



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, July 8, 2025, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, July 8, 2025 at 6:00 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

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

CONSENT AGENDA

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

- 3. Approval of Minutes from:** **4**

Mayor/City Clerk
June 10, 2025 Regular City Council Meeting.

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

- 5. Approval of Consent Agenda Items:**

REGULAR AGENDA

- 6. Discussion and Action:** **10**

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

- 7. Discussion and Action:** **34**

Mayor/CIP Manager
Regarding a Resolution making findings required by Ordinance No. 00251 (EPEC Franchise) to require EPEC to relocate an underground electric line and other utility facilities at their expense to accommodate the N. Darrington Road Relocation Project.

- 8. Discussion and Action:** **40**

Mayor/CIP Manager
Regarding a Resolution authorizing that the Mayor be authorized to approve, in consultation with the City Attorney and the Chief Financial Officer, minor amendments to the Professional Services Agreement (AIA Document B101-2007) between the Town of Horizon City and EXIGO Architecture, L.L.C. dated February 18, 2020; provided each such amendment shall not exceed the amount of \$10,000.00 and the total amount of such amendments shall not exceed \$50,000.00.

- 9. Discussion and Action:** **42**

Mayor/CIP Manager
Regarding a Resolution authorizing the Mayor to sign a new Interlocal Cooperation Agreement with Texas Transportation Institute to replace the one signed on September 10, 2024, for the purpose of allowing the use of Task Orders and to extend the term to June 14, 2029.

- 10. Discussion and Action:** **43**

Mayor/Finance Director

On setting the dates for the budget workshop, hearings on the City budget and tax rate and authorizing the Mayor to publish the proposed tax rate based on the filed budget. The recommended date for the budget workshop is August 5, 2025. The date for the Budget Hearing is August 26, 2025 and the Tax Rate Public Hearing is September 9, 2025. All budget related meetings are scheduled to be held at 6:00 pm.

11. Discussion: 44

Mayor/Finance Director

1st Reading of Ordinance No. 0313 Amendment No. 03, 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 Storm Water and Streets Department Budget; and providing for repealer and severability clauses.

12. Discussion and Action: 47

Mayor/Chief Planner

This item was postponed at the 6/10/25 Regular City Council Meeting. On the **Final Subdivision Plat** application for **Rancho Desierto Bello Unit 16 (Case No. SDO25-0001)** to reaffirm approval and to allow recording of the plat prior to the completion of all required improvements secured by sufficient bond. The subject property is legally described as a Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 21.481 acres ±. Application submitted by TRE & Associates, LLC.

13. Discussion and Action: 49

Mayor/Chief Planner

This item was postponed at the 6/10/25 Regular City Council Meeting. On a **Resolution for Rancho Desierto Bello Unit 16 Subdivision Plat** to authorize the issuance of conditional building permits for eleven (11) new residential structures.

14. Discussion: 57

Mayor/Chief Planner

1st Reading of Ordinance No. _____, An Ordinance adopting a Zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning 66.86 acres. Lots 1 through 11, Blocks 7 and 8, Horizon Country Club Estates Unit One, from R-4 (Single/Two Family Dwelling) and R-2 (Single-Family Dwelling), to Ponding area. Lots 1 through 23, Blocks 8 through 10 and Block 9, Horizon Country Club Estates Unit One, from R-4 (Single/Two Family Dwelling) to T3 (Suburban). Lots 1 through 27, Blocks 4, 5, 6, 11 through 14, and Block 12, Horizon Country Club Estates Unit One, from R-4 (Single/Two Family Dwelling) to T4 (Urban). Lots 1 through 30, Blocks 1 through 3 and Blocks 17 through 22, Horizon Country Club Estates Unit One, Two, and Three, from R-4 (Single/Two Family Dwelling) and C-1 Commercial, to T5 (Mixed-Use). Lots 1 through 10, Block 16, Horizon Country Club Estates Unit Two, from R-4 (Single/Two Family Dwelling), to be Rezoned to Civic. Authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

15. Discussion and Action: 71

Mayor/Chief Planner

On the Preliminary Subdivision Plat application for Rancho Desierto Bello Unit 19 (Case No. SDP25-0003), legally described as a Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 16.576 acres ±. Application submitted by Applicant/Representative: TRE & Associates.

16. Discussion and Action: 82

Mayor/Chief Planner

On the Final Subdivision Plat application for Rancho Desierto Bello Unit 18 (Case No. SDF25-0002), and to authorize the Mayor to sign the recording plat, legally described as a Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 17.354 acres ±. Application submitted by Applicant/Representative: TRE & Associates.

17. Discussion and Action: 93

Mayor/EDC Executive Director

That the Mayor of Horizon City be authorized to sign a Resolution authorizing and approving the Chapter 380 Economic Incentive Agreement with Kenazo Partners, LLC, regarding the construction of new office facilities within Horizon City, Texas.

18. Discussion and Action:

112

Mayor/EDC Executive Director

That the Mayor of Horizon City be authorized to sign a Resolution of the Horizon City Council authorizing and approving the Performance Agreement with Kenazo Partners, LLC, regarding the construction of new office facilities within Horizon City, Texas.

