW. Boulders shall be a mix of 1', 2' and 3', with the mix of sizes providing a more natural appearance.

Sec. 6.14 Irrigation

For all required plant material, an underground automatic irrigation system shall be provided in compliance with the requirements of this chapter and in compliance with the requirements of 30 Texas Administrative Code, Chapter 344, §§ 344.72—344.77, and as may be amended. When irrigation systems are provided, sustainable systems, such as low volume heads, drip irrigation, and other water efficiency methods are encouraged. Connect to "purple" pipe system separated from DCW if purple pipe is present

Sec. 6.15 Stormwater Management

Sec. 6.1.A. General Standards

1. The objectives of the stormwater management standards are to reduce water quality impacts at receiving waters, enhance community character in support of compact development, and promote public health, safety, and welfare. The stormwater management standards include the following goals:
 - (a) Manage rainfall as close to where it falls as possible, approximating the natural pre-development hydrology (water quality and water quantity) by using natural, decentralized stormwater management practices that do not impede or negatively alter the historic flow of stormwater runoff.
 - (b) Establish watershed sensitive planning and design criteria at the neighborhood scale of development to support shared flood

control solutions.

- (c) Encourage incorporation of Light Imprint Best Management Practices (BMPs) at the block, street, and site scales of development, appropriate to land use context and site conditions.
2. A Stormwater Management System shall be developed to manage stormwater in each Neighborhood as a whole.
 3. Stormwater management shall be implemented within a Final Site Plan.
 4. Stormwater standards for individual Lots within the neighborhood can assist in meeting the standards of the neighborhood as a whole.
 5. All stormwater shall be managed in accordance with any applicable land development code.

Sec. 6.1.B. Light Imprint Storm Drainage Methods

1. Appendix A provides recommended stormwater management methods as outlined in the *Light Imprint Handbook*. These methods shall be utilized as the elements of the neighborhood stormwater strategy and the Final Site Plan detailed stormwater management plan. At least one of these methods shall be applied at the neighborhood, corridor, and Lot levels to implement the neighborhood stormwater strategy. Refer to the *Light Imprint Handbook* for comprehensive descriptions of each method and its application.
2. The Light Imprint stormwater management methods appropriate for use within the Civic Transect Zone shall be determined by the OTA on a site-by-site basis based on the use and character of each site.

Sec. 6.1.C. Design Criteria

1. Properly designed Pervious Paving shall be permitted and is encouraged to reduce stormwater runoff volume. Pervious Paving approaches may be technically infeasible where underlying soils are contaminated or other site constraints exist.
2. Green roofs shall be permitted for all building types.
3. Roof drains shall not outfall onto impervious pedestrian use areas and should instead be directed to underground storm drainage systems or a vegetated stormwater management system.
4. Irrigation systems are encouraged to first make use of all available surface stormwater runoff or other retained or detained stormwater as a water supply.
5. Bioretention systems, rain gardens, bioswales, tree filters, and other vegetated stormwater management systems are encouraged for treatment

of stormwater runoff from streets, parking lots, plazas, and other impervious surfaces. These vegetated stormwater management systems can include impermeable liners with underdrains to provide water quality treatment where infiltration is not technically feasible due to site contamination concerns.

6. Trees should be planted below the grade of the sidewalk and the street. Structural cells should be used for trees planted in tree wells, or in plazas or other paved areas, to ensure sufficient root space for healthy tree growth and to increase the stormwater management potential of the trees.
7. Special Detention Areas such as parking lots, rooftops (“blue roofs”), parks, plazas, and fields are areas primarily designated for other uses but that may be used for temporary infiltration and/or peak rate mitigation during storm events if the requirements herein are satisfied. Special Detention Areas shall be designed sensitive to land use context and public use requirements and the following conditions:
 - (a) Temporary storage areas must be located so that ponding will not significantly disrupt typical traffic (pedestrian/bicycle/vehicle) flow, and areas should be adequately sloped towards outlets to ensure complete drainage after storm events.
 - (b) Special Detention Areas shall be clearly identified as such and their use shall be restricted during and after storms.
 - (c) Emergency overflows shall be incorporated and designed to prevent excessive depths from occurring during extreme storm events or if the primary flow control structure/structures are clogged. In most cases, ponding depth shall not exceed 12 inches.
 - (d) Rooftop storage must consider structural support, HVAC requirements, waterproofing, emergency overflows, and all other building design considerations.
 - (e) Landscape or turf Special Detention Areas used for high-intensity public uses (community parks, athletic fields, greens, etc.) shall be located in areas of well-draining soils to guarantee public use is not compromised by excessively wet ground between rain events.

Sec. 6.16 Environmental

Sec. 6.1.A. General Provisions

The preservation and conservation of natural areas and native habitats in and around the Horizon City TOD is important. Conservation areas may provide recreational activities. Native vegetation shall be retained in conservation areas except for limited clearing required for trails, boardwalks, agricultural fencing, supporting infrastructure and existing agricultural uses. These areas shall be maintained free of invasive exotic plant species.

Sec. 6.17 Installation

Landscape and irrigation systems shall be installed in accordance with the approved plan.

8. Minor modifications may be made to the landscape design (plant materials and irrigation system), by the landscape architect or designer, so long as the changes comply with the minimum standards applicable to this chapter.
9. Minor modifications shall be allowed within the landscape area as long as those changes do not affect the plant size or required quantity and that the irrigation changes do not affect the hydraulic integrity of the system.
10. Landscape installation shall be in substantial conformance with the approved plans. Significant alterations in the design or installation without appropriate plan amendment approval is subject to withholding of final inspection approval.
11. Installation shall be completed prior to the building final inspection.
12. An individual with a state irrigator, irrigation technician, master plumber, or journeyman plumber license shall be on the project site during all irrigation installation work to review and inspect all progress and aspects of the installation.

Sec. 6.18 Maintenance

1. Landscaping and irrigation shall be regularly and properly maintained to ensure healthy and vigorous plant material. The property owner is responsible for regular weeding, mowing of grass, irrigating, fertilizing, pest prevention, pruning and other maintenance of all plantings as needed. Trees may not be trimmed beyond national nursery standards for any reason.
2. Landscaping which dies shall be replaced by the owner with another living plant that is comparable to the existing plant or plant materials specified in the approved landscape plan as expeditiously as possible, but in any event no later than 60 days after notification

from the City representative. The City representative may extend this time period up to an additional 30 days due to weather or due to events outside of the control of the property owner.

3. Maintenance and trimming of street trees and replacement of dead trees are the responsibility of the owner of the lot adjacent to or on which the trees are located. Street trees shall be maintained alive and healthy by the property owner of the lot adjacent the parkway or on which the tree is located.

IV. ADMINISTRATION

Sec. 6.19 Enforcement

1. Revocation of permit. Permits may be revoked in accordance with the provisions in the Horizon City Code.
2. Citations. Employees authorized by the City, to include but not be limited to the city development director and building official and their designees, and the code enforcement division, are authorized to enforce the provisions of this chapter and shall have the power to issue misdemeanor citations to any persons violating the provisions of this chapter.

Sec. 6.20 Appeals

When the City does not approve a landscape or irrigation plan, or the installation of these improvements, the owner or duly authorized representative may appeal in writing that decision. Where the unique characteristics of a particular lot are such that the landscape requirements cannot be met, the planning director or designee may waive up fifteen percent of the parking requirement below the minimum so that the minimum landscape requirement can be met or alternatively the missing landscape percentage can be waived. In cases where the property owner disagrees with the determination of the planning director or other designee of the city manager, the decision may be appealed in writing.

Sec. 6.21 Violations & Penalty

1. Civil and criminal penalties. The City shall have the power to administer and enforce the provisions of this chapter as may be required by governing law. Any person, firm, corporation or agent who shall violate a provision of this chapter, or fails to comply therewith, or with any of the requirements thereof, or who shall have erected, constructed, altered, repaired, installed, demolished or moved any landscaping or irrigation system, in violation of a detailed statement or drawing

submitted and permitted under this chapter, is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of a provision in this chapter is declared to be a nuisance.

2. Criminal prosecution. Any person violating any provision of this chapter shall, upon conviction, be fined a sum not exceeding two thousand dollars. Each day that a provision of this chapter is violated shall constitute a separate offense.
3. Civil remedies. Nothing in this chapter shall be construed as a waiver of the City’s right to bring a civil action to enforce the provisions of this chapter and to seek remedies as allowed by law, including, but not limited to the following:
 - a. Injunctive relief to prevent specific conduct that violates the ordinance or to require specific conduct that is necessary for compliance with the ordinance; and
 - b. A civil penalty up to five hundred dollars a day when it is shown that the defendant was actually notified of the provisions of the ordinance and after receiving notice committed acts in violation of the ordinance or failed to take action necessary for compliance with the ordinance; and
 - c. Other available relief.

Sec. 6.22 Severability

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this chapter.

Sec. 6.23 Rules

The following rules of construction shall apply:

- a. The singular number includes the plural and the plural the singular, unless the context clearly indicates the contrary.
- b. Words used in the present tense include the past and future tenses, and the future the present.
- c. The word ‘shall’ is always mandatory. The word ‘may’ is permissive.
- d. Words and terms not defined herein shall be interpreted in accord with Webster’s Third New International Dictionary, Copyright 1986.

Sec. 6.24 Definitions

The following terms as used in this chapter shall be defined as follows:

1. ‘Approved irrigator’ means a Texas licensed irrigator.
2. ‘Approved plant list’ means the list of plants and shrubs included in these guidelines.
3. ‘Automatic controller’ means a mechanical, electrical or hybrid solid state timing device,

capable of operating valve stations by set days of the week and the length of time of water application.

4. 'Backflow prevention device' means a safety device used to prevent pollution or contamination of the potable water supply due to the reverse flow of water from the irrigation system.
5. 'Berm, earthen' means an earthen mound designed to provide visual interest or screen undesirable views and decrease noise.
6. 'Caliper' means the measurement of the thickness of a tree; the minimum diameter of a tree as measured six inches above the grade for trees under four inches in diameter and twelve inches above grade for trees four inches in diameter and larger. For multiple trunk trees, the diameter shall be based on the caliper of the largest trunk plus half the caliper of the next three largest trunks.
7. 'Deciduous' means a plant that sheds its foliage annually.
8. 'Development' means all developments for parcels within the Horizon TOD area.
9. 'Director' means the city manager or designee.
10. 'Evergreen' means a plant with foliage that persists and remains green year round.
11. 'Finish grade' means the ground elevation in its final and finished state before any landscape is installed.
12. 'Frontage' means the property line where a parcel of land, lot, or site abuts a public right-of-way.
13. 'Frontage landscape buffer area' means the ten foot wide area from the public right-of-way line into the property, along the frontage street.
14. 'Grass'. See 'turf or turf grass.'
15. 'Gross building area' means the total enclosed area of a building exterior dimensions, excluding covered walkways or exterior fire escapes.
16. "Ground covering" means organic or inorganic material such as mulches and/or gravel used as ground covering.
17. 'Ground cover organic' means low growing plant material, other than turf grasses, installed in such a manner as to provide continuous cover of the ground surface.
18. 'Hardscape' means the use of solid non-organic materials such as rock or stone, concrete, asphalt, brick, or other similar type material.
19. 'Impervious soil' means soil which is extremely dense (cementitious sedimentary soil) through which water will not readily penetrate adding to potential stormwater runoff and consists of a rainfall coefficient of at least .95.
20. 'Impervious surfaces' means any surface such as roofing, solid surface plastic materials, solid surface

oil-impregnated materials, concrete, asphalt, etc. through which water will not readily penetrate adding to potential stormwater runoff and consists of a rainfall coefficient of 1.0.

21. 'Landscapable area' means that area of the lot that is required by this chapter to be landscaped, to include the frontage landscape buffer used to meet the landscape requirements specified in this chapter. It does not include the parkway or the parking lot trees.
22. 'Landscaping' means the improvement of a section of ground by contouring the land and planting any combination of living plants, such as trees, shrubs, vines, groundcover or grass, natural features such as rock, stone, bark chips or shavings.
23. 'Median' means the area within the public right-of-way, which separates two opposite directions of traffic.
24. 'Mulch' means organic and/or inorganic material, which is placed, to prevent erosion, lower soil temperature and maintain soil moisture levels.
25. 'Official' means the building official or his designee.
26. 'Palm' means a long-lived plant of the family Palmae having a minimum eight feet unbranched clear trunk crowned by large pinnate or palmate leaves.
27. 'Parking lot' for the purposes of this chapter, 'parking lot' means any paved or unpaved area, not including a street or alley right-of-way, containing one or more parking spaces for motor vehicles, designed in accordance with the requirements of the Horizon City Code, and intended as an accommodation for patrons, customers, and employees, either with or without a charge for such accommodation.
28. 'Parking spaces' means those spaces for the parking of any vehicle excluding eighteen-wheel tractors and their trailers.
29. 'Parkway' means that area of street right-of-way between the property line and the curb or, in the absence of a curb, between the property line and the nearest edge of the street paving.
30. 'Permeable surfacing' means materials with a permeable base.
31. 'Plant, native or well-adapted' means a commercially grown or legally harvested plant material hardy to the natural conditions of the region, which once established is capable of sustaining growth without supplemental watering.
32. 'Plant material' means the required trees and other plants that are required to be installed.
33. 'Pond' means a depression in the soil intended to retain and/or detain both stormwater and all excess irrigation water.

34. 'Project' means a specific development which is subject to the requirements as stated herein.
35. 'Shrub' means a woody plant, deciduous or evergreen, generally multi-stemmed with small branches near the ground, and smaller growing than a tree.
36. 'Street oriented building' means the placement of a building on a lot such that its principal orientation is toward the street and the principal entrance is from the sidewalk. Street oriented buildings prohibit parking in any space between the sidewalk and the building.
37. 'Stormwater' means a buildup of naturally occurring precipitation (water), which falls on any parcel of land (site or watershed) of any given size.
38. 'Structure' for the purposes of this chapter, 'structure' means that which is built or constructed, an edifice or building of any kind, with four walls and a roof that encloses the interior space from the outside elements, or other artificially built or constructed work.
39. 'Swale' means a landscape design using a depressed earthen channel of any depth or width designed to direct or move water to or from ponds, other swales, channels, arroyos or other drainage conveyance.
40. 'Texas Licensed Irrigator' means a person who sells, designs, offers consultations regarding, installs, maintains, alters, repairs, services or supervises the installation of an irrigation system, including the connection of such system to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under Title 30, Texas Administrative Code, Chapter 30.
41. 'Tree, buffer' means a deciduous or evergreen tree having a minimum of two inches caliper and ten feet in height which is planted with the frontage landscape buffer area of the property along the street frontage.
42. 'Tree, parking lot' means a deciduous or evergreen tree having a minimum of two inches caliper and ten feet in height, which is capable of obtaining a minimum canopy, spread of twenty feet at maturity. Branching structure shall be maintained at a minimum height of seven feet above the sidewalk area ground, three feet from the trunk; which is installed and located in a parking lot.
43. 'Tree, project' means a deciduous or evergreen tree having a minimum of two inches caliper and ten feet in height, which is capable of obtaining a minimum canopy spread of twenty feet at maturity that is required based on calculations determined by the provisions of this chapter. Branching structure shall be maintained at a minimum height of seven feet above the sidewalk area ground, three feet from the trunk.
44. 'Tree, street' means a deciduous or evergreen tree growing within the parkway or median of a street having a minimum of three inches caliper and twelve feet in height.
45. 'Tree grate' means a barrier with parallel or crossed bars blocking a passage but allows for tree trunk diameter growth.
46. 'Tree well' means the basin where the root ball of the tree is planted.
47. 'Turf or turf grass' means a surface layer of soil bound by grass and its roots into a thick mat that requires regular maintenance, mowing and watering.
48. 'Unit of plant material' means one project deciduous or evergreen tree having a minimum caliper size of two inches and a minimum height of ten feet and a minimum of forty-five plants of five-gallon size, which are a minimum of twelve inches in height.
49. 'Unmanned facility' means a structure which does not require a certificate of occupancy and is not occupied by any persons.
50. 'Vehicular loading area' means a paved area designed to accommodate the maneuvering, loading and unloading and parking of commercial vehicles having a length of less than twenty-seven feet.
51. 'Vehicular use area' means any area, excluding public rights-of-way, used for the purpose of driving, maneuvering, parking, storing or display of motor vehicles and other parking lot uses.
52. 'Visibility triangle' means the area formed by the intersecting property lines and a diagonal line joining the property lines at the points twenty feet from their intersection on the corner lot at the intersecting corner.
53. 'Water harvesting' means the process of intercepting irrigation or stormwater from a surface such as a roof, parking area or land surface and putting it to beneficial use thereby reducing runoff and making maximum use of irrigation and rain water.
54. 'Weed barrier' means a porous overlay material used beneath mulch materials to reduce the germination and growth of unwanted plant material while allowing the percolation of water.

Appendix A

LIGHT IMPRINT STORM DRAINAGE	T3: SUB-URBAN	T4: URBAN	T5: MIXED USE CENTER	C: CIVIC
PAVING				
COMPACTED EARTH	■			
WOOD PLANKS	■			
PLASTIC MESH/GEOMAT	■	■		
CRUSHED STONE/SHELL	■	■		
CAST/PRESSED CONCRETE PAVER BLOCK	■	■	■	■
GRASSED CELLULAR PLASTIC	■	■	■	■
GRASSED CELLULAR CONCRETE	■	■	■	■
PERVIOUS ASPHALT	■	■	■	■
ASPHALT	■	■	■	■
CONCRETE	■	■	■	■
PERVIOUS CONCRETE	■	■	■	■
STAMPED ASPHALT	■	■	■	■
STAMPED CONCRETE	■	■	■	■
PEA GRAVEL		■	■	■
STONE/MASONRY PAVING BLOCKS		■	■	■
WOOD PAVING BLOCKS ON CONCRETE			■	■
ASPHALT PAVING BLOCKS			■	■
CHANNELING				
NATURAL CREEK				
TERRACING	■			
VEGETATIVE SWALE	■			
DRAINAGE DITCH	■			
STONE/RIP RAP CHANNELS	■	■		
VEGETATIVE/STONE SWALE	■	■	■	■
GRASSED CELLULAR PLASTIC	■	■	■	■
GRASSED CELLULAR CONCRETE	■	■	■	■
SOAKAWAY TRENCH	■	■	■	■
SLOPE AVENUE	■	■	■	■
FRENCH DRAIN	■	■	■	■
SHALLOW CHANNEL FOOTPATH/RAINWATER CONVEYOR	■	■	■	■
CONCRETE PIPE	■	■	■	■
GUTTER	■	■	■	■
PLANTING STRIP TRENCH	■	■	■	■
MASONRY TROUGH		■	■	■
CANAL		■	■	■

DRAFT

LIGHT IMPRINT STORM DRAINAGE	T3: SUB-URBAN	T4: URBAN	T5: MIXED USE CENTER	C: CIVIC
SCULPTED WATERCOURSE, I.E. CASCADES			■	■
CONCRETE TROUGH			■	■
ARCHIMEDEAN SCREW			■	■
STORAGE				
IRRIGATION POND	■			
RETENTION BASIN WITH SLOPING BANK	■			
RETENTION BASIN WITH FENCE	■	■		
RETENTION HOLLOW	■	■		
DETENTION POND	■	■		
VEGETATIVE PURIFICATION BED	■	■	■	■
FLOWING PARK	■	■	■	■
RETENTION POND	■	■	■	■
LANDSCAPED TREE WELL		■	■	■
POOL/FOUNTAIN		■	■	■
UNDERGROUND VAULT/PIPE/CISTERN		■	■	■
GRATED TREE WELL			■	■
UNDERGROUND WAUL/PIPE/CICTERN-PLASTIC			■	■
PAVED BASIN			■	■
FILTRATION				
WETLAND/SWAMP				
FILTRATION PONDS				
SHALLOW MARSH	■			
SURFACE LANDSCAPE	■			
NATURAL VEGETATION	■	■	■	■
CONSTRUCTED WETLAND	■			
BIO-RETENTION SWALE	■	■		
PURIFICATION BIOTYPE	■	■	■	■
GREEN FINGER	■	■	■	■
ROOF GARDEN	■	■		
RAIN GARDEN	■	■		
DETENTION POND	■	■		
GRASSED CELLULAR PLASTIC	■	■		
GRASSED CELLULAR CONCRETE	■	■		
WATERSCAPES		■	■	■

Appendix B

TOD APPROVED PLANT LIST				
SCIENTIFIC NAME	COMMON NAME	STREET / BUFFER TREE	PROJECT TREE	PARKING LOT TREE
LARGE TREES (50' OR MORE)				
CALOCEDRUS DECURRENS	INCENSE CEDAR SELECTIONS	NO	YES	NO
CARYA ILLINOENSIS	PECAN	NO	YES	NO
CEDRUS DEODARA	DEODAR CEDAR	NO	YES	NO
CUPRESSUS SEMPERVIRENS	ITALIAN CYPRESS	NO	NO	NO
FRAXINUS TEXENSIS	TEXAS ASH	NO	YES	YES
GYMNOCLADUS DIOICUS	KENTUCKY COFFEE TREE	NO	YES	NO
JUGLANS ARIZONICA	ARIZONA WALNUT	NO	YES	YES
MACLURA POMIFERA	OSAGE ORANGE	YES	YES	NO
PINUS ELДАРICA	AFGHAN, MONDEL PINE	YES	YES	YES
PINUS ENGLEMANIA	APACHE PINE	YES	YES	NO
PINUS HALEPENSIS	ALEPPO PINE	YES	YES	YES
PINUS PINEA	ITALIAN STONE PINE	YES	YES	YES
PINUS ROXBURGHII	CHIR PINE	YES	YES	YES
PLATANUS WRIGHTII	ARIZONA SYCAMORE	NO	YES	NO
POPULUS DELTOIDES	COTTONWOOD	NO	YES	NO
POPULUS FREMONTII	ARIZONA COTTONWOOD	NO	YES	NO
QUERCUS AGRIFOLIA	COASTAL OAK	YES	YES	YES
QUERCUS LOBATA	VALLEY OAK	YES	YES	YES
QUERCUS MACROCARPA	BUR OAK	NO	YES	YES
QUERCUS MUHLENBERGII	CHINQUAPIN OAK	YES	YES	YES
QUERCUS POLYMORPHA	MEXICAN WHITE OAK	YES	YES	YES
TAXODIUM MUCRONATUM	MONTEZUMA CYPRESS	NO	YES	YES
WASHINGTONIA FILIFERA	CALIFORNIA FAN PALM	NO	CLUSTERED ONLY	CLUSTERED ONLY
WASHINGTONIA ROBUSTA	MEXICAN FAN PALM	NO	CLUSTERED ONLY	CLUSTERED ONLY
MEDIUM TREES (BETWEEN 30' AND 49')				
ACACIA STENOPHYLLA	SHOESTRING ACACIA	NO	YES	YES

ACER GRANDIDENTATUM	BIGTOOTH MAPLE	NO	YES	NO
BRAHEA ARMATA	MEXICAN BLUE PALM	NO	CLUSTERED ONLY	NO
CEDRUS ATLANTICA	BLUE ATLAS CEDAR	NO	YES	NO
CELTIS LAEVIGATA VAR. LAEVIGATA	HACKBERRY OR SUGARBERRY	YES	YES	YES
CUPRESSUS ARIZONICA (C. GLABRA)	ARIZONA CYPRESS SELECTIONS	YES	YES	NO
CUPRESSOCYPARIS LEYLANDII	LEYLAND CYPRESS	YES	YES	NO
FRAXINUS ANGUSTIFOLIA (F. OXYCARPA)	RAYWOOD ASH	YES	YES	YES
FRAXINUS VELUTINA	ARIZONA OR VELVET ASH SELECTIONS	NO	YES	YES
GLEDITSIA TRIACANTHOS INERMIS	THORNLESS HONEYLOCUST SELECTIONS	NO	YES	NO
JUGLANS MICROCARPA	NOGALITO, LITTLE LEAF WALNUT	YES	YES	YES
JUNIPERUS SCOPULORUM	ROCKY MOUNTAIN JUNIPER SELECTIONS	YES	YES	NO
JUNIPERUS VIRGINIANA	EASTERN RED CEDAR SELECTIONS	YES	YES	NO
PHOENIX DACTYLIFERA	DATE PALM	NO	CLUSTERED ONLY	CLUSTERED ONLY
PINUS CEMBROIDES	MEXICAN PINYON PINE	YES	YES	NO
PISTACIA ATLANTICA	MT. ATLAS PISTACHE	YES	YES	YES
PISTACIA CHINENSIS	CHINESE PISTACHE SELECTIONS	YES	YES	YES
PROSOPIS GLANDULOSA VAR. GLANDULOSA	HONEY MESQUITE	YES	YES	YES
PRUNUS SEROTINA	SOUTHWESTERN CHOKE CHERRY	NO	YES	NO
QUERCUS ARIZONICA	ARIZONA WHITE OAK	YES	YES	YES
QUERCUS BUCKLEYI	TEXAS RED OAK, SPANISH OAK	YES	YES	YES
QUERCUS FUSIFORMIS	ESCARPMENT LIVE OAK	YES	YES	YES
QUERCUS GRAVESII	CHISOS RED OAK	YES	YES	YES
QUERCUS GRISEA	GRAY OAK	YES	YES	YES
QUERCUS LACEYI	LACEY OAK	YES	YES	YES
QUERCUS SUBER	CORK OAK	YES	YES	YES

QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	YES	YES	YES
ROBINIA X AMBIGUA	PINK/PURPLE LOCUST	YES	YES	NO
SALIX GOODINGII	GOODING WILLOW	NO	YES	NO
SAPINDUS SAPONARIA VAR. DRUMMONDII	WESTERN SOAPBERRY	YES	YES	YES
SOPHORA JAPONICA	JAPANESE PAGODA TREE	NO	YES	YES
ULMUS CRASSIFOLIA	CEDAR ELM	YES	YES	YES
ULMUS PARVIFLORA	LACEBARK ELM	YES	YES	YES
SMALL TREES (LESS THAN 30')				
ACACIA FARNESIANA (A. SMALLII)	SWEET ACACIA	YES	YES	NO
ACACIA GREGGII (A. WRIGHTII)	CATCLAW ACACIA	NO	YES	NO
ARBUTUS XALAPENSIS	TEXAS MADRONE	NO	NO	NO
BUMELIA LANUGINOSA	CHITTAMWOOD, GUM BUMELIA	YES	YES	NO
CELTIS LAEVIGATA VAR. RETICULATA	NETLEAF OR CANYON HACKBERRY	YES	YES	YES
CERCIS CANADENSIS VAR. MEXICANA	MEXICAN REDBUD	YES	YES	NO
CERCIS CANADENSIS VAR. TEXANA	TEXAS REDBUD	YES	YES	NO
CHAMAEROPS HUMILIS	MEDITERRANEAN FAN PALM	NO	CLUSTERED ONLY	CLUSTERED ONLY
CHILOPSIS LINEARIS	DESERT WILLOW	YES	YES	YES
CORDIA BOSSERII	MEXICAN OLIVE	YES	YES	NO
COTINUS COGGYGRIA	SMOKETREE	NO	YES	NO
DIOSPYROS TEXANA	TEXAS PERSIMMON	NO	YES	NO
FRAXINUS CUSPIDATA	FRAGRANT ASH	NO	YES	NO
JUNIPERUS CHINENSIS 'BLUE POINT'	BLUE POINT JUNIPER	NO	YES	NO
JUNIPERUS DEPPEANA	ALLIGATOR JUNIPER	YES	YES	NO
JUNIPERUS MONOSPERMA	ONE-SEEDED JUNIPER	YES	YES	NO
KOELREUTERIA PANICULATA	GOLDEN RAIN TREE	NO	YES	YES
LEUCEANA RETUSA	GOLDENBALL LEADTREE	YES	YES	NO
PARKINSONIA X CERCIDIUM "DESERT MUSEUM"	PALO VERDE HYBIRDS	YES	YES	YES
PARKINSONIA FLORIDUM	BLUE PALO VERDE	YES	YES	YES
PARKINSONIA MICROPHYLLUM	FOOTHILLS PALO VERDE	YES	YES	YES
PINUS EDULIS	PINYON PINE	NO	YES	NO
PINUS THUNBERGIANA	JAPANESE BLACK PINE	NO	YES	NO

PISTACIA MEXICANA (P. TEXANA)	TEXAS PISTACHE	YES	YES	NO
PROSOPIS GLANDULOSA VAR. TORREYANA	TORREY MESQUITE	YES	YES	NO
PROSOPIS PUBESCENS	SCREWBEAN MESQUITE	YES	YES	NO
PRUNUS MEXICANA	MEXICAN PLUM	YES	YES	NO
QUERCUS GAMBELII	GAMBEL'S OAK	YES	YES	NO
QUERCUS ILEX	HOLLY OAK	YES	YES	YES
QUERCUS OBLONGIFOLIA	MEXICAN BLUE OAK	YES	YES	NO
QUERCUS PUNGENS (Q. VASEYI)	SANDPAPER OAK	YES	YES	NO

SHRUBS	
ABELIA GRANDIFLORA	GLOSSY ABELIA
ACACIA BERLANDIERI	GUAJILLO
ACACIA CONSTRICTA	WHITETHORN ACACIA
ACACIA RIGIDULA	BLACKBRUSH ACACIA
ALOYSIA GRATISSIMA (A. LYCIOIDES)	WHITE BEEBRUSH
AMORPHA FRUTICOSA	FALSE INDIGO BUSH
ANISACANTHUS QUADRIFIDUS VAR. WRIGHTII	FLAME ACANTHUS
ANISACANTHUS THURBERI	DESERT HONEYSUCKLE
ARTEMISIA FILIFOLIA	SAND SAGEBRUSH
ATRIPLEX CANESCENS	FOUR-WING SALTBUCH
BAUHINIA LUNARIOIDES (B. CONGESTA)	ANACACHO ORCHID TREE
BERBERIS HAEMATOCARPA	RED BARBERRY
BERBERIS THUNBERGII 'ATROPURPUREA'	RED-LEAF JAPANESE BARBERRY
BERBERIS TRIFOLIOLATA	ALGERITA, AGARITO
BUDDLEJA DAVIDII	BUTTERFLY BUSH
BUDDLEJA MARRUBIIFOLIA	WOOLLY BUTTERFLY BUSH
CAESALPINIA GILLIESII	DESERT BIRD-OF-PARADISE
CAESALPINIA MEXICANA	MEXICAN BIRD-OF-PARADISE
CAESALPINIA PULCHERRIMA	RED BIRD-OF-PARADISE
CALLIANDRA ERIOPHYLLA	FAIRY DUSTER
CALLIANDRA X HYBRID "RED STAR"	RED FAIRY DUSTER HYBRID
CERCOCARPUS LEDIFOLIUS	CURLLEAF MT. MAHOGANY
CERCOCARPUS MONTANUS	MOUNTAIN MAHOGANY
CHRYSACTINIA MEXICANA	DAMIANITA
CORDIA PARVIFOLIA	LITTLELEAF CORDIA
COTONEASTER LACTEUS "PARNEYI"	RED CLUSTERBERRY
DALEA BICOLOR V. BICOLOR	BLUE DALEA
DALEA FRUTESCENS	BLACK DALEA
DALEA LUTEA	YELLOW DALEA
DALEA PULCHRA	INDIGO BUSH
DALEA VERSICOLOR VAR. SESSILIS	WISLIZENII DALEA
ELAEAGNUS PUNGENS	SILVERBERRY
ERICAMERIA LARICIFOLIA	TURPENTINE BUSH
ERICAMERIA NAUSEOUS (CHRYSOTHAMNUS NAUSEOUS)	RUBBER RABBITBUSH
ERIOGONUM FASCICULATUM	FLATTOP BUCKWHEAT

ERIOGONUM WRIGHTII	WRIGHT'S BUCKWHEAT
EUONYMUS JAPONICA	EVERGREEN EUONYMUS SELECTIONS
EYSENHARDTIA ORTHOCARPA	ARIZONA KIDNEYWOOD
EYSENHARDTIA TEXANA	TEXAS KIDNEYWOOD
FALLUGIA PARADOXA	APACHE PLUME
FEIJOA SELLOWIANA	PINEAPPLE GUAVA
FENDLERA RUPICOLA	CLIFF FENDLERBUSH
FORESTIERA PUBESCENS (F. NEOMEXICANA)	NEW MEXICO PRIVET
FRAXINUS GREGGI	LITTLELEAF ASH
ILEX VOMITORIA	YAUPON HOLLY SELECTIONS
JUNIPERUS CHINENSIS	CHINESE JUNIPER SELECTIONS
KRASCHENINNIKOVIA LANATA (CERATOIDES LANATA)	WINTERFAT
LAGERSTROEMIA INDICA	CREPE MYRTLE
LANTANA CAMARA	BUSH LANTANA
LANTANA HORRIDA	TEXAS LANTANA
LARREA TRIDENTATA	CREOSOTE BUSH
LEUCOPHYLLUM CANDIDUM	SILVER LEAF SELECTIONS
LEUCOPHYLLUM FRUTESCENS	TEXAS SAGE SELECTIONS
LEUCOPHYLLUM LAEVIGATUM	CHIHUAHUAN RAIN SAGE
LEUCOPHYLLUM LANGMANIAE	CINNAMON SAGE SELECTIONS
LEUCOPHYLLUM PRUINOSUM	FRAGRANT SAGE
LEUCOPHYLLUM REVOLTUM	CURL LEAF SAGE
LEUCOPHYLLUM ZYGOPHYLLUM	BLUE RANGER
LONICERA ALBIFLORA	WHITE HONEYSUCKLE
MIMOSA DYSOCARPA	VELVETPOD MIMOSA
NANDINA DOMESTICA	HEAVENLY BAMBOO
NERIUM OLEANDER	OLEANDER SELECTIONS
PARTHENIUM INCANUM	MARIOLA
PHILADEPHUS MICROPHYLLA	LITTLE LEAF MOCK ORANGE
PLATYCLADUS ORIENTALIS (THUJA ORIENTALIS)	ORIENTAL ARBORVITAE
POLIOMINTHA MADERENSIS	LAVENDER SPICE
POLIOMINTHA INCANA	DESERT ROSEMARY
PRUNUS TRILOBA	FLOWERING ALMOND
PTELEA TRIFOLIATA	HOP TREE
PUNICA GRANATUM	POMEGRANATE SELECTIONS
PURSHIA MEXICANA (COWANIA MEXICANA)	CLIFFROSE
PYRACANTHA SPECIES	PYRACANTHA SELECTIONS
QUERCUS TURBINELLA	SHRUB OAK
RAPHIOLEPIS INDICA	INDIAN HAWTHORNE SELECTIONS
RHUS GLABRA	SMOOTH SUMAC
RHUS MICROPHYLLA	LITTLELEAF SUMAC
RHUS OVATA	SUGAR BUSH
RHUS TRILOBATA	THREELEAF SUMAC SELECTIONS
RHUS VIRENS (R. CHORIOPHYLLA)	EVERGREEN SUMAC
ROSA BANKSIAE	LADY BANK'S ROSE
ROSMARINUS OFFICINALIS	ROSEMARY
SALVIA CLEVELANDII	CHAPARRAL SAGE
SALVIA GREGGII	AUTUMN SAGE SELECTIONS
SALVIA MICROPHYLLA	BABY SAGE SELECTIONS

SANTOLINA CHAMAECYPARISSUS (S. INCANA)	GREY LAVENDER COTTON
SANTOLINA ROSMARINIFOLIA (S. VIRENS)	GREEN LAVENDER COTTON
SENNA ARTEMISIOIDES (CASSIA ARTEMISIOIDES)	FEATHER SENNA
SENNA LINDHEIMERIANA (CASSIA LINDHEIMERIANA)	VELVET-LEAF SENNA
SENNA NEMOPHILA (CASSIA NEMOPHILA)	DESERT SENNA
SENNA WISLIZENII (CASSIA WISLIZENII)	SHRUBBY SENNA
SOPHORA SECUNDIFLORA	TEXAS MOUNTAIN LAUREL
SPARTIUM JUNCEUM	SPANISH BROOM
TECOMA STANS VAR. ANGUSTATA	YELLOW BELLS
TECOMA X ALATA	ORANGE JUBILEE
TRACHYCARPUS FORTUNEI	WINDMILL PALM
TRIXIS CALIFORNICA	TRIXIS
UNGNADIA SPECIOSA	MEXICAN BUCKEYE
VAUQUELINIA CALIFORNICA	ARIZONA ROSEWOOD
VAUQUELINIA CORYMBOSA V. HETERODON	MEXICO ROSEWOOD
VAUQUELINIA CORYMBOSA V. AUGUSTIFOLIA	CHISOS ROSEWOOD
VIGUIERA STENOLOBA	SKELETON LEAF
ZIZYPHUS OBTUSIFOLIA	GRAYTHORN
ACCENT PLANTS	
AGAVE SPECIES	CENTURY PLANT SELECTIONS
DASYLIRION SPECIES	SOTOL SELECTIONS
EPHEDRA SPECIES	JOINT FIR, MORMON TEA SELECTIONS
EUPHORBIA ANTISYPHILITICA	CANDELLIA
EUPHORBIA MYRSIRITES	BLUE SPURGE
EUPHORBIA RIGIDA (E. BIGLANDULOSA)	GOPHER PLANT
HECTIA TEXANA	FALSE AGAVE
HESPERALOE SPECIES	FALSE YUCCA SELECTIONS
JATROPHA DIOICA	LEATHERSTEM
NOLINA SPECIES	BEARGRASS SELECTIONS
OPUNTIA SPECIES	PRICKLEY PEAR, CHOLLA SELECTIONS
YUCCA SPECIES	YUCCA SELECTIONS
ORNAMENTAL GRASSES	
ARISTIDA PURPUREA	PURPLE THREEAWN
BOUTELOUA SPECIES	GRAMA GRASSES
MUHLENBERGIA SPECIES	MUHLEY GRASS SELECTIONS
NASELLA TENNUISSIMA (STIPA TENNUISSIMA)	FEATHER GRASS
ORYZOPSIS HYMENOIDES	INDIAN RICE GRASS
PANICUM VIRGATUM	SWITCH GRASS SELECTIONS
PENNISETUM SETACEUM "RUBRUM"	RED / PURPLE FOUNTAIN GRASS
SCHIZACHRIUM SCOPARIUM	LITTLE BLUESTEM
SPOROBOLUS WRIGHTII	GIANT SACATON
TURF GRASSES	
BUCHLOE DACTYLOIDES	BUFFALOGRASS SELECTIONS
CYNODON DACTYLON	HYBRID BERMUDAGRASS SELECTIONS

DRAFT

LOLIUM PERENNE	PERENNIAL RYE GRASS SELECTIONS
POA ARACHNIFERA	TEXAS BLUEGRASS
ZOYSIA SPECIES	ZOYSIA TURF SELECTIONS
GROUND COVERS	
ACACIA REDOLENS	PROSTRATE ACACIA
ACALYPHA MONOSTACHYA	COPPERLEAF
ARTEMISIA LUDOVICIANA	WHITE OR PRAIRIE SAGEBRUSH
BACCHARIS PILULARIS	COYOTE BUSH
BACCHARIS PILULARIS X SAROTHOIDES	DWARF COYOTE BUSH HYBRIDS
CARPOBROTUS CHILENSIS	CALIFORNIA ICE PLANT
CARPOBROTUS EDULIS	COMMON ICE PLANT
COTONEASTER GLAUCOPHYLLUS	GREY LEAFED COTONEASTER
COTONEASTER HORIZONTALIS	ROCK COTONEASTER
DALEA CAPITATA	LEMON DALEA
DALEA GREGGII	PROSTRATE OR TRAILING INDIGO BUSH
DELOSPERMA COOPERI	HARDY ICE PLANT
DELOSPERMA NUBIGENUM	HARDY YELLOW ICEPLANT
DICHONDRA ARGENTA	SILVER PONYFOOT
DROSANTHEMUM SPECIOSUM	ICE PLANT
GAZANIA RIGENS LEUCOLAENA	TRAILING GAZANIA
GLANDULARIA RIGIDA (VERBENA RIGIDA)	SANDPAPER VERBENA
GLANDULARIA PULCHELLA (VERBENA TENUISECTA)	MOSS VERBENA
JUNIPERUS HORIZONTALIS	JUNIPER GROUNDCOVER SELECTIONS
JUNIPERUS SABINA	JUNIPER GROUNDCOVER SELECTIONS
LANTANA MONTEVIDENSIS	TRAILING PURPLE
LANTANA X	LANATANA HYBRIDS
MAHONIA REPENS	CREEPING MAHONIA
MALEPORA CROCEA	RED ICEPLANT
MALEPORA LUTEA	YELLOW ICE PLANT
MARSILEA MACROPODA	FERN CLOVER
MIRABILIS MULTIFLORA	GIANT FOUR O'CLOCK
OENOTHERA SPECIOSA	MEXICAN PRIMROSE
OENOTHERA STUBBEI	BAJA EVENING PRIMROSE
PHYLA NODIFLORA VAR. INCISA	FROGFRUIT
TEUCRIUM X LUCIDRYS (T. CHAMADRYIS)	GERMANDER
TRACHELOSPERMUM JASMINOIDES	STAR JASMINE
TRACHELOSPERMUM ASIATICUM	ASIAN JASMINE
VINCA MAJOR	PERIWINKLE
VINCA MINOR	DWARF PERIWINKLE
ZINNIA GRANDIFLORA	PLAINS ZINNIA, ROCKY MOUNTAIN ZINNIA
VINES	
ANTIGONON LEPTOPUS	CORAL VINE
CAMPSIS RADICANS	TRUMPET VINE
CISSUS TRIFOLIATA	ARIZONA GRAPE IVY
CLEMATIS DRUMMONDII	DESERT CLEMATIS
CLEMATIS LINGUSTICIFOLIA	WESTERN VIRGIN'S BOWER
FALLOPIA AUBERTII (POLYGONUM AUBERTII)	SILVER LACE VINE
GELSEMIUM SEMPERVIRENS	CAROLINA JESSAMINE

HEDERA SPECIES	IVY SELECTIONS
LONICERA JAPONICA	JAPANESE HONEYSUCKLE SELECTIONS
LONICERA SEMPERVIRENS	CORAL HONEYSUCKLE
MACFADYENA UNGUIS-CATI	YELLOW CATCLAW VINE
MASCAGNIA LILACINA	PURPLE ORCHID VINE
PARTHENOCISSUS INSERTA	WOODBINE
PARTHENOCISSUS QUINQUEFOLIA	VIRGINIA CREEPER
WISTERIA SINENSIS	CHINESE WISTERIA
COLOR PERENNIALS	
AGAPANTHUS AFRICANUS	LILY OF THE NILE
ALLIUM TUBEROSUM	GARLIC CHIVES
AQUILEGIA CHRYSANTHA	GOLDEN COLUMBINE
ARTEMISIA SCHMIDTIANA 'SILVERMOUND'	SILVERMOUND
ARTEMISIA X 'POWIS CASTLE'	ARTEMISIA HYBRID
ASCLEPIAS TUBEROSA	BUTTERFLY WEED
BAILEYA MULTIRADIATA	DESERT MARIGOLD
BERLANDIERA LYRATA	CHOCOLATE DAISY
BULBINE FRUTESCENS	BULBINE
CALLIRHOE INVOLUCRATA	WINECUPS
CALYLOPHUS HARTWEGII	SUN DROPS
CENTAUREA CINERARIA	DUSTY MILLER
CONOCLINIUM GREGGII (EUPATORIUM GREGGII)	BLUE MIST FLOWER
COREOPSIS LANCEOLATA	COREOPSIS
ECHINACEA PURPUREA	PURPLE CONEFLOWER
ENGELMANNIA PERISTENIA	CUTLEAF DAISY
EPILOBIUM LATAFOLIUM (ZAUSCHNERIA LATAFOLIUM)	HUMMINGBIRD TRUMPET
ERYSIMUM HIERACIFOLIUM	SIBERIAN WALLFLOWER
GAILLARDIA ARISTATA	BLANKET FLOWER SELECTIONS
GAURA LINDHEIMERI	GAURA
GAZANIA X HYBRIDS	CLUMPING GAZANIA
GLANDULARIA GOODINGII (VERBENA GOODINGII)	GOODING VERBENA
HELIANTHUS MAXIMILIANI	MAXIMILIAN SUNFLOWER
HEMEROCALLIS SPECIES	DAYLILY SELECTIONS
HIBISCUS COULTERI	YELLOW DESERT MALLOW
IRIS SPECIES	IRIS SELECTIONS
LIATRIS PUNCTATA	GAYFEATHER
LINUM LEWISII	BLUE FLAX
LOBELIA CARDINALIS	CARDINAL FLOWER
LOBELIA LAXIFOLIA	LOOSE-FLOWERED LOBELIA
MALVAVISCUS DRUMMONDII (M. ARBOREUS)	TURK'S CAP
MELAMPODIUM LEUCANTHUM	BLACKFOOT DAISY
MENDORA LONGIFLORA	SHOWY MENDORA
MONARDA FISTULOSA VAR. MENTHIFOLIA	BEEBALM OR BERGAMOT
NIEREMBERGIA HIPPOMANICA	CUP FLOWER
OENOTHERA CAESPITOSA	TUFTED EVENING PRIMROSE
OENOTHERA MACROPODA (O. MISSOURIENSIS)	MISSOURI EVENING PRIMROSE
PAVONIA HASTATA	PINK PAVONIA
PAVONIA LASIOPETALA	ROSE PAVONIA
PENSTEMON AMBIGUUS	SAND OR PLAINS PENSTEMON

PENSTEMON AMPHELLOREA	MEXICAN PENSTEMON
PENSTEMON BACCHARIFOLIUS	ROCK PENSTEMON
PENSTEMON BARBATUS	SCARLET BUGLER
PENSTEMON CARDINALIS	CARDINAL PENSTEMON
PENSTEMON EATONII	FIRECRACKER PENSTEMON
PENSTEMON HAVARDII	HARVARD PENSTEMON
PENSTEMON PALMERI	PALMERS PENSTEMON
PENSTEMON PARRYI	PARRY'S PENSTEMON
PENSTEMON PSEUDOSPECTABILIS	CANYON PENSTEMON
PENSTEMON SUPERBUS	SUPERB PENSTEMON
PENSTEMON THURBERI	THURBERS PENSTEMON
PENSTEMON TRIFLORUS	HILL COUNTRY PENSTEMON
PENSTEMON WRIGHTII	WRIGHT'S PENSTEMON
PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE
PLUMBAGO AURICULATA	CAPE PLUMBAGO
PLUMBAGO SCANDENS	WHITE PLUMBAGO
PSILOSTROPHE TAGETINA	PAPER FLOWER
RATIBIDA COLUMNARIS	MEXICAN HAT OR CONEFLOWER
SALVIA CHAMAEDRYOIDES	MEXICAN BLUE SAGE
SALVIA FARINACEAE	MEALY BLUE SAGE
SALVIA LEUCANTHA	MEXICAN SAGE
SALVIA ROEMERIANA	CEDAR SAGE
SCUTELLARIA SUFFRUTESCENS	PINK SKULLCAP
SENECIO FLACCIDA	THREADLEAF GROUNDSEL
SPHAERALCEA AMBIGUA	GLOBE MALLOW
STACHYS COCCINEA	SCARLET HEDGENETTLE

DIVISION 7: IRRIGATION STANDARDS

Sec. 7.1 Title

This Chapter shall be known as the Irrigation Ordinance for the Horizon City TOD.

Sec. 7.2 Valid License Required

Any person who connects an irrigation system to the water supply within the TOD area, must hold a valid license, as defined by Title 30, Texas Administrative Code, Chapter 30 and required by Chapter 1903 of the Texas Occupations Code, or as defined by Chapter 365, Title 22 of the Texas Administrative Code and required by Chapter 1301 of the Texas Occupations Code.

Exemptions:

A property owner is not required to be licensed in accordance with Texas Occupations Code, Title 12, §1903.002(c)(1) if he or she is performing irrigation work in a building or on a premises owned or occupied by the person as the person's home. A home or property owner who installs an irrigation system must meet the standards contained in Title 30, Texas Administrative Code, Chapter 344 regarding spacing, water pressure, spraying water over impervious materials, rain or moisture shut-off devices or other technology, backflow prevention and isolation valves.

Sec. 7.3 Permit Required

Any person installing an irrigation system within the TOD area is required to obtain a permit from the city. Any plan approved for a permit must be in compliance with the requirements of this chapter. For all projects in the TOD area, these guidelines shall apply and the normal city of Horizon landscape and irrigation shall not apply.

Sec. 7.4 Backflow Prevention Methods and Devices

1. Any irrigation system that is connected to the potable water supply must be connected through a backflow prevention method approved by the Texas Commission on Environmental Quality (TCEQ). The backflow prevention device must be approved by the American Society of Sanitary Engineers; or the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California; or the International Plumbing Code; or any other laboratory that has equivalent capabilities for both the laboratory and field evaluation of backflow prevention assemblies. The backflow prevention device must be installed in accordance with the laboratory approval standards or if the approval does not include specific installation information, the manufacturer's current published

recommendations. As an example, a FEBCO 825Y may be used for commercial projects and a FEBCO 765Y may be used for residential projects.

2. If conditions that present a health hazard exist, one of the following methods must be used to prevent backflow;
 - a. Reduced pressure principle backflow prevention assemblies may be used if:
 - (1) the device is installed at a minimum of 12 inches above ground in a location that will ensure that the assembly will not be submerged; and
 - (2) drainage is provided for any water that may be discharged through the assembly relief valve.
 - b. Pressure vacuum breakers may be used if:
 - (1) no back-pressure condition will occur; and
 - (2) the device is installed at a minimum of 12 inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler.
3. Backflow prevention devices used in applications designated as health hazards must be tested upon installation and annually thereafter.
4. If an existing irrigation system without a backflow-prevention assembly requires major maintenance, alteration, repair or service, the system must be connected to the potable water supply through an approved, properly installed backflow prevention method before any major maintenance, alteration, repair or service is performed.
5. If an irrigation system is connected to a potable water supply through a pressure vacuum breaker or reduced pressure principle backflow assembly and includes an automatic master valve on the system, the automatic master valve must be installed on the discharge side of the backflow prevention assembly.
6. The irrigation shall ensure the backflow prevention device is tested by a licensed Backflow Prevention Assembly Tester prior to being placed in service and the test results provided to the local water purveyor and the irrigation system's owner or owner's representative within ten business days of testing of the backflow prevention device

Sec. 7.5 Specific Conditions and Cross-Connection Control

298. Before any chemical is added to an irrigation system connected to the potable water supply, the irrigation

system must be connected through a reduced pressure principle backflow prevention assembly or air gap.