19. Executive Session

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

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 7/4/25

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, 7/4/25 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

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

**MINUTES
AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, June 10, 2025, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, June 10, 2025 at 6:00 PM**, at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

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

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

2. Open Forum:

Horizon City resident, Carol Hambric spoke regarding issues residents living along the Golf Course area are having the stray golf balls. Horizon City resident, Samuel Scott, spoke regarding issues residents living along the Golf Course area are having the stray golf balls. Horizon City resident, Hector Reyes spoke regarding a code enforcement issue he is having regarding his rockwall and his neighbor's pergola.

CONSENT AGENDA

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

3. Approval of Minutes from:

5/12/25 Special City Council Meeting and 5/13/25 Regular City Council Meeting.

4. Discussion and Action:

Mayor/Chief Planner

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

5. Discussion and Action:

Mayor/Chief Planner

On the appointment of Jennifer Parker by Alderman Matthew Gardea (Place 6) to the Planning and Zoning Commission.

6. Discussion and Action:

Mayor/Chief Planner

On the appointment of Alex Barrios by Alderman Ruben Mendoza (Place 7) to the Planning and Zoning Commission.

7. Request to Excuse Absent Council Members:

8. Approval of Consent Agenda Items:

A motion was made by Council Member Gardea and seconded by Council Member Avila to approve the consent agenda with a correction to the May 12, 2025 Special Council Meeting Minutes (Item #3) adding language to Item #9 that reflects the 2nd motion made by City Council Member Rosie Ortega nominating City Council Member Gardea as Mayor Pro Tem. The CITY CLERK polled the Council: G. ORTEGA – Aye; QUIROZ – Aye; R. ORTEGA – Aye; AVILA – Aye; AMES - Aye; GARDEA – Aye; MENDOZA – Absent. Motion passed.

A 2nd motion was made by Council Member Gardea and seconded by Council Member Avila to delete Item #6 and excuse City Council Member Mendoza's absence. The CITY CLERK polled the Council: G. ORTEGA – Aye; QUIROZ – Aye; R. ORTEGA – Aye; AVILA – Aye; AMES - Aye; GARDEA – Aye; MENDOZA – Absent. Motion passed.

A 3rd motion was made by Council Member Gardea and seconded by Council Member Avila to pull item #5 from consent and heard under the regular agenda. The CITY CLERK polled the Council: G. ORTEGA – Aye; QUIROZ – Aye; R. ORTEGA – Aye; AVILA – Aye; AMES - Aye; GARDEA – Aye; MENDOZA – Absent. Motion passed.

REGULAR AGENDA

5. **Discussion and Action:**

Mayor/Chief Planner

On the appointment of Jennifer Parker by Alderman Matthew Gardea (Place 6) to the Planning and Zoning Commission.

City Council Member Gardea spoke regarding this item.

A motion was made by Council Member Gardea and seconded by Council Member Quiroz to approve the appointment of Jennifer Parker by Alderman Matthew Gardea (Place 6) to the Planning and Zoning Commission. The CITY CLERK polled the Council: G. ORTEGA – Aye; QUIROZ – Aye; R. ORTEGA – Aye; AVILA – Aye; AMES - Aye; GARDEA – Aye; MENDOZA – Absent. Motion passed.

9. **PRESENTATION:**

Mayor/Council Member Avila

Presentation by Xavi Perez of Borderland Community Adventures, a non-profit organization, on the benefits of cycling.

Xavi Perez and Monica Lozoya of Borderland Community Adventures spoke regarding this item.

10. **Discussion and Action:**

Mayor/CIP Manager

On an update on the Capital Improvement Program.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Council Member G. Ortega and seconded by Council Member Gardea to accept the report as presented. The CITY CLERK polled the Council: G. ORTEGA – Aye; QUIROZ – Aye; R. ORTEGA – Aye; AVILA – Aye; AMES - Aye; GARDEA – Aye; MENDOZA – Absent. Motion passed.

11. **Discussion and Action:**

Mayor/CIP Manager

On the approval of Change Order No. 7 to Dantex General Contractors for an amount not to exceed \$13,528.42 for the Municipal Facilities Phase 1 Project (Solicitation 23-101).

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Council Member Quiroz and seconded by Council Member G. Ortega to approve Change Order No. 7 to Dantex General Contractors for an amount not to exceed \$13,528.42 for the Municipal Facilities Phase 1 Project (Solicitation 23-101). The CITY CLERK polled the Council: G. ORTEGA – Aye; QUIROZ – Aye; R. ORTEGA – Aye; AVILA – Aye; AMES - Aye; GARDEA – Aye; MENDOZA – Absent. Motion passed.

12. **PUBLIC HEARING:**

Mayor/Finance Director

2nd 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.

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

13. **Discussion and Action:**

Mayor/Finance Director

2nd 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.

Finance Director, Lily Gaytain spoke and answered Council questions.

A motion was made by Council Member Gardea and seconded by Council Member Quiroz to approve the ordinance amending Ordinance No. 0313 of the Town of Horizon City, adopting the municipal budget for the 2024-2025 fiscal year, to allow for the transfer of funds in the 2025 Planning Department Budget. The CITY CLERK polled the Council: G. ORTEGA – Aye; QUIROZ – Aye; R. ORTEGA – Aye; AVILA – Aye; AMES - Aye; GARDEA – Aye; MENDOZA – Absent. Motion passed.

Items #14 and #15 were taken together.

14. **Discussion and Action:**

Mayor/EDC Executive Director

That the Mayor or his designee be authorized to negotiate and the Mayor be authorized to sign a Chapter 380 Economic Development Performance Agreement between the Town of Horizon City (the "City") and Kenazo Partners, LLC. (the "Applicant"), regarding Applicant's construction of commercial office facilities at Horizon City, Texas. Pursuant to the Agreement, Applicant will invest a minimum of \$6.7 million dollars to construct a 36,000 square-foot office development. In exchange, the City will provide incentives not to exceed \$74,614.00 paid over 5 years.

15. **Discussion and Action:**

Mayor/EDC Executive Director

That the President of the Horizon Economic Development Corporation's Board of Directors be allowed to sign a Resolution of the Board of Directors of the Town of Horizon City Type 4B Economic Development Corporation, Texas non-profit corporation, and a Type B Economic Development Corporation, authorizing and approving the Performance Agreement with Kenazo Partners, LLC, regarding the construction of new office facilities within Horizon City, Texas; and providing for an immediate effective date.

City Clerk, Elvia Schuller informed City Council that staff requested deletion on Items #14 and #15.

A motion was made by Council Member Gardea and seconded by Council Member Quiroz to delete Items #14 and #15 as requested by staff. The CITY CLERK polled the Council: G. ORTEGA – Aye; QUIROZ – Aye; R. ORTEGA – Aye; AVILA – Aye; AMES - Aye; GARDEA – Aye; MENDOZA – Absent. Motion passed.

16. **Discussion and Action:**

Mayor/Chief Vargas

Approve and authorize the mayor to sign a proposed Licensing Data Migration Pricing agreement from Granicus (SmartGov) for services and support, totaling \$12,593.14 for one year.

IT Specialist, Josue Mendoza spoke regarding this item.

A motion was made by Council Member G. Ortega and seconded by Council Member R. Ortega approve and authorize the mayor to sign a proposed Licensing Data Migration Pricing agreement from Granicus (SmartGov) for services and support, totaling \$12,593.14 for one year. The CITY CLERK polled the Council: G. ORTEGA – Aye; QUIROZ – Aye; R. ORTEGA – Aye; AVILA – Aye; AMES - Aye; GARDEA – Aye; MENDOZA – Absent. Motion passed.

17. **PUBLIC HEARING:**

Mayor/Chief Planner

2nd 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.

Chief Planner, Art Rubio and Able City Rep, Carlos Gallinar spoke regarding this item. Horizon City Resident, Isela Aguirre spoke regarding this item.

18. **Discussion and Action:**

Mayor/Chief Planner

2nd 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.

Able City Rep, Carlos Gallinar spoke regarding this item and answered Council questions.

A motion was made by Council Member Avila and seconded by Council Member Quiroz approve the 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. The CITY CLERK polled the Council: G. ORTEGA – Aye; QUIROZ – Aye; R. ORTEGA – Aye; AVILA – Aye; AMES - Aye; GARDEA – Aye; MENDOZA – Absent. Motion passed.

19. **Discussion and Action:**

Mayor/Chief Planner

On a Resolution authorizing the Mayor or his designee to negotiate and the Mayor to sign a Park Developer Participation Agreement between the Town of Horizon City and Viva Land Ventures, LP to accept parkland improvements to Sabio and Claret Cup Parks in lieu of dedication or fees to satisfy parkland requirements for Rancho Desierto Bello Units 18 to 21. Park improvements total cost estimate is \$845,000.00, with a contribution of \$597,000.00 from Viva Land Ventures and \$248,000.00 from the Town of Horizon City.

Chief Planner, Art Rubio spoke regarding this item.

A motion was made by Council Member Avila and seconded by Council Member Gardea approve the resolution authorizing the Mayor or his designee to negotiate and the Mayor to sign a Park Developer Participation Agreement between the Town of Horizon City and Viva Land Ventures, LP to accept parkland improvements to Sabio and Claret Cup Parks in lieu of dedication or fees to satisfy parkland requirements for Rancho Desierto Bello Units 18 to 21. Park improvements total cost estimate is \$845,000.00, with a contribution of \$597,000.00 from Viva Land Ventures and \$248,000.00 from the Town of Horizon City. The CITY CLERK polled the Council: G. ORTEGA – Aye; QUIROZ – Aye; R. ORTEGA – Aye; AVILA – Aye; AMES - Aye; GARDEA – Aye; MENDOZA – Absent. Motion passed.

Council Member Gardea requested this item be brought back for discussion and reconsideration after Item #23 was taken.

A motion was made by Council Member Gardea and seconded by Council Member Avila to revisit item #19 after Item #23 for further discussion and reconsideration. The CITY CLERK polled the Council: G. ORTEGA – Aye; QUIROZ – Aye; R. ORTEGA – Aye; AVILA – Aye; AMES - Nay; GARDEA – Aye; MENDOZA – Absent. Motion passed.

After the City Clerk, Elvia Schuller, read the item language for the record, Chief Planner, Art Rubio spoke and answered Council questions.