2. Connection of any additional water source to an irrigation system that is connected to the potable water supply can only be done if the irrigation system is connected to the potable water supply through a reduced-pressure principle backflow prevention assembly or an air gap.
3. Irrigation system components with chemical additives induced by aspiration, injection, or emission system connected to any potable water supply must be connected through a reduced pressure principle backflow device.

Sec. 7.6 Water Conservation

All irrigation systems shall be designed, installed, maintained, altered, repaired, serviced and operated in a manner that will promote water conservation as defined in the Definitions section of this ordinance.

Sec. 7.7 Irrigation Plans Required

1. Projects that are subject to the requirements of this chapter, shall require submission of separate plans for landscaping and irrigation. The irrigation plan shall be designed and sealed by one of the following:
 - a. An irrigator who holds a license issued by the Texas Commission on Environmental Quality under Chapter 37, Texas Water Code; or
 - b. An architect registered in the State of Texas, to the extent the architect’s acts are incidental to the pursuit of the architect’s profession; or
 - c. An engineer licensed in the State of Texas, to the extent the engineer’s acts are incidental to the pursuit of the engineer’s profession; or
 - d. A landscape architect who holds a certificate of registration issued pursuant to State Occupations Code Chapter 1052, to the extent the landscape architect’s acts are incidental to the pursuit of the landscape architect’s profession.
2. The design professional shall prepare an irrigation plan for each site where a new irrigation system will be installed. A paper copy of the irrigation plan must be on the job site at all times during the installation of the irrigation system. A drawing showing the actual installation of the system is due to each irrigation system owner after all new irrigation system installations. During the installation of the irrigation system, variances from the original plan may be authorized by the design professional if the variance from the plan does not:
 - a. Diminish the operational integrity of the irrigation system;

- b. Violate any requirements of this ordinance; and
 - c. Go unnoted in red on the irrigation plan.
3. All irrigation plans used for construction must be drawn to scale and must include complete coverage of the area to be irrigated. The plan must include, at a minimum, the following information:
 - a. The irrigator’s seal, signature, and date of signing;
 - b. All major physical features and the boundaries of the areas to be watered;
 - c. A North arrow;
 - d. A legend;
 - e. The zone flow measurement for each zone;
 - f. Location and type of each controller;
 - g. Location, type and size of each:
 - (1) Water source, such as, but not limited to a water meter and point(s) of connection;
 - (2) Backflow prevention device;
 - (3) Water emission device, including, but not limited to, spray heads, rotary sprinkler heads, quick-couplers, bubblers, drip, or micro-sprays;
 - (4) Valve, including but not limited to, zone valves, master valves, and isolation valves;
 - (5) Pressure regulation component; and
 - (6) Main line and lateral piping.
 - h. The scale used; and
 - i. The design pressure.

Sec. 7.8 Irrigation Standards

1. Irrigation systems shall be installed in accordance with the standards and requirements of the irrigation equipment manufacturer, the Texas Commission on Environmental Quality, and the International Plumbing Code, and as may be amended, and all applicable regulations and laws.
2. The source of irrigation water, whether potable or reclaimed, as provided by the City of El Paso water utilities, shall be indicated on the irrigation plans.
3. When using a potable irrigation water source, an approved backflow prevention device shall be installed in accordance with the City of El Paso Plumbing Code.
4. No irrigation design or installation shall require the use of any component, including the water meter, in a way which exceeds the manufacturer’s published performance limitations for the component.
5. Spacing.
 - (1) The maximum spacing between emission devices must not exceed the manufacturer’s published radius or spacing of the device(s). The radius or spacing is determined by

referring to the manufacturer’s published specifications for a specific emission device at a specific operating pressure.

- (2) New irrigation systems shall not utilize above-ground spray emission devices in residential or commercial landscapes that are less than forty-eight inches not including the impervious surfaces in either length or width and which contain impervious pedestrian or vehicular traffic surfaces along two or more perimeters. If pop-up sprays or rotary sprinkler heads are used in a new irrigation system, the sprinkler heads must direct flow away from any adjacent surface and shall not be installed closer than four inches from a hardscape, such as, but not limited to, a building foundation, fence, concrete, asphalt, pavers, or stones set with mortar.
 - (3) Narrow paved walkways, jogging paths or other small areas located in parks or other public areas may be exempted from this requirement if the runoff drains into a landscaped area.
6. Drip and spray systems shall:
 - a. Be placed on separate valves;
 - b. All components on drip systems shall be measured in gallons per hour.
 7. Wiring and sleeving:
 - a. All wire shall be direct burial. Multi-strand shall not be allowed for direct burial;
 - b. Irrigation piping and wiring installed under any hardscaped areas shall be within sleeving.
 8. Storm retention pond areas that are irrigated shall incorporate, in the design, separate valves for the basin and slope areas. A moisture sensor shall be installed in the basin.
 9. Water pressure. Emission devices must be installed to operate at the minimum and not above the maximum sprinkler head pressure as published by the manufacturer for the nozzle and head spacing that is used. Methods to achieve the water pressure requirements include, but are not limited to, flow control valves, a pressure regulator or pressure compensating spray heads.
 10. Piping. Piping in irrigation systems must be designed and installed so that the flow of water in the pipe will not exceed a velocity of five feet per second for polyvinyl chloride (PVC) pipe.
 11. Irrigation zones. Irrigation systems shall have separate zones based on plant material type, microclimate factors, topographic features, soil conditions, and hydrological requirements.
 12. Master valve. When provided, a master valve shall be installed on the discharge side of the backflow prevention device on all new installations.
 13. PVC pipe primer solvent. All new irrigation systems that are installed using PVC pipe and fittings shall be primed with a colored primer prior to applying the PVC cement in accordance with the International Plumbing Code (Section 605).
 14. Isolation valve. All new irrigation systems must include an isolation valve between the water meter and the backflow prevention device.
 15. Pipe installation standard.
 - a. If the manufacturer has not published specifications for depth coverage of piping, the piping must be installed to provide minimum depth coverage of twelve inches of select backfill, between the top of the pipe and the natural grade of the topsoil for PVC pipe. All portions of the irrigation system that fail to meet this standard must be noted on the irrigation plan. If the area being irrigated has rock at a depth of six inches or less, select backfill may be mounded over the pipe. Mounding must be noted on the irrigation plan and discussed with the irrigation system owner or owner’s representative to address any safety issues.
 - b. All trenches and holes created during installation of an irrigation system must be backfilled and compacted to the original grade.
 16. Water contained within the piping of an irrigation system is deemed to be non-potable. No drinking or domestic water usage, such as, but not limited to, filling swimming pools or decorative fountains, shall be connected to an irrigation system. If a hose bib (an outdoor water faucet that has hose threads on the spout) is connected to an irrigation system for the purpose of providing supplemental water to an area, the hose bib must be installed using a quick coupler key on a quick coupler installed in a covered purple valve box and the hose bib and any hoses connected to the bib must be labeled “non-potable, not safe for drinking.” An isolation valve must be installed upstream of a quick coupler connecting a hose bib to an irrigation system.
 17. Either a licensed irrigator or a licensed irrigation technician shall be on-site at all times while the landscape irrigation system is being installed. When an irrigator is not onsite, the irrigator shall be responsible for ensuring that a licensed irrigation technician is on-site to supervise the installation of the irrigation system.

Sec. 7.9 Completion of Irrigation System Installation

Upon completion of the irrigation system, the irrigator or irrigation technician who provided supervision for the on-site installation shall be required to complete four items:

1. A final “walk through” with the irrigation system’s owner or the owner’s representative to explain the operation of the system;
2. The maintenance checklist on which the irrigator or irrigation technician shall obtain the signature of the irrigation system’s owner or owner’s representative and shall sign, date, and seal the checklist. If the irrigation system’s owner or owner’s representative is unwilling or unable to sign the maintenance checklist, the irrigator shall note the time and date of the refusal on the irrigation system’s owner or owner’s representative’s signature line. The irrigation system owner or owner’s representative will be given the original maintenance checklist and a duplicate copy of the maintenance checklist shall be maintained by the irrigator. The items on the maintenance checklist shall include but are not limited to:
 - (1) the manufacturer’s manual for the automatic controller;
 - (2) a seasonal (spring, summer, fall, winter) watering schedule based on either current/real time evapotranspiration or monthly historical reference evapotranspiration (historical ET) data, monthly effective rainfall estimates, plant landscape coefficient factors, and site factors;
 - (3) a list of components, such as the nozzle, or pump filters, and other such components; that require maintenance and the recommended frequency for the service; and
 - (4) the statement, “This irrigation system has been installed in accordance with all applicable state and local laws, ordinances, rules, regulations or orders. I have tested the system and determined that it has been installed according to the Irrigation Plan and is properly adjusted for the most efficient application of water at this time.”
3. A permanent sticker which contains the irrigator’s name, license number, company name, telephone number and the dates of the warranty period shall be affixed to each automatic controller installed by the irrigator or irrigation technician. The information

contained on the sticker must be printed with waterproof ink and include;

4. The irrigation plan indicating the actual installation of the system must be provided to the irrigation system’s owner or owner representative.

Sec. 7.10 Maintenance, Alteration, Repair or Service of Irrigation Systems

- (1) The licensed irrigator is responsible for all work that the irrigator performed during the maintenance, alteration, repair or service of an irrigation system during the warranty period. The irrigator or business owner is not responsible for the professional negligence of any other irrigator who subsequently conducts any irrigation service on the same irrigation system.
- (2) All trenches and holes created during the maintenance, alteration, repair or service of an irrigation system must be returned to the original grade with compacted select backfill.
- (3) Colored PVC pipe primer solvent must be used on all pipes and fittings used in the maintenance, alteration, repair or service of an irrigation system in accordance with the International Plumbing Code (Section 605).
- (4) When maintenance, alteration, repair or service of an irrigation system involves excavation work at the water meter or backflow prevention device, an isolation valve shall be installed, if an isolation valve is not present.

Sec. 7.11 Reclaimed Water

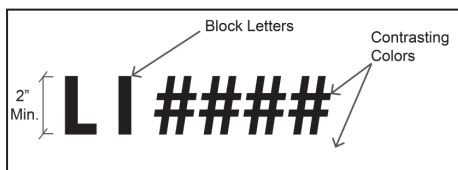
Reclaimed water may be utilized in landscape irrigation systems if:

- a. the irrigation system does not spray water across property lines that do not belong to the irrigation system’s owner;
- b. the irrigation system is installed using purple components;
- c. the domestic potable water line is connected using an air gap or a reduced pressure principle backflow prevention device, in accordance with Title 30, Texas Administrative Code, Section 290.47(i) (relating to Appendices);

- d. a minimum of an eight inch by eight inch sign, in English and Spanish, is prominently posted on / in the area that is being irrigated, that reads, “RECLAIMED WATER — DO NOT DRINK” and “AGUA DE RECUPERACION — NO BEBER”; and
- e. backflow prevention on the reclaimed water supply line shall be in accordance with the regulations of the city’s water provider.
- f. shall be approved by the El Paso Water Utilities before calling for a final inspection.

Sec. 7.12 Advertisement Requirements

1. All vehicles used in the performance of irrigation installation, maintenance, alteration, repair, or service must display the irrigator’s license number in the form of “LI _____” in a contrasting color of block letters at least two inches high, on both sides of the vehicle.



2. All forms of written and electronic advertisements for irrigation services must display the irrigator’s license number in the form of “LI _____.” Any form of advertisement, including business cards and estimates which displays an entity’s or individual’s name other than that of the licensed irrigator must also display the name of the licensed irrigator and the licensed irrigator’s license number. Trailers that advertise irrigation services must display the irrigator’s license number.
3. The name, mailing address and telephone number of the commission must be prominently displayed on a legible sign and displayed in plain view for the purpose of addressing complaints at the permanent structure where irrigation business is primarily conducted and irrigation records are kept.

Sec. 7.13 Contracts

1. All contracts to install an irrigation system must be in writing and signed by each party and must specify the irrigator’s name, license number, business address, current business telephone numbers, the date that each party signed the agreement, the total agreed price and must contain the statement, “Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), MC-178, P.O. Box 13087, Austin, Texas 78711-3087. TCEQ’s website is:

www.tceq.state.tx.us.” All contracts must include the irrigator’s seal, signature and date.

2. All written estimates, proposals, bids and invoices relating to the installation or repair of an irrigation system(s) must include the irrigator’s name, license number, business address, current business telephone number(s) and the statement: “Irrigation in Texas is regulated by the Texas Commission On Environmental Quality (TCEQ) (MC-178), P.O. Box 13087, Austin, Texas 78711-3087. TCEQ’s web site is: www.tceq.state.tx.us.”
3. An individual who agrees by contract to provide irrigation services as defined in Title 30, Texas Administrative Code, Section 344.30 (relating to License Required) shall hold an irrigator license issued under Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations) unless the contract is a pass-through contract as defined in Title 30, Texas Administrative Code, Section 344.1(36) (relating to Definitions). If a pass-through contract includes irrigation services, then the irrigation portion of the contract can only be performed by a licensed irrigator. If an irrigator installs a system pursuant to a pass-through contract, the irrigator shall still be responsible for providing the irrigation system’s owner or through contract, the irrigator shall still be responsible for providing the irrigation system’s owner or owner’s representative a copy of the warranty and all other documents required under this chapter. A pass-through contract must identify by name and license number the irrigator that will perform the work and must provide a mechanism for contacting the irrigator for irrigation system warranty work.
4. The contract must include the dates that the warranty is valid.

Sec. 7.14 Warranties for Systems

1. On all installations of new irrigation systems, an irrigator shall present the irrigation system’s owner or owner’s representative with a written warranty covering materials and labor furnished in the new installation of the irrigation system. The irrigator shall be responsible for adhering to terms of the warranty. If the irrigator’s warranty is less than the manufacturer’s warranty for the system components, then the irrigator shall provide the irrigation system’s owner or the owner’s representative with applicable information regarding the manufacturer’s warranty period. The warranty must include the irrigator’s seal, signature and date. If the warranty is part of an irrigator’s contract, a separate warranty document is not required.
2. An irrigator’s written warranty on new irrigation systems must specify the irrigator’s name, business

address and business telephone number(s), must contain the signature of the irrigation system’s owner or owner’s representative confirming receipt of the warranty and must include the statement: “Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), MC-178, P.O. Box 130897, Austin, Texas 78711-3087. TCEQ’s website is: www.tceq.state.tx.us.”

3. On all maintenance, alterations, repairs or service to existing irrigation systems, an irrigator shall present the irrigation system’s owner or owner’s representative a written document that identifies the materials furnished in the maintenance, alteration, repair or service. If a warranty is provided, the irrigator shall abide by the terms. The warranty document must include the irrigator’s name and business contact information.

Sec. 7.15 Duties and Responsibilities of City Inspectors

A city inspector shall enforce the ordinance of the TOD, and shall be responsible for:

1. verifying that the appropriate permits have been obtained for an irrigation system and that the irrigator and installer or irrigation technician, if applicable, are licensed;
2. inspecting the irrigation system;
3. determining that the irrigation system complies with the requirements of this chapter;
4. determining that the appropriate backflow prevention device was installed, tested and test results provided to the city;
5. investigating complaints related to irrigation system installation, maintenance, alteration, repairs, or service of an irrigation system and advertisement of irrigation services; and
6. maintaining records according to this chapter.

Sec. 7.16 Items Not Covered By This Ordinance

Any item not covered by this ordinance and required by law shall be governed by the Texas Occupations Code, the Texas Water Code, Title 30 of the Texas Administrative Code and any other applicable state statute or Texas Commission on Environmental Quality rule.

Sec. 7.17 Enforcement

1. The city shall have the power to administer and enforce the provisions of this chapter as may be required by governing law. Any person, firm, corporation or agent who shall violate a provision of

this Code, or fails to comply therewith, or with any of the requirements thereof, is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of the ordinance codified in this chapter is declared to be a nuisance.

2. Any person violating any provision of chapter shall, upon conviction, be fined a sum not exceeding \$2,000. Each day that a provision of this chapter is violated shall constitute a separate offense. An offense under this chapter is a misdemeanor, punishable by a fine of up to \$2,000.
3. Nothing in this chapter shall be construed as a waiver of the city’s right to bring a civil action to enforce the provisions of this chapter and to seek remedies as allowed by law, including, but not limited to the following: Injunctive relief to prevent specific conduct that violates the ordinance or to require specific conduct that is necessary for compliance with the ordinance; and other available relief.

Sec. 7.18 Definitions

The following words and terms, when used in this ordinance, have the following meanings, unless the context clearly indicates otherwise.

4. Backflow prevention—The mechanical prevention of reverse flow, whether back pressure or back siphonage, of non-potable water from an irrigation system into the potable water source.
5. Backflow prevention assembly—Any assembly used to prevent backflow into a potable water system. The type of assembly used is based on the existing or potential degree of health hazard and backflow condition.
6. Completion of irrigation system installation—When the landscape irrigation system has been installed, all minimum standards met, all tests performed and the irrigator is satisfied that the system is operating correctly.
7. Consulting—The act of providing advice, guidance, review or recommendations related to landscape irrigation systems.
8. Cross-connection—An actual or potential connection between a potable water source and an irrigation system that may contain contaminants or pollutants or any source of water that has been treated to a lesser degree in the treatment process.
9. Design—The act of determining the various elements of a landscape irrigation system that will include, but not be limited to, elements such as collecting site specific information, defining the scope of the project, defining plant watering needs, selecting and laying out emission devices, locating system components, conducting hydraulics

- calculations, identifying any local regulatory requirements, or scheduling irrigation work at a site. Completion of the various components will result in an irrigation plan.
10. Design pressure—The pressure that is required for an emission device to operate properly. Design pressure is calculated by adding the operating pressure necessary at an emission device to the total of all pressure losses accumulated from an emission device to the water source.
 11. Emission device—Any device that is contained within an irrigation system and that is used to apply water. Common emission devices in an irrigation system include, but are not limited to, spray and rotary sprinkler heads and drip irrigation emitters.
 12. Employed—Engaged or hired to provide consulting services or perform any activity relating to the sale, design, installation, maintenance, alteration, repair or service to irrigation systems. A person is employed if that person is in an employer-employee relationship as defined by Internal Revenue Code, 26 United States Code Service, §3212(d) based on the behavioral control, financial control and the type of relationship involved in performing employment related tasks.
 13. Head-to-head spacing—The spacing of spray or rotary heads equal to the manufacturer’s published radius of the head.
 14. Health hazard—A cross-connection or potential cross-connection with an irrigation system that involves any substance that may, if introduced into the potable water supply, cause death or illness, spread disease, or have a high probability of causing such effects.
 15. Hydraulics—The science of dynamic and static water; the mathematical computation of determining pressure losses and pressure requirements of an irrigation system.
 16. Inspector—A licensed plumbing inspector, water district operator, other governmental entity, or irrigation inspector who inspects irrigation systems and performs other enforcement duties for a municipality or water district as an employee or as a contractor.
 17. Installer—A person who actually connects an irrigation system to a private or public raw or potable water supply system or any water supply, who is licensed according to Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations).
 18. Irrigation inspector—A person who inspects irrigation systems and performs other enforcement duties for a municipality or water district as an employee or as a contractor and is required to be licensed under Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations).
 19. Irrigation plan—A scaled drawing of a landscape irrigation system which lists required information, the scope of the project, and represents the changes made in the installation of the irrigation system.
 20. Irrigation services—Selling, designing, installing, maintaining, altering, repairing, servicing, permitting, providing consulting services regarding, or connecting an irrigation system to a water supply.
 21. Irrigation system—An assembly of component parts that is permanently installed for the controlled distribution and conservation of water to irrigate any type of landscape vegetation in any location, and / or to reduce dust or control erosion. This term does not include a system that is used on or by an agricultural operation as defined by Texas Agricultural Code, §251.002.
 22. Irrigation technician—A person who works under the supervision of a licensed irrigator to install, maintain, alter, repair, service or supervise installation of an irrigation system, including the connection of such system in or to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations).
 23. Irrigation zone—A subdivision of an irrigation system with a precipitation rate based on plant material type (such as turf, shrubs, or trees), microclimate factors (such as sun / shade ratio), topographic features (such as slope) and soil conditions (such as sand, loam, clay or combination) or for hydrological control.
 24. Irrigator—A person who sells, designs, offers consultations regarding, installs, maintains, alters, repairs, services or supervises the installation of an irrigation system, including the connection of such system to a private or public, raw or potable water supply system or any water supply and who is required to be licensed under Title 30, Texas Administrative Code, Chapter 30.
 25. Irrigator-in-Change—The irrigator responsible for all irrigation work performed by an exempt business owner, including, but not limited to obtaining permits, developing design plans, supervising the work of other irrigators or irrigation technicians, and installing, selling, maintaining, altering, repairing, or servicing a landscape irrigation system.
 26. Landscape irrigation—The science of applying the necessary amount of water to promote or sustain

- healthy growth of plant material or turf.
27. License—An occupational license that is issued by the Texas Commission on Environmental Quality under Title 30, Texas Administrative Code, Chapter 30 to an individual that authorizes the individual to engage in an activity that is covered by Title 30, Texas Administrative Code, Chapter 30.
 28. Mainline—A pipe within an irrigation system that delivers water from the water source to the individual zone valves.
 29. Maintenance checklist—A document made available to the irrigation system’s owner or owner’s representative that contains information regarding the operation and maintenance of the irrigation system, including, but not limited to: checking and repairing the irrigation system, setting the automatic controller, checking the rain or moisture sensor, cleaning filters, pruning grass and plants away from irrigation emitters, using and operating the irrigation system, the precipitation rates of each irrigation zone within the system, any water conservation measures currently in effect from the water purveyor, the name of the water purveyor, a suggested seasonal or monthly watering schedule based on current evapotranspiration data for the geographic region, and the minimum water requirements for the plant material in each zone based on the soil type and plant material where the system is installed.
 30. Major maintenance, alteration, repair, or service—Any activity that involves opening to the atmosphere the irrigation main line at any point prior to the discharge side of any irrigation zone control valve. This includes, but is not limited to, repairing or connecting into a main supply pipe, replacing a zone control valve, or repairing a zone control valve in a manner that opens the system to the atmosphere.
 31. Master valve—A remote control valve located after the backflow prevention device that controls the flow of water to the irrigation system mainline.
 32. Matched precipitation rate—The condition in which all sprinkler heads within an irrigation zone apply water at the same rate.
 33. New installation—An irrigation system installed at a location where one did not previously exist.
 34. Pass-through contract—A written contract between a contractor or builder and a licensed irrigator or exempt business owner to perform part or all of the irrigation services relating to an irrigation system.
 35. Potable water—Water that is suitable for human consumption.
 36. Pressure Vacuum Breaker—An assembly containing an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. Also known as a Pressure Vacuum Breaker Back-siphonage Prevention Assembly.
 37. Reclaimed water—Domestic or municipal wastewater which has been treated to a quality suitable for beneficial use, such as landscape irrigation.
 38. Records of landscape irrigation activities—The irrigation plans, contracts, warranty information, invoices, copies of permits and other documents that relate to the installation, maintenance, alteration, repair, or service of a landscape irrigation system.
 39. Reduced Pressure Principle Backflow Prevention Assembly—An assembly containing two independently acting approved check valves together with a hydraulically operating mechanically independent pressure differential relief valve located between the two check valves and below the first check valve.
 40. Static water pressure—The pressure of water when it is not moving.
 41. Supervision—The on-the-job oversight and direction by a licensed irrigator who is fulfilling his or her professional responsibility to the client and / or employer in compliance with local or state requirements. Also, a licensed installer working under the direction of a licensed irrigator or an irrigation technician who is working under the direction of a licensed irrigator to install, maintain, alter, repair or service an irrigation system.
 42. Water conservation—The design, installation, service and operation of an irrigation system in a manner that prevents the waste of water, promotes the most efficient use of water, and applies the least amount of water that is required to maintain healthy individual plant material or turf, reduce dust and control erosion.
 43. Zone flow—A measurement, in gallons per minute or gallons per hour, of the actual flow of water through a zone valve, calculated by individually opening each zone valve and obtaining a valid reading after the pressure has stabilized. For design purposes, the zone flow is the total flow of all nozzles in the zone at a specific pressure.
 44. Zone valve—An automatic valve that controls a single zone of a landscape irrigation system.

DIVISION 8: DEVELOPMENT REVIEW PROCEDURE


Sec. 8.1 Purpose

Sec. 8.1.A. The purpose of this division is to provide development review procedures and standards for implementation and development of parcels in the Horizon City TOD.

Sec. 8.1.B. The development review process established in this Division is applicable to all proposed development activity within the Horizon City TOD.

Sec. 8.1.C. No development, including but not limited to grading, clearing of land, excavation of soil, or alteration of vegetation, shall be commenced or undertaken in the Horizon City TOD that is inconsistent with the City of Horizon's Municipal Code of Ordinances (Code). It shall at all times be the applicant's responsibility to demonstrate consistency with the goals, objectives, policies, and provisions of the Code and the Horizon City TOD.

Sec. 8.2 Application

Sec. 8.2.A. All development within the Horizon City TOD requires an application Master Site Plan Review and  approval. Applications are to be submitted to the City's Planning Department in an electronic form to be provided by the City.

Sec. 8.2.B. Approval for a Master Site Plan shall not constitute approval to build or construct any improvements and is not the final approval necessary for construction of the development.

Sec. 8.2.C. Approval of the Master Site Plan shall authorize the applicant to submit building permit applications in accordance with the terms and conditions of the approval and after having satisfied all platting requirements. Permission to initiate construction of site improvements shall not be granted or building permits issued until all required documents are executed and all applicable conditions of approval satisfied as per the City's development standards.

Sec. 8.2.D. The Development Process and Approval of the Master Site Plan shall be handled administratively by the Planning Director or her designee. Approval shall be given within 10 working days upon acceptance of a completed application.

Sec. 8.3 Master Site Plans

Sec. 8.3.A. The land area encompassed by a Master Site Plan shall be the minimum area as outlined in the Horizon TOD. The following documents must be submitted by the applicant to the Planning Director for review and approval:

1. Illustrative plan that is "to scale" and clearly illustrates development standards that are in conformance to the TOD Zoning District. These shall include building placement, building setbacks, building form, lot and block standards, frontage types, parking standards, landscaping, and civic spaces if applicable.
2. Transect plan showing the lot, block, and street network and allocation of Zoning District as outlined in the Horizon TOD;
3. Streets atlas showing the Street Thoroughfare locations and Street Types as outlined in the Horizon TOD.
4. Stormwater management plan;
5. Illustrations that depict the proposed scale and character or the development of the area as outlined in the Horizon TOD.

Sec. 8.3.B. Applications for City approval of Master Site Plans shall be subject to the following:

1. A letter of approval and all documents and plans reviewed and approved by the Planning Director shall be submitted along with the development application to the City for review.
2. The application shall be filed with the City Planning Department by the owner or other person providing an affidavit to act as agent for the owner.
3. Proof of ownership and tax certificate showing no balance due is required.
4. The application shall be submitted in a form approved by the City Administrator and made available to the public. At a minimum, it shall include sufficiently detailed and documented information for staff to make the required findings of compliance. All applications shall include a checklist provided by the City specific to Master Site Plan applications, submitted in accordance with the Horizon TOD.
5. Application fees shall be waived for projects in the Horizon City TOD.

Sec. 8.3.C. If a Master Site Plan application approval requires changes to the Horizon City TOD, the applicant shall address such changes within the application materials submitted with the Master Site Plan application. The change to the Horizon City TOD, shall require approval of an amendment by the City Council, unless the change qualifies as a Warrant.

Sec. 8.3.D. Applications will be reviewed for completeness within 5 working days. Applications deemed incomplete will be returned to the applicant with a letter outlining the deficiencies that need to be addressed for review.

Sec. 8.3.E. The Planning Director shall prepare a report within 20 working days of transmittal which addresses all of the requirements of the TOD, and the Code.

Sec. 8.3.F. Upon a finding of noncompliance, a resubmittal of requested materials shall be made within 30 working days of the issuance of the staff report. If the applicant fails to meet the resubmittal deadline, the application shall be terminated, unless the applicant gives notice that an elective resubmittal will be made. The elective resubmittal shall be made within 90 days from the date the prior resubmittal was due. All documents that have expired must be updated by the applicant. Upon receipt of the resubmittal, staff will have 20 working days to review and provide comments.

Sec. 8.3.G. Upon findings of compliance with the TOD and the Code, the development application shall be deemed approved by the Planning Director.


Sec. 8.3.H. An approved Master Site Plan is valid for ten (10) years.

Sec. 8.4 Warrants, Exceptions, and Amendments

Sec. 8.4.A. This section provides a mechanism by which a proposed development may vary from the requirements of Horizon City TOD of this TOD. This section also provides for amendment of approved Master Site Plans. The intent of this section is to provide flexibility for unusual situations and to provide alternative ways to meet the purposes of this TOD, while ensuring that the TOD realizes the vision and intent sought by the Horizon TOD.

Sec. 8.4.B. Any proposed variation from the requirements of this TOD shall be reviewed by the Planning Director. If the proposed development is consistent with the intended purpose of this TOD the Director may:

1. Issue a Warrant allowing a variation from the requirements of Horizon TOD Zoning District; or
2. Recommend that the City Commission approve an Exception allowing a variation from the requirements of the TOD; or
3. Recommend that the Horizon TOD be amended, pursuant to City regulations.

 **8.4.C.** Warrants may be approved by the City Administrator for the following:

1. The allowance of a use not listed in the Table of Permitted Uses, upon a finding that the use is functionally similar to the permitted uses and that the use is not likely to generate harmful impacts or create incompatibilities with other uses in the Neighborhood.
2. Modifications of a requirement of Design Standards of the Horizon TOD to accommodate circumstances such as natural features, access requirements related to fire and life safety, and site designs that demonstrate excellent urban design or architectural merit.

Sec. 8.4.D. Exceptions for proposed Master Site Plans may be approved by the Planning & Zoning Commission for the following:

1. Variation of up to 10% change in criteria found in Design Standards of the Zoning District.
2. Realignment and/or reconfiguration of the street network that does not change the proposed number of intersections or the Horizon TOD.

Sec. 8.4.E. Amendments to TOD

1. Unless a proposed change qualifies as a Warrant or an Exception, changes to the Permitted Use Table, other provisions of the TOD, and the Regulating Plan shall require consideration by the Planning & Zoning Commission and the City Council, pursuant to the Code.

Sec. 8.4.F. Amendments to Approved Site Plans

1. The Planning Director may approve minor or technical changes to approved Master Site Plans in accordance with the Code.
2. A proposed amendment of a Master Site Plan that does not qualify as a minor or technical change shall require the approval of the Planning & Zoning Commission.
3. The Planning Director may approve minor or technical changes to Master Site Plan including changes that do not affect compliance with the TOD or require changes to permits from outside agencies. All other amendments to Final Site Plans shall require review pursuant to Sec 8.4 of this code.

Sec. 8.4.G. An application for a Warrant, Exception, or amendment, shall include a letter of approval from the Planning Director. The application shall be submitted on an electronic form approved by the City Planning Department and made available to the public. Each application shall

be accompanied by the application fee established by resolution of the City Council.

Sec. 8.4.H. The Planning Director shall keep a record of all Warrants and Exceptions granted.

Sec. 8.4.I. Warrants and Exceptions shall not be issued for the following:

1. ~~Street or Alley dimensions and~~ required infrastructure
2. Parking locations
3. Building Height
4. Protection of wetlands, upland native habitat, and listed species
5. Preserve area requirements

Sec. 8.5 Inspection

Sec. 8.5.A. Any member of the City Council and any duly authorized representative of the City Council, such as, but not limited to, staff of the Public Works Department, may enter and inspect any parcel of land for which a development approval or permit has been issued, or where there is a reasonable cause to believe that a development activity is being carried out, for the purpose of ascertaining the state of compliance with the Code. The interiors of buildings shall not be subject to such inspections unless related to the enforcement of the building code. No person shall refuse immediate entry or access to any authorized representative of the City Council or one of the specified agencies who requests entry for the purpose of inspection and who presents appropriate credentials. No person shall obstruct, hamper or interfere with any such inspection. If requested, the owner or operator of the premises shall receive a report setting forth the facts and results of the compliance determination.

HORIZON CITY

GRANT ADMINISTRATION, MANAGEMENT, AND COMPLIANCE PROFESSIONAL SERVICES CONTRACT

This Contract, is entered into the ____ day of May 2025, by and between the **TOWN OF HORIZON CITY, (the "City")**, and **GILFLO CONSULTING SERVICES, LLC (the "Consultant")**

WHEREAS, the City issued a Request for Proposals, Solicitation No. 2025-102RFP Grant Administration, Management and Compliance Professional Services ("RFP") to enter into a contract with the Consultant to provide Grant Administration, Management and Compliance Professional Services as further described in the Scope of Services in the RFP attached hereto and fully incorporated as **Attachment "A"** ;

WHEREAS, the City has reviewed and evaluated the proposals received in response to the RFP and has selected the Consultant's proposal as the one that is most responsive to the City's RFP and the City's needs; and

WHEREAS, the City desires to enter into a contract with the Consultant to provide the grant administration, management, and compliance services based upon the City's RFP and the Consultant's proposal, which are both hereby incorporated into this Contract by this reference.

NOW THEREFORE, the parties do mutually agree as follows:

1. Term

The Contract will become effective on the date approved by the City Council and terminate on the first anniversary of the effective date, unless extended, as set forth in the Option to Extend below. In the event the City has not obtained another service consultant by the expiration date of the Contract, the City, at its discretion, may extend the Contract on a month-to-month basis not to exceed twelve (12) months until such time as a new contract is awarded.

OPTION TO EXTEND THE TERM OF THE CONTRACT:

The Contract will include one (1) one-year option to extend at a month-to-month rate of \$6,051.50 for a total not to exceed \$72,618.00, if the option is exercised by the City prior to the expiration of the original term of the Contract.

The City at its sole discretion, may exercise the option to extend the term of the contract, by giving the Consultant written notice prior to the expiration of the initial one-year term.

2. Compensation and Billing

- A. The total amount paid to the Consultant for services under this Contract shall be \$69,825.00 for the initial contract term and \$72,618.00 if the City exercises the option to extend.
Any additional work shall be authorized by the Mayor or his designee in writing, specifying the additional tasks to be performed and the agreed-to compensation, and is subject to Texas state procurement laws and City policies.
- B. The Consultant will submit invoices to the City on the 25th day of each month for services furnished between that date and the period covering the prior month's invoice, to include the costs for the basic services under the Contract and the costs for all other provided services, as allowed.
- C. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- D. Payments will be processed after verification and approval of such invoice. Payment shall be made in accordance with the Texas Prompt Payment Act.
- E. Mail invoices to the Town of Horizon City, ATTN: Accounts Payable, 14999 Darrington Road, Horizon City, Texas 79928.
- F. The Consultant shall advise the Accounts Payable Section of any changes in its remittance addresses.

3. Termination

Either party may terminate this Contract if the other party has breached the Contract and fails to correct such breach for a period of thirty-days (30-days) after receipt of written notice to correct the same. In addition, either party may terminate this Contract without cause upon thirty-day (30-day) written notice to the other party of the intention to terminate this Contract. In addition, this Contract may be terminated at any time by mutual written contract of the Parties. In addition, this Contract shall automatically terminate if the City Council of the Town of Horizon City fails to appropriate or budget money for the payment of the Services under this Contract. All payments by the City under this Contract are payable only out of current City revenues.

4. Independent Contractor

The Consultant shall instruct all of its employees as to work procedures and thoroughly acquaint each employee with his or her duties. City shall notify the Consultant if any of the Consultant's employees do not perform their duties as necessary to carry out Consultant's duties under this Contract. Nothing contained herein shall be construed as creating the relationship of employer-and-employee

between the City and the Consultant or between the City and the Consultant's employees. The Contract shall be deemed at all times to be an independent contractor. In carrying out the terms of this Contract, the Consultant shall select its own employees and such employees shall be and shall act under the exclusive and complete supervision and control of Consultant.

5. Employees

- A. The Consultant shall provide adequate staff for the coordination and expediting of his work. The Consultant shall employ only competent, efficient personnel for the performance of services and shall not use any unfit person, or one not skilled in the work assigned to him; and shall at all times maintain good order and strict discipline among his employees.
- B. The Consultant shall pay or cause to be paid, without cost or expense to the City, all Social Security, Unemployment, and Federal Income Withholding taxes of all employees and that all employees shall be paid wages and benefits as required by federal and state law.

6. Insurance

- A. The Consultant agrees to maintain the types and amounts of insurance required in this contract throughout the term of the contract. The following insurance policies shall be required:
 - i. Commercial General Liability
 - ii. Business Automobile Liability
 - iii. Workers' Compensation
 - iv. Professional Liability
- B. For each of these policies, the Consultant's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this contract, attached hereto as Exhibit A, and approved by the City before work commences.
- C. General Requirements Applicable to All Policies.
 - 1. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
 - 2. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.

3. "Claims made" policies are not accepted, except for Professional Liability insurance.
4. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City.
5. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - a. The insurance company is licensed and authorized to do business in the State of Texas.
 - b. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
 - c. All endorsements and coverages are included according to the requirements of this Contract
 - d. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
6. The City, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

C. Commercial General Liability requirements:

1. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
2. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
3. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
4. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
5. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
6. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

D. Business Automobile Liability requirements:

1. Coverage shall be written by a carrier rated “A: VIII” or better in accordance with the current Best Key Rating Guide.
2. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
3. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
4. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

E. Workers’ Compensation Insurance requirements:

1. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer’s policy (the Consultant’s, or subconsultant’s policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Consultants and subconsultants must use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.
2. The workers compensation insurance shall include the following terms:
 - i. Employer’s Liability limits of \$1,000,000 for each accident is required.
 - ii. “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.
 - iii. Texas must appear in Item 3A of the Worker’s Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

F. Professional Liability requirements:

1. Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A. M. Best Key Rating Guide.
2. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.
3. For “claims made” policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

7. INDEMNIFICATION

THE CONSULTANT OR IT'S INSURER WILL INDEMNIFY, DEFEND AND HOLD THE CITY, IT'S OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS CONTRACT. WITHOUT MODIFYING THE CONDITIONS OF PRESERVING, ASSERTING OR ENFORCING ANY LEGAL LIABILITY AGAINST THE CITY AS REQUIRED BY ANY LAW, THE CITY WILL PROMPTLY FORWARD TO THE CONSULTANT EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. THE CONSULTANT WILL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS THE CONSULTANT MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF THE CITY ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. THE CONSULTANT WILL PAY ALL JUDGMENTS FINALLY ESTABLISHING LIABILITY OF THE CITY IN ACTIONS DEAFENED BY THE CONSULTANT PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY INCLUDING INTEREST ACCRUING TO THE DATE OF THE PAYMENT BY THE CONSULTANT, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION, WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. THE CITY WILL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO THE CONSULTANT'S PROPERTY FROM ANY CAUSE.

8. Gratuities

The City may, by written notice to the Consultant, cancel this contract without liability to the Consultant if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Consultant, or any agent or representative of the Consultant, to any City officer or employee with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the

performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Consultant in providing such gratuities.

9. Right To Assurance

Whenever one party to this contract in good faith has a reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

10. Assignment-Delegation

No right or interest in this contract will be assigned or delegation of any obligation made by the Consultant without the written permission of the City. Any attempted assignment or delegation by the Consultant will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

11. Interpretation-Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or supplement or acquiescence in a course of performance rendered under this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

12. Availability of Funds

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated, or the scope may be amended. A 30-day written notice will be given to the Consultant and there will be no penalty nor removal charges incurred by the City.

13. Compliance with Laws and Ordinances

The Consultant shall at all times observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the Contract or the work and, to the extent allowed by law, shall indemnify and save and hold harmless the City against all claims arising from the violation of any such laws, ordinances and regulations whether by the Consultant or its employees or clients.

14. Venue and Law

For the purposes of determining the place of the Contract and the law governing the same, this Contract is entered into in the Town of Horizon City and County of

El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in El Paso County, Texas.

15. Severability

Every provision of this Contract is declared severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

16. Entire Agreement

This Contract, including the attached Scope of Work, constitutes and expresses the entire agreement between the parties regarding the scope of services specified. It shall not be amended or modified except in writing and signed by all parties.

17. Binding Agreement

The individual signing this Contract acknowledges that he or she is authorized to do so and said individual further warrants that he or she is authorized to commit and bind the Consultant to the terms and conditions of this Contract.

18. Dispute Resolution.

If either the Consultant or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Contract. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

19. Force Majeure.

The City and the Consultant will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Consultant shall be held responsible for inability to perform under this Contract if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

20. Notices

All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City: Town of Horizon City
Attn: Purchasing Agent
14999 Darrington Road Horizon City, Texas
79928

Consultant: GilFlo Consulting Services, LLC
10900 Stonelake Blvd.
Building 2 Suite, Suite 100
Austin, Texas 78759
ATTN: Melinda Gildart

Alternatively, notices shall be sent to such other addresses as the parties may designate to each other in writing from time-to-time.

21. Texas Tort Claims Act

This Consultant expressly agrees that, in all things relating to this Contract, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Consultant further expressly agrees that every act or omission of the City, which, in any way, pertains to or arises out of this Contract falls within the definition of a governmental function.

XVII. MISCELLANEOUS

- A. No waiver by the City of any violation or Event of Default shall be deemed or construed to constitute a waiver of any other violation or Event of Default herein contained. Forbearance by the City to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default.
- B. The Agreement may not be assigned or subcontracted by the Consultant without the written consent of the City. If all or a portion on the contract work is proposed to be assigned or subcontracted, the name of the individual(s) to complete the work, address and the Provider proposed shall be submitted within the scope of the proposal.
- C. The Provider represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Provider shall promptly notify the City.

- D. The Provider verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Provider shall promptly notify the City.
- E. The Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- F. The Provider represents and warrants that (1) it does not, and shall not for the duration of the Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Provider shall promptly notify the City.
- G. This Agreement shall be construed in accordance with the laws of the State of Texas and both parties' consent to El Paso County as the exclusive venue for any lawsuits arising from this Agreement. In the event either party fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for other party to enforce its rights by hiring an attorney or third party, the non-prevailing party shall be responsible for all fees and costs incurred by the prevailing party to enforce such rights.
- H. The City reserves, and does not waive, its rights of sovereign immunity and similar rights, and its rights under the Texas Tort Claims Act. No provision of this Agreement imposing any obligation or restriction on the City not permitted by applicable law shall be enforceable. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code. Any provision of this Agreement permitting or requiring discretion, consent, or approval by the Provider shall be deemed to require the same be exercised reasonably and in good faith.
- I. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural unless the context otherwise requires.
- J. The captions are inserted in this Agreement for convenience only and in no way define, limit, or describe the scope or intent of this Agreement, or any provisions thereof, nor in any way affect the interpretation of this Agreement.
- K. This Agreement may not be altered, changed, or amended except by an instrument in writing signed by both Parties.
- L. If any provision of this Agreement is found to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall continue as if such illegal, invalid, or unenforceable provision was not part of this Agreement.
- M. This Agreements is the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties,

or other matters, oral or written, purportedly agreed to or represented by or on behalf of either party or by any of their employees or agents, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Both parties acknowledge that they are entering into the Agreement solely on the basis of the representations and warranties contained herein.

Signed and effective the _____ day of May, 2025.

GILFO CONSULTING SERVICES

**By: _____
Melinda Gildart, President & Founder**

TOWN OF HORIZON CITY

**By: _____
Andres Renteria, Mayor**

ATTEST:

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

APPROVED AS TO CONTENT:

**By: _____
Araceli Gonzalez, Procurement Director**

APPROVED AS TO FORM:

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

ATTACHMENT “A”

Solicitation Number 2025-102RFP

Proposal for Grant Management, Administration and Compliance Professional Services

GilFlo Consulting Services, LLC

RESOLUTION

That the Mayor is authorized to sign a Grant Administration, Management, and Compliance Professional Services Contract between the Town of Horizon City and GilFlo Consulting Services, LLC for a term of one year with one option to extend for an additional 12 month period; in an amount not to exceed \$69,825.00 for the initial term and \$72,618.00 during the option period.

PASSED AND APPROVED THE _____ DAY OF August 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**

HORIZON CITY

GRANT ADMINISTRATION, MANAGEMENT, AND COMPLIANCE PROFESSIONAL SERVICES CONTRACT

This Contract, is entered into the ____ day of May 2025, by and between the **TOWN OF HORIZON CITY, (the "City")**, and **GILFLO CONSULTING SERVICES, LLC (the "Consultant")**

WHEREAS, the City issued a Request for Proposals, Solicitation No. 2025-102RFP Grant Administration, Management and Compliance Professional Services ("RFP") to enter into a contract with the Consultant to provide Grant Administration, Management and Compliance Professional Services as further described in the Scope of Services in the RFP attached hereto and fully incorporated as **Attachment "A"** ;

WHEREAS, the City has reviewed and evaluated the proposals received in response to the RFP and has selected the Consultant's proposal as the one that is most responsive to the City's RFP and the City's needs; and

WHEREAS, the City desires to enter into a contract with the Consultant to provide the grant administration, management, and compliance services based upon the City's RFP and the Consultant's proposal, which are both hereby incorporated into this Contract by this reference.

NOW THEREFORE, the parties do mutually agree as follows:

1. Term

The Contract will become effective on the date approved by the City Council and terminate on the first anniversary of the effective date, unless extended, as set forth in the Option to Extend below. In the event the City has not obtained another service consultant by the expiration date of the Contract, the City, at its discretion, may extend the Contract on a month-to-month basis not to exceed twelve (12) months until such time as a new contract is awarded.

OPTION TO EXTEND THE TERM OF THE CONTRACT:

The Contract will include one (1) one-year option to extend at a month-to-month rate of \$6,051.50 for a total not to exceed \$72,618.00, if the option is exercised by the City prior to the expiration of the original term of the Contract.

The City at its sole discretion, may exercise the option to extend the term of the contract, by giving the Consultant written notice prior to the expiration of the initial one-year term.

2. Compensation and Billing

- A. The total amount paid to the Consultant for services under this Contract shall be \$69,825.00 for the initial contract term and \$72,618.00 if the City exercises the option to extend.
Any additional work shall be authorized by the Mayor or his designee in writing, specifying the additional tasks to be performed and the agreed-to compensation, and is subject to Texas state procurement laws and City policies.
- B. The Consultant will submit invoices to the City on the 25th day of each month for services furnished between that date and the period covering the prior month's invoice, to include the costs for the basic services under the Contract and the costs for all other provided services, as allowed.
- C. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- D. Payments will be processed after verification and approval of such invoice. Payment shall be made in accordance with the Texas Prompt Payment Act.
- E. Mail invoices to the Town of Horizon City, ATTN: Accounts Payable, 14999 Darrington Road, Horizon City, Texas 79928.
- F. The Consultant shall advise the Accounts Payable Section of any changes in its remittance addresses.

3. Termination

Either party may terminate this Contract if the other party has breached the Contract and fails to correct such breach for a period of thirty-days (30-days) after receipt of written notice to correct the same. In addition, either party may terminate this Contract without cause upon thirty-day (30-day) written notice to the other party of the intention to terminate this Contract. In addition, this Contract may be terminated at any time by mutual written contract of the Parties. In addition, this Contract shall automatically terminate if the City Council of the Town of Horizon City fails to appropriate or budget money for the payment of the Services under this Contract. All payments by the City under this Contract are payable only out of current City revenues.

4. Independent Contractor

The Consultant shall instruct all of its employees as to work procedures and thoroughly acquaint each employee with his or her duties. City shall notify the Consultant if any of the Consultant's employees do not perform their duties as necessary to carry out Consultant's duties under this Contract. Nothing contained herein shall be construed as creating the relationship of employer-and-employee

between the City and the Consultant or between the City and the Consultant's employees. The Contract shall be deemed at all times to be an independent contractor. In carrying out the terms of this Contract, the Consultant shall select its own employees and such employees shall be and shall act under the exclusive and complete supervision and control of Consultant.

5. Employees

- A. The Consultant shall provide adequate staff for the coordination and expediting of his work. The Consultant shall employ only competent, efficient personnel for the performance of services and shall not use any unfit person, or one not skilled in the work assigned to him; and shall at all times maintain good order and strict discipline among his employees.
- B. The Consultant shall pay or cause to be paid, without cost or expense to the City, all Social Security, Unemployment, and Federal Income Withholding taxes of all employees and that all employees shall be paid wages and benefits as required by federal and state law.

6. Insurance

- A. The Consultant agrees to maintain the types and amounts of insurance required in this contract throughout the term of the contract. The following insurance policies shall be required:
 - i. Commercial General Liability
 - ii. Business Automobile Liability
 - iii. Workers' Compensation
 - iv. Professional Liability
- B. For each of these policies, the Consultant's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this contract, attached hereto as Exhibit A, and approved by the City before work commences.
- C. General Requirements Applicable to All Policies.
 - 1. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
 - 2. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.

3. "Claims made" policies are not accepted, except for Professional Liability insurance.
4. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City.
5. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - a. The insurance company is licensed and authorized to do business in the State of Texas.
 - b. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
 - c. All endorsements and coverages are included according to the requirements of this Contract
 - d. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
6. The City, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

C. Commercial General Liability requirements:

1. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
2. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
3. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
4. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
5. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
6. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

D. Business Automobile Liability requirements:

1. Coverage shall be written by a carrier rated “A: VIII” or better in accordance with the current Best Key Rating Guide.
2. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
3. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
4. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

E. Workers’ Compensation Insurance requirements:

1. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer’s policy (the Consultant’s, or subconsultant’s policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Consultants and subconsultants must use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.
2. The workers compensation insurance shall include the following terms:
 - i. Employer’s Liability limits of \$1,000,000 for each accident is required.
 - ii. “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.
 - iii. Texas must appear in Item 3A of the Worker’s Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

F. Professional Liability requirements:

1. Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A. M. Best Key Rating Guide.
2. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.
3. For “claims made” policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

7. INDEMNIFICATION

THE CONSULTANT OR IT'S INSURER WILL INDEMNIFY, DEFEND AND HOLD THE CITY, IT'S OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS CONTRACT. WITHOUT MODIFYING THE CONDITIONS OF PRESERVING, ASSERTING OR ENFORCING ANY LEGAL LIABILITY AGAINST THE CITY AS REQUIRED BY ANY LAW, THE CITY WILL PROMPTLY FORWARD TO THE CONSULTANT EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. THE CONSULTANT WILL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS THE CONSULTANT MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF THE CITY ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. THE CONSULTANT WILL PAY ALL JUDGMENTS FINALLY ESTABLISHING LIABILITY OF THE CITY IN ACTIONS DEAFENED BY THE CONSULTANT PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY INCLUDING INTEREST ACCRUING TO THE DATE OF THE PAYMENT BY THE CONSULTANT, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION, WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. THE CITY WILL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO THE CONSULTANT'S PROPERTY FROM ANY CAUSE.