A motion was made by Council Member Gardea and seconded by Council Member Avila approve the resolution authorizing the Mayor or his designee to negotiate and the Mayor to sign a Park Developer Participation Agreement between the Town of Horizon City and Viva Land Ventures, LP to accept parkland improvements to Sabio and Claret Cup Parks in lieu of dedication or fees to satisfy parkland requirements for Rancho Desierto Bello Units 18 to 21. Park improvements total cost estimate is \$845,000.00, with a contribution of \$597,000.00 from Viva Land Ventures and \$248,000.00 from the Town of Horizon City. The CITY CLERK polled the Council: G. ORTEGA – Aye; QUIROZ – Aye; R. ORTEGA – Aye; AVILA – Aye; AMES - Aye; GARDEA – Aye; MENDOZA – Absent. Motion passed.

20. Discussion and Action:

Mayor/Chief Planner

This item was postponed at the 4/8/25 and 5/13/25 Regular City Council Meetings.

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.

Chief Planner, Art Rubio spoke regarding this item.

A motion was made by Council Member Quiroz and seconded by Council Member Gardea approve the Preliminary Subdivision Plat applications for Rancho Desierto Bello Unit 18 (Case No. SDP25-0001). The CITY CLERK polled the Council: G. ORTEGA – Aye; QUIROZ – Aye; R. ORTEGA – Aye; AVILA – Aye; AMES - Aye; GARDEA – Aye; MENDOZA – Absent. Motion passed.

Items #21 and #22 were taken together.

21. Discussion and Action:

Mayor/Chief Planner

On the **Final Subdivision Plat** application for **Rancho Desierto Bello Unit 16 (Case No. SDO25-0001)** to reaffirm approval and to allow recording of the plat prior to the completion of all required improvements secured by sufficient bond. The subject property is legally described as a Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 21.481 acres ±. Application submitted by TRE & Associates, LLC.

22. **Discussion and Action:**

Mayor/Chief Planner

On a **Resolution for Rancho Desierto Bello Unit 16 Subdivision Plat** to authorize the issuance of conditional building permits for eleven (11) new residential structures.

City Clerk, Elvia Schuller informed Council that the applicant requested postponement of items #21 and #22 until the next Regular City Council meeting.

A motion was made by Council Member Gardea and seconded by Council Member R. Ortega to postpone items #21 and #21 until the next Regular City Council meeting as requested by the applicant. The CITY CLERK polled the Council: G. ORTEGA – Aye; QUIROZ – Aye; R. ORTEGA – Aye; AVILA – Aye; AMES - Aye; GARDEA – Aye; MENDOZA – Absent. Motion passed.

23. **Discussion and Action:**

Mayor/Chief Planner

On the **acceptance** of the substantial completion of **Rodman St Roadway Improvements** as constructed with the Kenazo Estates Unit Two for maintenance and to accept the required maintenance bond and to release the performance bond.

Chief Planner, Art Rubio spoke regarding this item.

A motion was made by Council Member Avila and seconded by Council Member Ames to approve the **acceptance** of the substantial completion of **Rodman St Roadway Improvements** as constructed with the Kenazo Estates Unit Two for maintenance and to accept the required maintenance bond and to release the performance bond. The CITY CLERK polled the Council: G. ORTEGA – Aye; QUIROZ – Aye; R. ORTEGA – Aye; AVILA – Aye; AMES - Aye; GARDEA – Aye; MENDOZA – Absent. Motion passed.

24. **Executive Session**

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

ADJOURNMENT

A motion was made by Council Member Avila and seconded by Councilman Gardea to adjourn at 8:19 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Andres Renteria, Mayor

Town of Horizon City Capital Improvement Program

July 8, 2025
Council Meeting

Municipal Facilities Phase 1

- Site work continues
 - Concrete curbs and road preparation as areas become available.
 - Sewer line work continues
 - Canopy and sidewalks at main entrance scheduled for₁₁ mid-July.

Municipal Facilities Phase 1

- Vertical Construction
 - Work continues on both buildings
- Project currently on schedule

Municipal Facilities Phase 1



Images taken on July 2 and 3, 2025.

Municipal Facilities Phase 1



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Images taken on July 3, 2025

Federally- & State-Funded Project Updates

N. Darrington Reconstruction - Background

Project Rationale:

- Darrington Rd. is a major arterial and key economic development corridor for Horizon City
- Roadway's condition warranted reconstruction
- Drainage improvements are necessary
- Darrington provides access to the TOD area
- Darrington and Horizon intersection were evaluated as part of the Horizon corridor study and TXDOT proposed to segregate intersection improvements to consolidate improvements and implement a major project within the Horizon Corridor study.