8. Gratuities

The City may, by written notice to the Consultant, cancel this contract without liability to the Consultant if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Consultant, or any agent or representative of the Consultant, to any City officer or employee with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the

performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Consultant in providing such gratuities.

9. Right To Assurance

Whenever one party to this contract in good faith has a reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

10. Assignment-Delegation

No right or interest in this contract will be assigned or delegation of any obligation made by the Consultant without the written permission of the City. Any attempted assignment or delegation by the Consultant will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

11. Interpretation-Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or supplement or acquiescence in a course of performance rendered under this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

12. Availability of Funds

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated, or the scope may be amended. A 30-day written notice will be given to the Consultant and there will be no penalty nor removal charges incurred by the City.

13. Compliance with Laws and Ordinances

The Consultant shall at all times observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the Contract or the work and, to the extent allowed by law, shall indemnify and save and hold harmless the City against all claims arising from the violation of any such laws, ordinances and regulations whether by the Consultant or its employees or clients.

14. Venue and Law

For the purposes of determining the place of the Contract and the law governing the same, this Contract is entered into in the Town of Horizon City and County of

El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in El Paso County, Texas.

15. Severability

Every provision of this Contract is declared severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

16. Entire Agreement

This Contract, including the attached Scope of Work, constitutes and expresses the entire agreement between the parties regarding the scope of services specified. It shall not be amended or modified except in writing and signed by all parties.

17. Binding Agreement

The individual signing this Contract acknowledges that he or she is authorized to do so and said individual further warrants that he or she is authorized to commit and bind the Consultant to the terms and conditions of this Contract.

18. Dispute Resolution.

If either the Consultant or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Contract. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

19. Force Majeure.

The City and the Consultant will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Consultant shall be held responsible for inability to perform under this Contract if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

20. Notices

All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City: Town of Horizon City
Attn: Purchasing Agent
14999 Darrington Road Horizon City, Texas
79928

Consultant: GilFlo Consulting Services, LLC
10900 Stonelake Blvd.
Building 2 Suite, Suite 100
Austin, Texas 78759
ATTN: Melinda Gildart

Alternatively, notices shall be sent to such other addresses as the parties may designate to each other in writing from time-to-time.

21. Texas Tort Claims Act

This Consultant expressly agrees that, in all things relating to this Contract, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Consultant further expressly agrees that every act or omission of the City, which, in any way, pertains to or arises out of this Contract falls within the definition of a governmental function.

XVII. MISCELLANEOUS

- A. No waiver by the City of any violation or Event of Default shall be deemed or construed to constitute a waiver of any other violation or Event of Default herein contained. Forbearance by the City to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default.
- B. The Agreement may not be assigned or subcontracted by the Consultant without the written consent of the City. If all or a portion on the contract work is proposed to be assigned or subcontracted, the name of the individual(s) to complete the work, address and the Provider proposed shall be submitted within the scope of the proposal.
- C. The Provider represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Provider shall promptly notify the City.

- D. The Provider verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Provider shall promptly notify the City.
- E. The Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- F. The Provider represents and warrants that (1) it does not, and shall not for the duration of the Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Provider shall promptly notify the City.
- G. This Agreement shall be construed in accordance with the laws of the State of Texas and both parties' consent to El Paso County as the exclusive venue for any lawsuits arising from this Agreement. In the event either party fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for other party to enforce its rights by hiring an attorney or third party, the non-prevailing party shall be responsible for all fees and costs incurred by the prevailing party to enforce such rights.
- H. The City reserves, and does not waive, its rights of sovereign immunity and similar rights, and its rights under the Texas Tort Claims Act. No provision of this Agreement imposing any obligation or restriction on the City not permitted by applicable law shall be enforceable. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code. Any provision of this Agreement permitting or requiring discretion, consent, or approval by the Provider shall be deemed to require the same be exercised reasonably and in good faith.
- I. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural unless the context otherwise requires.
- J. The captions are inserted in this Agreement for convenience only and in no way define, limit, or describe the scope or intent of this Agreement, or any provisions thereof, nor in any way affect the interpretation of this Agreement.
- K. This Agreement may not be altered, changed, or amended except by an instrument in writing signed by both Parties.
- L. If any provision of this Agreement is found to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall continue as if such illegal, invalid, or unenforceable provision was not part of this Agreement.
- M. This Agreements is the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties,

or other matters, oral or written, purportedly agreed to or represented by or on behalf of either party or by any of their employees or agents, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Both parties acknowledge that they are entering into the Agreement solely on the basis of the representations and warranties contained herein.

Signed and effective the _____ day of May, 2025.

GILFO CONSULTING SERVICES

**By: _____
Melinda Gildart, President & Founder**

TOWN OF HORIZON CITY

**By: _____
Andres Renteria, Mayor**

ATTEST:

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

APPROVED AS TO CONTENT:

**By: _____
Eduardo Garcia, Interim-Planning Director**

APPROVED AS TO FORM:

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

ATTACHMENT “A”

Solicitation Number 2025-102RFP

Proposal for Grant Management, Administration and Compliance Professional Services

GilFlo Consulting Services, LLC

WEAVER & KENAZO SUBDIVISION

TRACT 1-J-1, SECTION 43, BLOCK 78, TOWNSHIP 3
T.&P. RAILWAY Co. SURVEYS, EL PASO COUNTY, TEXAS.
9.984 ACRES ±

PROPOSED LAND USE
COMMERCIAL
COMMERCIAL LOTS = 1

SCHOOL DISTRICT
CLINT
INDEPENDENT
SCHOOL DISTRICT

DEDICATION

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

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

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

Witness my signature this _____ day of _____ 2023.

SCOTT BAIN
BAIN INVESTMENTS

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared XXXXXXXXXXXXXXXXXXXXXXX, BAIN INVESTMENTS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same as the act and deed for the purpose and consideration herein expressed.

Given under my hand and seal of office this _____ day of _____ 2023.

Notary Public in and for El Paso County, Texas

My Commission Expires _____

TOWN OF HORIZON CITY TOWN COUNCIL

This subdivision is hereby approved as to the platting and as to the conditions of the dedication in accordance with Chapter 212 of the Local Government Code of Texas, this _____ day of _____ 2023.

Accepted and adopted by the City Council of Town of Horizon City this _____ day of _____ 2023.

Elvia Schuller, City Clerk

Andres Renteria, Mayor

Approved for filing this _____ day of _____ 2023.

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

FILING

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this _____ day of _____ 2023, in Volume _____ of the Plat Records,
Page _____, File No. _____.

County Clerk

by Deputy

Subdivision improvement plans prepared by and under the supervision of:

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

Sandra M. Hernandez, P.E.
Registered Professional Engineer
Registration No. 97224

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

OWNER

BAIN INVESTMENTS
14160 BLAIR DRIVE
HORIZON CITY, TEXAS 79928
VOICE: (915) 852-8620
CONTACT: SCOTT BAIN

ENGINEER

SANDRA HERNANDEZ
10710 GATEWAY NORTH,
SUITE B-5, BOX# 255,
EL PASO, TEXAS 79924
PHONE: (915) 238-4699

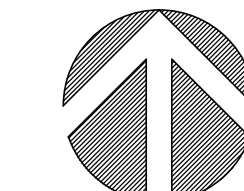
SURVEYOR



Land-Mark Professional
Surveying, Inc.
1420 Bessemer Drive, Suite 'A',
El Paso, Texas 79935
(915) 598-1300
email: Larry@land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

DATE OF PREPARATION: JUNE 19, 2023
DATE OF LAST REVISION: NOVEMBER 20, 2023

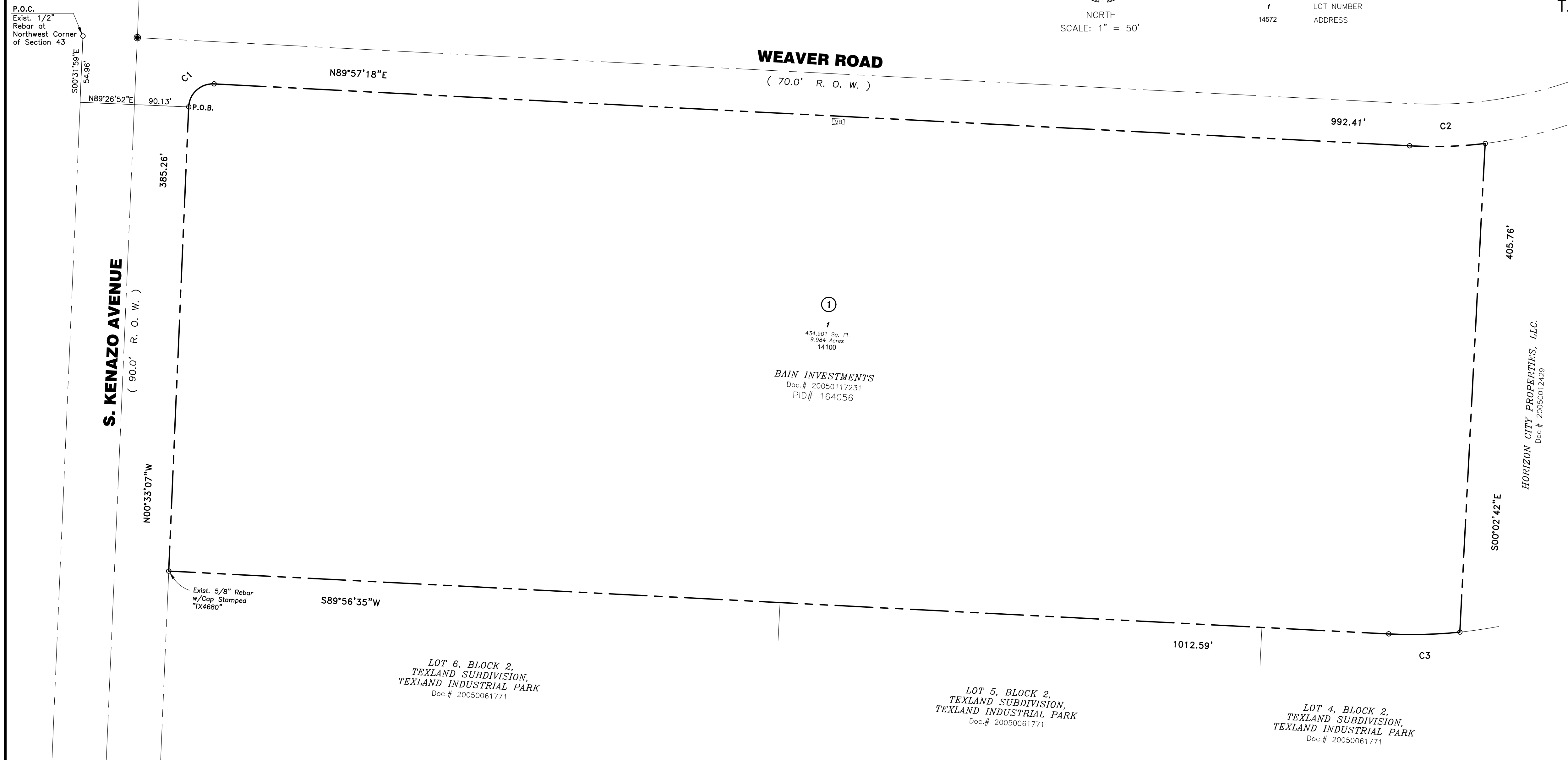
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	20.00'	31.58'	28.40'	N44°43'20"E	89°27'56"
C2	384.00'	62.72'	62.64'	N89°16'36"E	09°21'24"
C3	384.00'	59.08'	59.02'	S89°32'08"W	08°48'53"



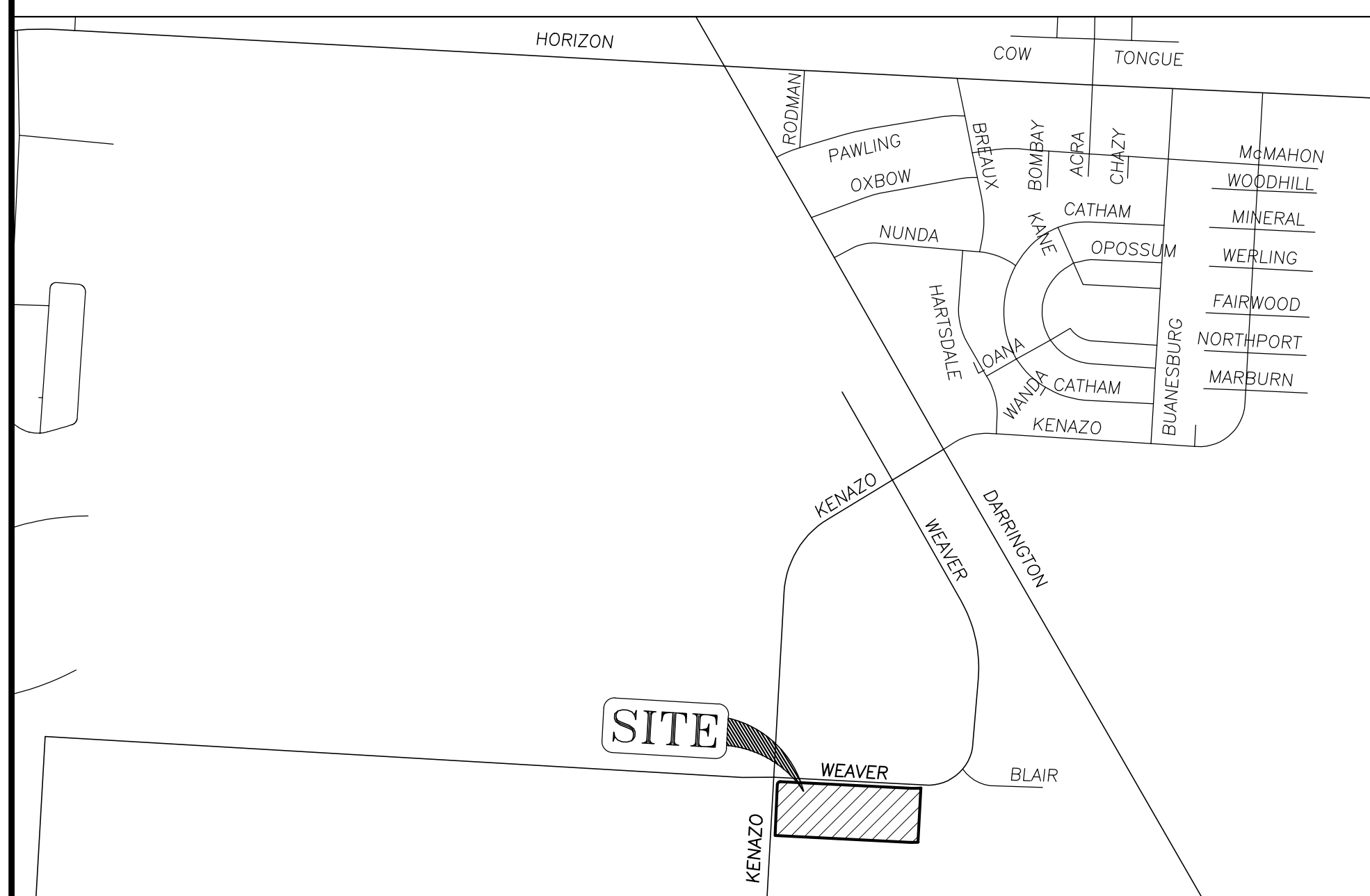
NORTH
SCALE: 1" = 50'

LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- STREET CENTERLINE
- EASEMENT LINE
- ① BENCHMARK
- 1 LOT NUMBER
- 14572 ADDRESS



LOCATION MAP SCALE: 1"=1000'



BENCHMARK

CITY MONUMENT AT THE CENTERLINE INTERSECTION OF
KENAZO AVENUE & WEAVER ROAD.
ELEVATION 4020.01' (NAVD 88 DATUM)

PLAT NOTES AND RESTRICTIONS

- BEARINGS ARE BASED ON UNDERLYING DEEDS.
- = THIS SYMBOL REPRESENTS ALL EXISTING 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 TX4869 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. _____
- WEAVER & KENAZO SUBDIVISION 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 TWO (2) YEARS OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
- LOT 1 IS SUBJECT TO ON-SITE PONDING OF STORMWATER RUN-OFF. LOT OWNERS ARE RESPONSIBLE FOR MAINTAINING ADEQUATE PROVISIONS TO RETAIN ALL STORMWATER RUN-OFF GENERATED FROM THEIR RESPECTIVE LOT.

METES & BOUNDS DESCRIPTION

COMMENCING, for reference, at an existing 1/2" dia. rebar at the northwest corner of Section 43; Thence, South 0°31'59" East, 54.96 feet to a point at the south boundary line of Horizon Industrial Park Unit One, a subdivision of record in Book 39 at Page 20; Thence, with the south boundary line of Horizon Industrial Park Unit One, North 89°26'52" East, 90.13 feet to a point for the POINT OF BEGINNING hereof;

THENCE, with the south boundary line of Horizon Industrial Park Unit One, the following three courses:
1) along a curve to the right 31.58 feet through a central angle of 90°27'56", having a radius of 20.00 feet having a chord direction of North 44°43'20" East 28.40 feet to a point;
2) With the south right-of-way line of Weaver Road North 89°57'18" East, 992.41 feet;
3) along a curve to the left 62.72 feet through a central angle of 9°21'24", having a radius of 384.00 feet, having a chord direction of North 89°16'36" East, 62.64 feet to the westerly boundary line of an unrecorded contract of sale into Teraco;

Thence, with the west boundary line of said 2 acre Teraco contract of sale, South 0°02'42" East, 405.76 feet to the north boundary line of that certain 70.0178 acre parcel described in Book 2951 at Page 1615;

Thence, with the boundary line of said 70.0178 acre parcel, the following three courses:

- along a curve to the right 59.08 feet through a central angle of 8°48'53", having a radius of 384.00 feet, having a chord direction of South 85°32'08" West, 59.02 feet to a point;
- South 89°56'35" West, 1012.59 feet to an existing 5/8" dia. rebar with plastic cap found marked TX 4680;
- North 0°03'30" West 385.26 feet, to the POINT OF BEGINNING containing 9.984 acres or 434,901 square feet.

RESOLUTION

That the Mayor is authorized to sign a Developer Participation Agreement between the Town of Horizon City and SCB Holdings LTD for over width paving on the extension of Kenazo adjacent to Weaver & Kenazo, in an amount not to exceed \$151,789.20.

PASSED AND APPROVED THE _____ DAY OF May 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)
) **DEVELOPER PARTICIPATION AGREEMENT**
COUNTY OF EL PASO)

This Developer Participation Agreement is executed and made effective this day ____ of _____, 2025, the date last signed by a party to this agreement, by and between the TOWN OF HORIZON CITY, hereinafter referred to as the "City", and SCB Holdings LTD, a Texas Corporation, hereinafter referred to as the "Developer."

WITNESSETH:

WHEREAS, Developer, in conjunction with its design and construction of Weaver & Kenazo Subdivision (the "Development"), located east of Kenazo Ave. and South of Weaver Rd., desires to proceed with the design and construction of a portion of right-of-way within the Kenazo Ave. (the "Project") to provide access to the Development; and

WHEREAS, Texas Local Government Code 212.071 authorizes a municipality with 5,000 or more inhabitants to enter into a contract with a developer to construct public improvements related to the development, not including a building, without complying with the competitive bidding procedures of Local Government Code Chapter 252; and

WHEREAS, Texas Local Government Code 212.072 limits the municipality's participation in the cost of the public improvements to thirty percent (30%) of the total contract price for the additional public improvements; and

WHEREAS, Developer's design and construction of the full width of a portion of Kenzo Ave., standard curb and gutter, 5' ft. sidewalk, red screenings-median and relocate existing dead end guardrail, will enhance the traffic flow in the area and serve as a key entrance to the Development and will be consistent with the improvements in and around the Development, will provide a benefit to local tax payers, and is in the best interest of the citizens of the City; and

WHEREAS, the Developer and the City agree that the Developer shall design and construct on the City's right-of-way to the west of the Development; and

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements of the parties hereto, the City and Developer do agree as follows:

1. **Scope of Project.** The "Project" is defined as design and construction of a portion of Kenazo Ave. right-of-way at the Development's west entrance, pursuant to the Construction Drawings, Plans and Specifications attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "Plans"). All work, materials and construction shall comply with the Construction Drawings, Plans and Specifications as approved by the City's Engineer.
 - a. Developer shall construct all improvements required under this Agreement pursuant to the terms and conditions specified herein.
 - b. In constructing the improvements, to include but not be limited to the use of or the

adjustment of the abutting traffic lanes on Kenazo Ave. and Weaver Rd. during the construction, Developer shall comply with all applicable federal, state and local laws including all City ordinances, codes and regulations, to include but not be limited to compliance with the "Texas Manual of Uniform Traffic Control Devices" as the minimum standards for the placement of barricades and signs for safeguarding pedestrian and vehicular traffic. Failure to do so in any manner shall constitute a material breach of this Agreement. In addition, Developer shall obtain all permits and inspections required by the City and be responsible for any costs associated with obtaining such permits and inspections. A material breach of this contract by the Developer gives the City the right to suspend the work and require a correction of any violation before the work may continue and, at the City's election entitles the City to declare the contract void if the Developer does not remedy the breach within ten days after receipt of notice of breach from the City, and recover any damages the City may suffer due to the failure of the Developer to complete the Project.

- c. Developer shall not commence construction of the improvements without receiving the written approval by the City's Engineer on the materials and construction and which approval shall not be unreasonably withheld or delayed.
- d. Developer agrees that construction of the improvements shall be pursued regularly, diligently, and uninterrupted at such a rate of progress as shall ensure substantial completion of the Project within the time specified. It is expressly understood and agreed, by the Developer and the City, that the time for the completion of the project is a reasonable time for completion.

2. Inspection and Acceptance.

- a. The City shall make routine inspections of the construction, including a final inspection prior to acceptance. All work performed by the Developer or its agent shall be done in a good and workmanlike manner satisfactory to the City. If the work is not acceptable to the Town at the time of such inspection, the City shall inform the Developers as to the particular defects to be remedied before final acceptance shall be made.
- b. All improvements shall be completed and accepted for operation and maintenance by the City within 24 months following the Effective Date of this Agreement, unless otherwise extended by written agreement and approval by the City, subject to delays by reason of Force Majeure. The term "Force Majeure" means an event that causes delay by reason of an act of God, fire, windstorm, flood, explosion, collapse of structure or other casualty, epidemic, infectious disease, riot, war, terrorism, military power, labor disputes, failure of utility service, court order, inability to obtain materials, adverse weather that is unusual and unanticipated for the period of time, or an act of like nature that is beyond the reasonable control of either party.

- 3. Project Funding and Cost.** The Developer's Engineer has estimated the cost of construction to be \$151,789.20. The cost estimate is attached to this agreement as Exhibit "B". The Developer agrees that all of the improvements under this Agreement are necessary and attributable to their proposed development and for the purpose of providing improved access to the Property. Developer understands and agrees that the Developer will be solely responsible for all costs associated with the Project, even if

the cost exceeds the given estimate, and shall not request reimbursement from the City. The Town shall not be responsible for any Project costs incurred by the Developer.

- 4. Insurance.** Developer agrees to procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Developer and the Developer's employees performing work covered by this Agreement, and the City from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Developer or by anyone directly or indirectly employed by the Developer. The minimum limits of liability and coverages shall be as follows:

COMMERCIAL GENERAL LIABILITY

Personal Injury or Death

\$1,000,000.00 for one person or occurrence

\$2,000,000.00 for two or more persons or occurrences

Property Damage

\$1,000,000.00 per occurrence

General Aggregate

\$1,000,000.00

AUTOMOBILE LIABILITY

Combined Single Limit

\$1,000,000.00 per accident

- 5. Warranty.** The Developer warrants and guarantees for one (1) year from Final Inspection and Acceptance of the Project. This includes a Warranty and Guarantee against any and all defects for one (1) year from Final Inspection and Acceptance. The Developer must correct any and all defects in material and/or workmanship which may appear during the Warranty period, or any defects that occur within one (1) year of Final Inspection and Acceptance at no cost to the Town, within a reasonable period of time, and to the Town's satisfaction.
- 6. Records.** Developer's books and other records relating to the Project shall be available for inspection by the Town.
- 7. Conformance with Specifications and City standards.** Developer certifies that the Project will be completed in conformance with the Construction Drawings, Plans and Specifications as approved by the City's Engineer.
- 8. INDEMNITY.** Developer agrees to indemnify the City for any engineering errors made or caused by Developer's engineer or any construction errors caused by Developer's contractor that impair or prevent the use of the Improvements.

Developer and his sureties shall indemnify, defend and save harmless

the City and all of its officers, agents and employees, including any member of its governing body, from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property, or allegedly suffered by any person, persons, or property (including without limiting the foregoing, injury to or death of persons and damage to property) on account of or incidental to the work, services of activities of the Developer during the construction of the Project; or on account of the failure of the Developer to provide the necessary shoring, barricades, warning lights or signs; and shall be required to pay any judgment, with cost, which may be obtained against the City growing out of such injury or damage, including reasonable attorney's fees, expert witnesses' and consultants' fees and all other costs of suit.

Developer further agrees that is shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the improvements are being made. It is expressly understood and agreed that City shall not be liable or responsible for the negligence of Developer, including but not limited to its officers, agenda, employees, subcontractors, licensees, invitees and other persons.

It is further agreed with respect to the above indemnity, that City and Developer will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Developer or City, and City shall have the right to compromise and defend the same to the extent of its own interests.

9. **Term.** This Agreement shall become enforceable upon execution by the City and Developer and shall be effective on the Effective Date. This Agreement shall not expire, subject to the laws of the State of Texas, unless terminated by mutual written agreement of the parties.
10. **Notice.** Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

Developer: _____
ATTN: _____

City: Town of Horizon City
ATTN: Eduardo Garcia, Interim Planning Director
14999 Darrington Rd.
Horizon City, TX 79928

Either party may designate a different address at any time upon written notice to the other party.

11. **Interpretation.** The City and Developer agree that this Agreement has been freely negotiated by both parties. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any controversy, dispute or contest over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party, nor shall any presumption or conclusion be drawn against either party by virtue of that party having drafted this Agreement or any portion thereof.
12. **Applicable Law.** This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in the State courts of El Paso County, Texas.
13. **Severability.** In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
14. **Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
15. **Relationship of the Parties.** It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. Developer further acknowledges that it is not an agent, servant or employee of the City and is therefore, responsible for its own actions performed by itself, its agents and employees during the term of this Agreement.

16. **Exhibits.** The Exhibits attached hereto are incorporated by reference for all purposes.
Town of Horizon City, Texas

Andres Renteria
Mayor

Attest:

Elvia Schuller
City Clerk

Dated this _____ day of _____ 2025.

Developer

By: _____
Title and printed name

Dated this _____ day of _____ 2025.

The last date signed by one of the parties shall be the effective date and shall be entered above.

State of Texas §
County of El Paso §

This instrument was acknowledged before me on the _____ day of _____ 2025 by _____, Mayor of the Town of Horizon City, Texas.

Notary Public, State of Texas

State of Texas §
County of El Paso §

This instrument was acknowledged before me on the _____ day of _____, 2025,
by _____, _____ of _____, a Texas
corporation, on behalf of said corporation.

Notary Public, State of Texas

WEAVER & KENAZO SUBDIVISION

TRACT 1-J-1, SECTION 43, BLOCK 78, TOWNSHIP 3
T.&P. RAILWAY Co. SURVEYS, EL PASO COUNTY, TEXAS.
9.984 ACRES ±

PROPOSED LAND USE
COMMERCIAL
COMMERCIAL LOTS = 1

SCHOOL DISTRICT
CLINT
INDEPENDENT
SCHOOL DISTRICT

DEDICATION

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

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

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

Witness my signature this _____ day of _____ 2023.

SCOTT BAIN
BAIN INVESTMENTS

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared XXXXXXXXXXXXXXXXXXXXXXX, BAIN INVESTMENTS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that executed the same as the act and deed for the purpose and consideration herein expressed.

Given under my hand and seal of office this _____ day of _____ 2023.

Notary Public in and for El Paso County, Texas

My Commission Expires _____

TOWN OF HORIZON CITY TOWN COUNCIL

This subdivision is hereby approved as to the platting and as to the conditions of the dedication in accordance with Chapter 212 of the Local Government Code of Texas, this _____ day of _____ 2023.

Accepted and adopted by the City Council of Town of Horizon City this _____ day of _____ 2023.

Elvia Schuller, City Clerk

Andres Renteria, Mayor

Approved for filing this _____ day of _____ 2023.

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

FILING

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this _____ day of _____ 2023, in Volume _____ of the Plat Records,
Page _____, File No. _____.

County Clerk

by Deputy

Subdivision improvement plans prepared by and under the supervision of:

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

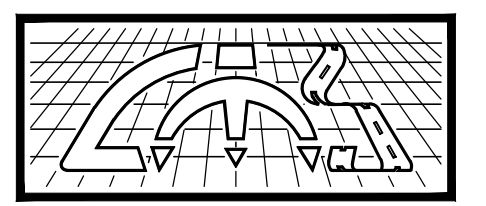
Sandra M. Hernandez, P.E.
Registered Professional Engineer
Registration No. 97224

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

OWNER
BAIN INVESTMENTS
14160 BLAIR DRIVE
HORIZON CITY, TEXAS 79928
VOICE: (915) 852-8620
CONTACT: SCOTT BAIN

ENGINEER
SANDRA HERNANDEZ
10710 GATEWAY NORTH,
SUITE B-5, BOX# 255,
EL PASO, TEXAS 79924
PHONE: (915) 238-4699

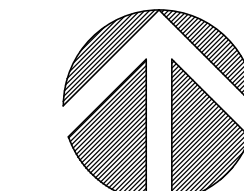
SURVEYOR



Land-Mark Professional Surveying, Inc.
1420 Bessemer Drive, Suite 'A',
El Paso, Texas 79935
(915) 598-1300
email: Larry@land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

DATE OF PREPARATION: JUNE 19, 2023
DATE OF LAST REVISION: NOVEMBER 20, 2023

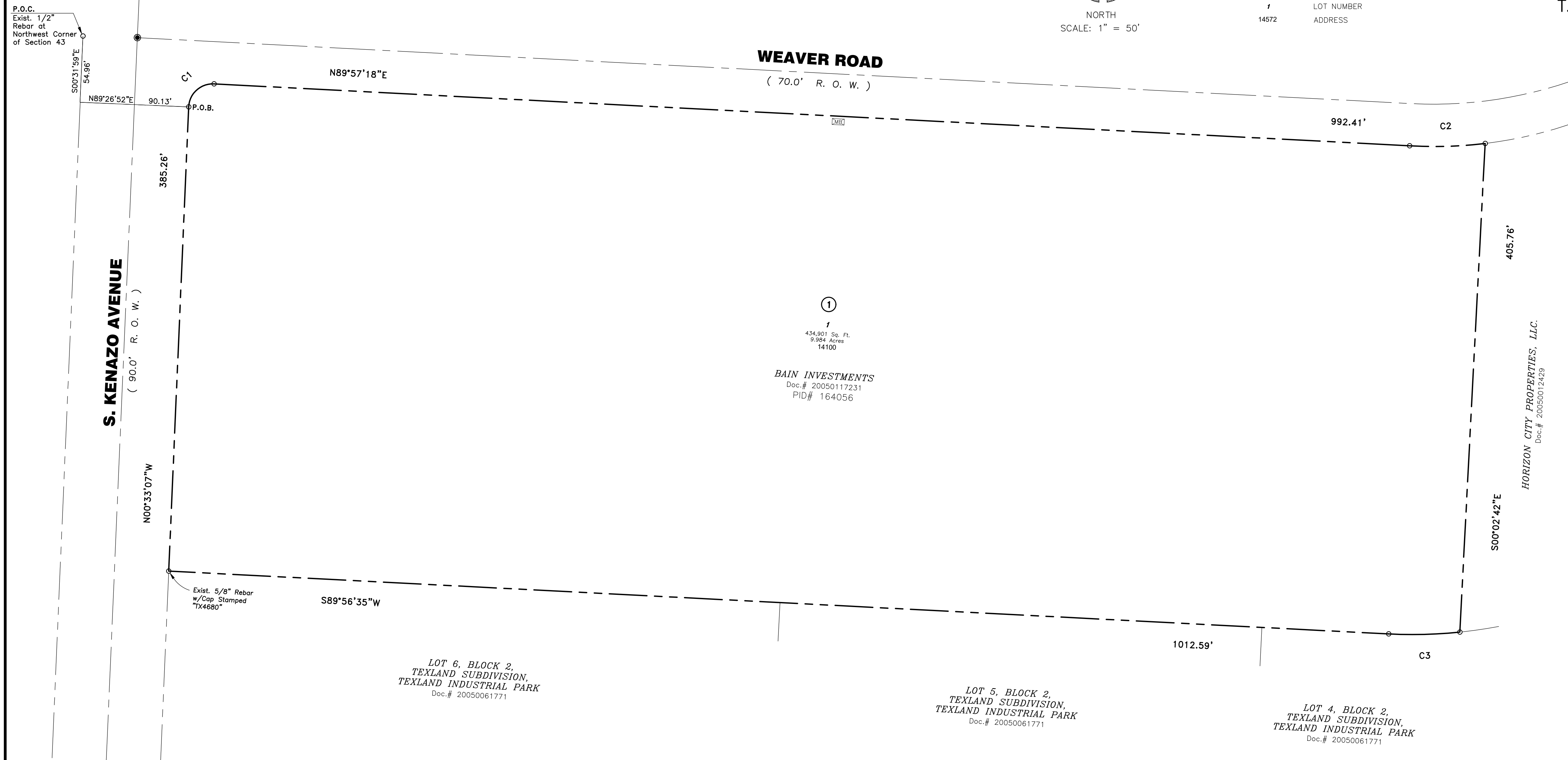
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	20.00'	31.58'	28.40'	N44°43'20"E	89°27'56"
C2	384.00'	62.72'	62.64'	N89°16'36"E	09°21'24"
C3	384.00'	59.08'	59.02'	S89°32'08"W	08°48'53"



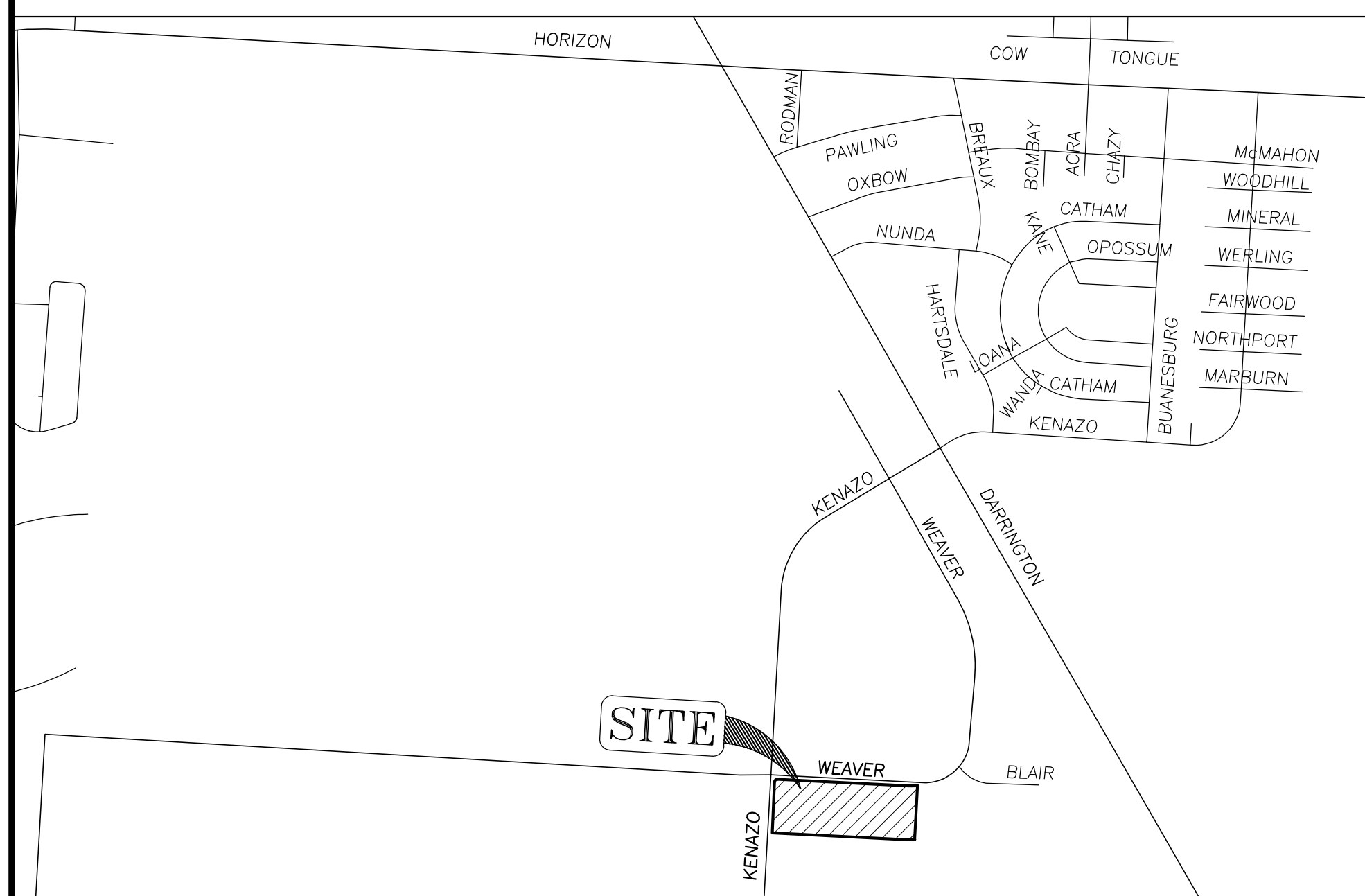
NORTH
SCALE: 1" = 50'

LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- STREET CENTERLINE
- EASEMENT LINE
- ① BENCHMARK
- 1 LOT NUMBER
- 14572 ADDRESS



LOCATION MAP SCALE: 1"=1000'



BENCHMARK

CITY MONUMENT AT THE CENTERLINE INTERSECTION OF
KENAZO AVENUE & WEAVER ROAD.
ELEVATION 4020.01' (NAVD 88 DATUM)

PLAT NOTES AND RESTRICTIONS

- BEARINGS ARE BASED ON UNDERLYING DEEDS.
- = THIS SYMBOL REPRESENTS ALL EXISTING 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 TX4869 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. _____
- WEAVER & KENAZO SUBDIVISION 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 TWO (2) YEARS OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
- LOT 1 IS SUBJECT TO ON-SITE PONDING OF STORMWATER RUN-OFF. LOT OWNERS ARE RESPONSIBLE FOR MAINTAINING ADEQUATE PROVISIONS TO RETAIN ALL STORMWATER RUN-OFF GENERATED FROM THEIR RESPECTIVE LOT.

METES & BOUNDS DESCRIPTION

COMMENCING, for reference, at an existing 1/2" dia. rebar at the northwest corner of Section 43; Thence, South 0°31'59" East, 54.96 feet to a point at the south boundary line of Horizon Industrial Park Unit One, a subdivision of record in Book 39 at Page 20; Thence, with the south boundary line of Horizon Industrial Park Unit One, North 89°26'52" East, 90.13 feet to a point for the POINT OF BEGINNING hereof;

THENCE, with the south boundary line of Horizon Industrial Park Unit One, the following three courses:
1) along a curve to the right 31.58 feet through a central angle of 90°27'56", having a radius of 20.00 feet having a chord direction of North 44°43'20" East 28.40 feet to a point;
2) With the south right-of-way line of Weaver Road North 89°57'18" East, 992.41 feet;
3) along a curve to the left 62.72 feet through a central angle of 9°21'24", having a radius of 384.00 feet, having a chord direction of North 89°16'36" East, 62.64 feet to the westerly boundary line of an unrecorded contract of sale into Tereco;

Thence, with the west boundary line of said 2 acre Tereco contract of sale, South 0°02'42" East, 405.76 feet to the north boundary line of that certain 70.0178 acre parcel described in Book 2951 at Page 1615;

Thence, with the boundary line of said 70.0178 acre parcel, the following three courses:

- along a curve to the right 59.08 feet through a central angle of 8°48'53", having a radius of 384.00 feet, having a chord direction of South 85°32'08" West, 59.02 feet to a point;
- South 89°56'35" West, 1012.59 feet to an existing 5/8" dia. rebar with plastic cap found marked TX 4680;
- North 0°03'30" West 385.26 feet, to the POINT OF BEGINNING containing 9.984 acres or 434,901 square feet.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: May 13, 2025

To: Honorable Mayor and Members of City Council

From: Art Rubio, Chief Planner

SUBJECT: On the submitted **Replat** application for **Horizon City Unit Forty Seven Replat A (Case No. SUC25-0003)**, and authorize the Mayor to sign the recording plat. Legally described as a portion of Lot 8, Block 353, Horizon City Unit Forty-Seven, El Paso County, Texas. Containing 1.5071 acres ±. Application submitted by Sitework Engineering.

On April 21, 2025, the Planning & Zoning Commission recommended unanimous approval of the submittal of Horizon City Unit Forty Seven Replat A on a Preliminary and Final Subdivision Replat basis.

The application meets all minimum requirements of a preliminary and final subdivision replat, has addressed all agency review comments and staff recommends approval of Horizon City Unit Forty Seven Replat A on a Preliminary and Final subdivision replat basis.

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



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: SUC25-0003 Martinez Subdivision

Application Type: Replat Application
P&Z Hearing Date: April 21, 2025
Staff Contact: Art Rubio, Chief Planner
 915-852-1046, Ext. 407; arubio@horizoncity.org

Address/Location: North of Horizon Blvd. and East of Anderpont St
Property ID Nos.: H77904735300080
Legal Description: A portion of Lot 8, Block 353, Horizon City, Unit Forty-Seven, El Paso County, Texas.

Property Owner: Martin Adrian Martinez & Pedro Jesus Martinez
Applicant/Rep.: Jorge Garcia
Nearest Park: Horizon Mesa Park
Nearest School: Horizon High School

SURROUNDING PROPERTIES:		
Zoning		Land Use
N	ETJ	Residential
E	ETJ	Residential
S	ETJ	Vacant
W	R-2 (Single-Family Residential) Horizon City	Residential
LAND USE AND ZONING:		
Existing		Proposed
Land Use	Residential	Residential Subdivision
Zoning	R-2 Residential	R-2 Residential

Application Description:

Preliminary and Final Subdivision:

The proposed preliminary and final residential subdivision includes 3 lots for single-family residential development, the smallest lot measuring approximately 21,780.21 sq. ft. and the largest lot measuring approximately 22,089.55 sq. ft

Staff Recommendation:

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

Planning Division Comments:

Preliminary Plat:

- 1. ~~Driveway for 119 Anderpont St shall be coordinated and approved by El Paso County Planning & Development.~~
- 2. ~~Plat notes include covenants please submit a copy of the covenants, if applicable or remove note.~~
- 3. ~~Final Engineering Report is required for proposed subdivision not connected to an established and regulated MUD <https://ecode360.com/39708873>~~

Final Plat

- 1. ~~For proposed subdivisions not connected to an established and regulated MUD, the final plat shall be accompanied by an engineering report bearing the signed and dated seal of a professional engineer registered in the State of Texas. § 4.4 FINAL ENGINEERING REPORT <https://ecode360.com/39708873>~~
- 2. ~~Where private on-site sewerage facilities are proposed, the final engineering report shall include the soils information and percolation test results required for a Subdivision Construction Authorization under Chapter 8 of the County's Rules for On-Site Sewerage Facilities.~~
- 3. ~~Add plat note: Lot owner is responsible to secure all private waste water system permits.~~

Town Engineer Comments:

Preliminary Plat:

- 1. ~~Sec. 4.2.2.5: Provide features pertinent to subdivision such as any existing utilities with the size of sewer or water mains.~~
- 2. ~~Sec. 4.2.2.9: Provide certification from utility and/or service agencies indicating their satisfaction with the location and extent of utility easements. The certification must also state whether utility services will be sufficient to serve the subdivision. If these certifications are not submitted with the preliminary plat, the City may forward the plat and a comment sheet to the agencies to request service information and easement location comments. A fee will be assessed to cover the associated cost.~~

Final Plat:

- 1. ~~Add the title "Final Plat" near the subdivision name or scale~~

El Paso 9-1-1 District Comments:

The addresses on Andrepont should be even addresses, not odds.

El Paso County

Attachment #7 are the comments for El Paso County.