N. Darrington Reconstruction - Background

Project scope:

Roadway reconstruction from Eastlake to Pawling. Includes **drainage improvements** and construction of **new pond and installation of storm sewer.**

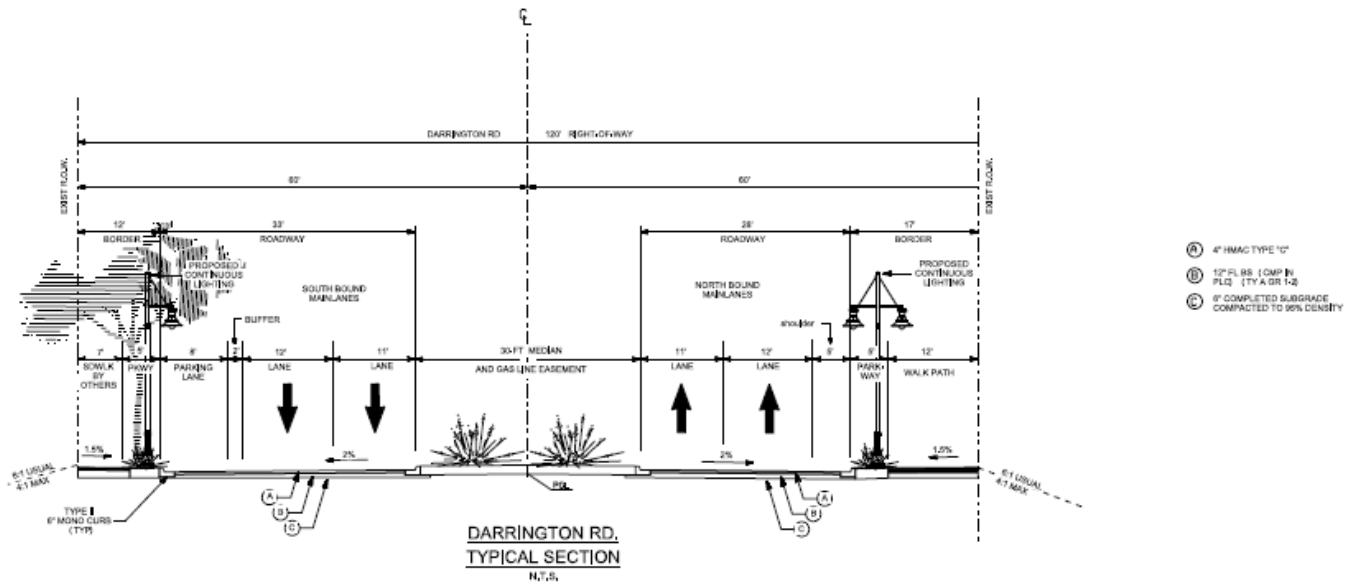
18

Parkway improvements include **landscaping**, mailbox replacement and **continuous lighting.**

Walking path installation along northbound side of right-of-way is also included.

Minimal landscaping on median due to Texas Gas Service easement over their high-pressure line.

N. Darrington Reconstruction



TOWN OF HORIZON CITY

DARRINGTON ROAD
ROADWAY IMPROVEMENT

N. Darrington Reconstruction - Funding

- Staff working on necessary steps to apply for SIB loan.
- Re-evaluating funding mechanism for SIB loan



22

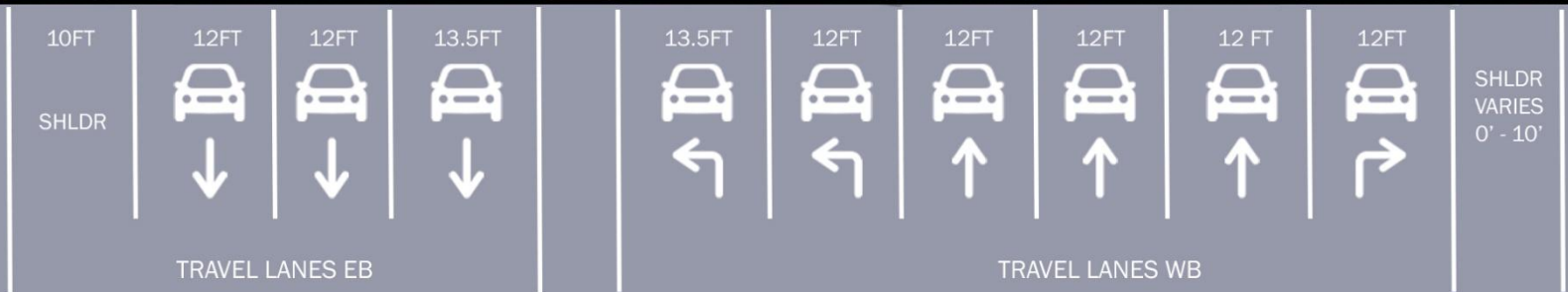
HORIZON/DARRINGTON RECONSTRUCTION (TOP VIEW)

CSJ: 0924-06-587

OMEGA
ENGINEERS, INC.



N. Darrington Reconstruction



FM-1281 (HORIZON BLVD)

HORIZON/DARRINGTON RECONSTRUCTION (EAST)
CSJ: 0924-06-587

OMEGA
 ENGINEERS, INC.



N. Darrington Reconstruction



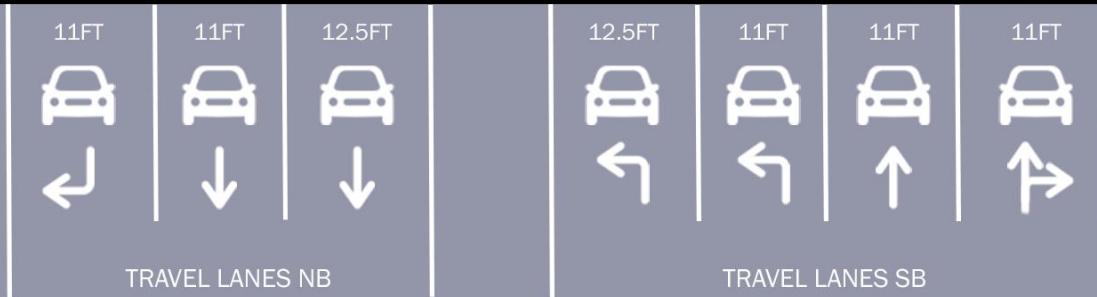
HORIZON/DARRINGTON RECONSTRUCTION (EAST)

CSJ: 0924-06-587

OMEGA
ENGINEERS, INC.



N. Darrington Reconstruction



DARRINGTON RD

HORIZON/DARRINGTON RECONSTRUCTION (NORTH)

CSJ: 0924-06-587

OMEGA
ENGINEERS, INC.



N. Darrington Reconstruction



DARRINGTON RECONSTRUCTION (NORTH)
CSJ: 0924-06-587

OMEGA
ENGINEERS, INC.



N. Darrington Reconstruction



FM 1281 (HORIZON BLVD) SHARE USE PATH
CSJ: 0924-06-587

OMEGA
ENGINEERS, INC.



N. Darrington/Horizon Blvd. Reconstruction

- Shared Use Path cut and fill
- Speedway driveway improvements
- Illumination pole foundations

N. Darrington/Horizon Blvd. Reconstruction

Horizon Blvd. Phase 3 underway

- Working on rip rap

Rodman Shared Use Path (SUP)

- Meeting with TXDOT for construction coordination
- Scheduling NTP to contractor: Hawk Construction



TIRZ/TOD Update

Dilley, Delake and Transit Plaza

- Design has begun - design budget from HUD \$1.7 million
- Coordinating with stakeholders
 - HRMUD – project includes design for water and wastewater lines
 - ETA – El Paso Transportation Authority, as a transit provider is proposed as the transit operator who will utilize the transit plaza

Town of Horizon City Capital Improvement Program

July 8, 2025
Council Meeting

RESOLUTION

TOWN OF HORIZON CITY, TEXAS

WHEREAS, on April 9, 2019, the City Council of the Town of Horizon City (“City”) approved Ordinance No. 00251 granting El Paso Electric Company (“EPEC”) a franchise to operate its electric utility business with the Town of Horizon City;

WHEREAS, Ordinance No. 00251 (“Franchise”) provides that the City shall have the power at any time to require EPEC to change the route and position of its transmission or distribution facilities such as poles, lines, conduits or other related construction located within the City limits pursuant to the terms of Section 2(d) captioned “ Police Power”;

WHEREAS, the City has entered into an agreement with the Texas Department of Transportation (“TxDOT”) for a roadway project known as The Town of Horizon N. Darrington Reconstruction (“Project”);

WHEREAS, pursuant to the Funding Agreement signed between the City and TxDOT the City is responsible for the relocation of an underground electric line and other existing utility facilities necessitated by the Project;

WHEREAS, the City has requested that EPEC relocate an underground utility line and other existing utility facilities to accommodate the Project as required by the Franchise; and

WHEREAS, EPEC has requested the City approve a resolution making the findings necessary to require EPEC to bear the expense of the utility relocation.

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

1. The North Darrington Reconstruction Project (CJS 0924-06-587) is a joint project of the Town and Horizon City and the Texas Department of Transportation pursuant to the terms of Advance Funding Agreement signed on _____ and ratified on March ____ 2023 to correct a clerical error.
2. Pursuant to the terms of the Advance Funding Agreement the City is responsible for the relocation of utilities necessitated by the Project.
3. The City has determined it is necessary to relocate the underground electric line and other EPEC facilities in order to properly construct and relocate N. Darrington Road which is a major roadway in the City.

4. EPEC is not entitled to reimbursement for the expenses necessary to relocate the underground electric line and other utility facilities because:
 - a. The expense is **not** reimbursable or payable to EPEC or to the City by the State of Texas, the United States, or any agency or subdivision of either, or by any party, whether directly or indirectly; and
 - b. The move is **not** for the benefit and convenience of or at the request of a third party, including a private developer or development, except any third-party public entity as may be required by applicable law.
5. The City shall not be liable to EPEC for any damages to poles, lines, conduits or other construction occurring in the change of the grade of streets, alleys or public places after notice to EPEC has been provided.
6. City staff and consultants will consult and confer with EPEC regarding the relocation needed and provide the written instructions requested by EPEC.

SIGNED AND APPROVED the ____ day of July ____, 2025.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borund Firth, City Attorney



El Paso Electric Company
P.O. Box 982
El Paso, Texas 79960

June 17, 2025

Mr. Joshua Tavaréz

Subject: Town of Horizon N. Darrington Reconstruction Project
Darrington Rd (From Horizon Blvd to Eastlake Blvd)

Dear Mr. Tavaréz,

This letter is in response to your request regarding proposed improvements at **Town of Horizon N. Darrington Reconstruction Project** by the Town of Horizon. As we have discussed, the Town of Horizon is proposing to install **utilities and perform roadway construction in the area**. El Paso Electric Company (EPE) has **an underground electric line within the project area**.