TxDOT Comments:

No Comments

El Paso Electric Company:

We have no comments for the Martinez Subdivision

Texas Gas Service:

In reference to replat application for "Martinez Subdivision", Texas Gas Service have an active service line at 14710 Allemands Ave

El Paso Natural Gas / Kinder Morgan:

No Comments

Clint ISD:

Clint ISD takes no exception to the information presented

El Paso Central Appraisal District Comments (EPCAD):

No Comments

HRMUD:

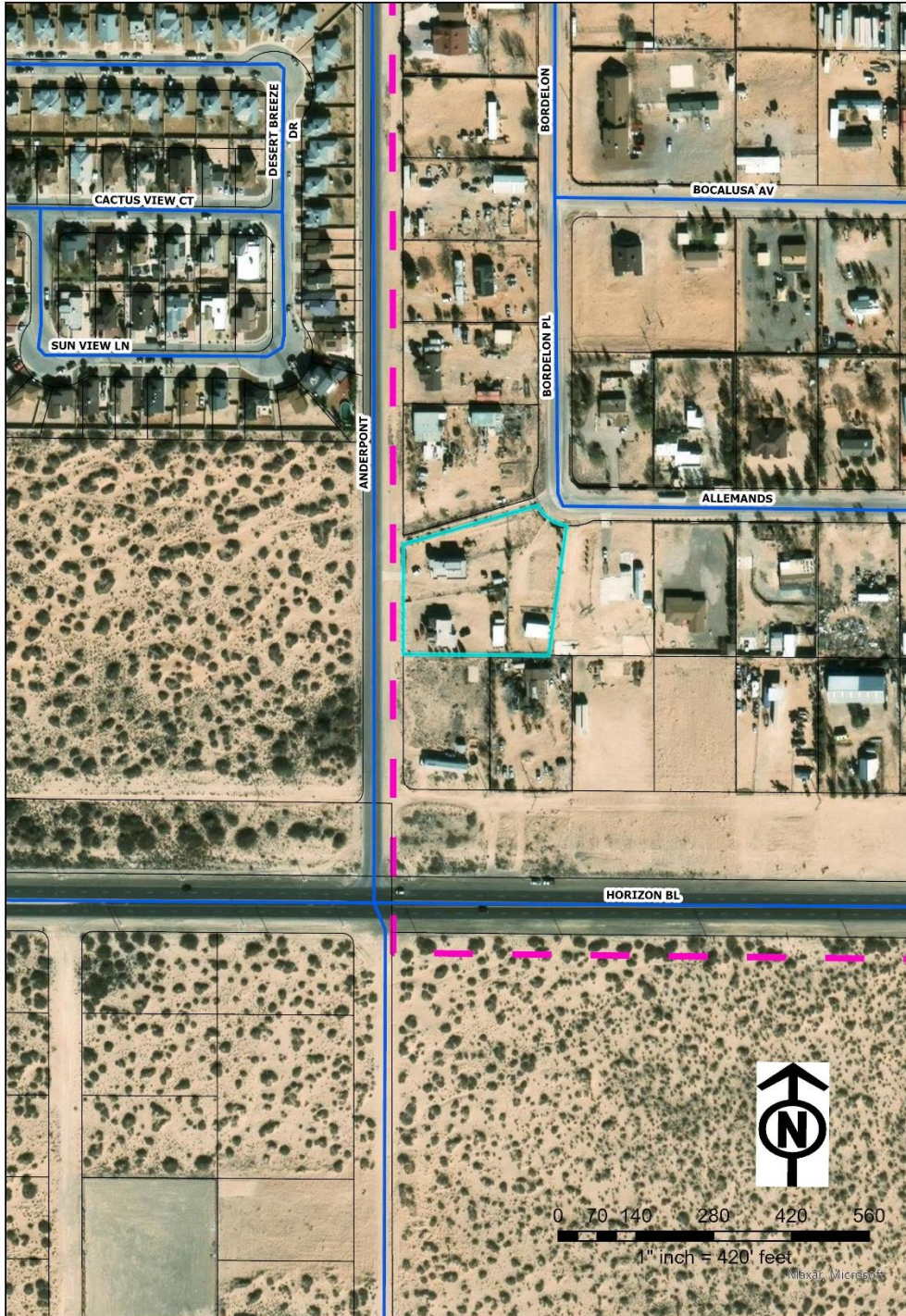
- ~~Should be a resubdivision of Horizon City Unit 47?~~
- ~~All water services must connect to lines fronting the proposed lots determined by the lot address (Andrepoint and Allemands). Wastewater connection is currently being coordinated with the Districts Engineering Committee.~~

Attachments:

- 1 - Aerial
- 2 - Zoning Designation Map
- 3 - Location Map
- 4 - Preliminary Plat
- 5 - Final Plat
- 6 - Replat Application
- 7 - El Paso County Comments

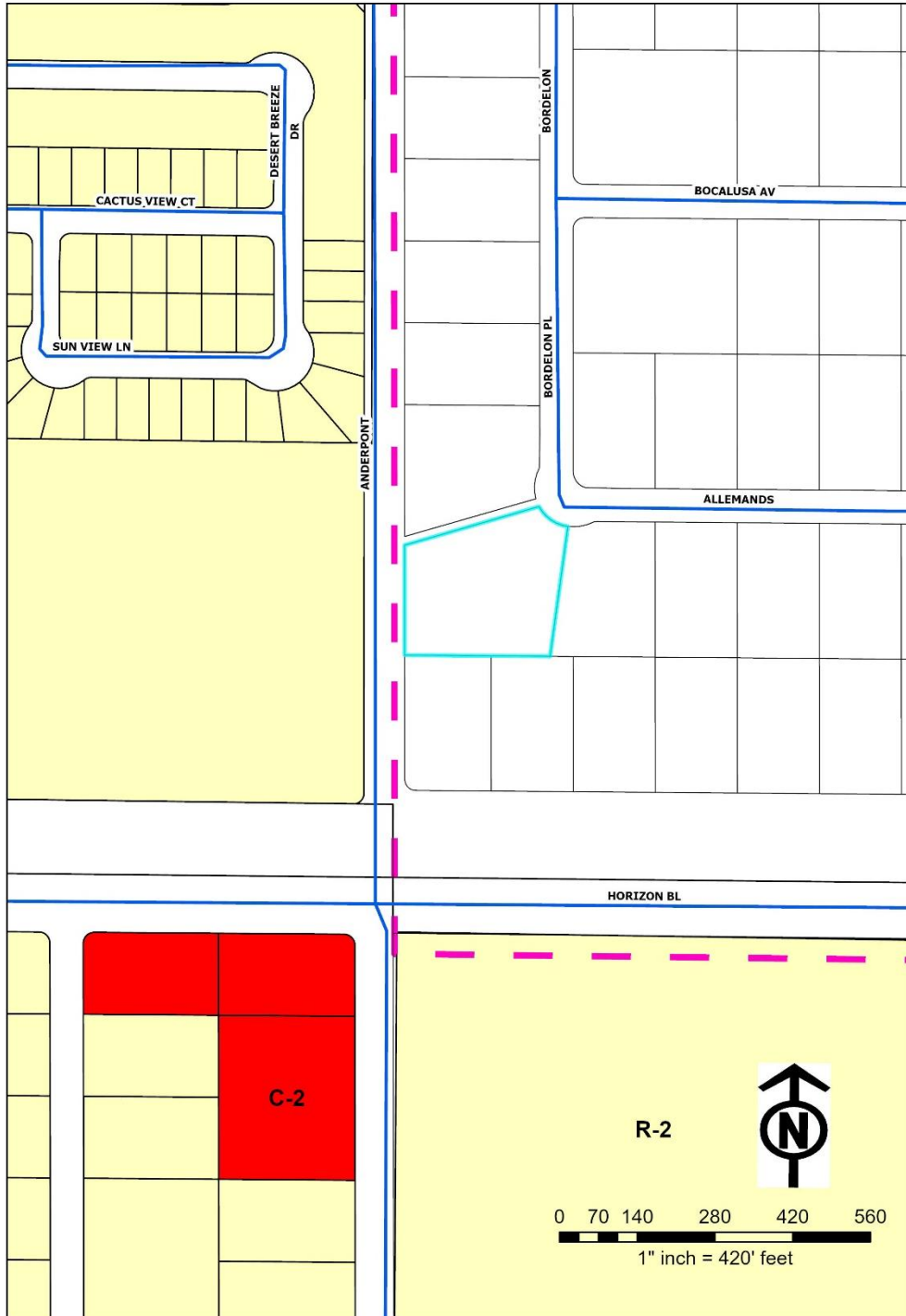
Attachment 1: Aerial Map

**Planning & Zoning Commission
Martinez Subdivision
Case No. SUC25-0003**

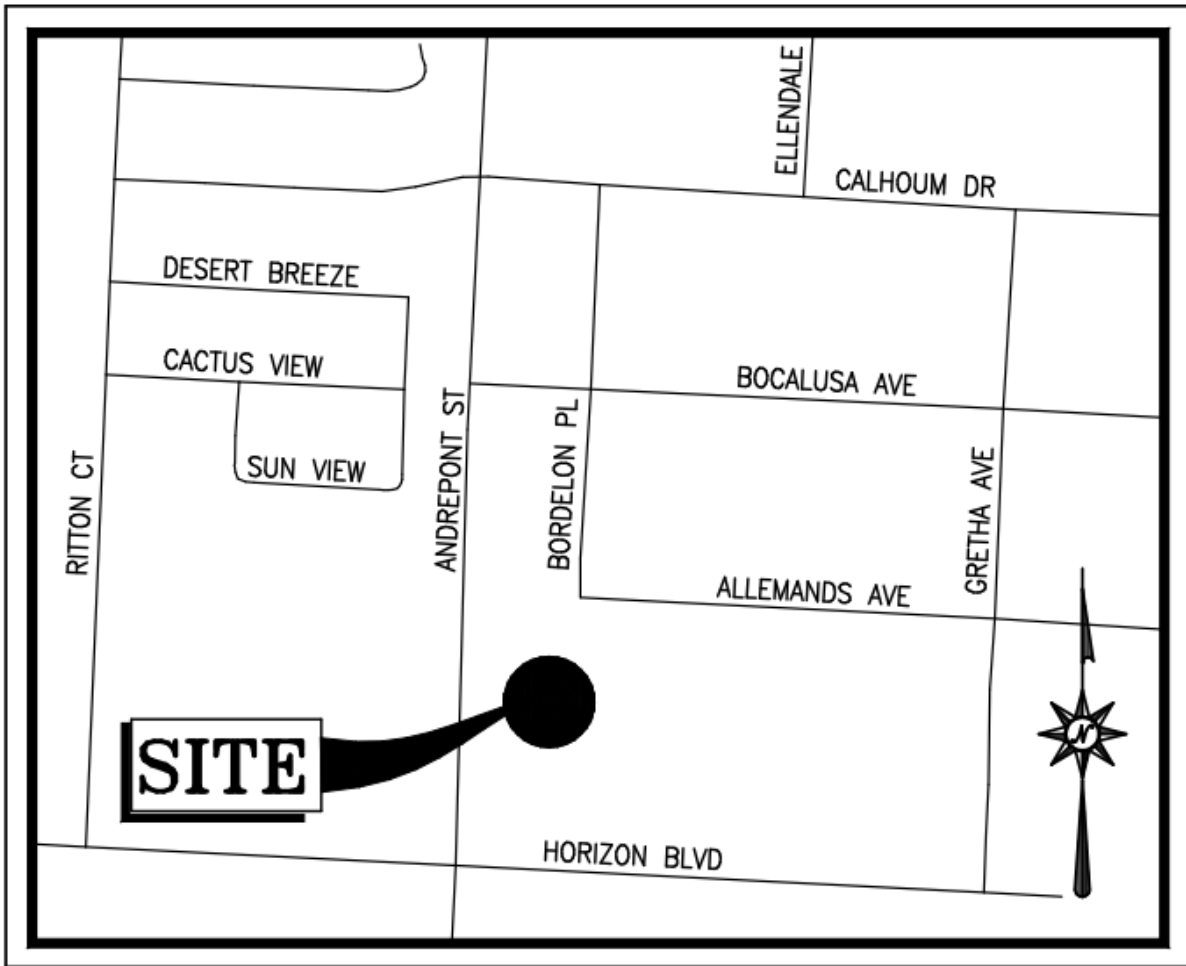


Attachment 2: Zoning Designation Map

**Planning & Zoning Commission
Martinez Subdivision
Case No. SUC25-0003**



Attachment 3: Location Map



Attachment 6: Replat Application



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

REPLAT APPLICATION

SUBDIVISION PROPOSED NAME: MARTINEZ SUBDIVISION SUBMITTAL DATE: _____

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
LOT B, BLOCK 353, HORIZON CITY UNIT 47

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	<u>1.50</u>	<u>3</u>	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	_____	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	_____	_____
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK	_____	_____		_____	_____
SCHOOL	_____	_____		_____	_____
COMMERCIAL	_____	_____	TOTAL NO. SITES	<u>1.50</u>	<u>3</u>
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>1.50</u>	_____

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

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

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

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

7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES ± 5,000 S.F.

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

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

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

11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: HORIZON ETJ

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

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

14. OWNER OF RECORD MARTIN ADRIAN MARTINEZ
PEDRO JESUS MARTINEZ, 1970 ALEMANS, EPTX, 915.633.6422
(NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER _____
(NAME & ADDRESS) (EMAIL) (PHONE)

16. ENGINEER SITENOTE ENGINEERING
444 EXECUTIVE CIR SUITE 134, jgarcia@sitenote 915.351.8033
(NAME & ADDRESS) (EMAIL) (PHONE)

17. APPLICANT _____
(NAME & ADDRESS) (EMAIL) (PHONE)

18. REP/POINT OF CONTACT _____
(NAME & ADDRESS) (EMAIL) (PHONE)

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

Applicant Signature [Signature] EMAIL pmartinez417@gmail.com

APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
 Acceptance of fee does not grant acceptance of application.
 Non Refundable Deposit \$800 | Application Fees: \$1600 | Publishing Fee Deposit for Residential

Attachment 7: El Paso County Comments

11 March 2025 1:00:32 PM



County of El Paso, TX

**Planning and Development
Dept. County Comments**

800 E. Overland Ave, Suite 200, El Paso, TX, 79901 Telephone:
(915) 546-2015

Project 25-047P
MARTINEZ SUBDIVISION

Project Address 14710 ALLEMANS Ave
EL PASO COUNTY, TX 79928
United States

Project Contact Jorge Garcia
jgarcia@siteworkengineering.com
9153518033

Files and Attachments 24059 Martinez Subdivision - 01-28-2025.pdf
1st Submittal

Project Details

- Project Type: Subdivision Replat

Instructions

The County Planning & Development Department has reviewed the request and offer the following comments and recommendations:

Engineers

[Sheet 3 | Comment 00007 | 24059 Martinez Subdivision - 01-28-2025.pdf]

Arturo Del Bosque

Review all reports and correct any misspellings or grammar issues

[Sheet 1 | Comment 00001 | 24059 Martinez Subdivision - 01-28-2025.pdf]

Arturo Del Bosque

Verify area

[Sheet 1 | Comment 00002 | 24059 Martinez Subdivision - 01-28-2025.pdf]

Arturo Del Bosque

Add engineer's contact information

[Sheet 1 | Comment 00003 | 24059 Martinez Subdivision - 01-28-2025.pdf]

Arturo Del Bosque

Provide engineer's dedication

[Sheet 2 | Comment 00004 | 24059 Martinez Subdivision - 01-28-2025.pdf]

Arturo Del Bosque

Provide engineer's seal

[Sheet 2 | Comment 00005 | 24059 Martinez Subdivision - 01-28-2025.pdf]

Arturo Del Bosque

Provide metes and bounds description.

[Sheet 3 | Comment 00006 | 24059 Martinez Subdivision - 01-28-2025.pdf]

Arturo Del Bosque

Match font size.

[Sheet 3 | Comment 00008 | 24059 Martinez Subdivision - 01-28-2025.pdf]

Arturo Del Bosque

Include Drainage Report in Spanish

[Sheet 3 | Comment 00009 | 24059 Martinez Subdivision - 01-28-2025.pdf]

Arturo Del Bosque

Change slope direction to reflect driveway for onsite ponding

[Sheet 1 | Comment 00010 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

Separate school district from plat notes and put in a box.

[Sheet 1 | Comment 00011 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

Include lot use table

[Sheet 3 | Comment 00012 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

Provide documentation from the City of Horizon for the proposed access

[Sheet 3 | Comment 00013 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

Minimum distance from septic system to top of pond is 25'

[Sheet 3 | Comment 00014 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

Verify ROW width

[Sheet 1 | Comment 00015 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

Add note: Each drainage easement shall be kept clear of fences, buildings, plantings, and other obstructions that would interfere with the operation and maintenance of the drainage system.

[Sheet 1 | Comment 00016 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

Include onsite ponding notes on final plat

[Sheet 1 | Comment 00017 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

State that lot is within the extraterritorial jurisdiction of Horizon City.

[Sheet 1 | Comment 00018 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

delineate and hatch lot area on location map

[Sheet 1 | Comment 00019 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

Add note: All lots within Martinez Subdivision are restricted to residential purposes only.

[Sheet 2 | Comment 00020 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

Include cross sections showing abutting ROW streets

[Sheet 1 | Comment 00021 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

Please provide a note stating reason for replat.

[Sheet 3 | Comment 00022 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

Subdivision name and legal description should match on every sheet

[Sheet 3 | Comment 00023 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

Name should be Martinez Subdivision. Make changes where applicable

[Sheet 3 | Comment 00024 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

Identify lots where proposed water systems are being installed, and which lot has the existing water system

[Sheet 3 | Comment 00025 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

What's included in the \$4,000.00 cost for improvements?

[Sheet 3 | Comment 00026 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

Delineate watershed areas affecting each pond

[Sheet 3 | Comment 00027 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

Half of the stormwater runoff generated by Andrepont street should be stored within lot ponding areas as well.

[Sheet 2 | Comment 00028 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

Provide documentation from the City of Horizon for the proposed and existing access

[Sheet 3 | Comment 00029 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

This statement contradicts previous statement. Please clarify.

[Sheet 2 | Comment 00030 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

Apply all comments applicable from Final Plat sheets to Preliminary sheet

[Sheet 1 | Comment 00031 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

Provide metes and bounds description.

[Sheet 2 | Comment 00032 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

Update legend

[Sheet 3 | Comment 00033 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

show pond capacity for each pond

[Sheet 3 | Comment 00037 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

Include exiting waterline diameter

[Sheet 3 | Comment 00038 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Arturo Del Bosque

Maximum depth for residential onsite ponding is 12"

Planning

[Sheet 1 | Comment 00041 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Shani Enriquez

Verify addresses with El Paso County 911 District

[Sheet 1 | Comment 00034 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Shani Enriquez

Correct the spelling of CONNECTIONS

[Sheet 1 | Comment 00035 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Shani Enriquez

Correct the spelling of GOVERNMENT

[Sheet 1 | Comment 00036 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Shani Enriquez

Correct the spelling of Commissioners

[Sheet 1 | Comment 00039 | 24059 Martinez Subdivision - 01-28-2025.pdf]
Shani Enriquez

This is a replat and the subdivision name should remain the same and include a letter. For example, HORIZON CITY UNIT 47 REPLAT A. Please verify and provide the correct letter for this subdivision and make the appropriate changes throughout.

[Sheet 1 | Comment 00040 | 24059 Martinez Subdivision - 01-28-2025.pdf]

Shani Enriquez

Add a plat note that includes the reason for the replat.

[Sheet 3 | Comment 00042 | 24059 Martinez Subdivision - 01-28-2025.pdf]

Shani Enriquez

Remove ENGINEERING REPORT FOR and only provide the subdivision name and legal description/

[Sheet 3 | Comment 00043 | 24059 Martinez Subdivision - 01-28-2025.pdf]

Shani Enriquez

Correct the spelling of FACILITIES

[Sheet 3 | Comment 00044 | 24059 Martinez Subdivision - 01-28-2025.pdf]

Shani Enriquez

Are the lots residential or non-residential?

[Sheet 3 | Comment 00045 | 24059 Martinez Subdivision - 01-28-2025.pdf]

Shani Enriquez

Replace with the correct subdivision name and remove the quotation marks.

[Sheet 3 | Comment 00046 | 24059 Martinez Subdivision - 01-28-2025.pdf]

Shani Enriquez

Replace DESIGN with DESIGNED

[Sheet 3 | Comment 00047 | 24059 Martinez Subdivision - 01-28-2025.pdf]

Shani Enriquez

Include Avenue in the name- ALLEMANDS AVE.

Reviewers

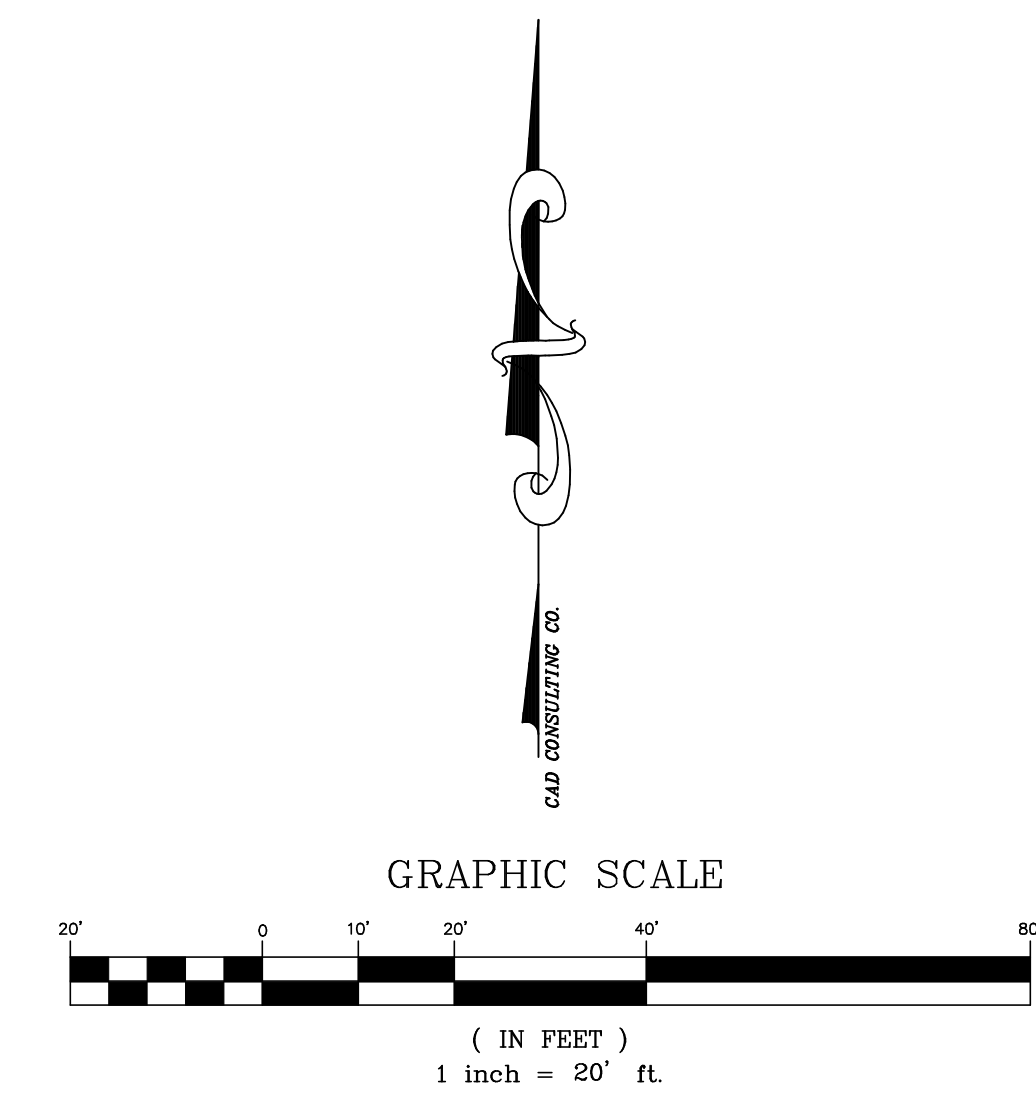
Arturo Del Bosque
a.delbosque@epcounty.com

Shani Enriquez
915-546-2015
SEnriquez@epcounty.com

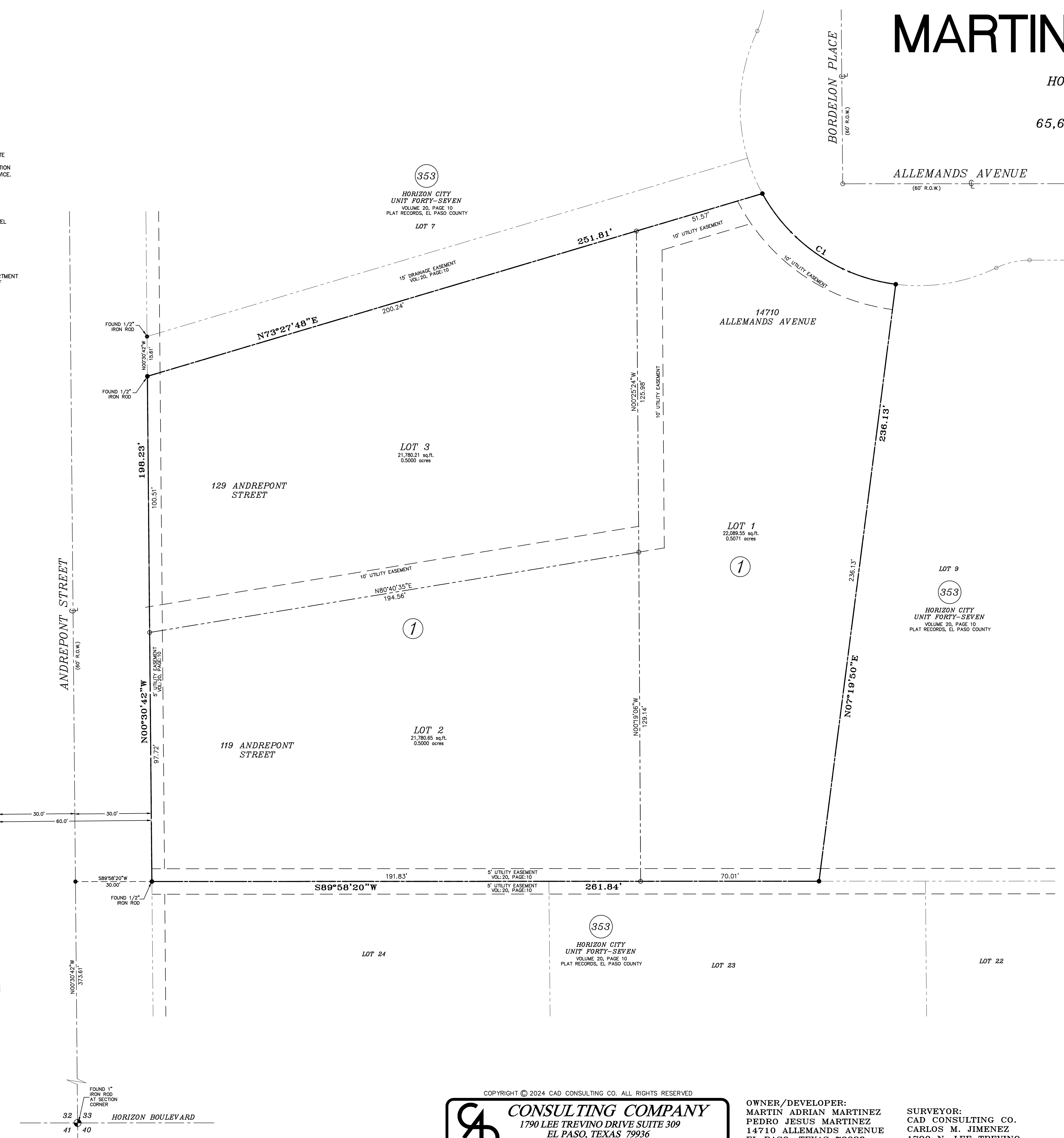
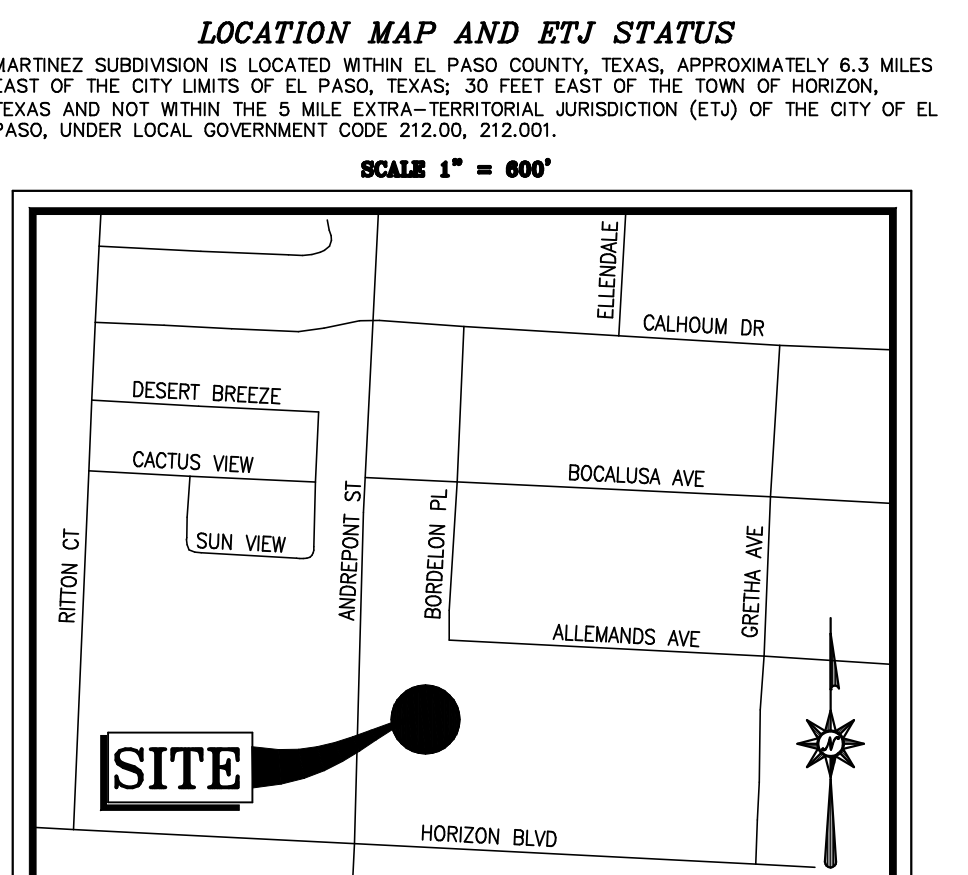
MARTINEZ SUBDIVISION

REPLAT OF LOT 8, BLOCK 353
 HORIZON CITY UNIT FORTY-SEVEN
 EL PASO COUNTY, TEXAS
 CONTAINING:
 65,650.43 SQ. FT. OR 1.5071 ACRES ±

- PLAT NOTES AND RESTRICTIONS:
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
 INSTRUMENT No. _____ DATE _____
 - SET 1/2" REBAR AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
 - TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
 INSTRUMENT No. _____ DATE _____
 - THIS PROPERTY LIES IN ZONE "X", AS DESIGNATED BY F.E.M.A.; CITY OF EL PASO, COMMUNITY PANEL NO. 480212-0250-B, DATED SEPTEMBER 04, 1991.
 - WATER SUPPLY SERVICES WILL BE PROVIDED BY THE HORIZON REGIONAL M.U.D. IN ACCORDANCE WITH THEIR RULES AND REGULATIONS AND WITH SECTION 16.343 OF THE TEXAS WATER CODE.
 - NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
 - THIS SUBDIVISION SHALL PROVIDE FOR POSTAL DELIVERY SERVICE. THE SUBDIVIDER WILL COORDINATE INSTALLATION AND CONSTRUCTION WITH THE UNITED STATES POSTAL SERVICE IN DETERMINING THE TYPE OF DELIVERY SERVICE FOR THE PROPOSED SUBDIVISION. IN ALL CASES, THE TYPE AND LOCATION OF DELIVERY SERVICE SHALL BE SUBJECT TO THE APPROVAL OF THE UNITED STATES POSTAL SERVICE.
 - BUILDINGS SETBACK SHALL MEET THE MINIMUM REQUIRED BY EL PASO COUNTY'S SUBDIVISION REGULATIONS (SECTION 2.6, SETBACKS), 20 FEET FROM THE FRONT PROPERTY LINES, 20 FEET FROM REAR PROPERTY LINES, 5 FEET FROM SIDE PROPERTY LINES, AND 10 FEET FROM SIDE PROPERTY LINES ABUTTING STREET RIGHT-OF-WAYS.
 - THE FINISHED FLOOR ELEVATION OF ANY RESIDENCE SHALL BE AT LEAST 18" ABOVE THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT, OR AT LEAST 12" ABOVE THE NATURAL GROUND LEVEL SURROUNDING THE FOUNDATION, WHICHEVER IS HIGHER.
 - LOT OWNER IS RESPONSIBLE TO MAINTAIN THE SIDEWALK, PARKWAY AND DRIVEWAYS ABUTTING THEIR PROPERTY, INCLUDING DOUBLE FRONTAGE LOTS.
 - THE OWNER/SUBDIVIDER OF MARTINEZ SUBDIVISION HAS INSTALLED ALL UTILITY SERVICE LINES TO THE PROPERTY LINES, UNLESS OTHERWISE APPROVED IN WRITING, BY THE EL PASO COUNTY PLANNING AND DEVELOPMENT DEPARTMENT.
 - LOT OWNER WILL OBTAIN A PERMIT FROM EL PASO COUNTY PLANNING AND DEVELOPMENT DEPARTMENT PRIOR TO CUTTING ANY EXISTING COUNTY ROAD FOR INSTALLATION OF UTILITIES, CONSTRUCTION OF DRIVEWAYS, OR ANY OTHER PURPOSE.
 - ALL STORMWATER RUN-OFF DISCHARGE VOLUMES SHALL BE RETAINED WITHIN THIS SUBDIVISION LIMITS IN COMPLIANCE WITH PROVISIONS OF (DSC, 19.19.010A, AND DDM 11.1)
 - THIS PROPERTY LIES IN THE CLINT INDEPENDENT SCHOOL DISTRICT.



CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	65.68	70.00	53°45'33"	63.30



STATE OF TEXAS
 COUNTY OF EL PASO

OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION

We, MARTIN ADRIAN MARTINEZ and PEDRO JESUS MARTINEZ, as owners of the 5.0489 acres of land encompassed with the proposed Subdivision, hereby subdivide the land as described in this subdivision plat and dedicate to public utility easements and the right to ingress and egress for service and construction and the right to trim interfering trees and shrubs.

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

- the water quality and connections to the lots meet, or will meet, the minimum state standards;
- electrical connections provided to the lots meet, or will meet, the minimum state standards; and
- gas connections, if available, provided to the lots meet, or will meet, the minimum state standards;
- each lot will have a septic system installed.

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

MARTIN ADRIAN MARTINEZ, Owner DATE _____

PEDRO JESUS MARTINEZ, Owner DATE _____

ACKNOWLEDGEMENT

STATE OF TEXAS
 COUNTY OF EL PASO

BEFORE ME, the undersigned authority, on this day personally appeared MARTIN ADRIAN MARTINEZ and PEDRO JESUS MARTINEZ, proved to me through their Texas Department of Public Safety Drivers License to be the persons whose names are subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposes and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 2025.

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

EL PASO COUNTY
 CERTIFICATE OF PLAT APPROVAL
 UNDER LOCAL GOVERNMENT CODE 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of MARTINEZ SUBDIVISION, was reviewed and approved by the El Paso County Commissioners Court on _____, 2025.

Attest: _____
 El Paso County Judge Date _____ El Paso County Clerk Date _____

COUNTY CLERK'S RECORDING CERTIFICATE

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

El Paso County Clerk Date _____

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

Carlos M. Jimenez, R.P.L.S.
 Registered Professional Land Surveyor
 Texas License No. 3950
 Firm No. 10099300

COPYRIGHT © 2024 CAD CONSULTING CO. ALL RIGHTS RESERVED

1790 LEE TREVINO DRIVE SUITE 309
 EL PASO, TEXAS 79936
 TEL(915) 633-6422 FAX(915) 633-6424

OWNER/DEVELOPER:
 MARTIN ADRIAN MARTINEZ
 PEDRO JESUS MARTINEZ
 14710 ALLEMANDS AVENUE
 EL PASO, TEXAS 79928
 PHONE: (915) 633-6422

SURVEYOR:
 CAD CONSULTING CO.
 CARLOS M. JIMENEZ
 1790 N. LEE TREVINO
 EL PASO, TEXAS 79936

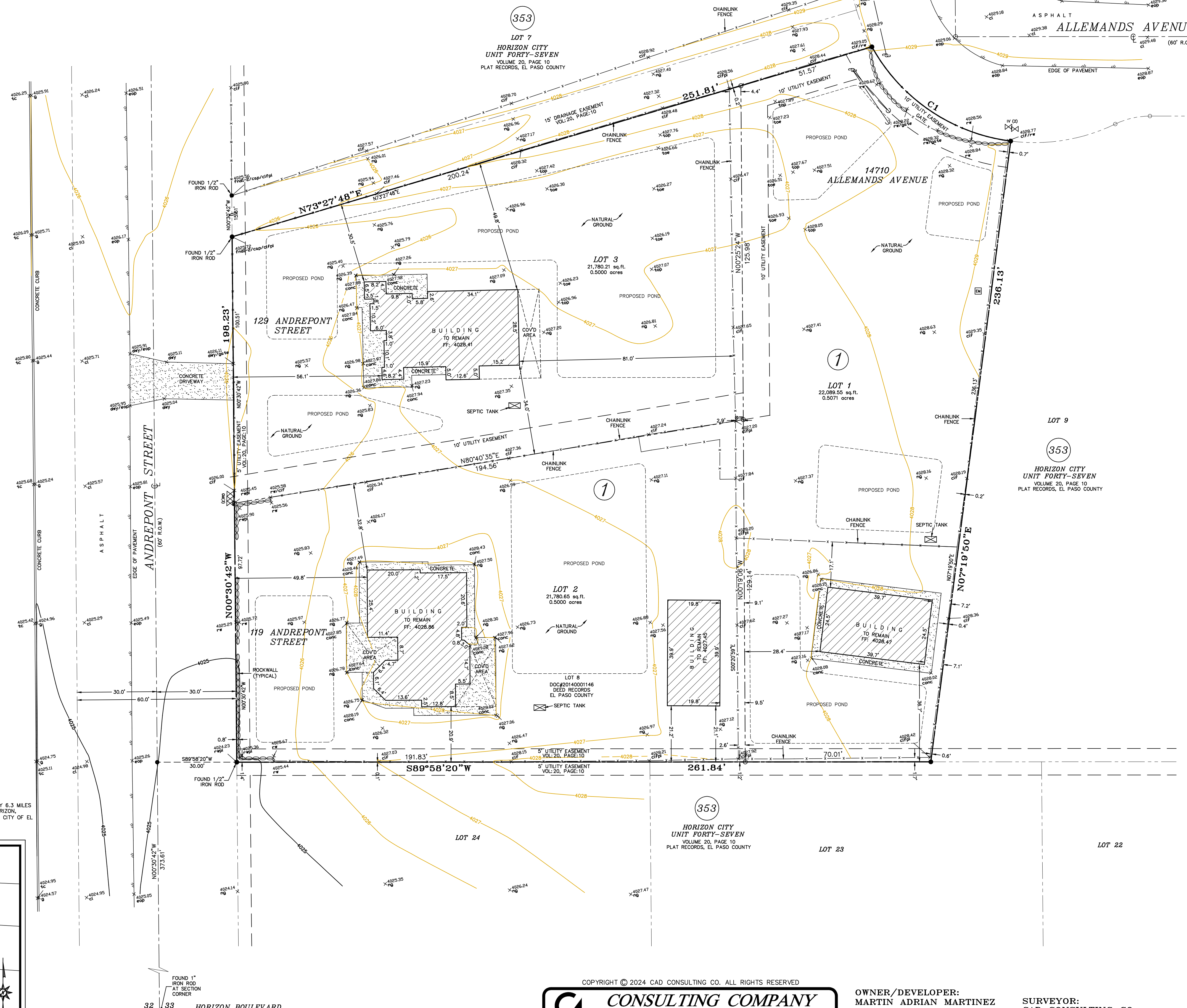
MARTINEZ SUBDIVISION

REPLAT OF LOT 8, BLOCK 353
HORIZON CITY UNIT FORTY-SEVEN
EL PASO COUNTY, TEXAS

CONTAINING:
65,650.43 SQ. FT. OR 1.5071 ACRES ±

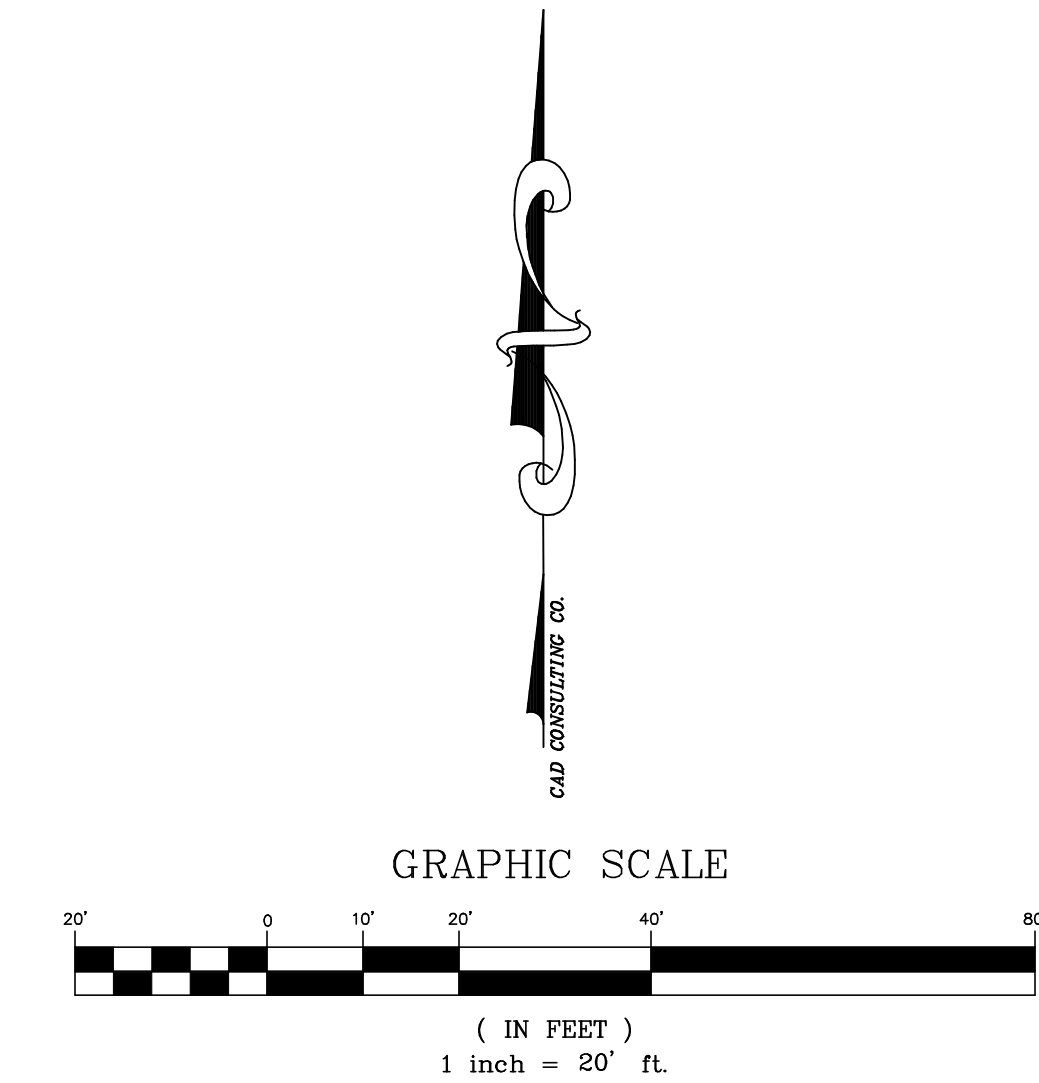
PRELIMINARY

363



LEGEND

CLF	= CHAINLINK FENCE
NG	= NATURAL GROUND
CL	= CENTERLINE STREET
G	= GUTTER
TC	= TOP OF CURB
RW	= ROCKWALL
CONC	= CONCRETE
EOP	= EDGE OF PAVEMENT
LP	= LIGHT POLE
W	= WATER METER
M	= MANHOLE
PP	= POWER POLE
GW	= GUY WIRE
WB	= WATER BOX
TR	= TEL RISER
S	= SIGN
SE	= SIGN
SO	= SIGN
OE	= OVERHEAD ELECTRIC
R	= ROCKWALL
X	= CHAINLINK FENCE



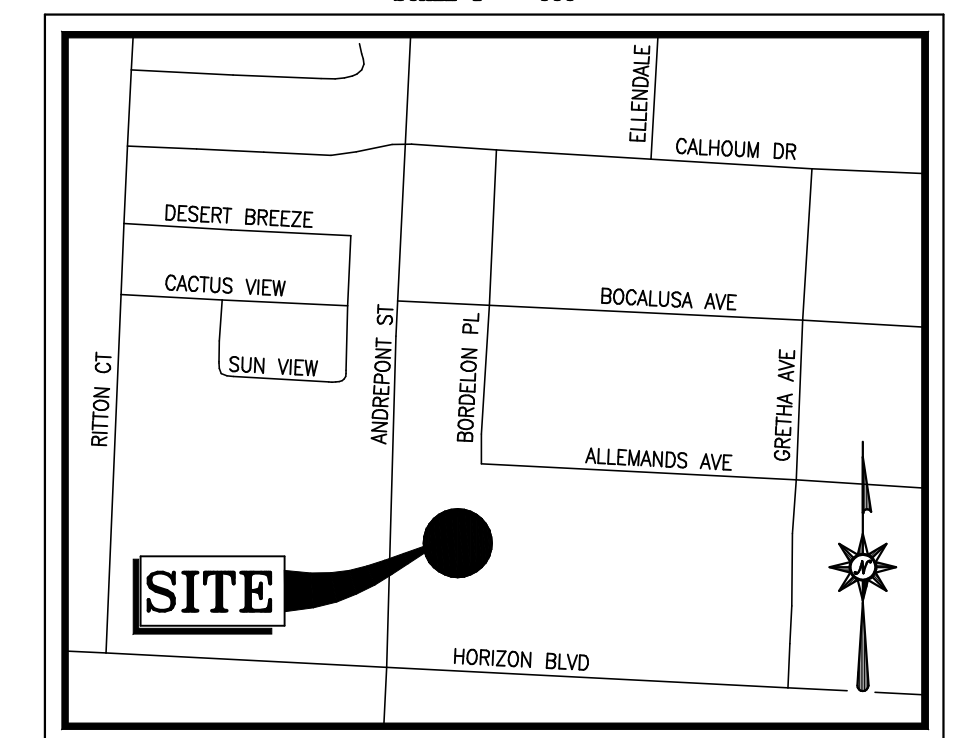
CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	65.68	70.00	53°45'33"	63.30

BENCH MARK:
FOUND CITY MONUMENT AT CENTERLINE
INTERSECTION OF RIFTON AND SAND GATE DRIVE
BENCH MARK ELEV. = 4025.08' CITY DATUM
CONTOUR INTERVAL 1 FOOT
CONTOUR LABEL 6 FEET

- PLAT NOTES AND RESTRICTIONS:**
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
 - SET 1/2" REBAR AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
 - TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
 - THIS PROPERTY LIES IN ZONE "X", AS DESIGNATED BY F.E.M.A.; CITY OF EL PASO, COMMUNITY PANEL NO. 480212-0250-B, DATED SEPTEMBER 04, 1991.
 - WATER SUPPLY SERVICES WILL BE PROVIDED BY THE HORIZON REGIONAL M.U.D., IN ACCORDANCE WITH THEIR RULES AND REGULATIONS AND WITH SECTION 16.343 OF THE TEXAS WATER CODE.
 - NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
 - THIS SUBDIVISION SHALL PROVIDE FOR POSTAL DELIVERY SERVICE. THE SUBDIVIDER WILL COORDINATE INSTALLATION AND CONSTRUCTION WITH THE UNITED STATES POSTAL SERVICE IN DETERMINING THE TYPE OF DELIVERY SERVICE FOR THE PROPOSED SUBDIVISION. IN ALL CASES, THE TYPE AND LOCATION OF DELIVERY SERVICE SHALL BE SUBJECT TO THE APPROVAL OF THE UNITED STATES POSTAL SERVICE.
 - BUILDINGS SETBACK SHALL MEET THE MINIMUM REQUIRED BY EL PASO COUNTY'S SUBDIVISION REGULATIONS (SECTION 2.6, SETBACKS), 20 FEET FROM THE FRONT PROPERTY LINES, 20 FEET FROM REAR PROPERTY LINES, 5 FEET FROM SIDE PROPERTY LINES, AND 10 FEET FROM SIDE PROPERTY LINES ABUTTING STREET RIGHT-OF-WAYS.
 - THE FINISHED FLOOR ELEVATION OF ANY RESIDENCE SHALL BE AT LEAST 18" ABOVE THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT, OR AT LEAST 12" ABOVE THE NATURAL GROUND LEVEL SURROUNDING THE FOUNDATION, WHICHEVER IS HIGHER.
 - LOT OWNER IS RESPONSIBLE TO MAINTAIN THE SIDEWALK, PARKWAY AND DRIVEWAYS ABUTTING THEIR PROPERTY, INCLUDING DOUBLE FRONTAGE LOTS.
 - THE OWNER/SUBDIVIDER OF MARTINEZ SUBDIVISION HAS INSTALLED ALL UTILITY SERVICE LINES TO THE PROPERTY LINES, UNLESS OTHERWISE APPROVED IN WRITING, BY THE EL PASO COUNTY PLANNING AND DEVELOPMENT DEPARTMENT.
 - LOT OWNER WILL OBTAIN A PERMIT FROM EL PASO COUNTY PLANNING AND DEVELOPMENT DEPARTMENT PRIOR TO CUTTING ANY EXISTING COUNTY ROAD FOR INSTALLATION OF UTILITIES, CONSTRUCTION OF DRIVEWAYS, OR ANY OTHER PURPOSE.
 - ALL STORMWATER RUN-OFF DISCHARGE VOLUMES SHALL BE RETAINED WITHIN THIS SUBDIVISION LIMITS IN COMPLIANCE WITH PROVISIONS OF (DSC, 19.19.010A, AND DDM 11.1)
 - THIS PROPERTY LIES IN THE CLINT INDEPENDENT SCHOOL DISTRICT.

LOCATION MAP AND ETJ STATUS
MARTINEZ SUBDIVISION IS LOCATED WITHIN EL PASO COUNTY, TEXAS, APPROXIMATELY 6.3 MILES EAST OF THE CITY LIMITS OF EL PASO, TEXAS, 30 FEET EAST OF THE TOWN OF HORIZON, TEXAS AND NOT WITHIN THE 5 MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) OF THE CITY OF EL PASO, UNDER LOCAL GOVERNMENT CODE 212.00, 212.01.



OWNER/DEVELOPER:
MARTIN ADRIAN MARTINEZ
PEDRO JESUS MARTINEZ
14710 ALLEMANDS AVENUE
EL PASO, TEXAS 79928
PHONE: (915) 633-6422

SURVEYOR:
CAD CONSULTING CO.
CARLOS M. JIMENEZ
1790 N. LEE TREVINO
EL PASO, TEXAS 79936

CONSULTING COMPANY
1790 LEE TREVINO DRIVE SUITE 309
EL PASO, TEXAS 79936
TEL(915) 633-6422 FAX(915) 633-6424



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: May 13, 2025

To: Honorable Mayor and Members of City Council

From: Art Rubio, Chief Planner

SUBJECT: On the submitted **Final Subdivision Plat** application for **Verdancia Unit 1 (Case No. SDF25-0001)**, allow recording of the final plat prior to the completion of all required improvements secured by sufficient bond and to authorize the Mayor to sign the recording plat. Legally described as Being All of Tract 1, 2F, 3D, and 3H, and a Portion of Tract 2, 3 and 3B, Section 30, Block 78, Township 3, Texas and Pacific Railway Company Survey and Vacating Portions of Town of Horizon City Right-Of-Way, El Paso County, Texas. Containing 103.068 acres ±. Application submitted by Applicant/Representative: CEA Group.

On April 21, 2025, the Planning & Zoning Commission unanimously recommended approval of the Verdancia Unit 1 Plat.

The application meets all minimum requirements of a final subdivision plat and staff recommends approval of the Verdancia Unit 1 Subdivision Final Plat

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



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

Case No.: SDF25-0001 Verdancia Unit 1 Final

Application Type: Final Plat

P&Z Hearing Date: April 21, 2025

Staff Contact: Art Rubio
915-852-1046 Ext. 407; arubio@horizoncity.org

Address/Location: North of Eastlake Blvd. and East of Desert Spring Dr.

Nearest Park: Horizon Mesa Park

Nearest School: Desert Hills Elementary, Horizon Middle School and Horizon High School

SURROUNDING PROPERTIES:		
	Zoning	Land Use
N	R-9 (Single-Family Dwellings)/R-3 Single-Family Dwellings)	Residential Dwellings/Vacant
E	R-3 (Single-Family Dwellings)	Vacant
S	R-3 Single-Family Dwellings)/C-1 (General Commercial)	Vacant
W	R-9 (Single-Family Dwellings)/R-3 Single-Family Dwellings)/C-1 (General Commercial)	Residential Dwellings/Vacant
LAND USE AND ZONING:		
	Existing	Proposed
Land Use	Vacant	Residential Subdivision
Zoning	R-3 Residential	R-3 Residential

Application Description:

The proposed Verdancia Unit 1 Preliminary Plat Subdivision includes 389 single-family lots for residential development. The smallest lot measuring approximately 5,502 sq. ft. and the largest lot measuring approximately 12,733 sq. ft. in size and one 87, 132 sq. ft. storm water drainage pond, 1.791-acres, pond 2, 1.891-acres, park 1, 1.649-acres and park 2, 1.094-acres. The applicant proposes 52' ROW Residential collectors, 54' Residential Sub-Collectors Streets, 68' ft. Residential Collectors at enhanced entrances, 60' ft. Residential collectors, to serve all the lots in the subdivision.

The applicant is also requesting the following modifications:

1. Modification from a 52-ft wide residential sub-collector street right-of-way to a 54-ft wide street right-of-way at all local residential sub-collector streets. The 54-ft street will consist of two 5-ft parkways, two 5-ft wide concrete sidewalks and a 34-ft wide pavement structure with curb & gutter. This right-of-way will coincide with typical parkway widths and maintains a 34-ft wide street pavement width, as recommended by ESD#1.

2. Modification to use a 60-ft wide street right-of-way residential collector, which consist of two 5-ft parkways, two 5-ft wide concrete sidewalks, two 40-ft wide pavement structures with curb & gutter. This right-of-way will be consistent with the adjacent existing residential collector street of Desert Springs Dr. to the west.
3. Modification to use a 68-ft wide residential collector at enhanced neighborhood entrances. The 68-foot street will consist of two 5-ft parkways, two 5-ft wide concrete sidewalks, two 18-ft wide pavement structures and a 12-ft raised landscape median with curbs & gutter. Landscaped areas will be maintained by the HOA.
4. Modification from an existing 74-ft wide collector arterial street right-of-way to a 69-ft wide collector arterial street right-of-way, along Paseo Del Este Blvd. The proposed 69-ft collector arterial street will consist of two 5-ft landscape parkways, two 22-ft wide pavement structures and a 15-ft raised landscape median, with curbs & gutter. The sidewalk will consist of an 8-ft wide concrete structure and will be located adjacent to this right-of-way, and meandering within the abutting Common Open Space 27.5-ft wide landscaped buffer. This will provide a visually appealing and safe walking trail along this corridor. Landscaped areas will be maintained by the HOA.
5. Modification from a 50-foot radius cul-de-sac street to a 50-ft and a 53 % -foot radius cul-de-sac with interior parking/landscape islands. The proposed cul-de-sac and parking/landscape islands will enhance the neighborhood character, reduce the impervious surface, and aid to eliminate typical cul-de-sac "stack" parking, while maintaining adequate room for emergency vehicle turning movement. Landscape areas will be maintained by the HOA.

Cumulative Parkland Dedication:

Verdancia Unit 1 requires 2 1/2 -acres of parkland dedication and \$5,600 in park fees. The applicant is proposing to satisfy the requirement through the dedication of 2.74-acres of parkland. The proposed dedication consists of 2 parks, a 1.65-acre on the north part of the subdivision and a 1.09-acre to the south of the subdivision, leaving 0.244-acre credit.

Staff Recommendation:

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

Planning Comments:

No Comments

Town Engineer Comments:

~~A modification letter from CEA dated August 21, 2024 requested a variance for a proposed 53.5' cul-de-sac. This cul-de-sac was not located in the Final Plat however a 48.50' cul-de-sac is shown. Please provide proof of approval for this variance on Curleaf Court with radio of 48.50'.~~

El Paso County 9-1-1 District:

No Comments

TxDOT Comments:

No Comments

El Paso Electric Company:

We have no further comments for Verdancia Unit 1.

Texas Gas Service:

In reference to Verdancia Unit 1, 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 Morgans Pipelines and Facilities.

Clint ISD:

Clint ISD takes no exception to the information presented.

El Paso Central Appraisal District (EPCAD):

No Comments

HRMUD

~~Lot 16, Block 1; label DE and Utility Easement as well, Proposed wastewater line goes through the easement.~~

Additional Requirements:

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

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

Attachments:

1 – Aerial

2 – Zoning Designation Map

3 – Location Map

4 – Preliminary Plat

5 – Final Plat

6 – Modification Request For Proposed Right-of-Way Cross Sections & Cul-De-Sac Design

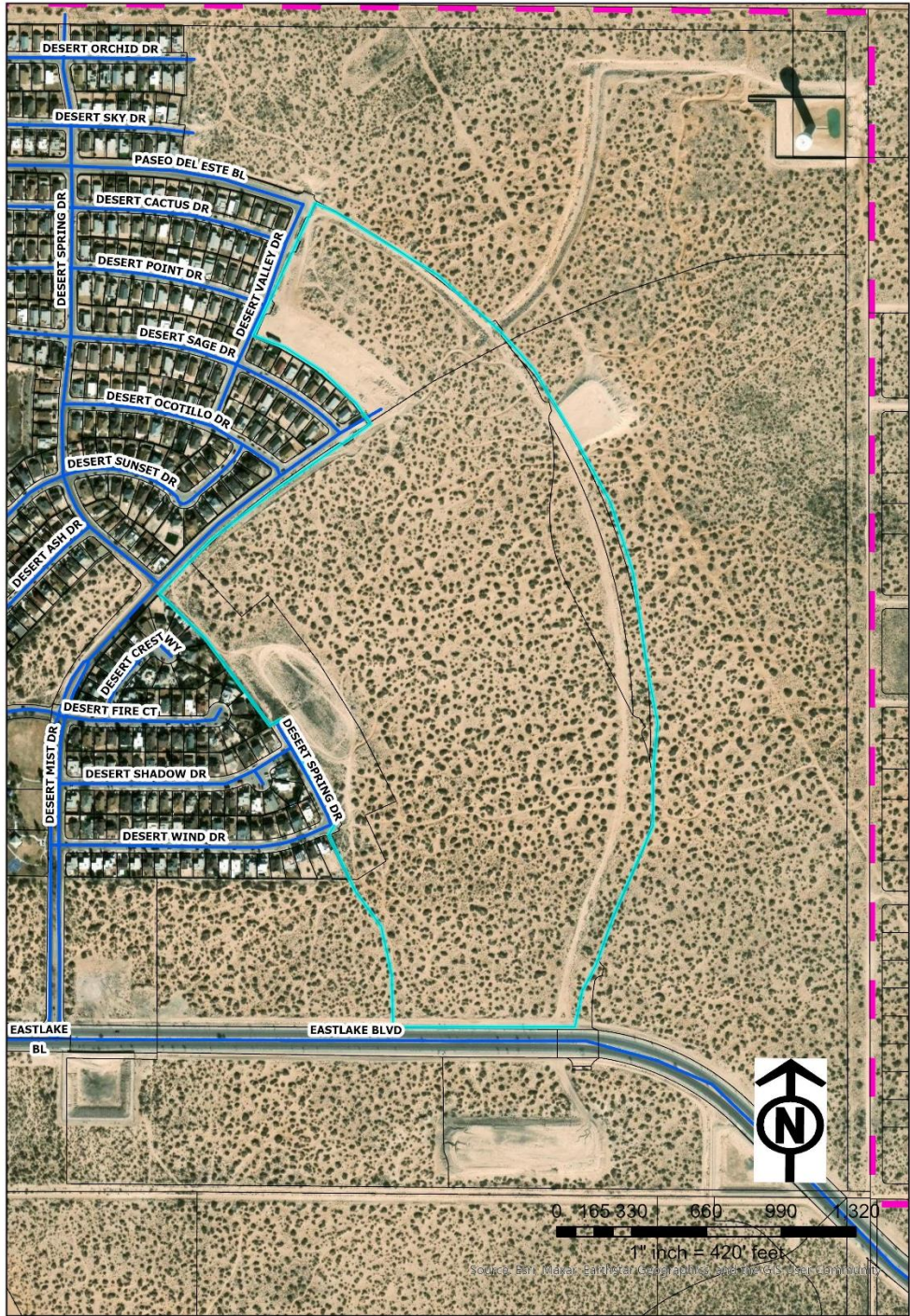
7 – Proposed Right-of-Way Cross Sections & Cul-De-Sac Design

8 – Vacation Request

9 – Preliminary Plat Application

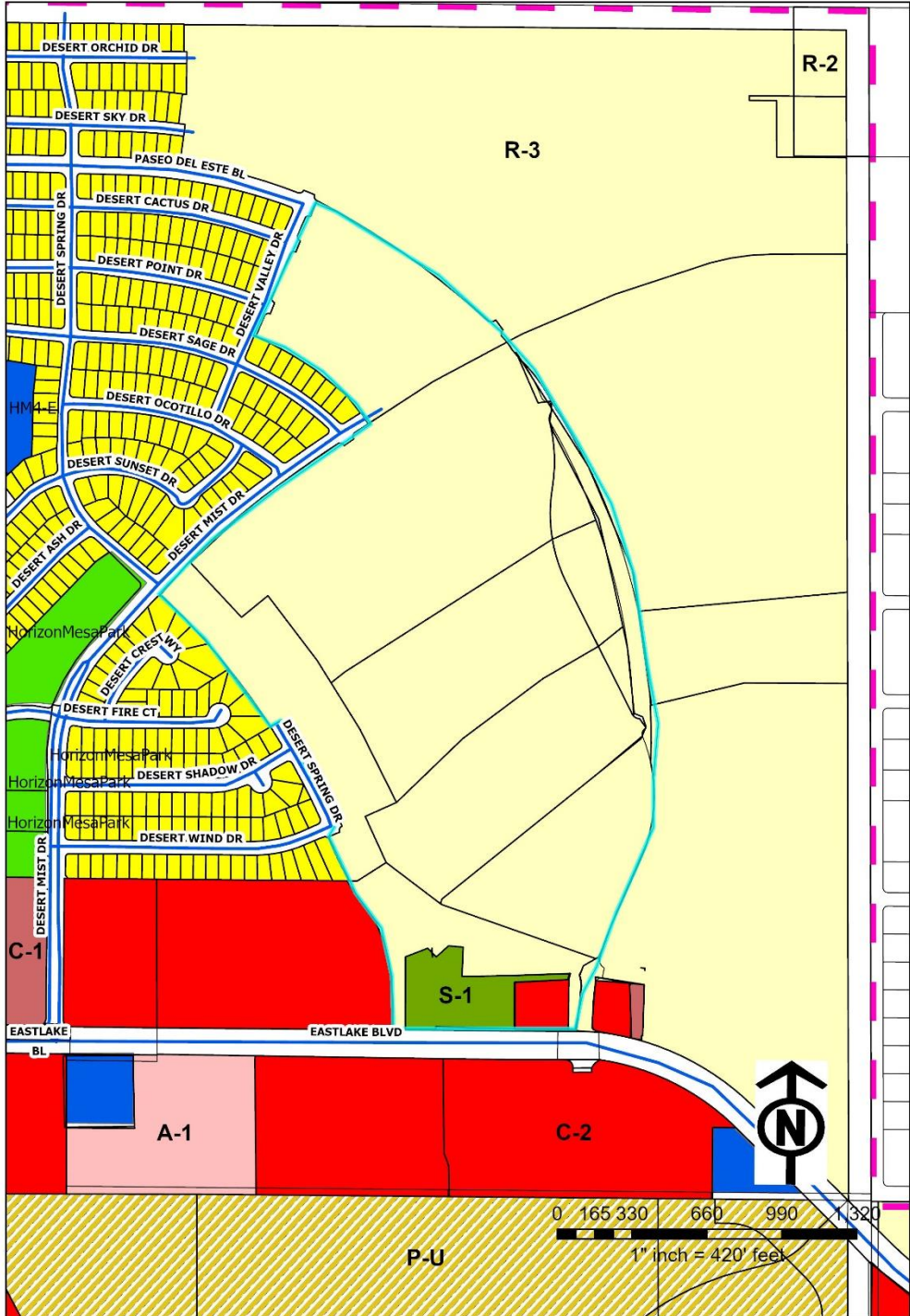
10 – Final Plat Application

**Planning & Zoning Commission
Verdancia Unit 1 Final Plat
Case No. SDF25-0001**

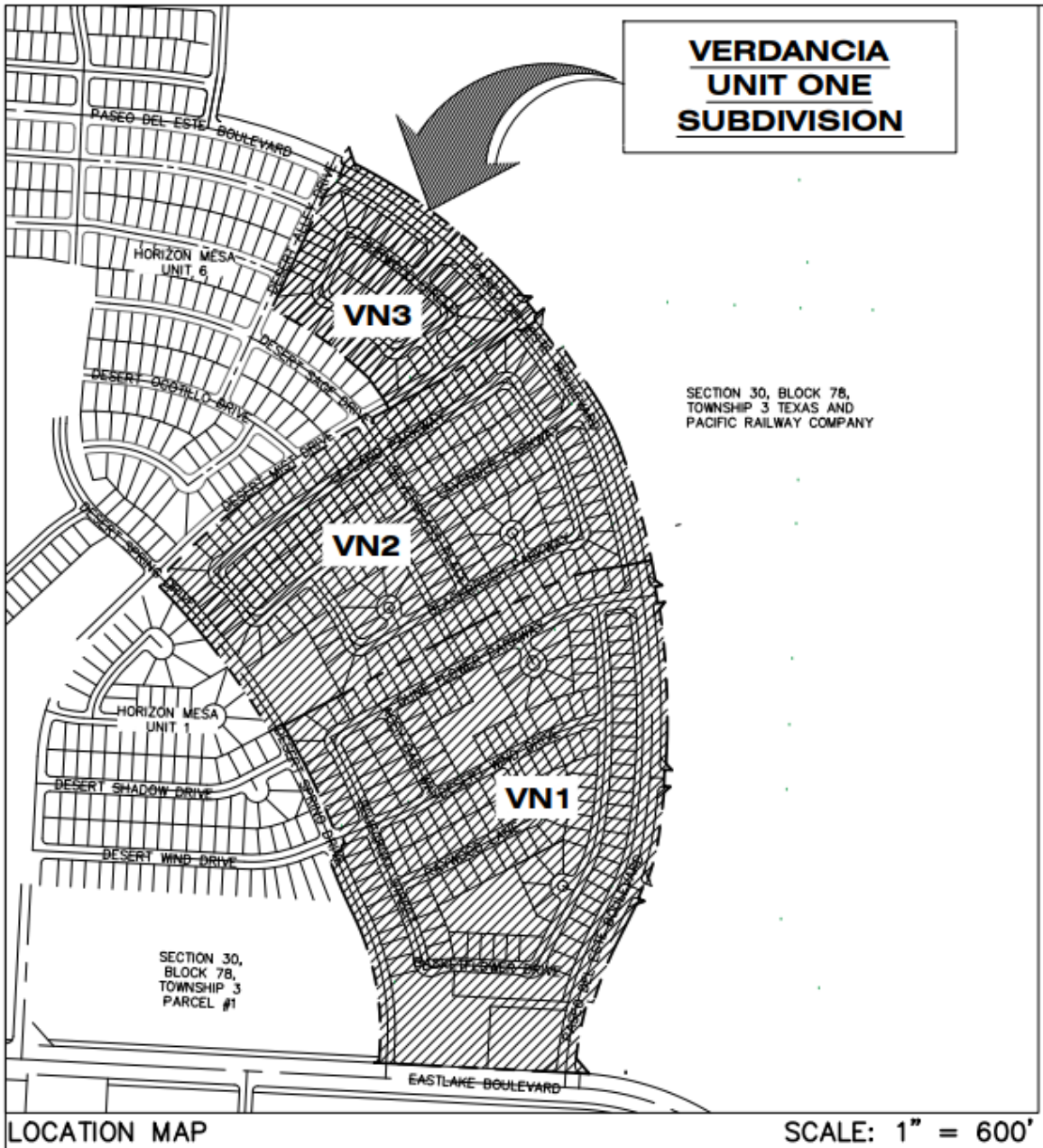


Attachment 2: Zoning Designation Map

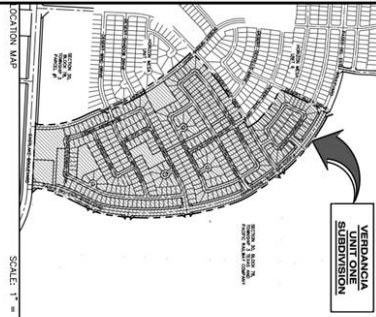
**Planning & Zoning Commission
Verdancia Unit 1 Final Plat
Case No. SDF25-0001**



Attachment 3: Location Map



Attachment 4: Preliminary Plat North



**VERDANCIA UNIT ONE
SUBDIVISION**

BING ALL OF TRACT 1, 2F, 3D AND 3H, AND A PORTION OF TRACT 2, 3 AND 3B, SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PORTIONS OF TOWN OF HORIZON CITY RIGHT-OF-WAY, EL PASO COUNTY, TEXAS, CONTAINING 103.08 ACRES ±
SHEET 2 OF 5

SCHOOL DISTRICT
CLAYTON MIDDLE SCHOOL DISTRICT
EL PASO, TEXAS 79906

RESIDENTIAL	4	200
PHONE	4	2
INDUSTRIAL	2	1
TOTAL	10	203

BEARING BASIS:
THE BEARING SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM. THE SOURCE OF THE COORDINATE DATA IS THE TEXAS STATE PLANE COORDINATE SYSTEM. THE COORDINATE DATA IS THE TEXAS STATE PLANE COORDINATE SYSTEM. THE COORDINATE DATA IS THE TEXAS STATE PLANE COORDINATE SYSTEM.

VERTICAL DATA:
VERTICAL DATA WAS OBTAINED FROM THE TEXAS STATE PLANE COORDINATE SYSTEM. THE VERTICAL DATA IS THE TEXAS STATE PLANE COORDINATE SYSTEM. THE VERTICAL DATA IS THE TEXAS STATE PLANE COORDINATE SYSTEM.

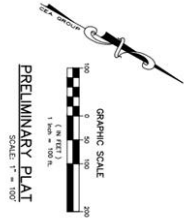
- LEGEND**
- SUBDIVISION BOUNDARY LINE
 - STREET RIGHT OF WAY
 - TOP OF CURB
 - SEWER
 - PROPERTY LINE
 - STREET CENTERLINE (PER 110)
 - 5' FINISH ELEVATION
 - LOT AND BLOCK NUMBER
 - PROPOSED ALLEY
 - 4' SIDEWALK W/ 2' FRT
 - SHARED FLOW
 - HIGH FLOW
 - PROPOSED MONUMENT
 - EXISTING MONUMENT
 - 1/2" FIN. HO. NO. WITH 6" DIA. SET
 - EXISTING MONUMENT
 - EXISTING MONUMENT
 - LANDSCAPE AREA
 - U.S. ROAD, SERVICE ROAD, COLLECTION BOX

ENGINEER
CSA
Civil Structural Architectural
Professional Engineering Firm, L.P.
10000 West Loop West, Suite 1000
Houston, Texas 77042
CONTACT: JORGE GARCIA, P.E.

SUBJECT
ZWA
Professional Land Surveyors
10000 West Loop West, Suite 1000
Houston, Texas 77042
CONTACT: G. RENEE ZIMORA, R.P.L.S.

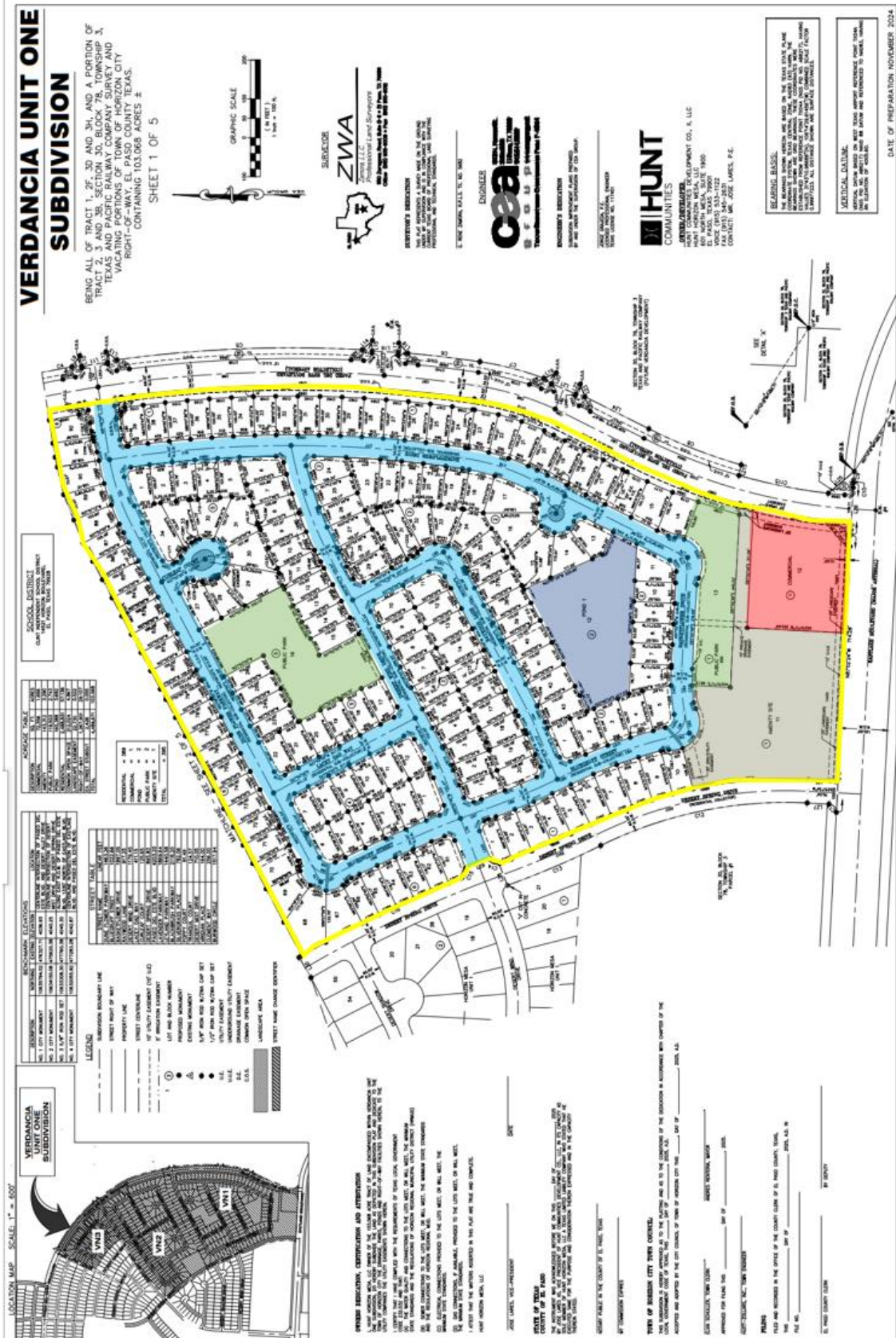
PRELIMINARY
TO BE CONSIDERED BY THE CITY RECORDS DEPARTMENT. THIS PLAN MUST BE FILED BY:

HUNT
COUNTY CLERK
EL PASO COUNTY, TEXAS
CONTACT: SARA WATSON, P.E.



DATE OF PREPARATION: AUGUST 2024

Attachment 5: Final Plat South



**Attachment 6: REVISED Modification Request For Proposed Right-of-Way Cross Sections
& Cul-De-Sac Design**



Uptown centre
813 N. Kansas St., Ste. 300
El Paso, TX 79902
915.544.5232
www.ceagroup.net

September 30, 2024

Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

Attention: Mr. Art Rubio,
Chief Planner

Reference: Verdancia Unit One Subdivision – Modification Request Letter - **REVISED**

Dear Mr. Rubio:

Hunt Communities GP, LLC is requesting the following modifications from the Town of Horizon City Subdivision Regulations.

1. Modification from a 52-ft wide residential sub-collector street right-of-way to a 54-ft wide street right-of-way at all local residential sub-collector streets. The 54-ft street will consist of two 5-ft parkways, two 5-ft wide concrete sidewalks and a 34-ft wide pavement structure with curb & gutter.
2. Modification to use a 60-ft wide street right-of-way residential collector, which consist of two 5-ft parkways, two 5-ft wide concrete sidewalks, a 40-ft wide pavement structure with curb & gutter. This right-of-way will be consistent with the adjacent existing residential collector street of Desert Springs Dr. to the west.
3. Modification to use a 68-ft wide residential collector at enhanced neighborhood entrances. The 68-foot street will consist of two 5-ft parkways, two 5-ft wide concrete sidewalks, two 18-ft wide pavement structures and a 12-ft raised landscape median with curbs & gutter. Landscape areas will be maintained by the HOA.
4. Modification from an existing 74-ft wide collector arterial street right-of-way to a 69-ft wide collector arterial street right-of-way, along Paseo Del Este Blvd. The proposed 69-ft collector arterial street will consist of two 5-ft landscape parkways, two 22-ft wide pavement structures and a 15-ft raised landscape median, with curbs & gutter. The sidewalk will consist of an 8-ft wide concrete structure and will be located adjacent to this right-of-way, and meandering within the abutting Common Open Space 27.5-ft wide landscaped buffer. This will provide a visually appealing and safe walking trail along this corridor. Landscape areas will be maintained by the HOA.
5. Modification from a 50-foot radius cul-de-sac street to a 50-ft and a 53 ½ -foot radius cul-de-sac with interior parking/landscape islands. The proposed cul-de-sac and parking/landscape islands will enhance the neighborhood character, reduce the impervious surface, and aid to eliminate typical cul-de-sac "stack" parking, while maintaining adequate room for emergency vehicle turning movement. Landscape areas will be maintained by the HOA.

PUBLIC INFRASTRUCTURE. PRIVATE DEVELOPMENT.

**Attachment 6: Modification Request For Proposed Right-of-Way Cross Sections
& Cul-De-Sac Design Cont.**



On behalf of the developer and CEA Group, we thank you in advance for your prompt attention to this issue and look forward to a favorable consideration to our modifications. If you have any questions, please do not hesitate to call me at (915) 544-5232 or email jgrajeda@ceagroup.net.

Sincerely,
CEA Group

A handwritten signature in blue ink, appearing to read 'Jorge Grajeda', written over a horizontal line.

Jorge Grajeda, P.E.
Project Manager

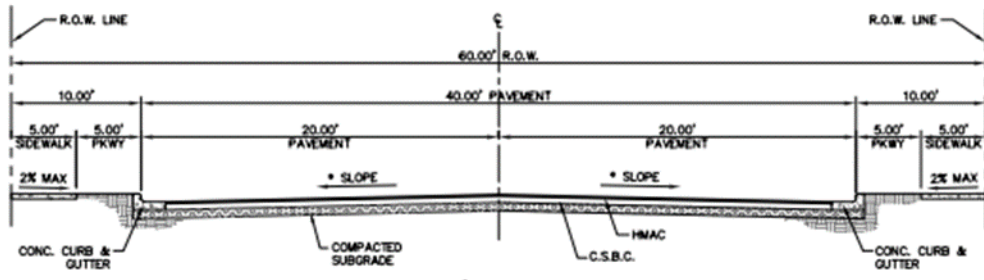
I-2090-028-verdanciaunitonesubd._the modificationrequest.ar.21august.2024
JG/jg

Attachment: Preliminary Plat & Exhibits

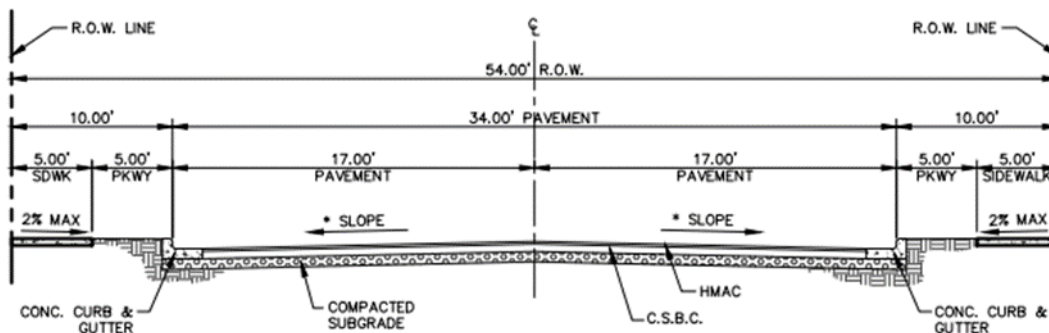
cc: Jose Lares, P.E., Hunt Communities, LLC.

PUBLIC INFRASTRUCTURE. PRIVATE DEVELOPMENT.

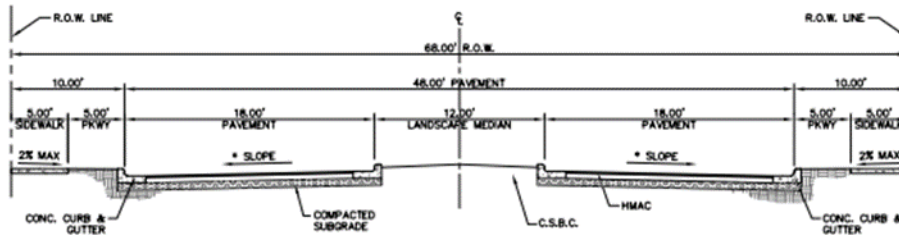
Attachment 7: Proposed Right-of-Way Cross Sections & Cul-De-Sac Design



**PROPOSED TYPICAL 60' ROW STREET SECTIONS DETAIL
(DESERT SPRING DRIVE RESIDENTIAL COLLECTOR)**
SCALE: N.T.S.

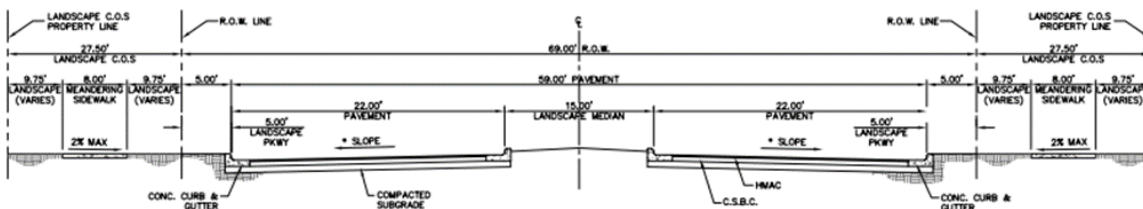


**PROPOSED TYPICAL 54' ROW STREET SECTION DETAIL
(RESIDENTIAL SUB-COLLECTOR)**
SCALE: N.T.S.



NOTE:
1. COMMON OPEN SPACE (C.O.S.) LANDSCAPE, SIDEWALK & LANDSCAPE MEDIAN WILL BE MAINTAINED BY THE HOA.

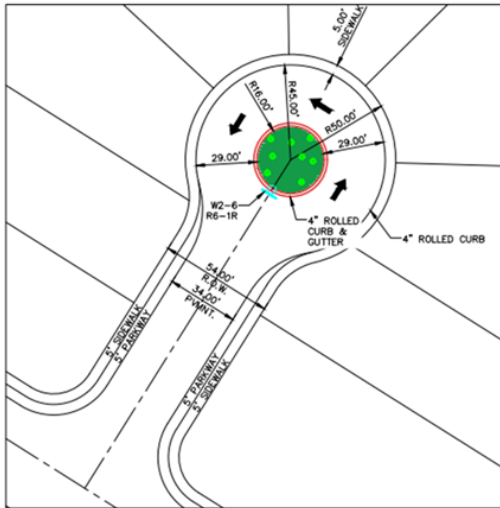
**PROPOSED TYPICAL 68' ROW STREET SECTIONS DETAIL @ ENHANCED ENTRANCES
(RESIDENTIAL COLLECTOR)**
SCALE: N.T.S.



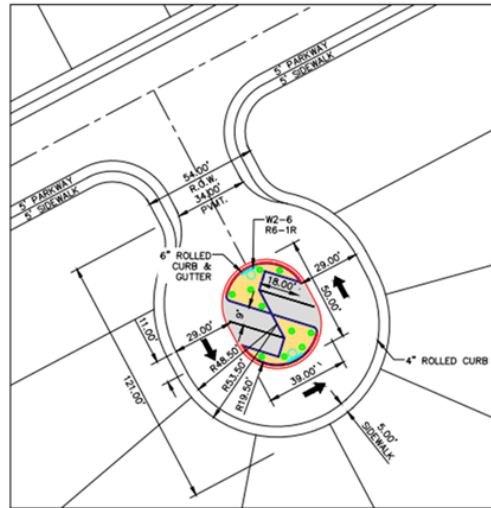
NOTE:
1. COMMON OPEN SPACE (C.O.S.) LANDSCAPE, SIDEWALK & LANDSCAPE MEDIAN WILL BE MAINTAINED BY THE HOA.

**PROPOSED 69' ROW STREET SECTIONS DETAIL
(PASEO DEL ESTE BOULEVARD COLLECTOR ARTERIAL)**
SCALE: N.T.S.

Attachment 7: Proposed Right-of-Way Cross Sections & Cul-De-Sac Design Cont.



CUL-DE-SAC WITH LANDSCAPE ISLAND



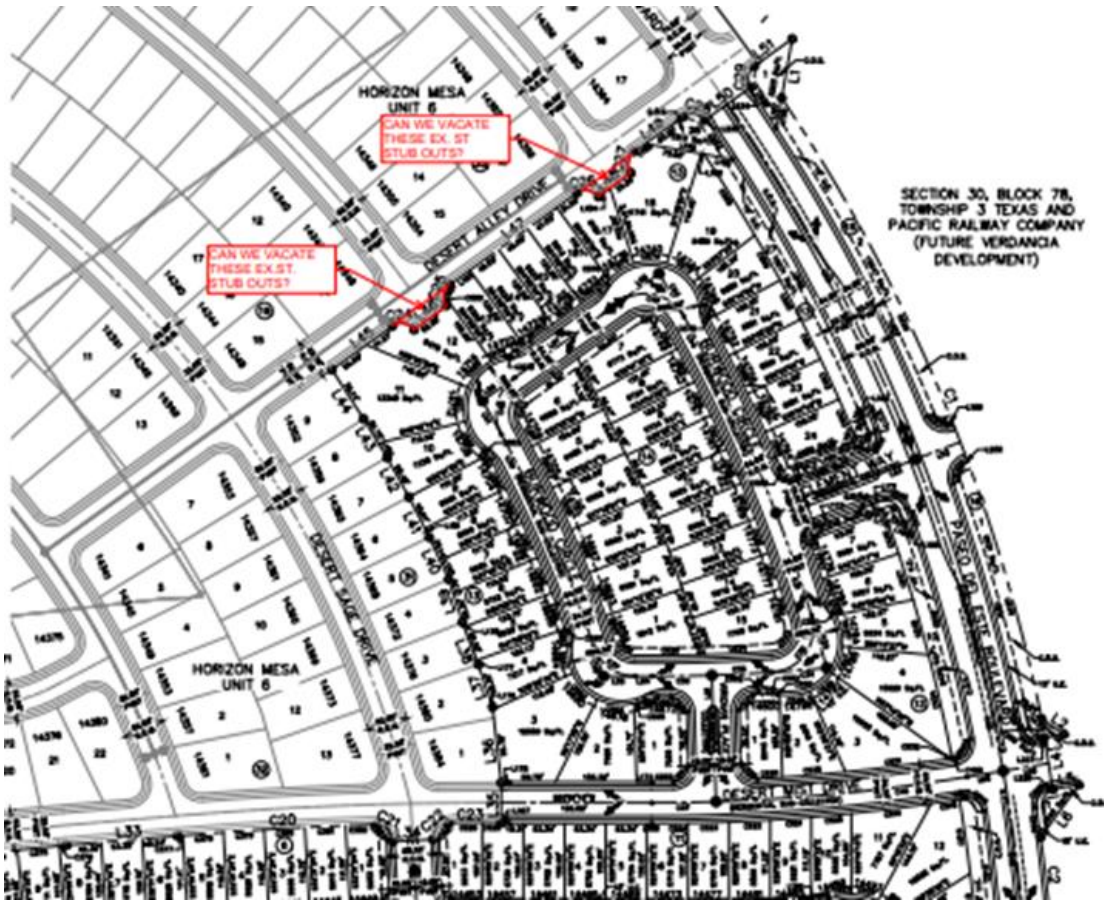
CUL-DE-SAC WITH LANDSCAPE PARKING

LEGEND:

-  LANDSCAPE
-  CONCRETE/ASPHALT PARKING PAD
-  STREET SIGN
-  FIRE LANE STRIPING
-  TRAFFIC FLOW



Attachment 8: Vacation Request



Attachment 9: Preliminary Plat 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

SDP24-0002

SUBDIVISION (PRELIMINARY)

SITE ADDRESS: 0 UNKNOWN HORIZON CITY
PRIMARY PARCEL: X57800033001030
PROJECT NAME:

ISSUED:

EXPIRES:

APPLICANT: Grajeda, Jorge
 813 N. Kansas St.
 El Paso, TX 79902
 9154979535

OWNER: RODMAN GROWTH 30 LTD
 4401 N MESA ST
 EL PASO, TX 79902-1150

Detail Name	Detail Value
Number of Acres	103
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 Subdivision Development
Number of Units:	389
Acreage:	103.2
If single-family or duplex development is proposed: enter the average floor area of houses	1,800 sq.ft.
Are special improvements proposed in connection with the development?	No
Is a modification of any portion of the subdivision ordinance proposed?	Yes
If answer is "Yes", please explain the nature of the modification or enter N/A	Modification for proposed street sections. See attached Modification Request Letter
What type of landscaping is proposed?	Medians
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?	N/A
If answered "Yes" to plat recorded before completion of subdivision improvements, have Required Guarantee OR Improvement Cost Estimates & Construction Agreement been submitted?	Not Applicable
Will any Restrictions and Covenants be recorded with plat?	No

Attachment 10: Final Plat Application



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

MAJOR SUBDIVISION FINAL PLAT APPLICATION

SUBDIVISION PROPOSED NAME: VERDANCIA UNIT ONE SUBDIVISION SUBMITTAL DATE: 3-5-2025

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
BEING ALL OF TRACT 1, 2F, 3D AND 3H, AND A PORTION OF TRACT 2, 3 AND 3B, SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, EL PASO COUNTY TEXAS CONTAINING 103.02 ACRES
2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	57.14	389	OFFICE		
DUPLEX			STREET & ALLEY	28.98	17
APARTMENT			PONDING & DRAINAGE	3.68	2
MOBILE HOME			INSTITUTIONAL		
P.U.D.			OTHER		
PARK (Min 1 Acre)	2.74	2	AMENITY SITE	3.29	1
SCHOOL			C.O.S. & LANDSCAPE TRAILS	5.54	41
COMMERCIAL	1.65	1	TOTAL NO. SITES	103.02	453
INDUSTRIAL			TOTAL (GROSS) ACREAGE	103.02	

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? R3 & C1 PROPOSED ZONING R3, C1 & S1
4. WILL THE RESIDENTIAL SITES, AS PROPOSED, PERMIT DEVELOPMENT IN FULL COMPLIANCE WITH ALL ZONING REQUIREMENTS OF THE EXISTING RESIDENTIAL ZONE(S)? YES NO
5. WHAT TYPE OF UTILITY EASEMENTS ARE PROPOSED? UNDERGROUND OVERHEAD COMBINATION
6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) SURFACE FLOW TO PROPOSED STORM SEWER THAT WILL ULTIMATELY DISCHARGE INTO TWO PROPOSED PONDS
7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES _____
8. ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? YES NO
9. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES NO
 IF "YES", PLEASE LIST SECTION & EXPLAIN THE NATURE OF THE MODIFICATION SEE ATTACHED MODIFICATION REQUEST LETTER FOR THE 54, 67, 68, 69 FOOT STREET R.O.W. & CULDES-SEC
10. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY MEDIANS OTHER PARKWAYS, DRIVELANES, OPEN SPACE & MEDIANS

11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: _____
12. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES NO N/A INITIALS _____
 IF YES, submit REQUIRED GUARANTEE (SECTION 4.10.3 & 8.1.7, Municode Chapter 10) OR Improvement Cost Estimates & Construction Agreement
13. WILL ANY RESTRICTIONS AND COVENANTS BE RECORDED WITH PLAT? YES NO INITIALS _____ IF YES, PLEASE SUBMIT COPY.
14. OWNER OF RECORD HUNT HORIZON MESA LLC / HUNT COMMUNITIES HOLDING LLC / COLONY PARTNERS EAST, L.P. (ADDRESS / EMAIL / PHONE (SAME AS DEVELOPER))
 (NAME & ADDRESS) (EMAIL) (PHONE)
15. DEVELOPER HUNT COMMUNITIES, GP LLC, 601 NORTH MESA, EL PASO, TEXAS 79902 JOSE LARES@HUNTCOMPANIES.COM 915-504-4764
 (NAME & ADDRESS) (EMAIL) (PHONE)
16. ENGINEER CEA GROUP, 813 N. KANSAS ST, SUITE 300, EL PASO, TEXAS 79902 JGRAJEDA@CEAGROUP.NET 915-544-5232
 (NAME & ADDRESS) (EMAIL) (PHONE)
17. APPLICANT CEA GROUP, 813 N. KANSAS ST, SUITE 300, EL PASO, TEXAS 79902 JGRAJEDA@CEAGROUP.NET 915-544-5232
 (NAME & ADDRESS) (EMAIL) (PHONE)
18. REP/POINT OF CONTACT _____ (NAME & ADDRESS) (EMAIL) (PHONE)

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

Applicant Signature [Signature] EMAIL jgrajeda@ceagroup.net

APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
 Acceptance of fee does not grant acceptance of application.
 Non Refundable Deposit \$800.00 | Application Fee: \$1600.00

VERDANCIA UNIT ONE SUBDIVISION

DESCRIPTION	BENCHMARK ELEVATIONS			LOCATION
	NORTHING	EASTING	ELEVATION	
NO. 1 CITY MONUMENT	10635794.02	476327.71	4036.93	CENTERLINE INTERSECTION OF PASEO DEL ESTE BLVD. AND DESERT ALLEY DRIVE
NO. 2 CITY MONUMENT	10634150.08	475620.38	4040.25	CENTERLINE INTERSECTION OF DESERT MIST DRIVE AND DESERT SPRING DRIVE
NO. 3 5/8" IRON ROD SET	10633308.30	477760.38	4045.30	ALONG EAST R.O.W. OF PASEO DEL ESTE BLVD. 1330' NORTH OF EASTLAKE BLVD. CENTERLINE INTERSECTION OF EASTLAKE BLVD. AND PASEO DEL ESTE BLVD.
NO. 4 CITY MONUMENT	10632055.92	477283.28	4042.87	

ACREAGE TABLE		
DESCRIPTION	SQ. FT.	ACRES
COMMERCIAL	72,556	1.666
AMENITY	143,312	3.290
PUBLIC PARK	119,503	2.743
POND	160,388	3.682
RESIDENTIAL	2,488,831	57.136
COMMON OPEN SPACE	212,024	4.867
LANDSCAPE EASEMENT	22,330	0.522
RIGHT-OF-WAY	1,267,901	29.107
EX. STREET STUBOUT	2,426	0.055
TOTAL	4,489,671	103.068

SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT
14521 HORIZON BOULEVARD,
EL PASO, TEXAS 79928

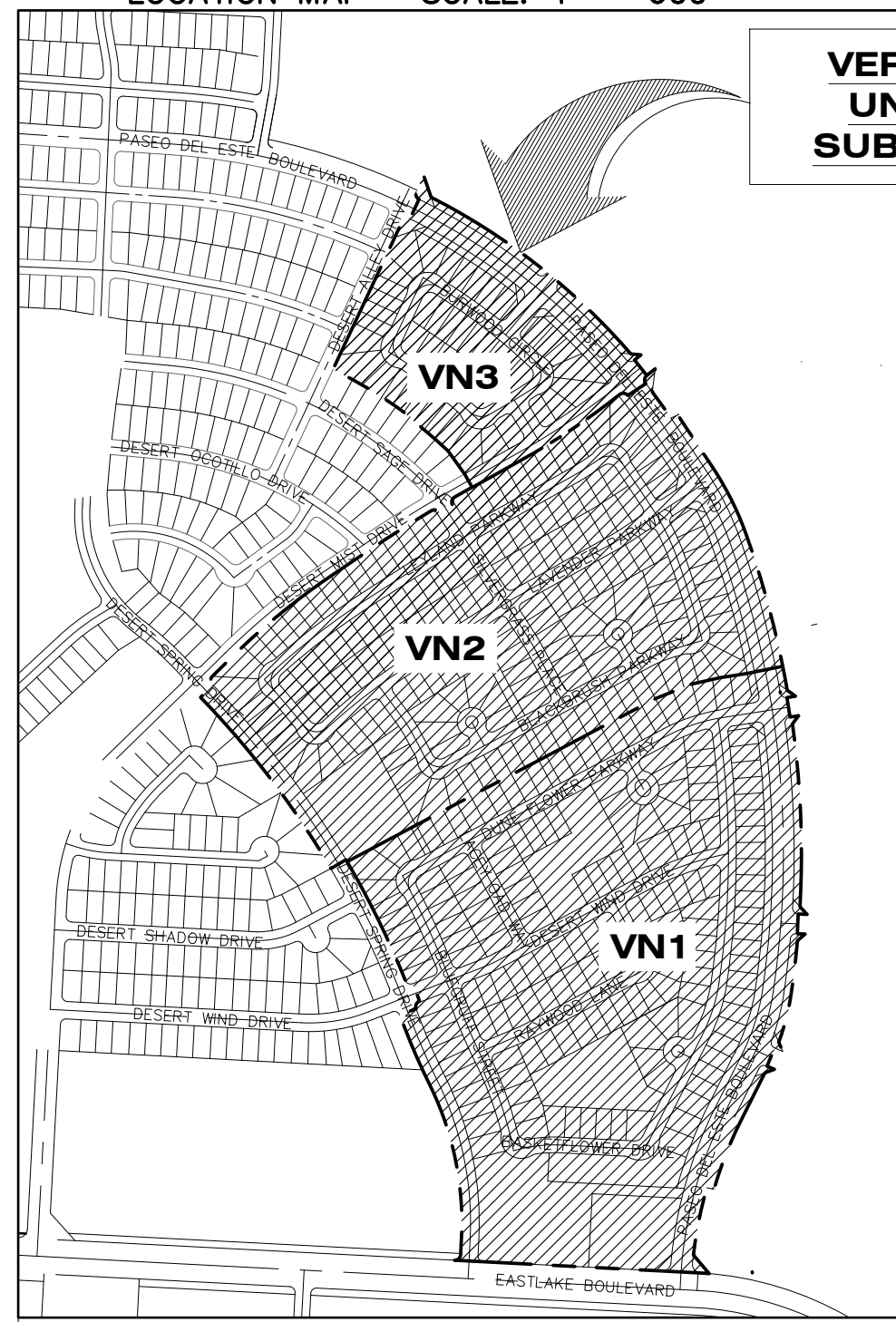
LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- PROPERTY LINE
- STREET CENTERLINE
- 10' UTILITY EASEMENT (10' U.E.)
- 5' IRRIGATION EASEMENT
- ③ LOT AND BLOCK NUMBER
- ▲ PROPOSED MONUMENT
- EXISTING MONUMENT
- 5/8" IRON ROD W/ZWA CAP SET
- 1/2" IRON ROD W/ZWA CAP SET
- UTILITY EASEMENT
- U.U.E. UNDERGROUND UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- C.O.S. COMMON OPEN SPACE
- ▨ LANDSCAPE AREA
- ▨ STREET NAME CHANGE IDENTIFIER

STREET TABLE

STREET NAME	LINEAR FEET
DUNE FLOWER PARKWAY	1463.26
BLUEGRASS STREET	1022.66
BASKEFLOWER DRIVE	1997.05
RAYWOOD LANE	917.25
DESERT WIND DRIVE	1179.45
LACEY OAD WAY	411.15
CURLEAF COURT	125.85
DESERT SPRING DRIVE	895.83
PASEO DEL ESTE BLVD	4203.20
LAVENDER PARKWAY	1869.64
LEYLAND PARKWAY	1440.58
BLACKBUSH PARKWAY	2118.20
SILVERGRASS PLACE	782.06
POPPY COURT	91.49
TRANQUIL COURT	124.57
DESERT MIST DRIVE	710.05
VRIDIAN PLACE	164.00
CLEMENT WAY	236.00
BURWOOD CIRCLE	1517.94

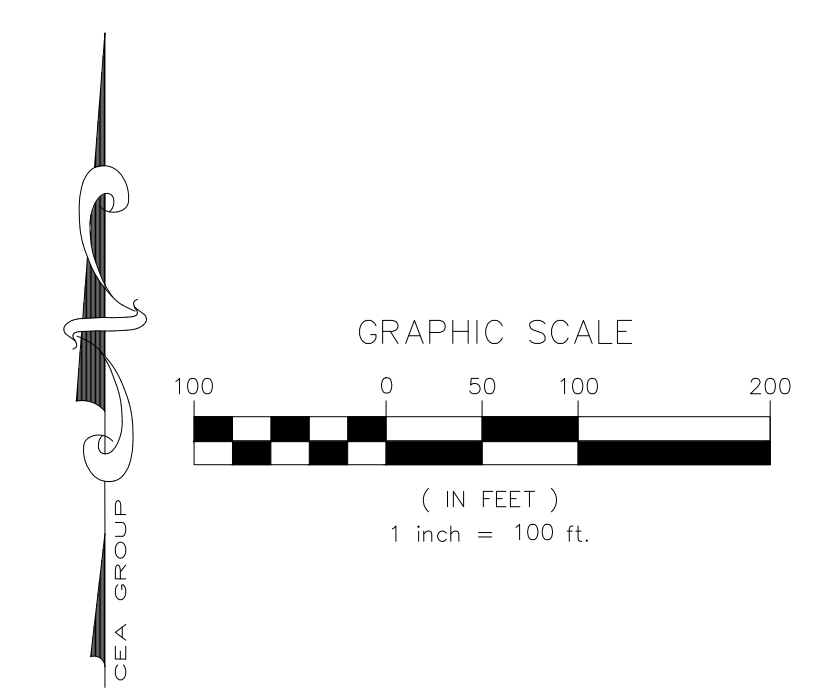
RESIDENTIAL	= 389
COMMERCIAL	= 1
POND	= 2
PUBLIC PARK	= 2
AMENITY SITE	= 1
TOTAL	= 395



VERDANCIA UNIT ONE SUBDIVISION

BEING ALL OF TRACT 1, 2F, 3D AND 3H, AND A PORTION OF TRACT 2, 3 AND 3B, SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY AND VACATING PORTIONS OF TOWN OF HORIZON CITY RIGHT-OF-WAY, EL PASO COUNTY TEXAS. CONTAINING 103.068 ACRES ±

SHEET 1 OF 5



SURVEYOR
ZWA
Zamora, L.L.C.
Professional Land Surveyors
1510 Zaragoza Road, Suite B-8 • El Paso, TX 79936
Office: (915) 955-9009 • Fax: (915) 855-9012

OWNERS DEDICATION, CERTIFICATION AND ATTESTATION

I, HUNT HORIZON MESA, LLC OWNER OF THE 103.068 ACRE TRACT OF LAND ENCOMPASSED WITHIN VERDANCIA UNIT ONE SUBDIVISION, DO HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE TOWN OF HORIZON CITY THE DRAINAGE, PARKS, PONDS AND RIGHT-OF-WAY FACILITIES SHOWN HEREIN, TO THE UTILITY COMPANIES THE UTILITY EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS AND THE REGULATIONS OF HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT (HRMUD)

(B) SEWER CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS AND THE REGULATIONS OF HORIZON REGIONAL MUD.

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

HUNT HORIZON MESA, LLC

JOSE LARES, VICE-PRESIDENT _____ DATE _____

STATE OF TEXAS
COUNTY OF EL PASO

THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2025 BY JOSE LARES AS, VICE PRESIDENT OF HUNT COMMUNITIES DEVELOPMENT CO., LLC, IN ITS CAPACITY AS SOLE MEMBER OF HUNT HORIZON MESA, LLC A TEXAS LIMITED LIABILITY COMPANY WHO STATED THAT HE EXECUTED SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC IN THE COUNTY OF EL PASO, TEXAS _____
MY COMMISSION EXPIRES _____

TOWN OF HORIZON CITY TOWN COUNCIL:

THIS SUBDIVISION IS HEREBY APPROVED AS TO THE PLATTING AND AS TO THE CONDITIONS OF THE DEDICATION IN ACCORDANCE WITH CHAPTER OF THE LOCAL GOVERNMENT CODE OF TEXAS, THIS _____ DAY OF _____, 2025, A.D.

ACCEPTED AND ADOPTED BY THE CITY COUNCIL OF TOWN OF HORIZON CITY THIS _____ DAY OF _____, 2025, A.D.

ELVIA SCHULLER, TOWN CLERK _____ ANDRES RENTERIA, MAYOR _____

APPROVED FOR FILING THIS _____ DAY OF _____, 2025.

HUITT-ZOLLARS, INC., TOWN ENGINEER _____

FILING

FILED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF EL PASO COUNTY, TEXAS,
THIS _____ DAY OF _____, 2025, A.D. IN
FILE NO. _____

EL PASO COUNTY CLERK _____ BY DEPUTY _____

SURVEYOR'S DEDICATION

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND IS IN COMPLIANCE WITH THE CURRENT TEXAS BOARD OF PROFESSIONAL LAND SURVEYING PRACTICE AND TECHNICAL STANDARDS.