As per the Franchise Agreement between the Town of Horizon and El Paso Electric Company, please provide EPE with a letter from the Town of Horizon where the City council shall find by resolution that EPE must make changes to its existing electrical facilities that are in conflict with the City's proposed project and please detail the changes needed. The letter from the City also needs to include information regarding whether or not this proposed project is receiving funds from any other sources described as follows: EPE shall be entitled to be paid for its costs and expenses of any relocation, raising or lowering of its wires or cables required by the

Town if such expenses or costs are reimbursable or payable to the Company or to the Town by the State of Texas, the United States, or any agency or subdivision of either, or by any other party, whether directly or indirectly, or such move is at the request of a third party.

Please do not hesitate to call me at (915) 251-5001 if you have any questions.

Sincerely,

Ryeon Natividad
Project Manager - Distribution
El Paso Electric Co.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: July 3, 2025

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager *TQ*

SUBJECT: **Regarding a Resolution making findings required by Ordinance No. 00251 (EPEC Franchise) to require EPEC to relocate an underground electric line and other utility facilities at their expense to accommodate the N. Darrington Road Relocation Project.**

Background

During construction of N. Darrington Rd., the contractor identified an existing El Paso Electric conduit line that conflicts with the proposed storm drain near 19023 N. Darrington Rd.. Since portions of the storm sewer have been installed on both sides of the conflict, adjustments to the flow line are not feasible. Horizon City, through TXDOT, advised El Paso Electric Company, that per the franchise agreement, any utility relocations for City projects must be completed at El Paso Electric Company's cost.

Per Ordinance No 00251, which grants El Paso Electric a franchise agreement within Horizon City, the City can require utility relocations after the City Council finds, "by resolution, that such change is necessary in the closing, opening, or relocating of streets or alleys, or water or sewer lines, to the extent that they are a part of a city project" (Section 2, paragraph d) when these costs are not reimbursable by another entity.

In the attached letter from El Paso Electric, the utility requests Council's resolution to begin construction. The utility has completed the design to make the necessary adjustments.

Item Description

This resolution articulates the findings as required by the ordinance to require the utility's relocation of their facilities for the N. Darrington Rd. reconstruction project and will be used to support the City's request to El Paso Electric.

Requested Action

Staff recommends approval of the resolution.

Fiscal Impact

This resolution does not affect the City's cost for the project. However, absent the resolution, and the enforcement of the franchise agreement, the City could be required to pay the utility's costs for relocating their facilities.

Attachments: Resolution, Letter from El Paso Electric

RESOLUTION

That the Mayor is authorized to approve, in consultation with the City Attorney and the Chief Financial Officer, minor Amendments to the Professional Services Agreement (AIA Document B101-2007) between the Town of Horizon City and EXIGO Architecture, L.L.C. dated February 18, 2020; provided each such amendment shall not exceed the amount of \$10,000.00 and the total amount of such amendments shall not exceed \$50,000.00.

PASSED AND APPROVED THE _____ DAY OF JULY 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: July 3, 2025

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager *TQ*

SUBJECT: **Regarding a Resolution authorizing that the Mayor be authorized to approve, in consultation with the City Attorney and the Chief Financial Officer, minor amendments to the Professional Services Agreement (AIA Document B101-2007) between the Town of Horizon City and EXIGO Architecture, L.L.C. dated February 18, 2020; provided each such amendment shall not exceed the amount of \$10,000.00 and the total amount of such amendments shall not exceed \$50,000.00.**

Background

City Council approved an agreement with Exigo Architecture, LLC on February 18, 2020. This agreement was in AIA document B101-2007 format to comply with federal requirements because, at the time of the agreement, the City anticipated using federal funds for the design and construction of the Municipal Facilities buildings.

Since the agreement followed a different format than the usual design services agreements, the agreement did not include a provision to authorize the Mayor to approve minor amendments to the agreement to allow the intent of the design and project to continue. Language such as this is customary in most of the City's agreements since it facilitates progress on projects.

Item Description

This resolution authorizes the Mayor, in consultation with the City Attorney and Chief Financial Officer, to approve minor amendments to the design agreement with Exigo for the Municipal Facilities project. Each amendment must be \$10,000 or less and the total amount of the minor amendments shall not exceed \$50,000.

Requested Action

Staff recommends approval of this resolution.

Fiscal Impact

This resolution does not have a fiscal impact on its own, however, the individual approvals will increase the cost of the project based on the individual amendment amounts. The maximum fiscal impact based on the authority granted to the Mayor is \$50,000. Amendments approved by the Mayor would be funded through the Municipal Facilities project.

Attachments: Resolution

RESOLUTION

TOWN OF HORIZON CITY, TEXAS

WHEREAS, on September 10, 2024, the Town of Horizon City (“City”) entered into an Interlocal Cooperation Agreement between the City and the Texas A&M Transportation Institute ("TTI") by which TTI will provide the City with various transportation studies, research, evaluations and other transportation services as needed;

WHEREAS, TTI desires to replace the Interlocal Cooperation Agreement with a new form that will require the use of Task Orders when the City requests services from TTI and changes the term of the Interlocal Cooperation Agreement; and

WHEREAS, the City desires to continue the working relationship with TTI and agrees that the use of Task Orders and the change in the term of the International Cooperation Agreement is beneficial to the City.