G. RENE ZAMORA, R.P.L.S. TX. NO. 5682

ENGINEER
cea 813 N. Kansas St.
Suite 300
El Paso, TX 79902
915.544.5232
www.ceagroup.net
TEXAS REGISTERED ENGINEERING FIRM F-4564

ENGINEER'S DEDICATION

SUBDIVISION IMPROVEMENT PLANS PREPARED BY AND UNDER THE SUPERVISION OF CEA GROUP.

JORGE GRAJEDA, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 117401

HUNT COMMUNITIES

OWNER/DEVELOPER
HUNT COMMUNITIES DEVELOPMENT CO., II, LLC
HUNT HORIZON MESA, LLC
601 NORTH MESA, SUITE 1900
EL PASO, TEXAS 79901
VOICE (915) 533-1122
FAX (915) 545-2631
CONTACT: MR. JOSE LARES, P.E.

BEARING BASIS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. THESE COORDINATES WERE ESTABLISHED FROM REFERENCE POINT TX04A (NGS PID NO. AB6217), HAVING VALUES 3143710.98688(N), 10671429.61456(W) COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

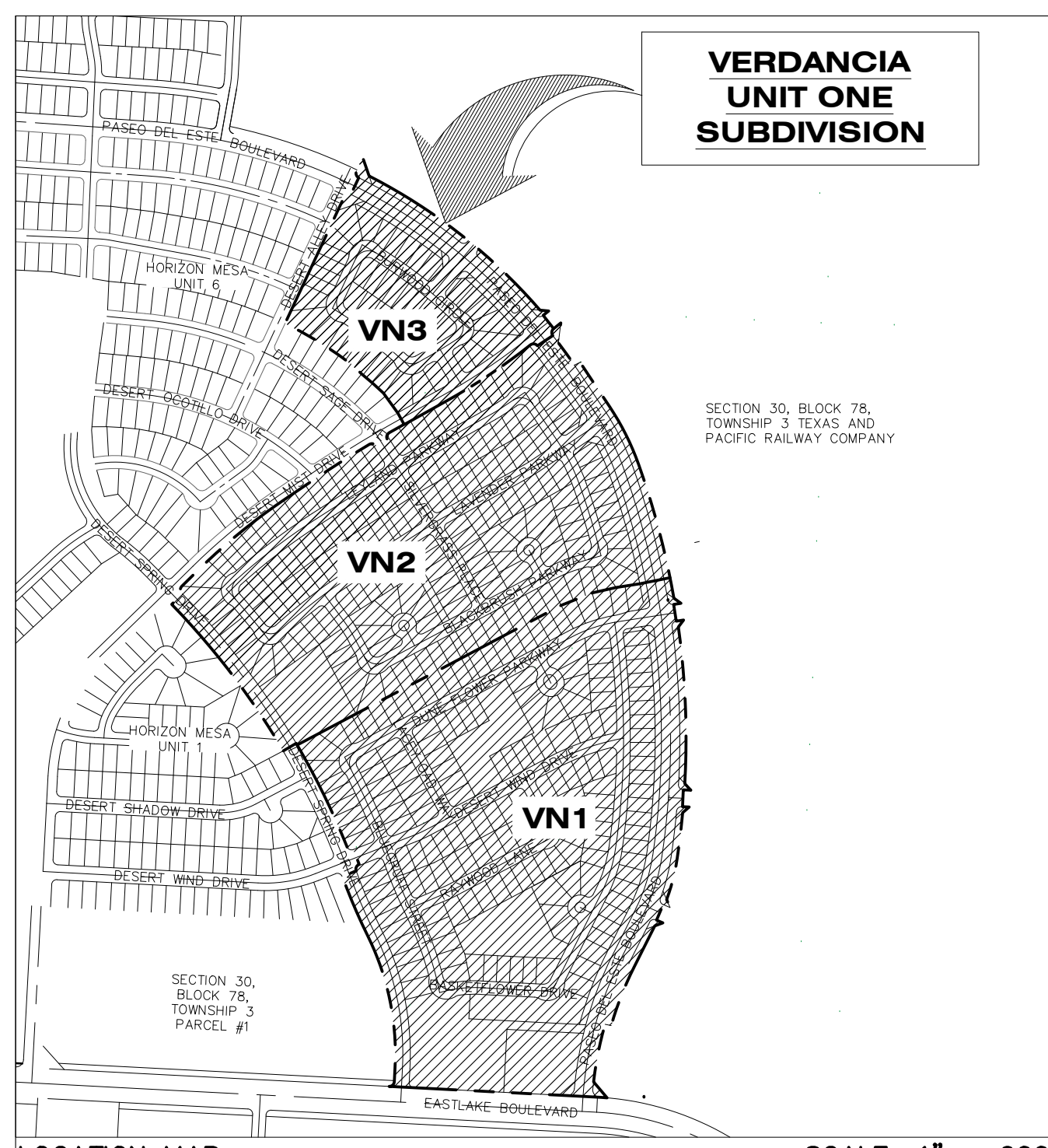
VERTICAL DATUM:

VERTICAL DATUM BASED ON WEST TEXAS AIRPORT REFERENCE POINT TX04A (NGS PID NO. AB6217) NAVD 88 DATUM AND REFERENCED TO NAD83, HAVING AN ELEVATION OF 4005.60.

VERDANCIA UNIT ONE SUBDIVISION

BEING ALL OF TRACT 1, 2F, 3D AND 3H, AND A PORTION OF TRACT 2, 3 AND 3B, SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY AND VACATING PORTIONS OF TOWN OF HORIZON CITY RIGHT-OF-WAY, EL PASO COUNTY TEXAS. CONTAINING 103.068 ACRES ±

SHEET 2 OF 5



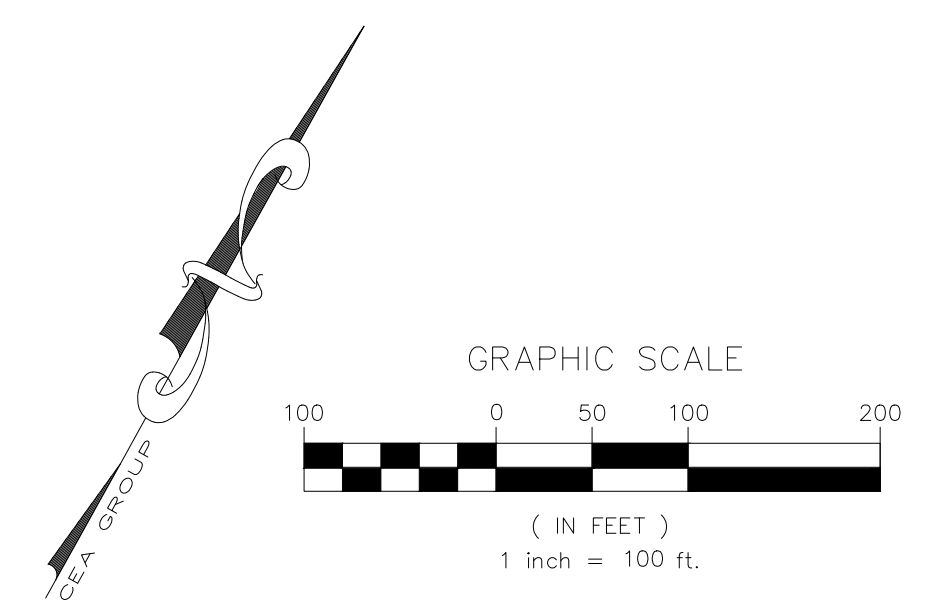
LOCATION MAP SCALE: 1" = 600'



PLAT NOTES AND RESTRICTIONS

- ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011) (EPOCH 2010.00).
- THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENT LOCATIONS.
- THIS SUBDIVISION IS LOCATED WITHIN A FLOOD ZONE "X". AREAS DETERMINED TO BE OUTSIDE 500 YEAR AREAS SUBJECT TO INUNDATION BY THE 1%-ANNUAL-CHANCE FLOOD EVENT GENERALLY USING APPROXIMATE METHODOLOGIES FLOOD PLAIN - PANEL NO. 480212 02508, DATED SEPTEMBER 4, 1991.
- TAX CERTIFICATE(S) FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION. DOCUMENT NO. _____ DATE _____.
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION. DOCUMENT NO. _____ DATE _____.
- THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO VERDANCIA UNIT ONE 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 FROM EXISTING FACILITIES LOCATED ON PASEO DEL ESTE BOULEVARD AND DESERT SPRING DRIVE, AND WILL BE CONSTRUCTED TO SERVE THE SUBDIVISION, WITHIN TWO (2) YEARS OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE HRMUD DISTRICT WATER AND SANITARY SEWER SYSTEM, PURSUANT TO RULES AND REGULATIONS OF THE DISTRICT, AND HRMUD, AND OTHER APPLICABLE STATE AND LOCAL RULES AND REGULATIONS.
- LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS.
- HUNT HORIZON MESA, LLC, SHALL OBTAIN A PERMIT FROM THE TOWN OF HORIZON CITY PRIOR TO CUTTING ANY EXISTING COUNTY ROADS FOR INSTALLATION OF UTILITIES, CONSTRUCTION OF DRIVEWAYS, OR ANY OTHER PURPOSE.
- HUNT HORIZON MESA, LLC, HAS PROVIDED ADEQUATE STORM RUNOFF AND PONDING PROVISIONS PRIOR TO SALE OF ANY PROPERTY.
- HUNT HORIZON MESA, LLC, THE SUBDIVIDER OF VERDANCIA UNIT ONE HAS INSTALLED ALL UTILITY SERVICE LINES TO THE PROPERTY LINES OF THE RESIDENTIAL LOTS AND COMMERCIAL LOTS FRONTING STREETS, UNLESS OTHERWISE APPROVED IN WRITING.
- ROADS WILL NOT BE MAINTAINED BY THE TOWN OF HORIZON CITY UNTIL PAVED BY HUNT HORIZON MESA, LLC, AND LEGALLY APPROVED AND ACCEPTED.
- IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 232.025(6), IT IS HEREBY EXPRESSED THAT ALL PURCHASE CONTRACTS MADE BETWEEN HUNT HORIZON MESA, LLC, AND A PURCHASER OF LAND IN THIS SUBDIVISION WILL CONTAIN A STATEMENT DESCRIBING WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THIS SUBDIVISION.
- POSTAL SERVICE WITHIN THE SUBDIVISION WILL BE PROVIDED USING NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
- ALL PUBLIC STORMWATER INFRASTRUCTURE, DRAINAGE EASEMENT AND PUBLIC PONDING AREA TO BE MAINTAINED AND OPERATED BY THE TOWN OF HORIZON CITY.
- LOT 12, BLOCK 1, SHALL BE FOR COMMERCIAL USE ONLY.
- LOT 11, BLOCK 1, SHALL BE FOR AN AMENITY SITE USE ONLY.
- LOT OWNERS ARE RESPONSIBLE FOR MAINTAINING SIDEWALKS, PARKWAYS AND DRIVEWAYS ABUTTING THEIR PROPERTY, INCLUDING DOUBLE FRONTAGE LOTS.
- LOT OWNER FOR LOT 11, BLOCK 1 AND LOT 12, BLOCK 1 SHALL OBTAIN APPROVAL FROM THE TOWN OF HORIZON CITY PRIOR TO COMMERCIAL OR AMENITY SITE LOT DEVELOPMENT, GRADING & DRAINAGE PLANS. PERMITTING BY A TEXAS LICENSED ENGINEER IS REQUIRED FOR EACH INDIVIDUAL LOT TO BE SUBMITTED FOR REVIEW & APPROVAL, BY THE TOWN OF HORIZON CITY.
- PUBLIC PARKS ARE TO BE DEDICATED AND MAINTAINED BY THE TOWN OF HORIZON CITY.
- LANDSCAPE EASEMENTS AT EYEBROWS AND CUL-DE-SACS ARE TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA).
- LANDSCAPE EASEMENTS WITHIN LOT 11, BLOCK 1 (THE AMENITY CENTER) AND LOT 12, BLOCK 1 (THE COMMERCIAL LOT) ARE TO BE MAINTAINED BY THE LOT OWNER.
- LANDSCAPE COMMON OPEN SPACE (C.O.S.) (BLOCK 1: LOT 40, LOT 41, LOT 42, LOT 43, BLOCK 6: LOT 93, LOT 94, LOT 95, LOT 96, BLOCK 11: LOT 17, LOT 18, LOT 19, BLOCK 12: LOT 7, LOT 8, LOT 9, BLOCK 13: LOT 25, LOT 26, LOT 27, LOT 28, BLOCK 15: LOT 2, BLOCK 16: LOT 1, LOT 2, BLOCK 17: LOT 1, LOT 2, LOT 3, BLOCK 18: LOT 1, LOT 2, BLOCK 19: LOT 1, LOT 2, LOT 3, BLOCK 20: LOT 1, LOT 2 AND LOT 3) ARE TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA).
- REFER TO THE TOWN OF HORIZON CITY CODE OF ORDINANCES CHAPTER 14 OPEN SPACE REGULATIONS IN EFFECT.
- NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH RESIDENTIAL LOT.
- THE BUILDER WILL CONSTRUCT A 5' WIDE CONCRETE SIDEWALK AS PART OF THE CONSTRUCTION OF VERDANCIA UNIT ONE. THESE SIDEWALKS ARE LOCATED ALONG THE FRONT, REAR, AND SIDES OF EACH LOT, WHERE THE LOT ABUTS A PUBLIC DEDICATED ROAD, UNLESS OTHERWISE NOTED ON THE SUBDIVISION IMPROVEMENTS PLANS.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE OWNED OR LEASED TO, AND MAINTAINED BY THE TOWN OF HORIZON CITY IN ACCORDANCE WITH ITS RULES AND REGULATIONS.
- THE BUILDER SHALL CONSTRUCT CONCRETE DRIVEWAYS BETWEEN THE STREET CURB AND THE PROPERTY LINE AS PART OF THE CONSTRUCTION OF BUILDING IMPROVEMENTS.
- ALL UTILITY EASEMENTS ARE 10' WIDE UNLESS OTHERWISE SPECIFIED ON DRAWINGS.
- VEHICULAR ACCESS TO THOSE RESIDENTIAL LOTS ABUTTING PASEO DEL ESTE BOULEVARD, DESERT MIST DRIVE, DESERT ALLEY DRIVE, AND DESERT SPRING DRIVE SHALL BE FROM OTHER DEDICATED STREETS ONLY. THE INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION. INSTRUMENT NO. _____ DATE _____.
- LOT 12, BLOCK 2 AND LOT 98, BLOCK 6 ARE DESIGNATED AS PUBLIC PONDING AREAS AND RETENTION PONDS. NO DWELLING/OCCUPANCY SHALL BE PERMITTED ON THESE LOTS. THESE LOTS SHALL BE DEDICATED TO AND MAINTAINED BY THE TOWN OF HORIZON CITY.
- SIDEWALKS & OPEN SPACE IMPROVEMENTS NOT DEDICATED TO THE TOWN OF HORIZON CITY SHALL BE MAINTAINED BY THE HOMEOWNER ASSOCIATION IN PLACE AND SHOULD THE HOA FAIL, THE CURRENT PROPERTY OWNER (HUNT COMMUNITIES LLC) SHALL BE RESPONSIBLE FOR ALL MAINTENANCE.
- BY APPROVING THIS SUBDIVISION PLAT, THE MAYOR AND THE CITY COUNCIL OF THE TOWN OF HORIZON CITY HEREBY AUTHORIZES THE TRANSFER OF THE PORTION OF RIGHT OF WAY IDENTIFIED AS STUB CUTS ON THIS SUBDIVISION TO HUNT COMMUNITIES LLC AND AGREES THAT PORTION OF THE RIGHT OF WAY IDENTIFIED AS STUB CUTS ARE VACATED BY THIS SUBDIVISION PLAT AND INCORPORATED INTO THE ADJACENT LOTS.
- DESERT CACTUS DRIVE PORTION OF RIGHT-OF-WAY, EXISTING AS STUB CUT, TO BE VACATED BY THIS SUBDIVISION PLAT (EXISTING STREET R.O.W. STUB OUT #1). SUBDIVIDER SHALL COORDINATE AND ENSURE ALL UTILITY MODIFICATIONS NEEDED WILL BE COORDINATED WITH RESPECTIVE UTILITY COMPANIES.
- DESERT POINT DRIVE PORTION OF RIGHT-OF-WAY, EXISTING AS STUB CUT, TO BE VACATED BY THIS SUBDIVISION PLAT (EXISTING STREET R.O.W. STUB OUT #2). SUBDIVIDER SHALL COORDINATE AND ENSURE ALL UTILITY MODIFICATIONS NEEDED WILL BE COORDINATED WITH RESPECTIVE UTILITY COMPANIES.
- THE 24" STORM SEWER INFRASTRUCTURE WITHIN THE 15-FT PRIVATE DRAINAGE EASEMENT ON LOT 11, BLOCK 1 AND LOT 13, BLOCK 1 SHALL BE OPERATED AND MAINTAINED BY THE OWNER OF THE COMMERCIAL SITE, LOT 12, BLOCK 1.

LEGEND	
	SUBDIVISION BOUNDARY LINE
	STREET RIGHT OF WAY
	PROPERTY LINE
	STREET CENTERLINE
	10' UTILITY EASEMENT (10' U.E.)
	5' IRRIGATION EASEMENT
	LOT AND BLOCK NUMBER
	PROPOSED MONUMENT
	EXISTING MONUMENT
	5/8" IRON ROD W/ZWA CAP SET
	1/2" IRON ROD W/ZWA CAP SET
	UTILITY EASEMENT
	UNDERGROUND UTILITY EASEMENT
	DRAINAGE EASEMENT
	COMMON OPEN SPACE
	LANDSCAPE AREA
	STREET NAME CHANGE IDENTIFIER



SURVEYOR
ZWA
 Zamora, L.L.C.
 Professional Land Surveyors
 1510 Zaragoza Road, Suite B-8 • El Paso, TX 79936
 Office: (915) 955-9009 • Fax: (915) 855-9012

ENGINEER
cea
 group
 TEXAS REGISTERED ENGINEERING FIRM F-4564
 813 N. Kansas St.
 Suite 300
 El Paso, TX 79902
 915.544.5232
 www.ceagroup.net

HUNT
 COMMUNITIES

VERDANCIA UNIT ONE SUBDIVISION

BEING ALL OF TRACT 1, 2F, 3D AND 3H, AND A PORTION OF TRACT 2, 3 AND 3B, SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY AND VACATING PORTIONS OF TOWN OF HORIZON CITY RIGHT-OF-WAY, EL PASO COUNTY TEXAS.
CONTAINING 103.068 ACRES ±

SHEET 3 OF 5

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	2278.13'	878.67'	444.86'	873.23'	S51°52'20"E	022°05'56"
C2	2250.63'	107.08'	53.55'	107.07'	S35°38'40"E	002°43'33"
C3	1062.00'	260.96'	131.14'	260.96'	S26°40'34"E	014°04'44"
C4	3277.00'	556.42'	278.88'	556.76'	S14°46'21"E	009°43'43"
C5	3277.00'	630.55'	316.25'	629.57'	S02°20'48"E	011°01'29"
C6	3277.00'	186.51'	93.28'	186.48'	S06°50'45"W	003°15'39"
C7	812.00'	169.71'	85.16'	169.40'	S14°27'49"W	011°58'29"
C8	1391.00'	254.70'	127.71'	254.34'	S21°24'47"W	010°29'28"
C9	1160.00'	21.56'	10.78'	21.56'	N85°40'16"W	001°03'54"
C10	344.88'	7.59'	3.79'	7.59'	N86°21'45"W	001°15'38"
C11	20.00'	31.42'	20.00'	28.28'	N47°57'34"E	090°00'00"
C12	1070.00'	546.83'	279.52'	540.90'	N11°40'52"W	029°16'52"
C13	2340.41'	260.10'	130.18'	259.96'	N23°08'17"W	006°22'03"
C14	20.00'	32.10'	20.69'	28.76'	N24°24'32"E	091°56'46"
C15	20.00'	31.47'	20.05'	28.32'	N66°36'04"W	090°08'39"
C16	3140.06'	467.26'	234.06'	466.83'	N26°07'08"W	008°31'34"
C17	3080.06'	741.97'	372.79'	740.18'	N37°17'58"W	013°48'08"
C18	20.00'	31.48'	20.07'	28.33'	N00°33'26"E	090°11'16"
C19	2473.41'	455.32'	228.30'	454.67'	N50°44'10"E	010°32'50"
C20	4817.25'	258.95'	129.50'	258.91'	N57°33'03"E	003°04'48"
C21	20.00'	30.85'	19.44'	27.88'	S76°42'59"E	088°23'09"
C22	20.00'	32.38'	20.98'	28.96'	N13°51'07"E	092°45'03"
C23	6299.36'	68.90'	34.45'	68.90'	N60°32'27"E	000°37'36"
C24	2216.13'	46.51'	23.26'	46.51'	N64°21'57"W	001°12'09"
C25	2278.13'	54.00'	27.00'	54.00'	N50°15'15"W	001°21'29"
C26	20.00'	31.06'	19.65'	28.03'	S36°37'12"W	088°59'35"
C28	20.00'	31.84'	20.43'	28.58'	N70°38'37"E	091°13'13"
C29	20.00'	31.00'	19.59'	27.99'	N19°22'29"W	088°48'54"
C30	2216.13'	522.56'	262.50'	521.35'	N57°00'34"W	013°30'37"
C31	2022.13'	140.56'	70.31'	140.54'	N48°15'46"W	003°58'58"
C32	57.00'	102.76'	72.03'	89.40'	N05°22'25"E	103°17'25"
C33	2022.13'	70.66'	35.33'	70.66'	N45°16'13"W	002°00'08"
C34	2336.00'	70.52'	35.26'	70.52'	N58°09'14"E	001°43'47"
C35	2336.00'	78.56'	39.29'	78.56'	N57°58'56"E	001°55'37"
C36	2336.00'	77.81'	38.91'	77.81'	N59°54'00"E	001°54'31"
C37	57.00'	71.03'	40.96'	66.52'	S83°26'46"E	071°23'58"
C38	1741.17'	40.80'	20.40'	40.80'	N47°04'31"W	001°20'33"
C39	1741.17'	300.00'	150.37'	299.63'	N52°40'57"W	009°52'19"
C40	57.00'	82.23'	50.12'	75.28'	S16°17'33"E	082°39'06"
C41	1741.17'	50.04'	25.02'	50.03'	N58°26'30"W	001°38'47"
C42	57.00'	96.22'	64.11'	85.20'	S73°23'38"W	096°43'15"
C43	2022.13'	64.00'	32.00'	64.00'	N59°09'09"W	001°48'49"
C44	2022.13'	282.04'	141.25'	281.82'	N54°15'00"W	007°59'29"
C45	2216.13'	420.43'	210.85'	419.80'	N44°49'10"W	010°52'11"
C46	2500.00'	327.06'	163.76'	326.83'	N55°11'52"E	007°29'45"
C47	2500.00'	83.27'	41.64'	83.27'	N59°54'00"E	001°54'31"
C48	2216.13'	219.26'	109.72'	219.17'	N36°33'00"W	005°40'08"
C49	1000.00'	32.52'	16.26'	32.52'	N32°47'03"W	001°51'48"
C50	811.00'	166.76'	83.67'	166.47'	N25°31'39"W	011°46'53"
C51	3026.00'	239.37'	119.75'	239.31'	N17°22'14"W	004°31'56"
C52	57.00'	88.37'	55.84'	79.78'	N29°18'27"E	088°49'25"
C53	3026.00'	55.86'	27.93'	55.85'	N14°34'32"W	001°03'27"
C54	500.00'	101.11'	50.73'	100.93'	N05°55'35"W	011°35'09"
C55	57.00'	89.54'	57.00'	80.61'	S72°52'00"E	090°00'00"
C56	500.00'	74.49'	37.31'	74.42'	N32°08'05"W	008°32'10"
C57	2131.00'	227.03'	113.62'	226.92'	S50°49'39"W	006°06'14"
C58	57.00'	93.09'	60.67'	83.09'	S85°26'13"E	093°34'31"
C59	2131.00'	61.31'	30.66'	61.31'	S46°57'05"W	001°38'54"
C60	3328.67'	61.60'	30.80'	61.59'	N38°07'09"W	001°03'37"
C61	3328.67'	152.51'	76.27'	152.50'	N39°57'42"W	002°37'31"
C62	57.00'	88.74'	56.21'	80.55'	S03°19'31"W	089°11'59"
C63	3328.67'	55.54'	27.27'	55.54'	N41°45'09"W	000°57'21"
C64	2400.00'	56.69'	28.34'	56.69'	S47°14'55"W	001°21'12"
C65	2400.00'	400.09'	200.51'	399.62'	S52°42'03"W	009°33'05"
C66	500.00'	50.53'	25.29'	50.51'	S58°39'23"W	005°47'26"
C67	500.00'	39.76'	19.89'	39.75'	N58°33'46"E	004°33'24"
C68	57.00'	89.54'	57.00'	80.61'	N78°42'56"W	090°00'00"
C69	500.00'	39.76'	19.89'	39.75'	N58°33'46"E	004°33'24"
C70	500.00'	29.36'	14.68'	29.36'	S59°09'32"W	003°21'52"
C71	2131.00'	133.79'	66.91'	133.76'	S55°40'41"W	003°35'49"
C72	500.00'	40.64'	20.33'	40.63'	N30°11'42"W	004°39'25"
C73	1000.00'	213.20'	107.01'	212.80'	N25°44'41"W	012°12'56"
C74	3215.00'	603.39'	302.58'	602.50'	N14°15'37"W	010°45'12"
C75	600.00'	13.10'	6.55'	13.10'	S80°29'27"W	001°15'05"
C76	3026.00'	467.43'	234.18'	466.97'	N04°72'20"W	008°51'02"
C77	3026.00'	445.51'	223.16'	445.10'	N04°11'55"E	008°26'08"
C78	580.00'	184.78'	93.18'	184.00'	N17°31'55"E	018°15'12"
C79	57.00'	65.95'	37.22'	62.33'	S59°48'21"E	066°17'40"
C80	500.00'	113.70'	57.10'	113.46'	S86°26'18"W	013°01'46"
C81	57.00'	85.90'	53.48'	78.00'	S56°54'09"E	086°20'54"
C82	500.00'	54.65'	27.35'	54.62'	S76°47'32"E	006°15'45"
C83	1272.00'	56.41'	28.21'	56.40'	N12°27'29"W	002°32'27"
C84	1272.00'	278.44'	139.78'	277.88'	N19°59'57"W	012°32'31"
C85	2000.00'	25.18'	12.59'	25.18'	S25°54'34"E	000°43'17"
C86	2000.00'	201.29'	100.73'	201.20'	S22°39'56"E	005°45'59"

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C87	3282.06'	67.09'	33.54'	67.09'	N20°22'05"W	001°10'16"
C88	3282.06'	338.26'	169.28'	338.11'	N23°54'22"W	008°54'18"
C89	57.00'	88.53'	56.01'	79.90'	S17°38'15"W	088°59'31"
C90	3282.06'	56.00'	28.00'	56.00'	N27°20'51"W	000°58'39"
C91	600.00'	185.69'	93.59'	184.95'	S70°59'57"W	017°43'54"
C92	1000.00'	304.08'	153.22'	302.91'	S70°50'41"W	017°25'17"
C93	57.00'	89.54'	57.00'	80.61'	N17°08'00"E	090°00'00"
C94	500.00'	44.13'	22.08'	44.12'	N64°39'43"E	005°03'26"
C95	500.00'	58.89'	29.48'	58.86'	N65°30'41"W	006°44'55"
C96	3215.00'	736.08'	369.66'	734.47'	N02°19'28"W	013°07'05"
C97	3215.00'	238.02'	119.07'	237.97'	N06°21'19"E	004°14'31"
C98	750.00'	211.72'	106.57'	211.02'	N16°33'49"E	016°10'28"
C99	750.00'	26.28'	13.14'	26.28'	N25°39'17"E	002°00'29"
C100	1453.00'	573.32'	290.44'	569.61'	S15°21'18"W	022°36'27"
C101	1100.00'	562.16'	287.36'	556.06'	N11°40'52"W	029°16'52"
C102	2310.41'	257.64'	128.95'	257.51'	S23°07'37"E	006°23'21"
C103	3110.06'	749.17'	376.41'	747.36'	N37°17'59"W	013°48'06"
C104	20.00'	31.81'	20.40'	28.56'	N65°33'23"W	090°11'16"
C105	3255.06'	12.06'	6.03'	12.06'	N19°53'19"W	000°12'44"
C106	2027.00'	20.37'	10.18'	20.37'	S20°04'13"E	000°34'33"
C107	2027.00'	52.04'	26.02'	52.04'	S21°05'37"E	001°28'16"
C108	2027.00'	52.04'	26.02'	52.04'	S22°33'53"E	001°28'16"
C109	2027.00'	52.04'	26.02'	52.04'	S24°02'09"E	001°28'16"
C110	2027.00'	53.03'	26.52'	53.03'	S25°31'15"E	001°29'56"
C111	1245.00'	63.57'	31.79'	63.57'	S22°48'27"W	002°55'32"
C112	1245.00'	64.69'	32.35'	64.68'	N21°51'22"W	002°58'37"
C113	1245.00'	59.37'	29.69'	59.36'	S19°00'05"E	002°43'56"
C114	1245.00'	59.37'	29.69'	59.36'	S16°16'30"E	002°43'56"
C115	1418.50'	234.04'	117.29'	233.78'	S11°21'12"W	009°27'12"
C116	40.00'	15.73'	7.97'	15.63'	S03°24'37"E	022°31'56"
C117	2027.00'	229.53'	114.89'	229.40'	S23°01'35"E	006°29'16"
C118	70.00'	36.46'	18.65'	36.05'	S07°04'00"E	029°50'41"
C119	70.00'	121.31'	82.39'	106.69'	S71°38'11"W	099°17'42"
C120	40.00'	16.59'	8.41'	16.47'	N70°35'41"E	023°45'27"
C121	473.00'	44.27'	22.15'	44.25'	S85°09'18"W	005°21'46"
C122	473.00'	42.24'	21.13'	42.23'	N89°36'20"W	005°07'00"
C123	40.00'	14.71'	7.35'	14.71'	N74°03'20"W	025°58'58"
C124	70.00'	120.27'	81.15'	106.01'	N69°42'58"E	098°26'21"
C125	70.00'	24.22'	12.23'	24.09'	N10°35'10"E	019°49'14"
C126	40.00'	18.14'	9.23'	17.98'	N13°40'02"E	001°38'47"
C127	607.00'	25.36'	12.68'	25.36'	N25°27'43"E	002°23'37"
C128	607.00'	53.59'	26.81'	53.58'	N21°44'09"E	005°03'32"
C129	607.00'	53.59'	26.81'	53.58'	N16°33'23"W	005°03'32"
C130	607.00'	53.59'	26.81'	53.58'	N17°31'06"E	005°03'32"
C131	607.00'	7.24'	3.62'	7.24'	N08°44'49"E	000°41'01"
C132	3053.00'	47.57'	23.78'	47.57'	N07°57'32"E	000°53'34"
C133	3053.00'	55.00'	27.50'	55.00'	N66°59'47"E	001°01'56"
C134	3053.00'	55.00'	27.50'	55.00'	N05°57'52"E	001°01'56"
C135	3053.00'	55.00'	27.50'	55.00'	N04°55'56"E	001°01'56"
C136	3053.00'	55.00'	27.50'	55.00'	N03°54'00"E	001°01'56"
C137	3053.00'	55.00'	27.50'	55.00'	N02°52'04"E	001°01'56"
C138	3053.00'	55.00'	27.50'	55.00'	N01°50'08"E	001°01'56"
C139	3053.00'	55.00'	27.50'	55.00'	N00°48'13"E	001°01'56"
C140	3053.00'	55.00'	27.50'	55.00'	N00°31'43"W	001°01'56"
C141	3053.00'	55.00'	27.50'	55.00'	N01°15'39"W	001°01'56"
C142	3053.00'	55.00'	27.50'	55.00'	N02°17'35"W	001°01'56"
C143	3053.00'	55.00'	27.50'	55.00'	N03°19'31"W	001°01'56"
C144	3053.00'	55.00'	27.50'	55.00'	N04°21'26"W	001°01'56"
C145	3053.00'	55.00'	27.50'	55.00'	N05°23'22"W	001°01'56"

VERDANCIA UNIT ONE SUBDIVISION

BEING ALL OF TRACT 1, 2F, 3D AND 3H, AND A PORTION OF TRACT 2, 3 AND 3B, SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY AND VACATING PORTIONS OF TOWN OF HORIZON CITY RIGHT-OF-WAY, EL PASO COUNTY TEXAS.
CONTAINING 103.068 ACRES ±

SHEET 4 OF 5

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C342	3053.00'	56.81'	28.41'	56.81'	N15°59'15"W	001°03'58"
C343	3053.00'	58.88'	29.44'	58.88'	N17°04'23"W	001°06'18"
C344	3053.00'	58.88'	29.44'	58.88'	N18°10'41"W	001°06'18"
C345	3053.00'	48.28'	24.14'	48.28'	N19°11'01"W	000°54'22"
C346	838.00'	10.42'	5.21'	10.42'	N19°59'34"W	000°42'44"
C347	838.00'	57.88'	28.95'	57.87'	N22°19'40"W	003°57'27"
C348	838.00'	52.98'	26.50'	52.97'	N26°07'03"W	003°37'20"
C349	20.00'	3.03'	1.52'	3.03'	S23°35'00"E	008°41'26"
C350	938.00'	60.47'	30.25'	60.46'	N26°09'12"W	003°41'38"
C351	938.00'	64.79'	32.41'	64.78'	N22°19'40"W	003°57'27"
C352	938.00'	11.66'	5.83'	11.66'	N19°59'34"W	000°42'44"
C353	3153.00'	49.87'	24.93'	49.86'	N19°11'01"W	000°54'22"
C354	3153.00'	60.81'	30.40'	60.81'	N18°10'41"W	001°06'18"
C355	3153.00'	60.81'	30.40'	60.81'	N17°04'23"W	001°06'18"
C356	3153.00'	60.80'	30.40'	60.80'	N15°58'06"W	001°06'18"
C357	3153.00'	75.96'	37.98'	75.96'	N14°43'32"W	001°22'50"
C358	3153.00'	105.27'	52.64'	105.26'	N13°04'44"W	001°54'46"
C359	3153.00'	41.19'	20.60'	41.19'	N11°44'53"W	000°44'55"
C360	3140.06'	62.28'	31.14'	62.28'	N35°54'19"W	001°08'11"
C361	3140.06'	99.58'	49.79'	99.58'	N37°22'56"W	001°49'01"
C362	3140.06'	50.00'	25.00'	50.00'	N38°44'48"W	000°54'45"
C363	3140.06'	50.02'	25.01'	50.01'	N39°39'33"W	000°54'45"
C364	3140.06'	50.04'	25.02'	50.04'	N40°34'19"W	000°54'47"
C365	3140.06'	50.08'	25.04'	50.08'	N41°29'07"W	000°54'50"
C366	3140.06'	123.77'	61.89'	123.76'	N43°04'17"W	002°15'30"
C367	1245.00'	4.93'	2.46'	4.93'	S14°47'23"E	000°13'36"
C368	2473.41'	58.36'	29.18'	58.36'	S46°08'19"W	001°21'07"
C369	2473.41'	59.70'	29.85'	59.70'	S47°30'21"W	001°22'59"
C370	2473.41'	54.65'	27.33'	54.65'	S48°49'49"W	001°15'57"
C371	2473.41'	54.65'	27.33'	54.65'	S50°05'47"W	001°15'58"
C372	2473.41'	54.66'	27.33'	54.66'	S51°21'46"W	001°15'58"
C373	2473.41'	54.66'	27.33'	54.66'	S52°37'43"W	001°15'59"
C374	2473.41'	54.67'	27.33'	54.67'	S53°53'42"W	001°15'59"
C375	2473.41'	54.67'	27.33'	54.67'	S55°09'41"W	001°15'59"
C376	2473.41'	9.29'	4.65'	9.29'	S55°54'08"W	000°12'55"
C377	4817.25'	7.26'	3.63'	7.26'	S56°03'14"W	000°05'11"
C378	4817.25'	52.78'	26.39'	52.78'	S56°24'40"W	000°37'40"
C379	4817.25'	52.78'	26.39'	52.78'	S57°02'20"W	000°37'40"
C380	4817.25'	52.77'	26.39'	52.77'	S57°39'59"W	000°37'40"
C381	4817.25'	52.78'	26.39'	52.78'	S58°17'39"W	000°37'40"
C382	4817.25'	32.54'	16.27'	32.54'	S58°48'06"W	000°23'13"
C383	20.00'	30.89'	19.48'	27.91'	S76°45'51"E	088°28'53"
C384	3140.06'	7.69'	3.84'	7.69'	N3016'22"W	000°08'25"
C385	3140.06'	270.61'	135.39'	270.53'	N32°52'05"W	004°56'16"
C386	3140.06'	70.75'	35.38'	70.75'	N29°35'46"W	001°17'27"
C387	3140.06'	106.15'	53.06'	106.15'	N27°58'56"W	001°56'13"
C388	3140.06'	48.95'	24.48'	48.95'	N26°34'02"W	000°53'36"
C389	3140.06'	48.95'	24.48'	48.95'	N25°40'26"W	000°53'36"
C390	3140.06'	48.95'	24.48'	48.95'	N24°46'50"W	000°53'36"
C391	3140.06'	48.95'	24.48'	48.95'	N23°53'15"W	000°53'36"
C392	3140.06'	48.95'	24.48'	48.95'	N22°59'39"W	000°53'36"
C393	3140.06'	34.05'	17.02'	34.05'	N22°41'33"W	000°37'16"
C394	20.00'	31.13'	19.72'	28.08'	N66°31'19"W	089°11'29"
C395	20.00'	31.69'	20.28'	28.48'	N23°29'14"E	090°47'23"
C396	3255.06'	36.39'	18.19'	36.39'	N22°13'40"W	000°38'26"
C397	3255.06'	50.76'	25.38'	50.76'	N22°59'42"W	000°53'37"
C398	3255.06'	50.76'	25.38'	50.76'	N23°53'18"W	000°53'37"
C399	3255.06'	50.76'	25.38'	50.76'	N24°46'55"W	000°53'37"
C400	3255.06'	50.76'	25.38'	50.76'	N25°40'32"W	000°53'37"
C401	3255.06'	23.10'	11.55'	23.10'	N26°19'32"W	000°24'24"
C402	40.00'	14.93'	7.55'	14.84'	S37°13'21"E	021°23'14"
C403	70.00'	13.55'	6.80'	13.53'	S42°22'08"E	011°05'41"
C404	70.00'	45.64'	23.66'	44.83'	S18°08'38"E	037°21'18"
C405	70.00'	42.96'	22.18'	42.29'	S18°06'50"W	035°09'39"
C406	70.00'	46.04'	23.89'	45.21'	S54°32'06"W	037°40'53"
C407	527.00'	119.84'	60.18'	119.59'	S86°26'18"W	013°01'46"
C408	70.00'	12.09'	6.06'	12.07'	N78°19'19"E	009°53'32"
C409	40.00'	14.75'	7.46'	14.67'	S72°42'02"W	021°08'04"
C410	627.00'	24.59'	12.30'	24.59'	S63°15'25"W	002°14'50"
C411	627.00'	53.19'	26.61'	53.18'	S66°48'40"W	004°51'39"
C412	627.00'	58.25'	29.15'	58.23'	S71°54'11"W	005°19'23"
C413	627.00'	60.56'	30.30'	60.53'	S77°19'53"W	005°32'01"
C414	200.00'	26.06'	13.05'	26.04'	S77°23'03"W	007°27'52"
C415	200.00'	22.50'	11.26'	22.49'	S76°52'31"W	006°26'47"
C416	200.00'	11.06'	5.53'	11.06'	S75°14'13"W	003°10'11"
C417	200.00'	14.99'	7.50'	14.99'	S78°58'09"W	004°17'41"
C418	20.00'	31.76'	20.34'	28.52'	S35°37'37"W	090°58'44"
C419	3180.50'	32.48'	16.24'	32.48'	N10°09'18"W	000°35'07"
C420	3180.50'	542.57'	271.95'	541.91'	S1444°59'E	009°46'27"
C421	965.50'	116.31'	58.22'	116.23'	N23°05'16"W	006°54'07"
C422	965.50'	32.47'	16.24'	32.47'	N27°30'08"W	001°55'37"
C423	20.00'	33.25'	21.92'	29.55'	S78°05'27"E	095°15'00"
C424	20.00'	26.36'	15.49'	24.99'	N18°31'23"E	075°31'21"
C425	20.00'	31.42'	20.00'	28.28'	S77°31'24"E	090°00'00"
C426	473.00'	38.44'	19.23'	38.43'	S30°11'42"E	004°39'25"

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C427	20.00'	31.42'	20.00'	28.28'	S17°08'00"W	090°00'00"
C428	20.00'	45.19'	42.37'	36.17'	N53°08'10"W	129°27'40"
C429	50.00'	23.87'	12.17'	23.64'	N02°04'54"W	027°21'07"
C430	50.00'	38.05'	20.00'	37.14'	N37°33'34"W	043°36'15"
C431	50.00'	35.00'	18.25'	34.29'	N79°25'05"W	040°06'45"
C432	50.00'	35.00'	18.25'	34.29'	S60°28'10"W	040°06'45"
C433	50.00'	35.00'	18.25'	34.29'	S20°21'25"W	040°06'45"
C434	50.00'	39.28'	20.72'	38.28'	S22°12'19"E	045°00'41"
C435	50.00'	19.74'	10.00'	19.61'	S56°01'09"E	022°37'00"
C436	20.00'	45.19'	42.37'	36.17'	S02°35'49"E	129°27'40"
C437	30.00'	47.12'	30.00'	42.43'	N72°52'00"W	090°00'00"
C438	52.00'	39.68'	19.85'	39.67'	N30°11'25"W	004°18'51"
C439	527.00'	38.83'	19.42'	38.82'	N34°17'30"W	004°13'18"
C440	20.00'	31.97'	20.56'	28.67'	N09°23'16"E	091°34'51"
C441	2104.00'	41.59'	20.80'	41.59'	S55°44'40"W	000°19'45"
C442	2104.00'	42.80'	21.40'	42.80'	S56°53'37"W	001°09'56"
C443	20.00'	32.59'	21.21'	29.10'	N14°09'32"E	093°21'52"
C444	527.00'	42.83'	21.43'	42.82'	N30°11'42"W	004°39'25"
C445	20.00'	31.42'	20.00'	28.28'	N72°52'00"W	090°00'00"
C446	20.00'	31.42'	20.00'	28.28'	S17°08'00"W	090°00'00"
C447	20.00'	16.69'	8.87'	16.21'	S51°46'40"W	004°749'21"
C448	50.00'	18.32'	9.26'	18.22'	S65°11'30"E	020°59'42"
C449	50.00'	44.98'	24.14'	43.48'	S28°55'20"E	051°32'39"
C450	50.00'	37.98'	19.96'	37.07'	S18°36'40"W	043°31'21"
C451	50.00'	37.98'	19.96'	37.07'	S62°08'01"W	043°31'21"
C452	50.00'	37.98'	19.96'	37.07'	N74°20'39"W	043°31'21"
C453	50.00'	44.98'	24.14'	43.48'	N26°48'39"W	051°32'39"
C454	50.00'	18.32'	9.26'	18.22'	N09°27'31"E	020°59'41"
C455	20.00'	16.69'	8.87'	16.21'	N03°57'19"W	047°49'21"
C456	20.00'	31.31'	19.89'	28.21'	N72°42'44"W	089°41'28"
C457	527.00'	80.51'	40.33'	80.43'	S66°49'07"W	008°45'10"
C458	527.00'	23.22'	11.61'	23.21'	S72°27'26"W	002°31'27"
C459	30.00'	46.51'	29.39'	41.99'	S29°18'27"W	088°49'25"
C460	2999.00'	36.63'	18.31'	36.63'	N15°27'16"W	000°41'59"
C461	2999.00'	68.53'	34.26'	68.52'	N16°27'32"W	001°18'33"
C462	2999.00'	68.53'	34.26'	68.52'	N17°46'05"W	001°18'33"
C463	2999.00'	63.55'	31.78'	63.55'	N19°01'47"W	001°12'51"
C464	784.00'	18.23'	9.11'	18.23'	N20°18'01"W	001°19'55"
C465	784.00'	92.68'	46.39'	92.62'	N24°21'19"W	006°46'23"
C466	20.00'	33.50'	22.20'	29.72'	S75°43'43"E	095°58'26"
C467	527.00'	18.94'	9.47'	18.94'	N57°18'50"E	002°03'32"
C468	527.00'	22.97'	11.49'	22.97'	N59°35'31"E	002°29'52"
C469	20.00'	31.42'	20.00'	28.28'	S12°28'36"W	090°00'00"
C470	2158.00'	38.53'	19.26'	38.53'	S56°57'54"W	001°01'23"
C471	2158.00'	49.87'	24.93'	49.87'	S55°47'30"W	001°19'26"
C472	2158.00'	49.87'	24.93'	49.87'	S54°28'03"W	001°19'26"
C473	2158.00'	49.87'	24.93'	49.87'	S53°08'37"W	001°19'26"
C474	2158.00'	49.87'	24.93'	49.87'	S51°49'11"W	001°19'26"
C475	2158.00'	49.87'	24.93'	49.87'	S50°29'44"W	001°19'26"
C476	2158.00'	49.87'	24.93'	49.87'	S49°10'18"W	001°19'26"
C477	2158.00'	27.65'	13.83'	27.65'	S48°08'33"W	000°44'03"
C478	30.00'	49.00'	31.93'	43.93'	S85°26'13"W	093°34'31"
C479	3355.67'	78.08'	39.04'	78.08'	N39°18'57"W	001°20'00"
C480	3355.67'	75.67'	37.84'	75.67'	N40°37'42"W	001°17'31"
C481	30.00'	46.70'	29.58'	42.13'	N03°19'31"E	089°11'59"
C482	2373.00'	25.34'	12.67'	25.34'	S48°13'52"W	000°36'42"
C483	2373.00'	53.70'	26.85'	53.70'	S49°11'07"W	001°17'48"
C484	2373.00'	54.84'	27.42'	54.83'	S50°29'44"W	001°19'26"
C485	2373.00'	54.84'	27.42'	54.83'	S51°49'11"W	001°19'26"
C486	2373.00'	54.84'	27.42'	54.83'	S53°08'37"W	

VERDANCIA UNIT ONE SUBDIVISION

BEING ALL OF TRACT 1, 2F, 3D AND 3H, AND A PORTION OF TRACT 2, 3 AND 3B, SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY AND VACATING PORTIONS OF TOWN OF HORIZON CITY RIGHT-OF-WAY, EL PASO COUNTY TEXAS.
CONTAINING 103.068 ACRES ±

SHEET 5 OF 5

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 1	1	5874 sq.ft.
BLOCK 1	2	6198 sq.ft.
BLOCK 1	3	6180 sq.ft.
BLOCK 1	4	6166 sq.ft.
BLOCK 1	5	6214 sq.ft.
BLOCK 1	6	7033 sq.ft.
BLOCK 1	7	7096 sq.ft.
BLOCK 1	8	6512 sq.ft.
BLOCK 1	9	6512 sq.ft.
BLOCK 1	10	6113 sq.ft.
BLOCK 1	11	145535 sq.ft.
BLOCK 1	12	72556 sq.ft.
BLOCK 1	13	47674 sq.ft.
BLOCK 1	14	7652 sq.ft.
BLOCK 1	15	7489 sq.ft.
BLOCK 1	16	7250 sq.ft.
BLOCK 1	17	5536 sq.ft.
BLOCK 1	18	5536 sq.ft.
BLOCK 1	19	5536 sq.ft.
BLOCK 1	20	5663 sq.ft.
BLOCK 1	21	5812 sq.ft.
BLOCK 1	22	5815 sq.ft.
BLOCK 1	23	5809 sq.ft.
BLOCK 1	24	5619 sq.ft.
BLOCK 1	25	5590 sq.ft.
BLOCK 1	26	5590 sq.ft.
BLOCK 1	27	5590 sq.ft.
BLOCK 1	28	5590 sq.ft.
BLOCK 1	29	5590 sq.ft.
BLOCK 1	30	5590 sq.ft.
BLOCK 1	31	5590 sq.ft.
BLOCK 1	32	5590 sq.ft.
BLOCK 1	33	5590 sq.ft.
BLOCK 1	34	5590 sq.ft.
BLOCK 1	35	5590 sq.ft.
BLOCK 1	36	5590 sq.ft.
BLOCK 1	37	5590 sq.ft.
BLOCK 1	38	5590 sq.ft.
BLOCK 1	39	5583 sq.ft.
BLOCK 1	40	1151 sq.ft.
BLOCK 1	41	1309 sq.ft.
BLOCK 1	42	44634 sq.ft.
BLOCK 1	43	1799 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 13	1	7205 sq.ft.
BLOCK 13	2	7926 sq.ft.
BLOCK 13	3	12589 sq.ft.
BLOCK 13	4	7217 sq.ft.
BLOCK 13	5	5839 sq.ft.
BLOCK 13	6	5752 sq.ft.
BLOCK 13	7	5605 sq.ft.
BLOCK 13	8	5590 sq.ft.
BLOCK 13	9	5566 sq.ft.
BLOCK 13	10	7338 sq.ft.
BLOCK 13	11	13343 sq.ft.
BLOCK 13	12	9106 sq.ft.
BLOCK 13	13	5953 sq.ft.
BLOCK 13	14	5520 sq.ft.
BLOCK 13	15	5520 sq.ft.
BLOCK 13	16	5613 sq.ft.
BLOCK 13	17	6720 sq.ft.
BLOCK 13	18	12420 sq.ft.
BLOCK 13	19	9489 sq.ft.
BLOCK 13	20	5989 sq.ft.
BLOCK 13	21	5881 sq.ft.
BLOCK 13	22	5881 sq.ft.
BLOCK 13	23	5881 sq.ft.
BLOCK 13	24	5905 sq.ft.
BLOCK 13	25	1225 sq.ft.
BLOCK 13	26	1317 sq.ft.
BLOCK 13	27	10671 sq.ft.
BLOCK 13	28	3313 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 15	1	3223 sq.ft.
BLOCK 15	2	12549 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 16	1	9031 sq.ft.
BLOCK 16	2	1256 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 17	1	1646 sq.ft.
BLOCK 17	2	27854 sq.ft.
BLOCK 17	3	1278 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 2	1	6405 sq.ft.
BLOCK 2	2	6418 sq.ft.
BLOCK 2	3	6590 sq.ft.
BLOCK 2	4	6800 sq.ft.
BLOCK 2	5	6719 sq.ft.
BLOCK 2	6	6921 sq.ft.
BLOCK 2	7	5565 sq.ft.
BLOCK 2	8	5565 sq.ft.
BLOCK 2	9	5565 sq.ft.
BLOCK 2	10	5565 sq.ft.
BLOCK 2	11	7526 sq.ft.
BLOCK 2	12	77996 sq.ft.
BLOCK 2	13	6958 sq.ft.
BLOCK 2	14	7605 sq.ft.
BLOCK 2	15	12257 sq.ft.
BLOCK 2	16	9745 sq.ft.
BLOCK 2	17	9594 sq.ft.
BLOCK 2	18	6274 sq.ft.
BLOCK 2	19	5889 sq.ft.
BLOCK 2	20	5832 sq.ft.
BLOCK 2	21	5729 sq.ft.
BLOCK 2	22	6199 sq.ft.
BLOCK 2	23	7974 sq.ft.
BLOCK 2	24	6710 sq.ft.
BLOCK 2	25	5526 sq.ft.
BLOCK 2	26	5525 sq.ft.
BLOCK 2	27	5801 sq.ft.
BLOCK 2	28	5518 sq.ft.
BLOCK 2	29	5523 sq.ft.
BLOCK 2	30	6946 sq.ft.
BLOCK 2	31	6513 sq.ft.
BLOCK 2	32	6710 sq.ft.
BLOCK 2	33	6009 sq.ft.
BLOCK 2	34	6952 sq.ft.
BLOCK 2	35	5606 sq.ft.
BLOCK 2	36	5603 sq.ft.
BLOCK 2	37	5603 sq.ft.
BLOCK 2	38	5604 sq.ft.
BLOCK 2	39	5604 sq.ft.
BLOCK 2	40	7006 sq.ft.
BLOCK 2	41	7006 sq.ft.
BLOCK 2	42	7006 sq.ft.
BLOCK 2	43	7358 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 14	1	7612 sq.ft.
BLOCK 14	2	6591 sq.ft.
BLOCK 14	3	6693 sq.ft.
BLOCK 14	4	6552 sq.ft.
BLOCK 14	5	6480 sq.ft.
BLOCK 14	6	6889 sq.ft.
BLOCK 14	7	6773 sq.ft.
BLOCK 14	8	5724 sq.ft.
BLOCK 14	9	5734 sq.ft.
BLOCK 14	10	5694 sq.ft.
BLOCK 14	11	5603 sq.ft.
BLOCK 14	12	5592 sq.ft.
BLOCK 14	13	5660 sq.ft.
BLOCK 14	14	5679 sq.ft.
BLOCK 14	15	7769 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 12	1	5645 sq.ft.
BLOCK 12	2	6516 sq.ft.
BLOCK 12	3	10931 sq.ft.
BLOCK 12	4	10928 sq.ft.
BLOCK 12	5	5934 sq.ft.
BLOCK 12	6	5907 sq.ft.
BLOCK 12	7	5680 sq.ft.
BLOCK 12	8	1225 sq.ft.
BLOCK 12	9	1317 sq.ft.
BLOCK 12	10	8442 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 18	1	1149 sq.ft.
BLOCK 18	2	15076 sq.ft.
BLOCK 18	3	1173 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 19	1	1250 sq.ft.
BLOCK 19	2	8899 sq.ft.
BLOCK 19	3	1477 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 20	1	1239 sq.ft.
BLOCK 20	2	11744 sq.ft.
BLOCK 20	3	1884 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 3	1	5746 sq.ft.
BLOCK 3	2	5764 sq.ft.
BLOCK 3	3	6191 sq.ft.
BLOCK 3	4	5763 sq.ft.
BLOCK 3	5	5763 sq.ft.
BLOCK 3	6	6454 sq.ft.
BLOCK 3	7	6353 sq.ft.
BLOCK 3	8	6205 sq.ft.
BLOCK 3	9	6196 sq.ft.
BLOCK 3	10	6635 sq.ft.
BLOCK 3	11	6015 sq.ft.
BLOCK 3	12	6196 sq.ft.
BLOCK 3	13	6196 sq.ft.
BLOCK 3	14	6459 sq.ft.
BLOCK 3	15	6454 sq.ft.
BLOCK 3	16	6050 sq.ft.
BLOCK 3	17	6050 sq.ft.
BLOCK 3	18	6338 sq.ft.
BLOCK 3	19	6106 sq.ft.
BLOCK 3	20	5945 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 4	1	6787 sq.ft.
BLOCK 4	2	6518 sq.ft.
BLOCK 4	3	6247 sq.ft.
BLOCK 4	4	6036 sq.ft.
BLOCK 4	5	5885 sq.ft.
BLOCK 4	6	5793 sq.ft.
BLOCK 4	7	6164 sq.ft.
BLOCK 4	8	6250 sq.ft.
BLOCK 4	9	6250 sq.ft.
BLOCK 4	10	6250 sq.ft.
BLOCK 4	11	6250 sq.ft.
BLOCK 4	12	6155 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 11	1	5653 sq.ft.
BLOCK 11	2	5736 sq.ft.
BLOCK 11	3	5706 sq.ft.
BLOCK 11	4	5705 sq.ft.
BLOCK 11	5	5704 sq.ft.
BLOCK 11	6	5710 sq.ft.
BLOCK 11	7	5760 sq.ft.
BLOCK 11	8	5866 sq.ft.
BLOCK 11	9	5921 sq.ft.
BLOCK 11	10	5598 sq.ft.
BLOCK 11	11	7787 sq.ft.
BLOCK 11	12	10008 sq.ft.
BLOCK 11	13	6053 sq.ft.
BLOCK 11	14	6851 sq.ft.
BLOCK 11	15	5500 sq.ft.
BLOCK 11	16	5512 sq.ft.
BLOCK 11	17	1153 sq.ft.
BLOCK 11	18	1292 sq.ft.
BLOCK 11	19	9350 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 7	1	6066 sq.ft.
BLOCK 7	2	6151 sq.ft.
BLOCK 7	3	6460 sq.ft.
BLOCK 7	4	6151 sq.ft.
BLOCK 7	5	6151 sq.ft.
BLOCK 7	6	6066 sq.ft.
BLOCK 7	7	5512 sq.ft.
BLOCK 7	8	6487 sq.ft.
BLOCK 7	9	11249 sq.ft.
BLOCK 7	10	7365 sq.ft.
BLOCK 7	11	11689 sq.ft.
BLOCK 7	12	9134 sq.ft.
BLOCK 7	13	6444 sq.ft.
BLOCK 7	14	5990 sq.ft.
BLOCK 7	15	5545 sq.ft.
BLOCK 7	16	5552 sq.ft.
BLOCK 7	17	5552 sq.ft.
BLOCK 7	18	5552 sq.ft.
BLOCK 7	19	5552 sq.ft.
BLOCK 7	20	9981 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 5	1	6192 sq.ft.
BLOCK 5	2	5806 sq.ft.
BLOCK 5	3	5777 sq.ft.
BLOCK 5	4	5806 sq.ft.
BLOCK 5	5	6737 sq.ft.
BLOCK 5	6	6374 sq.ft.
BLOCK 5	7	5770 sq.ft.
BLOCK 5	8	5851 sq.ft.
BLOCK 5	9	5789 sq.ft.
BLOCK 5	10	5741 sq.ft.
BLOCK 5	11	6015 sq.ft.
BLOCK 5	12	5503 sq.ft.
BLOCK 5	13	5503 sq.ft.
BLOCK 5	14	5503 sq.ft.
BLOCK 5	15	5503 sq.ft.
BLOCK 5	16	10789 sq.ft.
BLOCK 5	17	6164 sq.ft.
BLOCK 5	18	6250 sq.ft.
BLOCK 5	19	6250 sq.ft.
BLOCK 5	20	6250 sq.ft.
BLOCK 5	21	6250 sq.ft.
BLOCK 5	22	6164 sq.ft.
BLOCK 5	23	5520 sq.ft.
BLOCK 5	24	5520 sq.ft.
BLOCK 5	25	5520 sq.ft.
BLOCK 5	26	5520 sq.ft.
BLOCK 5	27	7818 sq.ft.
BLOCK 5	28	5704 sq.ft.
BLOCK 5	29	10464 sq.ft.
BLOCK 5	30	8883 sq.ft.
BLOCK 5	31	9768 sq.ft.
BLOCK 5	32	7669 sq.ft.
BLOCK 5	33	6671 sq.ft.
BLOCK 5	34	10398 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 10	1	5986 sq.ft.
BLOCK 10	2	6363 sq.ft.
BLOCK 10	3	5935 sq.ft.
BLOCK 10	4	5906 sq.ft.
BLOCK 10	5	5906 sq.ft.
BLOCK 10	6	5906 sq.ft.
BLOCK 10	7	5906 sq.ft.
BLOCK 10	8	5906 sq.ft.
BLOCK 10	9	5906 sq.ft.
BLOCK 10	10	6199 sq.ft.
BLOCK 10	11	6011 sq.ft.
BLOCK 10	12	5617 sq.ft.
BLOCK 10	13	5617 sq.ft.
BLOCK 10	14	5617 sq.ft.
BLOCK 10	15	5617 sq.ft.
BLOCK 10	16	5617 sq.ft.
BLOCK 10	17	5617 sq.ft.
BLOCK 10	18	5600 sq.ft.
BLOCK 10	19	5554 sq.ft.
BLOCK 10	20	5744 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 8	1	5893 sq.ft.
BLOCK 8	2	5815 sq.ft.
BLOCK 8	3	5577 sq.ft.
BLOCK 8	4	5815 sq.ft.
BLOCK 8	5	5815 sq.ft.
BLOCK 8	6	5729 sq.ft.
BLOCK 8	7	8914 sq.ft.
BLOCK 8	8	6923 sq.ft.
BLOCK 8	9	11707 sq.ft.
BLOCK 8	10	8022 sq.ft.
BLOCK 8	11	13594 sq.ft.
BLOCK 8	12	7084 sq.ft.
BLOCK 8	13	8019 sq.ft.
BLOCK 8	14	6550 sq.ft.
BLOCK 8	15	6920 sq.ft.
BLOCK 8	16	6917 sq.ft.
BLOCK 8	17	7311 sq.ft.
BLOCK 8	18	6649 sq.ft.
BLOCK 8	19	5776 sq.ft.
BLOCK 8	20	5653 sq.ft.
BLOCK 8	21	5649 sq.ft.
BLOCK 8	22	5649 sq.ft.
BLOCK 8	23	5649 sq.ft.
BLOCK 8	24	5649 sq.ft.
BLOCK 8	25	5850 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 6	1	5603 sq.ft.
BLOCK 6	2	5910 sq.ft.
BLOCK 6	3	5935 sq.ft.
BLOCK 6	4	5806 sq.ft.
BLOCK 6	5	5892 sq.ft.
BLOCK 6	6	5828 sq.ft.
BLOCK 6	7	5778 sq.ft.
BLOCK 6	8	5784 sq.ft.
BLOCK 6	9	5771 sq.ft.
BLOCK 6	10	5764 sq.ft.
BLOCK 6	11	5755 sq.ft.
BLOCK 6	12	5744 sq.ft.
BLOCK 6	13	5731 sq.ft.
BLOCK 6	14	5717 sq.ft.
BLOCK 6	15	5659 sq.ft.
BLOCK 6	16	10789 sq.ft.
BLOCK 6	17	12773 sq.ft.
BLOCK 6	18	5544 sq.ft.
BLOCK 6	19	5742 sq.ft.
BLOCK 6	20	5736 sq.ft.
BLOCK 6	21	5604 sq.ft.
BLOCK 6	22	7603 sq.ft.
BLOCK 6	23	10940 sq.ft.
BLOCK 6	24	6



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: May 13, 2025

To: Honorable Mayor and Members of City Council

From: Art Rubio, Chief Planner

SUBJECT: On the **Preliminary Subdivision Plat** application for **Verdancia Unit 2 (Case No. SDP25-0002)**, legally described as Being A Portion Of Section 32, Block 78, Township 3, Texas And Pacific Railway Company Surveys, El Paso County, Texas. Containing 69.31 acres \pm . Application submitted by Applicant/Representative: CEA Group.

On April 21, 2025, the Planning & Zoning Commission unanimously recommended approval of the Verdancia Unit 2 Subdivision Preliminary Plat.

The application meets all minimum requirements of a preliminary subdivision plat and staff recommends approval of the Verdancia Unit 2 Subdivision Plat.

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



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

Case No.: **SDP25-0002 Verdancia Unit 2 Preliminary**

Application Type: **Preliminary Subdivision Plat Application**
P&Z Hearing Date: April 21, 2025
Staff Contact: Art Rubio, Chief Planner
 915-852-1046, Ext. 407; arubio@horizoncity.org

Address/Location: East of Eastlake Blvd & North of horizon Blvd.

Property ID Nos.:

Legal Description: Being A Portion Of Section 32, Block 78, Township 3, Texas And Pacific Railway Company Surveys, El Paso County, Texas. Containing 69.31 Acres ±

Property Owner: Hunt Horizon Crossing, LLC

Applicant/Rep.: CEA Group, Jorge Grajeda

Nearest Park: Horizon Mesa Park

Nearest School: Horizon High School and Horizon Middle School

SURROUNDING PROPERTIES:		
	Zoning	Land Use
N	Vacant	Vacant
E	PUD (Planned Unit Development)	Residential
S	Vacant	Vacant
W	C-2	School
LAND USE AND ZONING:		
	Existing	Proposed
Land Use	Vacant	Residential Subdivision
Zoning	R-3 Residential	R-3 Residential

Application Description:

Preliminary Subdivision:

The proposed preliminary residential subdivision includes 210 lots for single-family residential development, 1 commercial lot, 2 pond areas, 2 Public Parks, 1 Amenity Site, the smallest lot measuring approximately 5,376 sq. ft. and the largest lot measuring approximately 17,539 sq. ft. Internal 54 ft. residential sub-collector streets, a 68' feet residential collector street, a 64' feet velvet ash street residential collector, and a 78' velvet ash street residential collector.

Cumulative Parkland Dedication:

Verdancia Unit 2 requires .76-acres of parkland dedication and \$29,600.00 in park fees based on Horizon City's Cumulative parkland dedication and fee requirements. The applicant is proposing to satisfy the requirement through the dedication of 3.46-acres of parkland. The proposed dedication consists of 2 parks, a 1.11-acre on the north part of the subdivision and a 1.58-acre to the south of the subdivision.

Staff Recommendation:

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

Planning Division Comments:

1. Plat note states there are covenants, please submit the covenants.
2. Lot 1, Block 8 is below the minimum required of 5,500 sqft. It is at 5,376 sqft.
3. Is Lot 49, Block 8, commercial site proposing to drain to residential pond?

Town Engineer Comments:

1. Sec. 4.2.2.5: Provide features pertinent to subdivision such as any existing utilities with the size of sewer or water mains on Eastlake Boulevard or other connection points.
2. Sec. 4.2.2.9: Provide certification from utility and/or service agencies indicating their satisfaction with the location and extent of utility easements. The certification must also state whether utility services will be sufficient to serve the subdivision. If these certifications are not submitted with the preliminary plat, the City may forward the plat and a comment sheet to the agencies to request service information and easement location comments. A fee will be assessed to cover the associated cost.
3. Add existing utilities to legend.
4. Provide legal description of property south of Block 2.

El Paso 9-1-1 District Comments:

No Comments

TxDOT Comments:

No Comments

El Paso Electric Company:

Along Eastlake Dr, please change the Utility Easement to 12' wide the same as Unit 1. Also please continue the Utility Easement to the crossing of Velvet Ash St and Eastlake

Texas Gas Service:

In reference to Verdancia Unit 2, 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 Morgans Pipelines and Facilities.

Clint ISD:

Clint ISD takes no exception to the information presented.

El Paso Central Appraisal District (EPCAD):

No Comments

HRMUD:

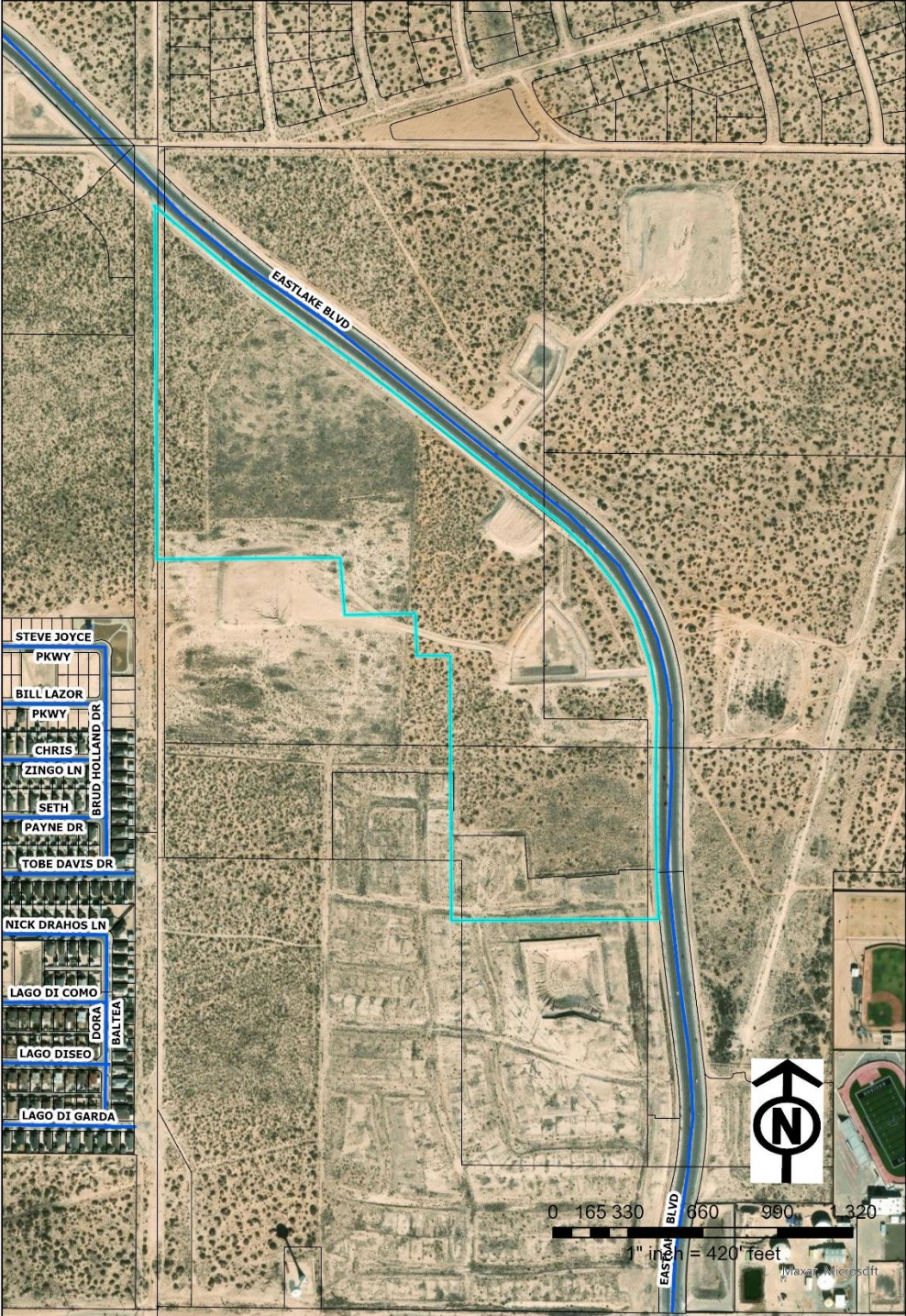
No Comments

Attachments:

- 1 – Aerial**
- 2 – Zoning Designation Map**
- 3 – Location Map**
- 4 – Preliminary Plat**
- 5 – Existing and Proposed Right-of-Way Cross Section and Cul-De-Sacs**
- 6 – Modification Request**
- 7 – Application**

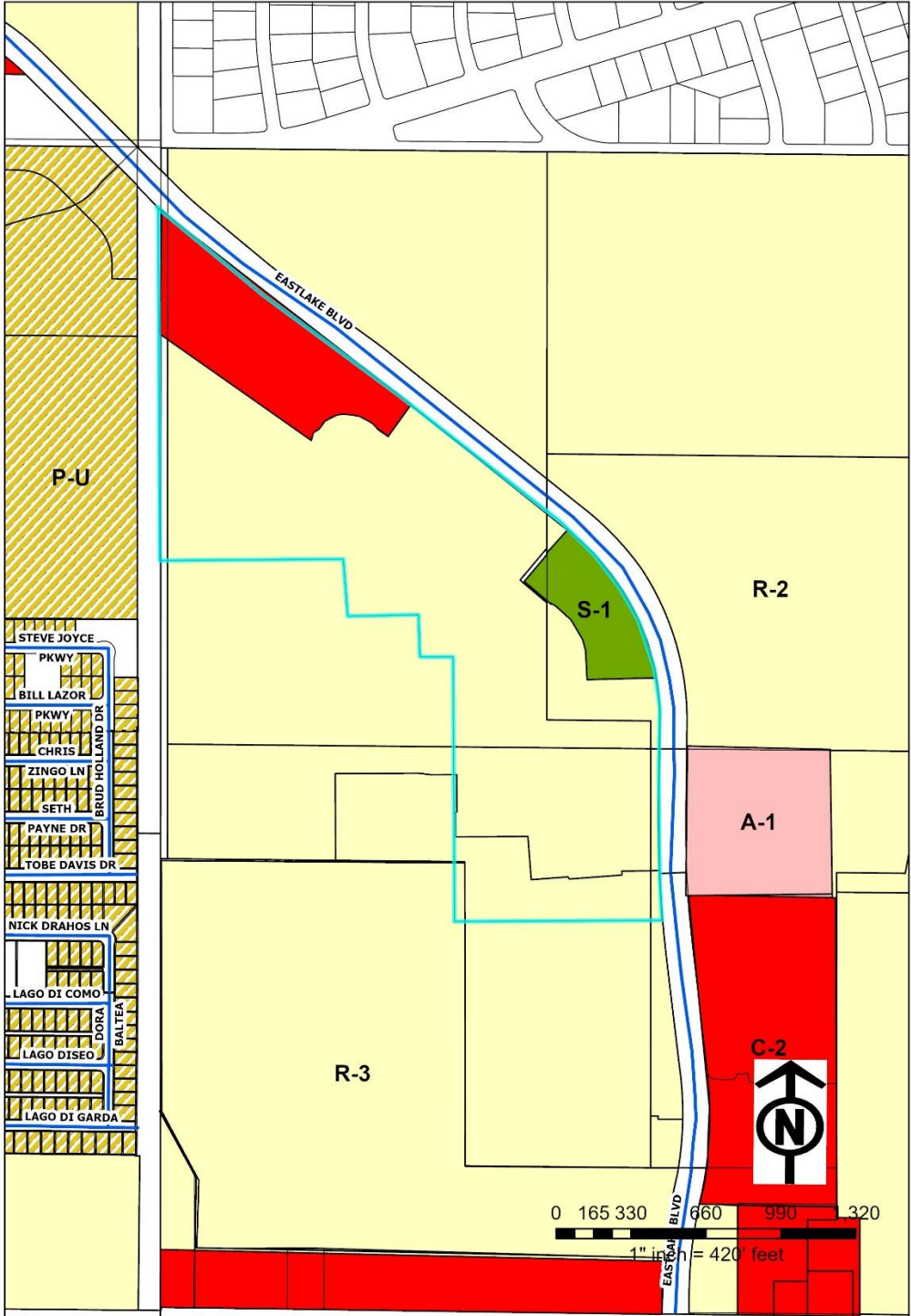
Attachment 1: Aerial Map

**Planning & Zoning Commission
Verdancia Unit 2 Preliminary Plat
Case No. SUC25-0002**

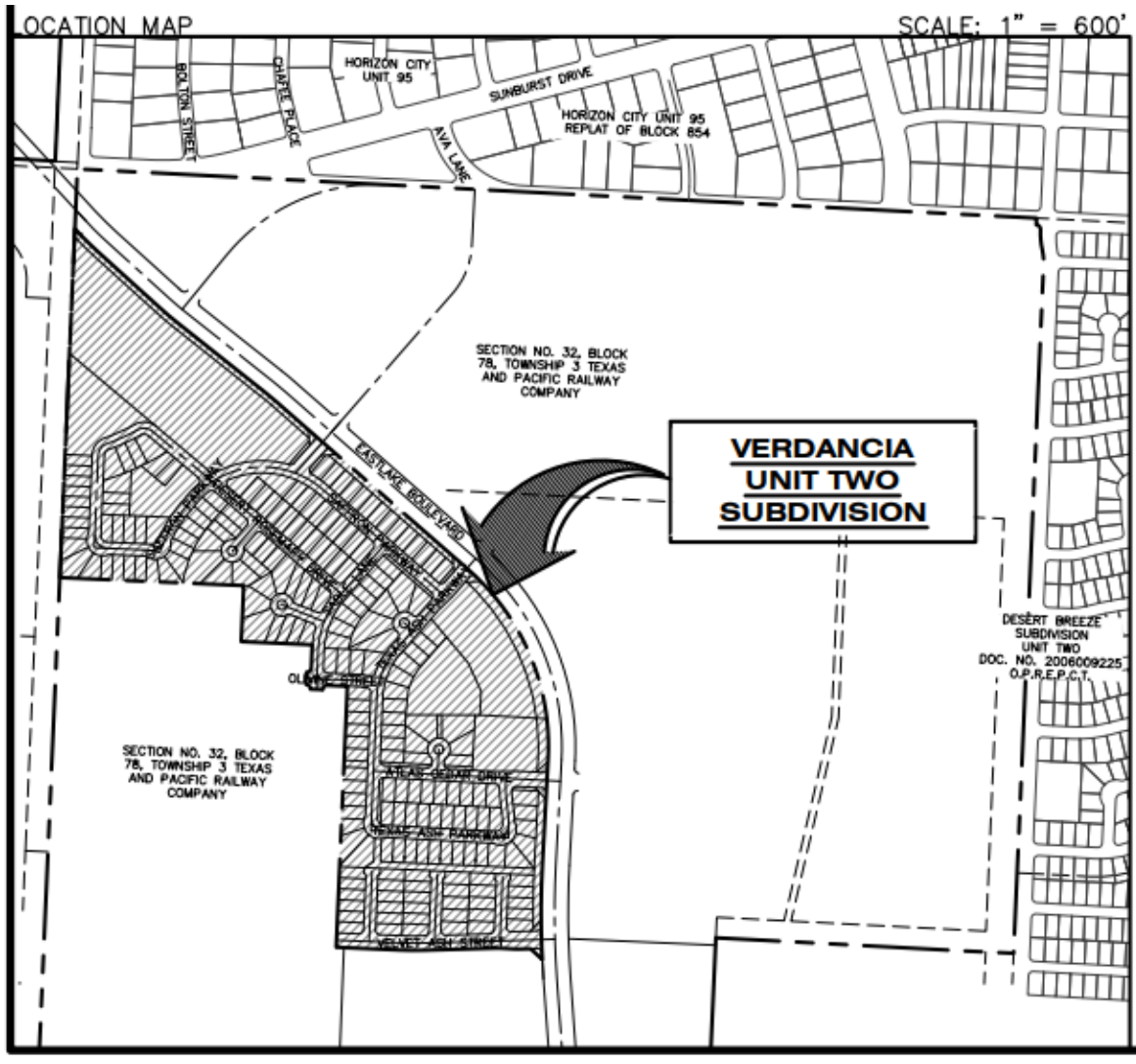


Attachment 2: Zoning Designation Map

Planning & Zoning Commission
Verdancia Unit 2 Preliminary Plat
Case No. SUC25-0002



Attachment 3: Location Map

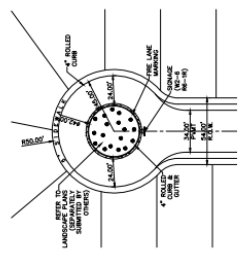
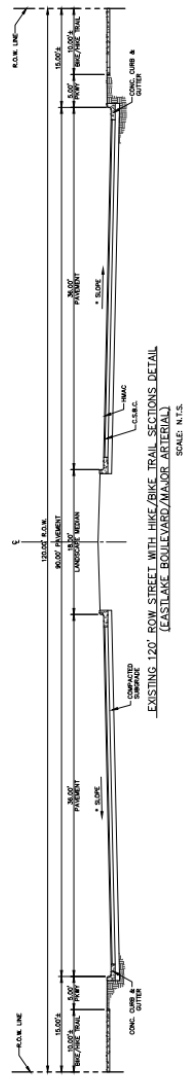
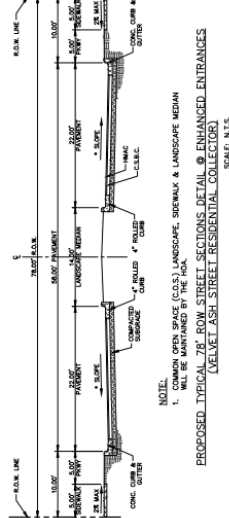
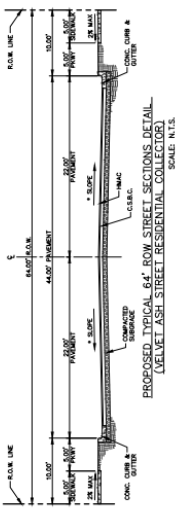
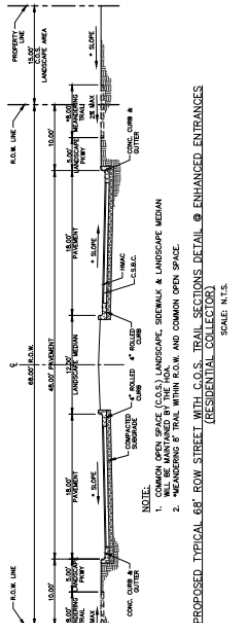
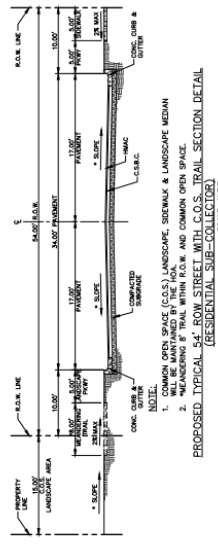


Attachment 5: Existing and Proposed Right-of-Way Cross Section and Cul-De-Sacs

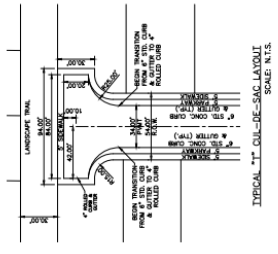
**VERDANCIA UNIT TWO
SUBDIVISION**

BEING A PORTION OF SECTION 32, BLOCK 78, TOWNSHIP
3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS,
EL PASO COUNTY, TEXAS
CONTAINING 69.31 ACRES ±

SHEET 4 OF 4



NOTES:
1. CUL-DE-SAC IS UNDESIGNED TO BE MAINTAINED BY HOA.
TYPICAL CUL-DE-SAC LAYOUT
SCALE: N.T.S.



DATE OF PREPARATION: MARCH, 2025

Attachment 6: Modification Request



Uptown centre
813 N. Kansas St., Ste. 300
El Paso, TX 79902
915.544.5232
www.ceagroup.net

March 25, 2025

Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

Attention: Mr. Art Rubio,
Chief Planner

Reference: Verdancia Unit Two Subdivision – Modification Request Letter

Dear Mr. Rubio:

Hunt Communities, GP, LLC is requesting the following modifications from the Town of Horizon City Subdivision Regulations.

1. Modification from a 52-ft residential sub-collector street right-of-way to a 54-ft street right-of-way at all local residential sub-collector streets. The 54-ft street right-of-way will consist of two 5-ft parkways, two 5-ft wide concrete sidewalks and a 34-ft wide pavement structure with curb & gutter.
2. Modification to use a 54-ft street right-of-way with meandering trails at all local residential sub-collector streets abutting common open space lots. The 54-ft street right-of-way will consist of two 5-ft parkways, 34-ft wide pavement structure with curb & gutter and two 8-ft wide meandering trails. The 8-ft trails will meander within the street right-of-way parkway area and the adjacent 15-ft common open space landscape lot. This will provide a visually appealing and safe walking trail along this corridor. Landscape areas will be maintained by the HOA.
3. Modification to use a 68-ft residential collector at enhanced neighborhood entrances. The 68-foot street right-of-way will consist of two 5-ft parkways, two 5-ft wide concrete sidewalks, two 18-ft wide pavement structures and a 12-ft raised landscape median with curbs & gutter. Landscape areas will be maintained by the HOA.
4. Modification to use a 68-ft street right-of-way with meandering trails at all local residential sub-collector streets at enhanced neighborhood entrances abutting common open space lots. The 68-ft street right-of-way will consist of two 5-ft parkways, 36-ft wide pavement structure with curb & gutter, a 12-ft raised landscape median and two 8-ft wide meandering trails. The 8-ft trails will meander within the street right-of-way parkway area and the adjacent 15-ft common open space landscape lot. This will provide a visually appealing and safe walking trail along this corridor. Landscape areas will be maintained by the HOA.
5. Modification to use a 64-ft street right-of-way residential collector at Velvet Ash St. which consist of two 5-ft parkways, two 5-ft wide concrete sidewalks and a 44-ft wide pavement structure with curb & gutter.
6. Modification to use a 78-ft street right-of-way residential collector at the enhanced neighborhood entrance on Velvet Ash and Eastlake Blvd. intersection. The 78-foot street will consist of two 5-ft parkways, two 5-ft wide concrete sidewalks, two 22-ft wide pavement structures and a 14-ft raised landscape median with curbs & gutter. Landscape areas will be maintained by the HOA.

PUBLIC INFRASTRUCTURE.PRIVATE DEVELOPMENT.



Mr. Art Rubio, Chief Planner
Verdancia Unit Two - Modification Request-Revised
March 25, 2025

7. Modification to use 50-foot radius Cul-de-Sac streets with interior landscape islands and outside travel lane roadway width of 24-feet. The proposed cul-de-sac and landscape islands will enhance the neighborhood character, reduce the impervious surface, aid to eliminate typical cul-de-sac "stack" parking and maintain adequate room for emergency vehicle turning movement. Landscape areas will be maintained by the HOA.
8. Modification to use "T" Cul-de-Sac access streets on Kidneywood Place, Snakeweed Place and Youpon Place. The proposed "T" Cul-de-Sac will consist of a 54-foot right-of-way within the straight segment with 34-ft pavement width, two 5-ft parkways and two 5-ft wide concrete sidewalks. The "T" hammer head section will consist of a 94-ft width right-of-way, with an 84-ft wide pavement section and 5-ft sidewalks on each end. The length of these "T" Cul-de-Sacs will vary between 285-ft to 311-ft from center of intersecting street to center of "T" Cul-de-Sac.

The proposed "T" Cul-de-Sacs will enhance the neighborhood character by allowing visibility and pedestrian access to the proposed 30-ft access landscape trail adjacent and abutting these. In addition to, the proposed layout allows room for emergency vehicle turning movement. The use of "T" Cul-de-Sacs have been an accepted means of street access within the El Paso County region.

On behalf of the developer and CEA Group, we thank you in advance for your prompt attention to this issue and look forward to a favorable consideration to our modifications request. If you have any questions, please do not hesitate to call me at (915) 544-5232 or email jgrajeda@ceagroup.net.

Sincerely,
CEA Group



Jorge Grajeda, P.E.
Project Manager

I-2090-029-verdanciaunitwosubd_thc modificationrequest.ar.25march.2025
JG/jg

Attachment: Preliminary Plat

cc: Jose Lares, P.E., Hunt Communities, LLC.

PUBLIC INFRASTRUCTURE. PRIVATE DEVELOPMENT.

Attachment 7: 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

SDP25-0002	SUBDIVISION (PRELIMINARY)
SITE ADDRESS: 0 UNKNOWN HORIZON CITY	ISSUED:
PRIMARY PARCEL: X57800033205010	EXPIRES:
PROJECT NAME: VERDANCIA UNIT 2 PRELIMINARY	

APPLICANT: Grajeda, Jorge
813 N. Kansas St.
El Paso, TX 79902
915-544-5232

OWNER: Nelda Rodriguez
601 N MESA ST STE 1900
EL PASO, TX 79901

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 Development
Number of Units:	216
Acreage:	69.31
If single-family or duplex development is proposed: enter the average floor area of houses	1800
Are special improvements proposed in connection with the development?	No
Is a modification of any portion of the subdivision ordinance proposed?	Yes
If answer is "Yes", please explain the nature of the modification or enter N/A	See attached modification request letter for modifications for proposed street sections.
What type of landscaping is proposed?	Medians
If answered "Other", please describe the landscaping type proposed or enter N/A	Medians, Common Open Space
Remarks and/or explanation of special circumstances	N/A
Will plat be recorded prior to subdivision improvements being completed & approved?	N/A
If answered "Yes" to plat recorded before completion of subdivision improvements, have Required Guarantee OR Improvement Cost Estimates & Construction Agreement been submitted?	Not Applicable
Will any Restrictions and Covenants be recorded with plat?	Yes, if yes please attach copy
If the project will have improvements dedicated to the City, have the plans been approved?	N



Town of Horizon City, TX
Town of Horizon City Hall

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

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)

N/A. Plans to be submitted soon.

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

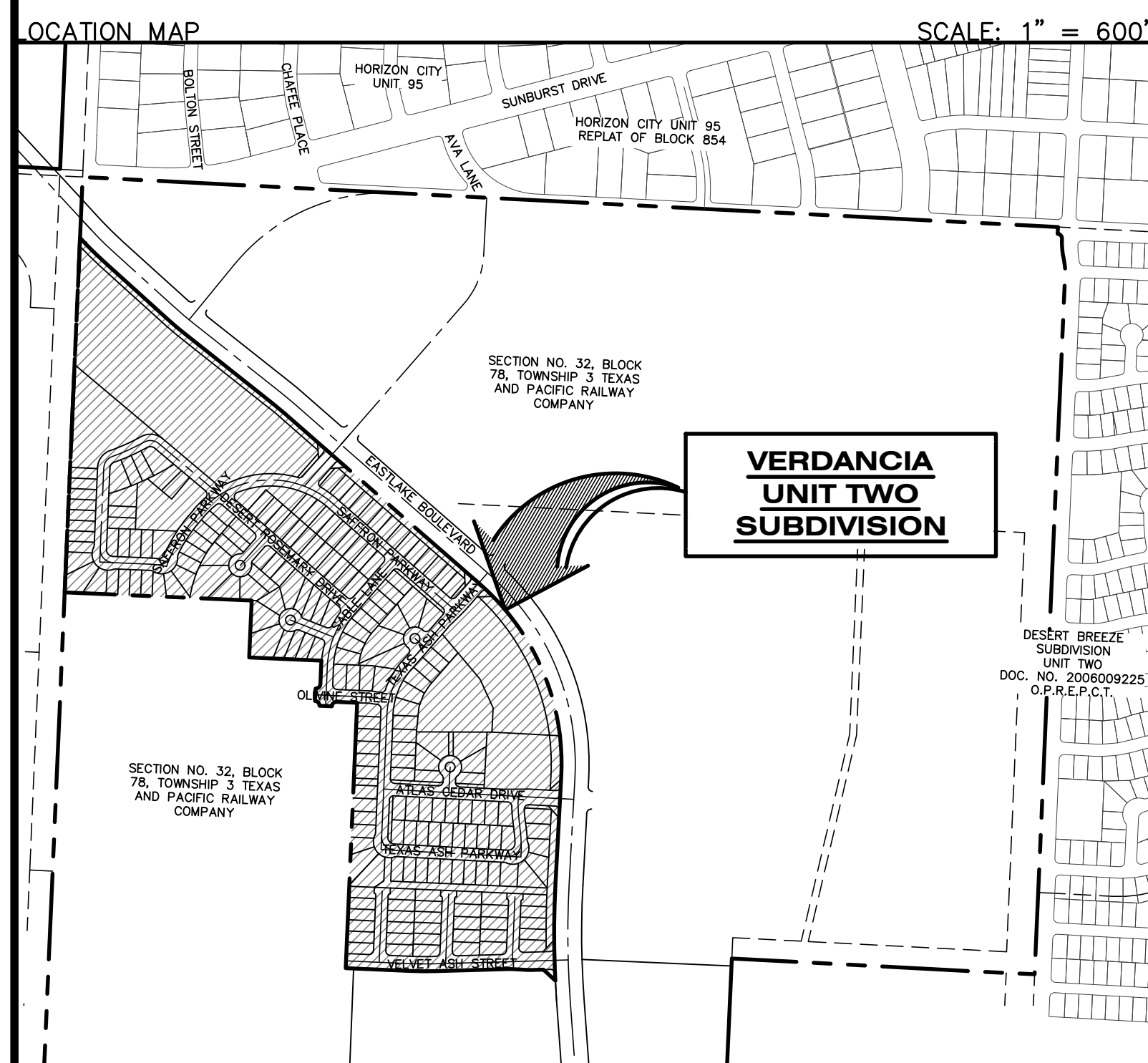
PLAT NOTES AND RESTRICTIONS

- ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011) (EPOCH 2010.00).
- THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENT LOCATIONS.
- THIS SUBDIVISION IS LOCATED WITHIN A FLOOD ZONE "X". AREAS DETERMINED TO BE OUTSIDE 500 YEAR AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL-CHANCE FLOOD EVENT GENERALLY USING APPROXIMATE METHODOLOGIES. FLOOD PLAN - PANEL No. 480212 02508, DATED SEPTEMBER 4, 1991.
- TAX CERTIFICATE(S) FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
DOCUMENT No. _____ DATE _____.
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
DOCUMENT No. _____ DATE _____.
- THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO VERDANCIA UNIT TWO 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 FROM EXISTING FACILITIES LOCATED ON PASO DEL ESTE BOULEVARD AND WILL BE CONSTRUCTED TO SERVE THE SUBDIVISION WITHIN TWO (2) YEARS OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE HRMUD DISTRICT WATER AND SANITARY SEWER SYSTEM, PURSUANT TO RULES AND REGULATIONS OF THE DISTRICT, AND HRMUD, AND OTHER APPLICABLE STATE AND LOCAL RULES AND REGULATIONS.
- LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS.
- HUNT HORIZON CROSSING, LLC, SHALL OBTAIN A PERMIT FROM THE COUNTY PUBLIC WORKS DEPARTMENT PRIOR TO CUTTING ANY EXISTING COUNTY ROADS FOR INSTALLATION OF UTILITIES, CONSTRUCTION OF DRIVEWAYS, OR ANY OTHER PURPOSE.
- HUNT HORIZON CROSSING, LLC, HAS PROVIDED ADEQUATE STORM RUNOFF AND PONDING PROVISIONS PRIOR TO SALE OF ANY PROPERTY.
- HUNT HORIZON CROSSING, LLC, THE SUBDIVIDER OF VERDANCIA UNIT TWO HAS INSTALLED ALL UTILITY SERVICE LINES TO THE PROPERTY LINES, UNLESS OTHERWISE APPROVED IN WRITING.
- ROADS WILL NOT BE MAINTAINED BY THE TOWN OF HORIZON CITY UNTIL PAID BY HUNT HORIZON CROSSING, LLC, AND LEGALLY APPROVED AND ACCEPTED.
- IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 232.025(6), IT IS HEREBY EXPRESSED THAT ALL PURCHASE CONTRACTS MADE BETWEEN HUNT HORIZON CROSSING, LLC, AND A PURCHASER OF LAND IN THIS SUBDIVISION WILL CONTAIN A STATEMENT DESCRIBING WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THIS SUBDIVISION.
- POSTAL SERVICE WITHIN THE SUBDIVISION WILL BE PROVIDED USING NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
- ALL PUBLIC STORMWATER INFRASTRUCTURE, DRAINAGE EASEMENT AND PUBLIC PONDING AREA TO BE MAINTAINED AND OPERATED BY THE TOWN OF HORIZON CITY.
- LOT 49, BLOCK 7, SHALL BE FOR COMMERCIAL USE ONLY.
- LOT 21, BLOCK 3, SHALL BE FOR AN AMENITY SITE USE ONLY.
- LOT OWNERS ARE RESPONSIBLE FOR MAINTAINING SIDEWALKS, PARKWAYS AND DRIVEWAYS ABUTTING THEIR PROPERTY, INCLUDING DOUBLE FRONTAGE LOTS.
- LOT OWNER FOR LOT 49, BLOCK 7 AND LOT 21, BLOCK 3 SHALL OBTAIN APPROVAL FROM THE TOWN OF HORIZON CITY PRIOR TO COMMERCIAL OR AMENITY SITE LOT DEVELOPMENT. GRADING & DRAINAGE PLANS PREPARED BY A TEXAS LICENSED ENGINEER IS REQUIRED FOR EACH INDIVIDUAL LOT TO BE SUBMITTED FOR REVIEW & APPROVAL BY THE TOWN OF HORIZON CITY.
- PUBLIC PARKS ARE TO BE MAINTAIN BY THE TOWN OF HORIZON CITY.
- LANDSCAPE EASEMENTS AT EYEBROWS AND CUL-DE-SACS ARE TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA).
- LANDSCAPE EASEMENTS WITHIN LOT 20, BLOCK 3 AND LOT 21, BLOCK 3 ARE TO BE MAINTAINED BY THE LOT OWNER.
- LANDSCAPE COMMON OPEN SPACE (C.O.S.) (BLOCK 1: LOT 34, LOT 35, LOT 36, LOT 37, BLOCK 2: LOT 20, BLOCK 3: LOT 12, LOT 23, LOT 24, LOT 25, LOT 26, BLOCK 4: LOT 18, BLOCK 5: LOT 15, LOT 16, LOT 17, LOT 18, LOT 19, BLOCK 6: LOT 22, BLOCK 7: LOT 50, LOT 51, LOT 52) ARE TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA).
- REFER TO THE TOWN OF HORIZON CITY CODE OF ORDINANCES CHAPTER 14 OPEN SPACE REGULATIONS IN EFFECT.
- NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH RESIDENTIAL LOT.
- THE BUILDER WILL CONSTRUCT A 5' WIDE CONCRETE SIDEWALK AS PART OF THE CONSTRUCTION OF VERDANCIA UNIT TWO. THESE SIDEWALKS ARE LOCATED ALONG THE FRONT, REAR, AND SIDES OF EACH LOT WHERE THE LOT ABUTS A PUBLIC DEDICATED ROAD, UNLESS OTHERWISE NOTED ON THE SUBDIVISION IMPROVEMENTS PLANS.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE OWNED OR LEASED TO, AND MAINTAINED BY THE TOWN OF HORIZON CITY IN ACCORDANCE WITH ITS RULES AND REGULATIONS.
- THE BUILDER SHALL CONSTRUCT CONCRETE DRIVEWAYS BETWEEN THE STREET CURB AND THE PROPERTY LINE AS PART OF THE CONSTRUCTION OF BUILDING IMPROVEMENTS.
- ALL UTILITY EASEMENTS ARE 10' WIDE UNLESS OTHERWISE SPECIFIED ON DRAWINGS.
- VEHICULAR ACCESS TO THOSE RESIDENTIAL LOTS ABUTTING EASTLAKE BOULEVARD SHALL BE FROM OTHER DEDICATED STREETS ONLY. THE INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
INSTRUMENT NO. _____ DATE _____.
- LOT 12, BLOCK 2 AND LOT 98, BLOCK 6 ARE DESIGNATED AS PUBLIC PONDING AREAS AND RETENTION PONDS. NO DWELLING/OCCUPANCY SHALL BE PERMITTED ON THESE LOTS. THESE LOTS SHALL BE DEDICATED TO AND MAINTAINED BY THE TOWN OF HORIZON CITY.
- SIDEWALKS & OPEN SPACE IMPROVEMENTS NOT DEDICATED TO THE TOWN OF HORIZON CITY SHALL BE MAINTAINED BY THE HOMEOWNER ASSOCIATION IN PLACE AND SHOULD THE HOA FAIL, THE CURRENT PROPERTY OWNER (HUNT COMMUNITIES LLC) SHALL BE RESPONSIBLE FOR ALL MAINTENANCE.
- THE MAYOR OF THE TOWN OF HORIZON CITY HEREBY AUTHORIZES THE RELEASE OF THE PORTION OF RIGHT OF WAY IDENTIFIED AS STUB OUTS ON THIS SUBDIVISION.

VERDANCIA UNIT TWO SUBDIVISION

BEING A PORTION OF SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS.
CONTAINING 69.31 ACRES ±

SHEET 1 OF 4



BEARING BASIS:
THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. THESE COORDINATES WERE ESTABLISHED FROM REFERENCE POINT TX04A (NGS PID NO. AB6217), HAVING VALUES 31°31'0.96688\"N), 106°47'29.61456\"W) COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

VERTICAL DATUM:
VERTICAL DATUM BASED ON WEST TEXAS AIRPORT REFERENCE POINT TX04A (NGS PID NO. AB6217) NAVD 88 DATUM AND REFERENCED TO NAD83, HAVING AN ELEVATION OF 4005.60.

SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT
14521 HORIZON BOULEVARD,
EL PASO, TEXAS 79928

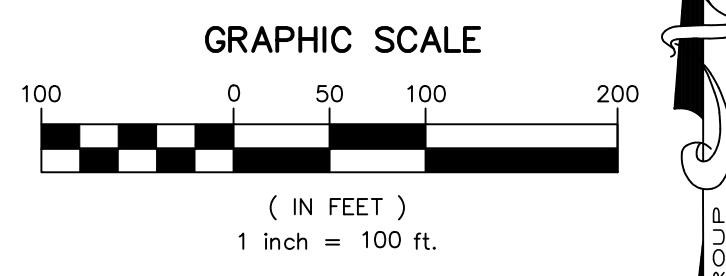
RESIDENTIAL	= 210
COMMERCIAL	= 1
POND	= 2
PUBLIC PARK	= 2
AMENITY SITE	= 1
TOTAL	= 216

- LEGEND**
- SUBDIVISION BOUNDARY LINE
 - STREET RIGHT OF WAY
 - TOP OF CURB
 - SIDEWALK
 - PROPERTY LINE
 - STREET CENTERLINE
 - 10' UTILITY EASEMENT (10' U.E.)
 - 5' IRRIGATION EASEMENT
 - LOT AND BLOCK NUMBER
 - PROPOSED INLET & STORM SEWER PIPE
 - DRAINAGE FLOW
 - HIGH POINT
 - LOW POINT
 - EXISTING HIGH POINT
 - EXISTING LOW POINT
 - PROPOSED MONUMENT
 - EXISTING MONUMENT
 - 5/8" IRON ROD W/ZWA CAP SET
 - 1/2" IRON ROD W/ZWA CAP SET
 - EXISTING MAJOR CONTOUR LINES
 - EXISTING MINOR CONTOUR LINES
 - LANDSCAPE AREA
 - U.S. POSTAL SERVICE DELIVERY COLLECTION BOX
 - EXISTING SEWER LINE
 - EXISTING WATER LINE

ENGINEER
cea group
813 N. Kansas St.
Suite 300
El Paso, TX 79902
915.544.5232
www.ceaengr.com
TEXAS REGISTERED ENGINEERING FIRM F-4564
CONTACT: JORGE GRAJEDA, P.E.

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

SURVEYOR
ZWA
Zamora, L.L.C.
Professional Land Surveyors
1910 Zaragoza Road, Suite B-8 • El Paso, TX 79906
Office: (915) 955-9009 • Fax: (915) 855-9012
CONTACT: G. RENE ZAMORA, R.P.L.S.

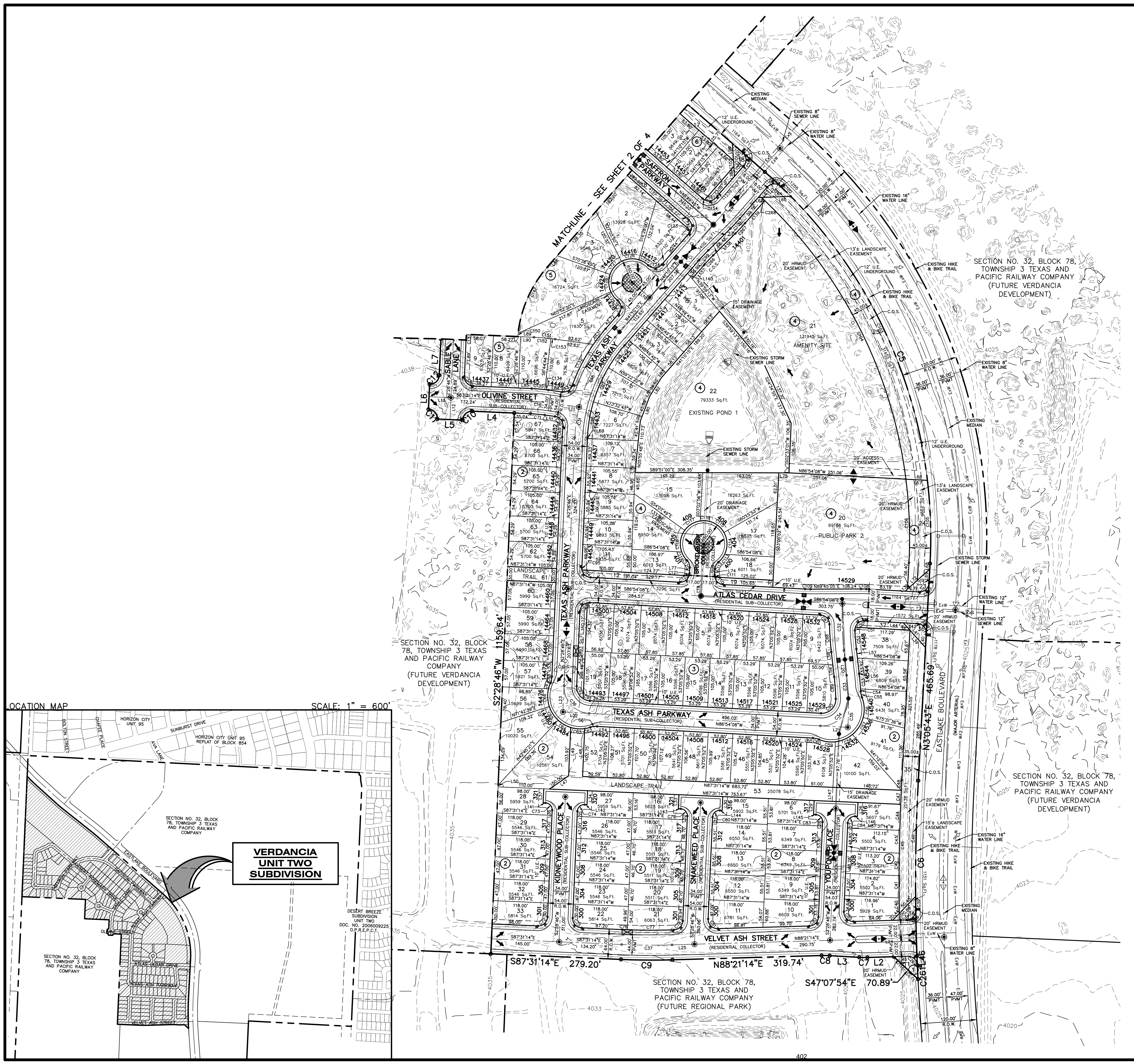


PRELIMINARY PLAT
SCALE: 1" = 100'

DATE OF PREPARATION: MARCH 2025

VERDANCIA UNIT TWO SUBDIVISION

BEING A PORTION OF SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS.
CONTAINING 69.31 ACRES ±
SHEET 2 OF 4



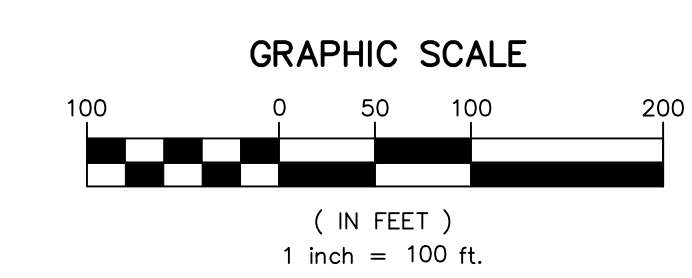
BEARING BASIS:
THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. THESE COORDINATES WERE ESTABLISHED FROM REFERENCE POINT TX04A (NGS PID NO. AB6217), HAVING VALUES 31°13'10.98688\"N), 106°14'29.61456\"W). COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

VERTICAL DATUM:
VERTICAL DATUM BASED ON WEST TEXAS AIRPORT REFERENCE POINT TX04A (NGS PID NO. AB6217) NAVD 88 DATUM AND REFERENCED TO NAD83, HAVING AN ELEVATION OF 4005.60.

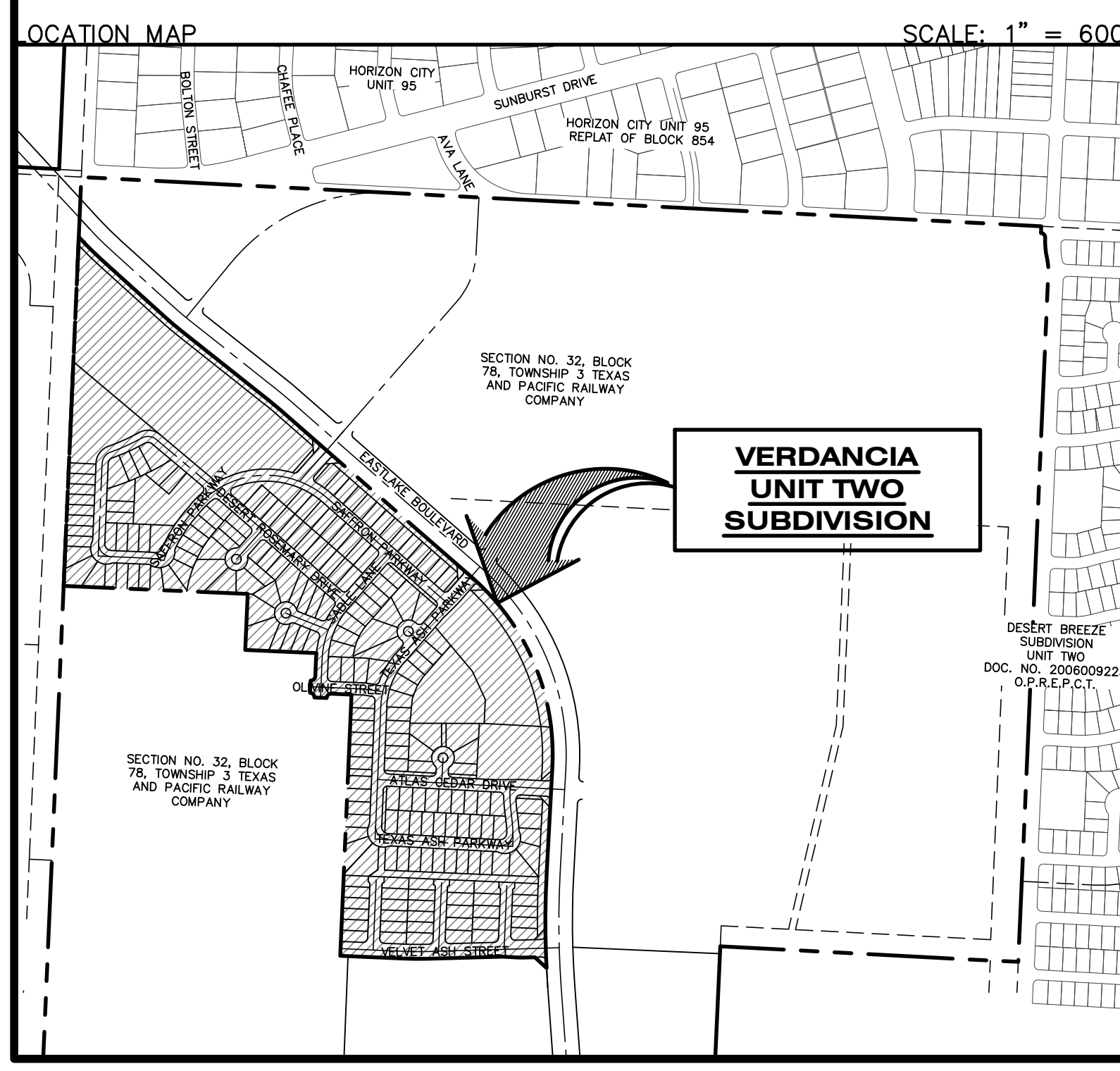
SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT
14521 HORIZON BOULEVARD,
EL PASO, TEXAS 79928

RESIDENTIAL	=	210
COMMERCIAL	=	1
POND	=	2
PUBLIC PARK	=	2
AMENITY SITE	=	1
TOTAL	=	216

- LEGEND**
- SUBDIVISION BOUNDARY LINE
 - STREET RIGHT OF WAY
 - TOP OF CURB
 - SIDEWALK
 - PROPERTY LINE
 - STREET CENTERLINE
 - 10' UTILITY EASEMENT (10' U.E.)
 - 5' IRRIGATION EASEMENT
 - ① LOT AND BLOCK NUMBER
 - PROPOSED INLET & STORM SEWER PIPE
 - ↑ DRAINAGE FLOW
 - ↑ HIGH POINT
 - ↓ LOW POINT
 - ⊕ EXISTING HIGH POINT
 - ⊖ EXISTING LOW POINT
 - ⊙ PROPOSED MONUMENT
 - ⊙ EXISTING MONUMENT
 - 5/8" IRON ROD W/ZWA CAP SET
 - 1/2" IRON ROD W/ZWA CAP SET
 - 3631 --- EXISTING MAJOR CONTOUR LINES
 - EXISTING MINOR CONTOUR LINES
 - ▨ LANDSCAPE AREA
 - ⊠ U.S. POSTAL SERVICE DELIVERY COLLECTION BOX
 - ExS --- EXISTING SEWER LINE
 - ExW --- EXISTING WATER LINE



PRELIMINARY PLAT
SCALE: 1" = 100'



ENGINEER
cea group
813 N. Kansas St.
Suite 300
El Paso, TX 79902
915.544.5232
www.ceagroup.net
TEXAS REGISTERED ENGINEERING FIRM F-4564
CONTACT: JORGE GRAJEDA, P.E.

SURVEYOR
ZWA
Zamora, L.L.C.
Professional Land Surveyors
1510 Zaragoza Road, Suite B-6 • El Paso, TX 79906
Office: (915) 955-9009 • Fax: (915) 855-9002
CONTACT: G. RENE ZAMORA, R.P.L.S.

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

OWNER/DEVELOPER
HUNT COMMUNITIES
HUNT HORIZON CROSSING, LLC
601 NORTH MESA
EL PASO, TEXAS 79902
VOICE (915) 298-0418
CEL (915) 504-4764
CONTACT: JOSE LARES, P.E.

DATE OF PREPARATION: MARCH 2025

VERDANCIA UNIT TWO SUBDIVISION

BEING A PORTION OF SECTION 32, BLOCK 78, TOWNSHIP
3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS,
EL PASO COUNTY, TEXAS.
CONTAINING 69.31 ACRES ±

SHEET 3 OF 4

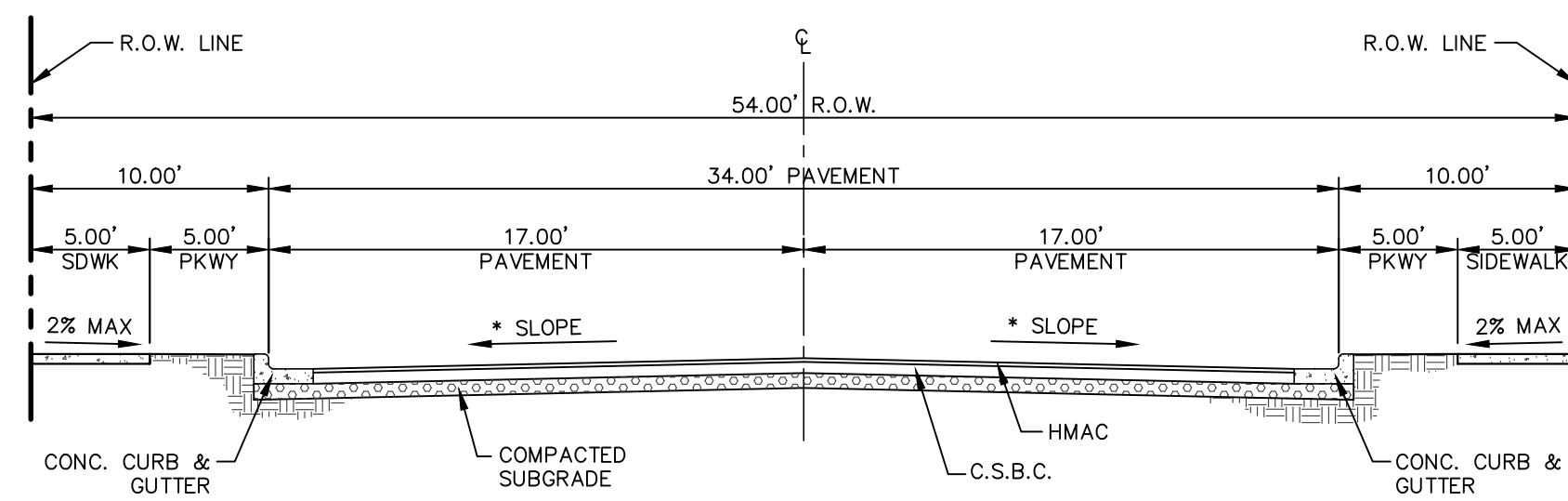
CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	1560.00'	33.74'	16.87'	33.74'	S43°20'43"E	001°14'21"
C2	1560.00'	106.79'	53.42'	106.79'	S45°55'34"E	003°55'20"
C3	1560.00'	101.26'	50.65'	101.24'	S49°44'48"E	003°43'08"
C4	1440.00'	69.74'	34.88'	69.73'	N501°3'08"W	002°46'29"
C5	1040.00'	942.54'	506.42'	100.62'	N22°52'05"W	051°55'36"
C6	4060.00'	376.01'	188.14'	375.87'	S00°26'32"W	005°18'23"
C7	200.00'	17.31'	8.66'	17.30'	S89°10'01"E	004°57'30"
C8	200.00'	17.31'	8.66'	17.30'	N89°10'01"W	004°57'30"
C9	1532.00'	110.31'	55.18'	110.29'	S89°35'00"E	004°07'33"
C10	20.00'	31.42'	20.00'	28.28'	S47°28'46"W	090°00'00"
C11	20.00'	31.42'	20.00'	28.28'	N42°31'14"W	090°00'00"
C12	20.00'	31.42'	20.00'	28.28'	N47°28'46"W	090°00'00"
C13	427.00'	25.12'	12.56'	25.11'	S04°09'53"W	003°22'13"
C14	410.00'	143.54'	72.51'	142.81'	N58°51'32"W	020°03'34"
C15	350.00'	170.16'	86.80'	168.49'	S27°14'34"W	027°51'21"
C16	350.00'	32.81'	16.42'	32.80'	N84°50'05"W	005°22'18"
C17	400.00'	132.60'	66.91'	131.99'	S11°58'35"W	018°59'36"
C18	400.00'	137.52'	69.44'	136.84'	S31°19'19"W	019°41'52"
C19	400.00'	7.80'	3.90'	7.80'	N49°23'16"W	001°07'02"
C20	410.00'	123.10'	62.02'	122.64'	S48°39'18"W	017°12'01"
C21	650.00'	189.19'	95.27'	188.52'	S31°42'55"W	016°40'35"
C22	57.00'	72.91'	42.40'	68.04'	N60°01'19"E	073°17'24"
C23	650.00'	44.43'	22.22'	44.32'	S21°25'08"W	003°55'00"
C24	400.00'	43.37'	21.70'	43.34'	N80°13'38"W	006°12'42"
C25	400.00'	31.23'	15.62'	31.23'	N85°34'12"W	004°28'26"
C26	57.00'	89.54'	57.00'	80.51'	S42°31'14"E	090°00'00"
C27	57.00'	67.45'	38.30'	63.86'	S36°22'39"W	067°47'46"
C28	969.00'	152.07'	76.19'	151.92'	N65°46'47"E	008°59'31"
C29	57.00'	68.41'	39.01'	64.38'	N84°19'53"W	068°46'11"
C30	410.00'	385.38'	208.25'	371.35'	S84°11'02"W	053°51'18"
C31	350.00'	66.19'	33.19'	66.09'	S07°53'50"W	010°50'08"
C32	600.00'	100.49'	50.36'	100.37'	S01°44'57"E	009°35'46"
C33	600.00'	49.94'	24.98'	49.92'	N04°09'46"W	004°46'07"
C34	57.00'	94.39'	62.07'	83.97'	N45°39'34"W	094°52'35"
C35	600.00'	61.91'	30.98'	61.88'	N01°10'38"E	005°54'42"
C36	57.00'	88.92'	56.39'	80.17'	S42°12'41"E	089°22'55"
C37	1500.00'	108.01'	54.03'	107.99'	S89°35'00"W	004°07'33"
C38	20.00'	31.13'	19.72'	28.08'	N43°45'38"E	089°11'07"
C39	4060.00'	30.00'	15.00'	30.00'	S00°37'13"E	000°25'24"
C40	4095.00'	33.24'	16.62'	33.24'	S00°40'07"E	000°27'54"
C41	4095.00'	47.55'	23.77'	47.55'	S00°06'12"E	000°39'55"
C42	4095.00'	48.31'	24.15'	48.31'	S00°34'02"W	000°40'33"
C43	4095.00'	48.86'	24.43'	48.86'	S01°14'49"W	000°41'01"
C44	4095.00'	55.93'	27.97'	55.93'	S01°58'49"W	000°46'57"
C45	4095.00'	285.80'	142.96'	285.74'	S01°05'54"W	003°59'56"
C46	4060.00'	248.29'	124.18'	248.25'	S01°20'36"W	003°30'14"
C47	4095.00'	30.00'	15.00'	30.00'	S02°34'53"W	000°25'11"
C48	4095.00'	21.91'	10.95'	21.91'	S02°56'40"W	000°18'23"
C49	20.00'	31.41'	20.00'	28.28'	N41°54'13"W	089°59'50"
C50	20.00'	26.36'	15.49'	24.49'	S55°20'11"W	075°31'21"
C51	20.00'	7.03'	3.55'	6.99'	S07°30'29"W	020°08'04"
C52	573.00'	39.88'	19.95'	39.87'	S04°33'11"E	003°59'16"
C53	627.00'	32.47'	16.24'	32.47'	N05°03'49"W	002°58'02"
C54	627.00'	5.56'	2.78'	5.56'	N03°19'32"W	000°30'30"
C55	40.00'	12.88'	6.49'	12.82'	S12°17'34"E	018°26'34"
C56	70.00'	43.97'	22.74'	43.25'	S03°31'14"E	035°59'15"
C57	70.00'	43.79'	22.64'	43.08'	N32°23'40"E	035°50'33"
C58	70.00'	40.27'	20.71'	39.72'	N66°47'54"E	032°57'54"
C59	70.00'	35.78'	18.29'	35.39'	S82°04'29"E	029°17'20"
C60	40.00'	13.59'	6.86'	13.53'	N77°09'58"W	019°28'20"
C61	40.00'	14.68'	7.42'	14.60'	S82°34'56"W	021°01'51"
C62	70.00'	12.54'	6.29'	12.53'	N77°11'59"E	010°15'56"
C63	70.00'	30.26'	15.37'	30.02'	S85°17'03"E	024°45'59"
C64	70.00'	31.35'	15.94'	31.08'	S60°04'21"E	025°39'25"
C65	70.00'	35.38'	18.07'	35.00'	S32°46'00"E	028°57'18"
C66	70.00'	38.26'	19.62'	37.79'	S02°37'49"E	031°19'04"
C67	70.00'	12.81'	6.42'	12.79'	S18°16'10"W	010°28'56"
C68	40.00'	14.68'	7.42'	14.60'	N12°59'42"E	021°01'51"
C69	377.00'	22.36'	11.18'	22.35'	S04°10'42"W	003°23'52"
C70	20.00'	30.73'	19.32'	27.79'	N38°08'09"W	088°01'34"
C71	323.00'	30.28'	15.15'	30.28'	N84°50'05"W	005°22'18"
C72	20.00'	31.42'	20.00'	28.28'	N47°28'46"E	090°00'00"
C73	15.00'	23.56'	15.00'	21.21'	N42°31'14"W	090°00'00"
C74	15.00'	23.56'	15.00'	21.21'	S47°28'46"W	090°00'00"
C75	20.00'	31.42'	20.00'	28.28'	S42°31'14"E	090°00'00"
C76	1468.00'	10.80'	5.40'	10.80'	S87°43'52"E	000°25'18"
C77	1468.00'	99.61'	49.82'	99.59'	S89°53'09"E	003°53'15"
C78	20.00'	29.91'	18.55'	27.20'	N45°19'30"E	085°41'27"
C79	15.00'	23.56'	15.00'	21.21'	N42°31'14"W	090°00'00"
C80	15.00'	23.56'	15.00'	21.21'	S47°28'46"W	090°00'00"

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C81	20.00'	32.86'	21.49'	29.28'	S44°35'00"E	094°07'33"
C82	20.00'	29.98'	18.61'	27.25'	N45°25'00"E	085°52'27"
C83	15.00'	23.56'	15.00'	21.21'	N42°31'14"W	090°00'00"
C84	15.00'	23.56'	15.00'	21.21'	S47°28'46"W	090°00'00"
C85	20.00'	32.86'	21.49'	29.28'	S44°35'00"E	094°07'33"
C86	20.00'	5.27'	2.65'	5.25'	S85°33'00"W	015°05'44"
C87	20.00'	29.95'	18.58'	27.23'	N44°00'28"W	085°47'20"
C88	627.00'	59.46'	29.75'	59.44'	S03°49'49"E	005°26'01"
C89	572.95'	47.69'	23.86'	47.67'	N04°09'46"W	004°46'08"
C90	30.00'	49.68'	32.67'	44.19'	N45°39'34"E	094°52'35"
C91	30.00'	15.38'	7.87'	15.22'	S72°12'41"E	029°22'55"
C92	30.00'	31.42'	17.32'	30.00'	S27°31'14"E	060°00'00"
C93	20.00'	26.36'	15.49'	24.49'	S40°14'27"W	075°31'21"
C94	20.00'	26.36'	15.49'	24.49'	S49°08'28"E	075°31'21"
C95	20.00'	4.84'	2.43'	4.83'	S04°27'00"E	013°51'34"
C96	323.00'	78.78'	39.59'	78.59'	S09°28'02"W	013°58'30"
C97	323.00'	79.90'	40.15'	79.69'	S23°32'27"W	014°10'21"
C98	323.00'	59.44'	29.80'	59.36'	S35°53'56"W	010°32'37"
C99	400.00'	29.27'	14.64'	29.26'	S43°16'00"W	004°11'31"
C100	400.00'	29.27'	14.64'	29.26'	S43°16'00"W	004°11'31"
C101	20.00'	32.30'	20.91'	28.90'	S87°26'24"W	092°32'18"
C102	1040.00'	30.00'	15.00'	30.00'	N45°27'52"W	001°39'10"
C103	1040.00'	687.84'	357.03'	675.37'	N25°41'27"W	035°53'41"
C104	995.00'	682.36'	355.21'	669.06'	N26°53'02"W	039°17'34"
C105	1040.00'	178.59'	89.51'	178.37'	N01°49'27"W	009°50'20"
C106	995.00'	179.48'	89.99'	179.24'	N02°04'12"W	010°20'07"
C107	20.00'	31.42'	20.00'	28.28'	N48°05'47"E	090°00'09"
C108	200.00'	11.68'	5.84'	11.68'	N88°34'32"W	003°20'47"
C109	200.00'	11.68'	5.84'	11.68'	S88°34'32"E	003°20'47"
C110	20.00'	26.36'	15.49'	24.49'	S49°08'28"E	075°31'21"
C111	20.00'	5.04'	2.53'	5.02'	S04°09'55"E	014°25'44"
C112	20.00'	16.69'	8.87'	16.21'	S26°57'37"W	047°49'21"
C113	50.00'	21.67'	11.01'	21.50'	N38°27'30"E	024°49'35"
C114	50.00'	48.68'	26.46'	46.78'	N01°50'42"W	055°46'50"
C115	50.00'	60.00'	34.21'	56.46'	N64°06'42"W	068°45'09"
C116	50.00'	60.00'	34.21'	56.46'	N64°06'42"W	068°45'09"
C117	50.00'	39.83'	21.04'	38.79'	S58°41'27"W	045°38'33"
C118	50.00'	48.62'	26.43'	46.73'	S08°00'36"W	055°43'10"
C119	50.00'	21.75'	11.05'	21.58'	S32°18'42"E	024°55'26"
C120	20.00'	16.69'	8.87'	16.21'	N20°51'44"W	047°49'21"
C121	20.00'	5.07'	2.55'	5.06'	N10°18'44"E	014°31'34"
C122	20.00'	26.36'	15.49'	24.49'	N55°20'11"E	075°31'21"
C123	20.00'	5.05'	2.54'	5.04'	N33°55'55"E	014°28'39"
C124	20.00'	32.27'	20.88'	28.88'	N87°23'56"E	092°27'23"
C125	50.00'	23.70'	12.08'	23.48'	N59°57'11"W	027°09'37"
C126	50.00'	37.99'	19.96'	37.08'	S84°42'05"W	043°31'50"
C127	50.00'	37.99'	19.96'	37.08'	S41°10'15"W	043°31'50"
C128	50.00'	37.99'	19.96'	37.08'	S02°21'35"E	043°31'50"
C129	50.00'	23.70'	12.08'	23.48'	S37°42'19"E	027°09'37"
C130	20.00'	32.27'	20.88'	28.88'	N05°03'27"W	092°27'23"
C131	377.00'	42.51'	21.28'	42.49'	S37°56'25"W	006°27'39"
C132	377.00'	99.92'	50.25'	99.63'	S27°07'02"W	015°11'07"
C133	20.00'	27.34'	16.29'	25.26'	N58°41'16"E	078°19'36"
C134	377.00'	7.28'	3.64'	7.28'	N82°42'06"W	001°06'20"
C135	377.00'	28.07'	14.04'	28.06'	N85°23'15"W	004°15'57"
C136	20.00'	31.42'	20.00'	28.28'	S42°31'14"E	090°00'00"
C137	373.00'	12.11'	6.06'	12.11'	S03°24'35"W	001°51'38"
C138	373.00'	75.15'	37.70'	75.02'	S10°06'43"W	011°32'38"
C139	373.00'	71.57'	35.90'	71.46'	S21°22'52"W	010°59'40"
C140	373.00'	71.57'	35.90'	71.46'	S32°22'32"W	010°59'40"
C141	373.00'	21.47'	10.74'	21.47'	S39°31'18"W	003°17'53"
C142	20.00'	5.05'	2.54'	5.04'	S48°24'34"W	014°28'39"
C143	20.00'	26.36'	15.49'	24.49'	N86°35'26"W	075°31'21"
C144	20.00'	26.36'	15.49'	24.49'	N11°04'05"W	075°31'21"
C145	263.00'	15.14'	7.57'	15.14'	S39°31'18"W	003°17'53"
C146	263.00'	50.47'	25.31'	50.39'	S32°22'32"W	010°59'40"
C147	263.00'	50.47'	25.31'	50.39'	S32°22'32"W	010°59'40"
C148	263.00'	50.47'	25.31			

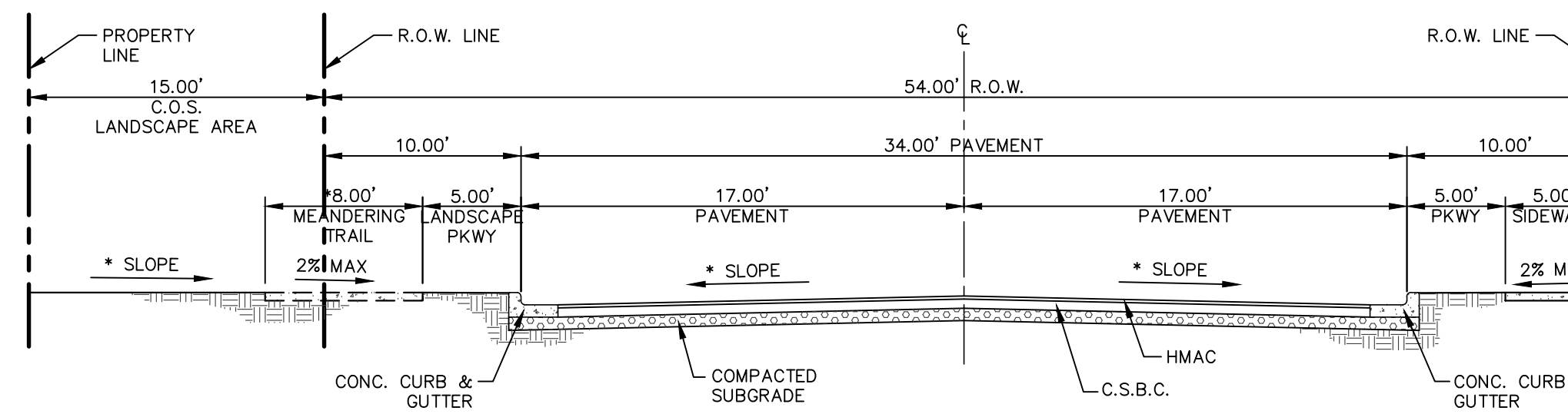
VERDANCIA UNIT TWO SUBDIVISION

BEING A PORTION OF SECTION 32, BLOCK 78, TOWNSHIP
3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS,
EL PASO COUNTY, TEXAS.
CONTAINING 69.31 ACRES ±

SHEET 4 OF 4



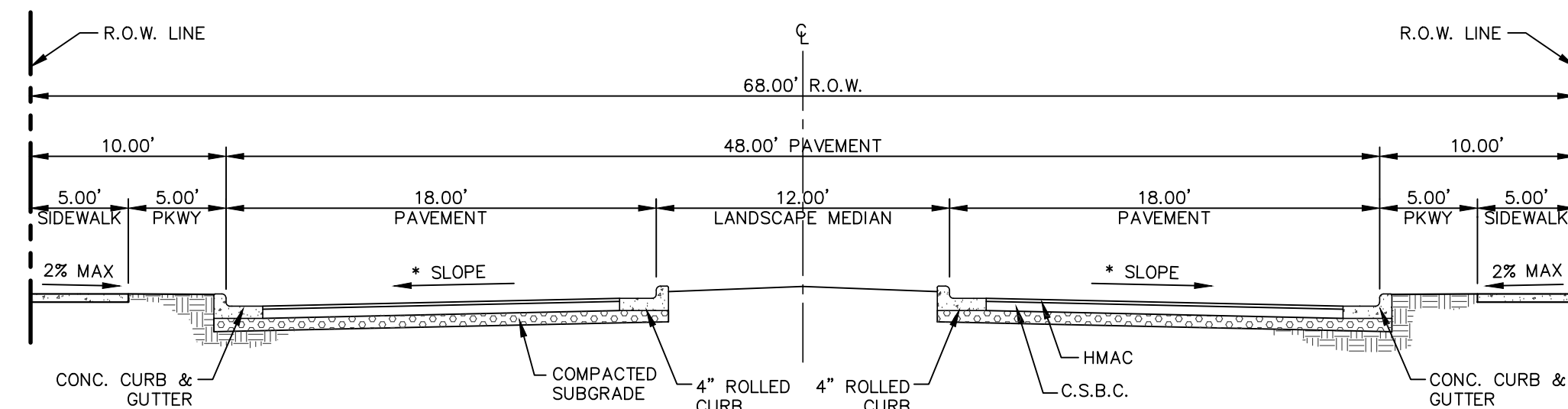
**PROPOSED TYPICAL 54' ROW STREET SECTION DETAIL
(RESIDENTIAL SUB-COLLECTOR)**
SCALE: N.T.S.



**PROPOSED TYPICAL 54' ROW STREET WITH C.O.S. TRAIL SECTION DETAIL
(RESIDENTIAL SUB-COLLECTOR)**
SCALE: N.T.S.

NOTE:

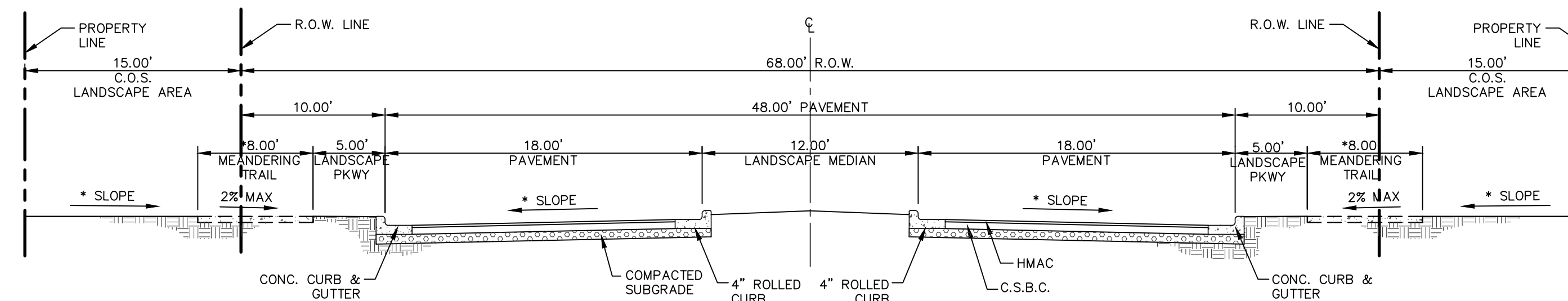
1. COMMON OPEN SPACE (C.O.S.) LANDSCAPE, SIDEWALK & LANDSCAPE MEDIAN WILL BE MAINTAINED BY THE HOA.
2. *MEANDERING 8' TRAIL WITHIN R.O.W. AND COMMON OPEN SPACE.



**PROPOSED TYPICAL 68' ROW STREET SECTIONS DETAIL @ ENHANCED ENTRANCES
(RESIDENTIAL COLLECTOR)**
SCALE: N.T.S.

NOTE:

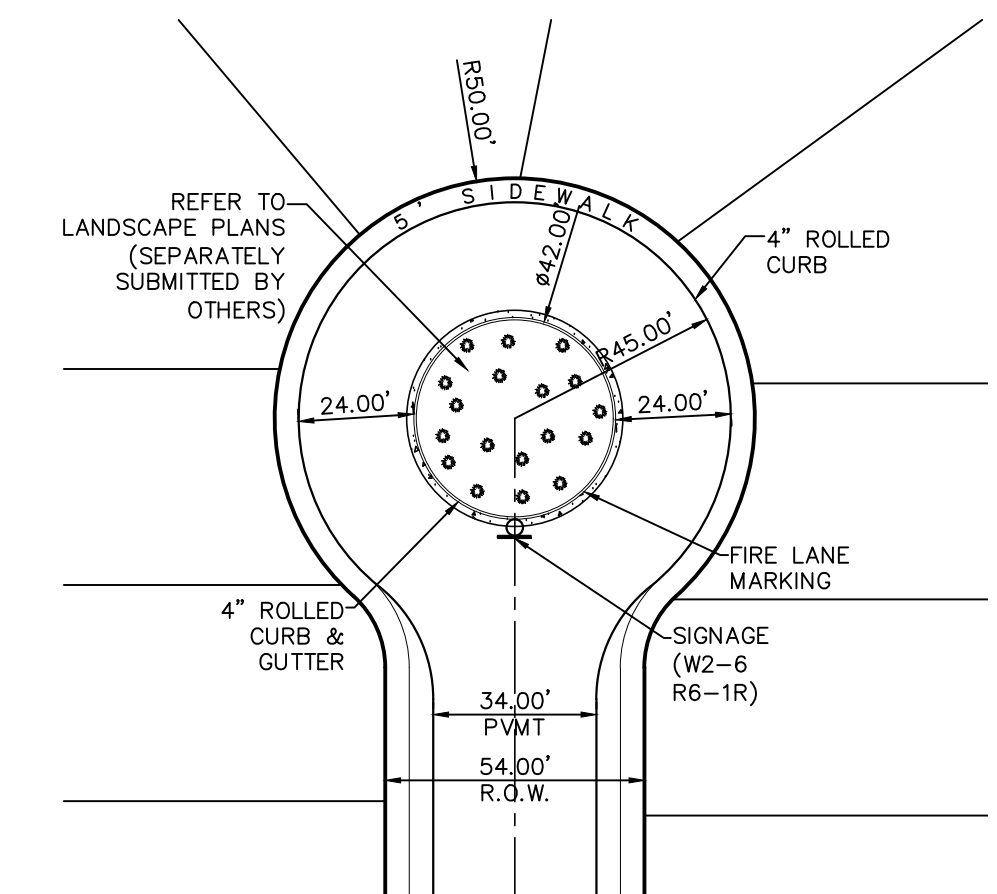
1. COMMON OPEN SPACE (C.O.S.) LANDSCAPE, SIDEWALK & LANDSCAPE MEDIAN WILL BE MAINTAINED BY THE HOA.



**PROPOSED TYPICAL 68' ROW STREET WITH C.O.S. TRAIL SECTIONS DETAIL @ ENHANCED ENTRANCES
(RESIDENTIAL COLLECTOR)**
SCALE: N.T.S.

NOTE:

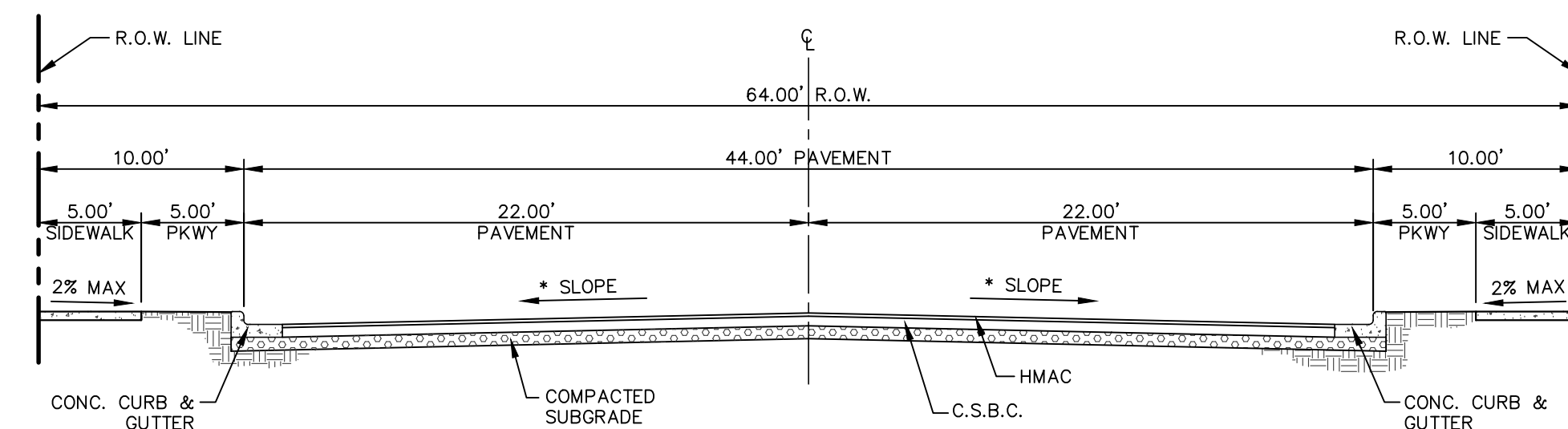
1. COMMON OPEN SPACE (C.O.S.) LANDSCAPE, SIDEWALK & LANDSCAPE MEDIAN WILL BE MAINTAINED BY THE HOA.
2. *MEANDERING 8' TRAIL WITHIN R.O.W. AND COMMON OPEN SPACE.



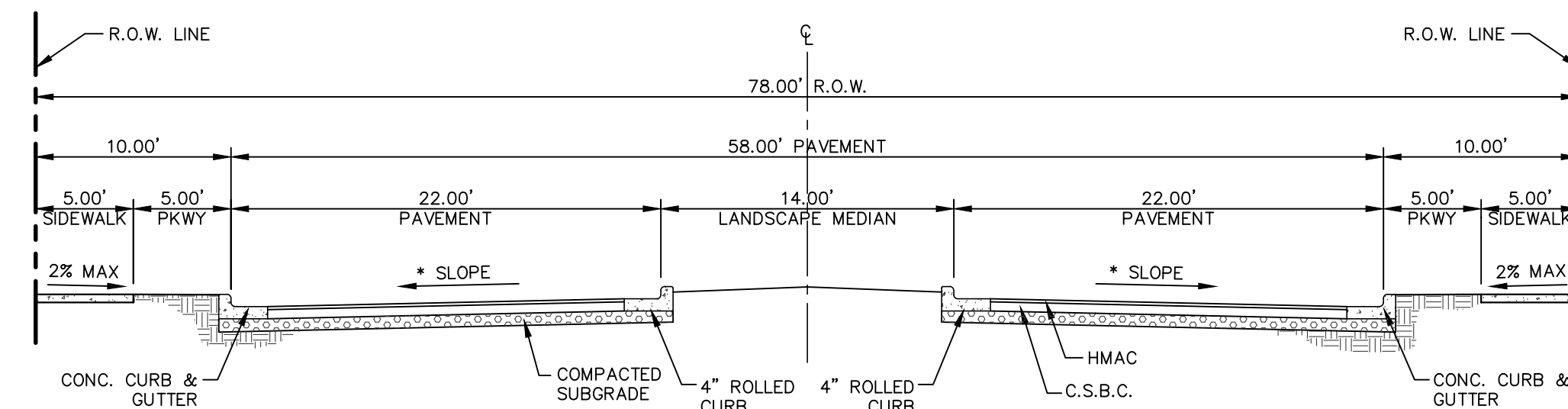
NOTES:

1. CUL-DE-SAC ISLAND LANDSCAPING TO BE MAINTAINED BY HOA.

TYPICAL CUL-DE-SAC LAYOUT
SCALE: N.T.S.



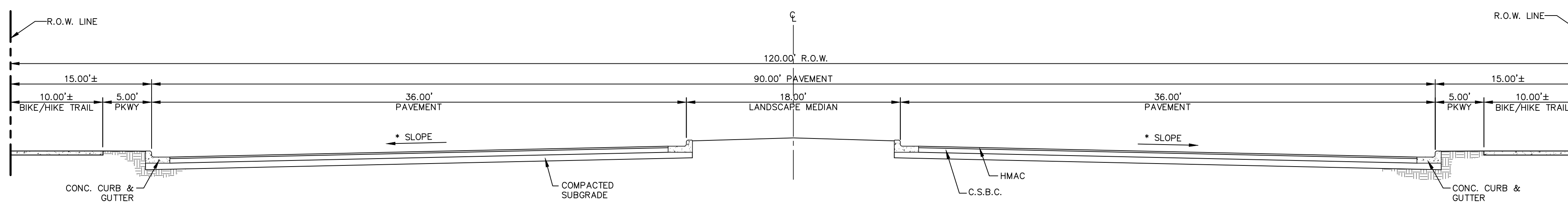
**PROPOSED TYPICAL 64' ROW STREET SECTIONS DETAIL
(VELVET ASH STREET RESIDENTIAL COLLECTOR)**
SCALE: N.T.S.



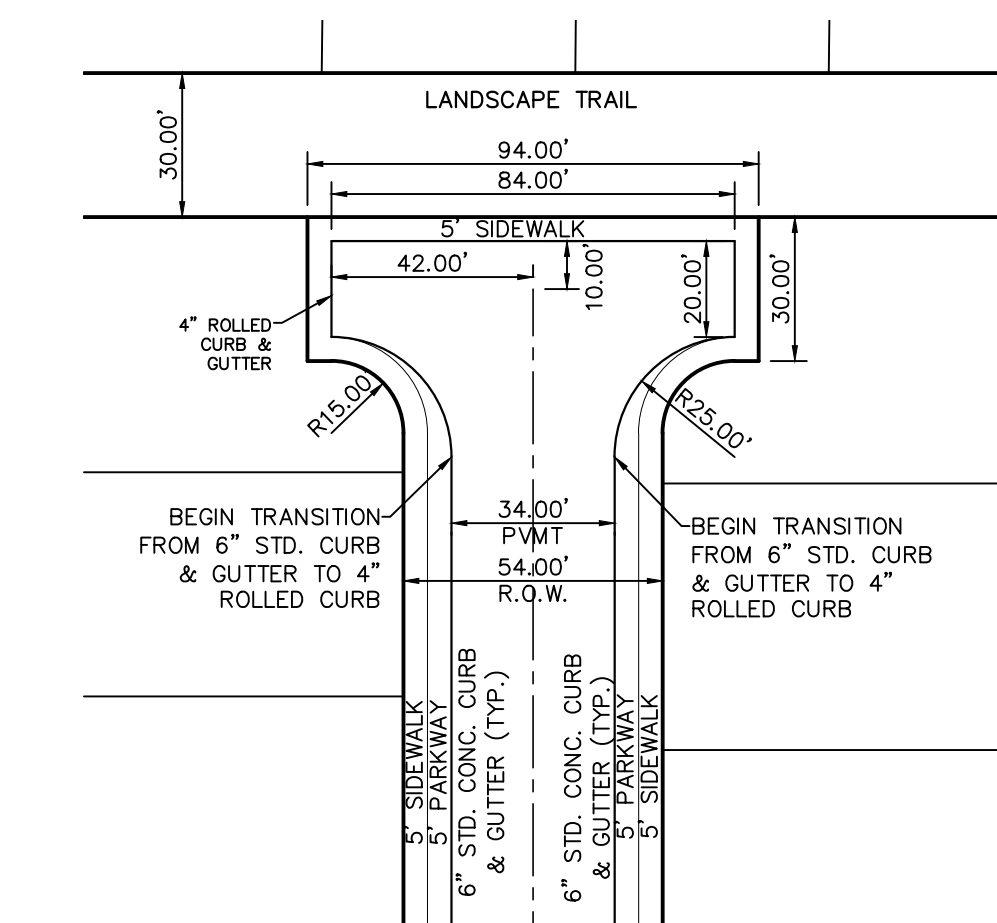
**PROPOSED TYPICAL 78' ROW STREET SECTIONS DETAIL @ ENHANCED ENTRANCES
(VELVET ASH STREET RESIDENTIAL COLLECTOR)**
SCALE: N.T.S.

NOTE:

1. COMMON OPEN SPACE (C.O.S.) LANDSCAPE, SIDEWALK & LANDSCAPE MEDIAN WILL BE MAINTAINED BY THE HOA.



**EXISTING 120' ROW STREET WITH HIKE/BIKE TRAIL SECTIONS DETAIL
(EASTLAKE BOULEVARD/MAJOR ARTERIAL)**
SCALE: N.T.S.



TYPICAL "T" CUL-DE-SAC LAYOUT
SCALE: N.T.S.

RESOLUTION

Town of Horizon City Texas

WHEREAS, the Town of Horizon City established a Special Event Permit Fee pursuant to Ordinance No. 0253 and codified in Section 1.11 of the City Municipal Code;

WHEREAS, SK84KIDS is an El Paso County Based 501(c)(3) non-profit organization fostering amateur sports competition and promoting social welfare for youths in underserved communities;

WHEREAS, SK84KIDS has applied for a Special Event Permit to conduct a Skateboard Competition at _____ on the _____ day of _____, 2025 from _____ to _____ pm;

WHEREAS, the Special Permit Fee for the event has been calculated to be \$ _____ by the City staff;

WHEREAS, the Town of Horizon City Council has determined that a public service is being provided by SK84KIDS by creating recreational events for the youth of the Town of Horizon City and drawing visitors to the community by hosting a Skateboard Competition; and

WHEREAS, the Town of Horizon City Council would like to assist in defraying the costs of Skateboard competition and to support the efforts of SK84KIDS to create healthy activities for youth in the Town of Horizon City.

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

Horizon City Resolution
SK84KIDS Reduced Permit Fee
Page 1 of 2

1. The Special Event Permit Fee shall be reduced to a total amount of \$100.00.
2. SK84KIDS shall comply with all of the requirements of Section 1.11 of the Town of Horizon City Municipal Code; including but not limited to providing a certificate of insurance indicating the Town of Horizon City is an additional named insured on the required insurance policy.

PASSED AND APPROVED THE _____ day of May 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

TOWN OF HORIZON CITY

RESOLUTION

**RESOLUTION AND ORDER DENYING EL PASO ELECTRIC COMPANY'S
APPLICATION TO CHANGE RATES FILED WITH THE TOWN OF HORIZON ON
JANUARY 27, 2025**

WHEREAS, on January 27, 2025, El Paso Electric Company (“EPE”) filed with the Town of Horizon (the “City”) an *Application of El Paso Electric Company to Change Rates* (“Application”);

WHEREAS, pursuant to applicable law, the City maintains original jurisdiction over EPE rates charged within the city limits of the City; and

WHEREAS, the City has duly noticed its consideration of EPE’s Application and is acting within its authority under applicable law;

NOW THEREFORE, BE IT RESOLVED by City Council, that the Town of Horizon **DECLINES** to approve any and all rates requested by EPE included in its Application, and EPE’s proposed rates should not be made effective.

ADOPTED and approved this _____ day of May 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