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

That the Mayor is authorized to sign a new Interlocal Cooperation Agreement with TTI to replace the one signed on September 10, 2024, to allow for the use of Task Orders and to extend the term to June 14, 2029.

SIGNED AND APPROVED the ____ day of July ____, 2025.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borund Firth, City Attorney

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Lily Gaytan, Finance Director

CC: File

DATE: July 8, 2025

RE: BUDGET CALENDAR FY2026

The Fiscal Year 2026 Budget Calendar Dates are as follows:

- August 5, 2025 - Budget Workshop
- August 26, 2025 - Public Hearing on Budget
- September 9, 2025 - Public Hearing on Property Tax Rate
- September 9, 2025 – Final Vote to Adopt the Budget

ORDINANCE NO. _____

2025 BUDGET AMENDMENT NO. 03

AN ORDINANCE AMENDING ORDINANCE NO. 0313 (AMENDMENT NO. 03) 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 PARK IMPROVEMENTS; 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 No. 3
General Fund

<u>Account</u>	<u>Current Budgeted Amount</u>	<u>Amendment</u>	<u>Revised Budgeted Amount</u>
Stormwater Department			
01-511-5080 Travel	\$ 2,196.00	\$ (2,196.00)	\$ -
01-511-5410 Contract Labor	32,941.00	(32,941.00)	-
01-511-5610 Rents - Equipment	3,185.00	(2,800.00)	385.00
01-511-5650 Maintenance - Rock walls and Fencing	8,784.00	(8,784.00)	-
01-507-6021 Equipment - Stormwater Management	33,177.00	(33,177.00)	-
Total Stormwater Department	\$ 80,283.00	\$ (79,898.00)	\$ 385.00
Streets Department			
01-504-5080 Travel	\$ 1,647.00	\$ (1,647.00)	\$ -
01-504-5220 Materials & Supplies	3,843.00	(1,665.00)	2,178.00
01-504-5230 Street Signs	2,665.00	(2,000.00)	665.00
01-504-5250 Office Supplies	769.00	(500.00)	269.00
01-504-5260 Furniture & Equipment < \$2,500	9,553.00	(6,000.00)	3,553.00
01-504-5410 Contract Labor	5,330.00	(4,000.00)	1,330.00
01-504-5500 Maintenance - Surfaces	14,311.00	(14,000.00)	311.00
01-504-5540 Maintenance - Bldg	1,098.00	(1,200.00)	(102.00)
01-504-5550 Maintenance - Equipment	37,312.00	(30,000.00)	7,312.00
01-504-5590 Telephone & Communications	4,393.00	(500.00)	3,893.00
01-504-5610 Rents - Equipment	1,208.00	(500.00)	708.00
01-504-5640 Software Licensing	439.00	(400.00)	39.00
01-504-5650 Maintenance - Rock walls and Fencing	3,843.00	(3,800.00)	43.00
01-507-6024 Equipment - Streets	50,000.00	(50,000.00)	-
Total Streets Department	\$ 136,411.00	\$ (116,212.00)	\$ 20,199.00
Parks Department			
01-507-6348 Construction - Contracted (Parks)	\$ 9,412.00	\$ 196,110.00	205,522.00
Total Parks Department	\$ 9,412.00	\$ 196,110.00	\$ 205,522.00

RANCHO DESIERTO BELLO UNIT SIXTEEN

A PORTION OF LEIGH CLARK SURVEY No. 297,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 21.481 ACRES ±

PROPOSED LAND USE
RESIDENTIAL

RESIDENTIAL LOTS = 74
POND LOTS = 1

SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL
DISTRICT

DEDICATION

VIVA LAND VENTURES, LP, 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 out and designated, including easements for overhang 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.

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 plot are true and complete.

Witness my signature this _____ day of _____ 2025.

Greg DiDonna, President
VIVA LAND VENTURES, LP

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared Greg DiDonna, President, VIVA LAND VENTURES, LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed for the purpose and consideration herein expressed.

Given under my hand and seal of office this _____ day of _____ 2025.

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 _____ 2025.

Accepted and adopted by the City Council of Town of Horizon City this _____ day of _____ 2025.

Elvia Schuller, City Clerk

Andres Renteria, Mayor

Approved for filing this _____ day of _____ 2025.

HUITT-ZOLLARS, INC. (Town Engineer)
by Floyd Johnson, P.E.,
Vice President

FILING

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this _____ day of _____ 2025, in Volume _____ of the Plat Records,
Page _____, File No. _____

County Clerk

by Deputy

Subdivision Improvement Plans
prepared by and under the supervision
of TRE & Associates, LLC

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 Surveying
and Technical Standards.

ROBERTO S. ROMERO, P.E.
Licensed Professional Engineer
Texas License No. 114517

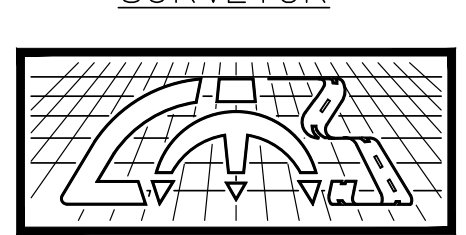
LARRY L. DREWES, R.P.L.S.
Registered Professional Land Surveyor
Texas License No. 4869

ENGINEER



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

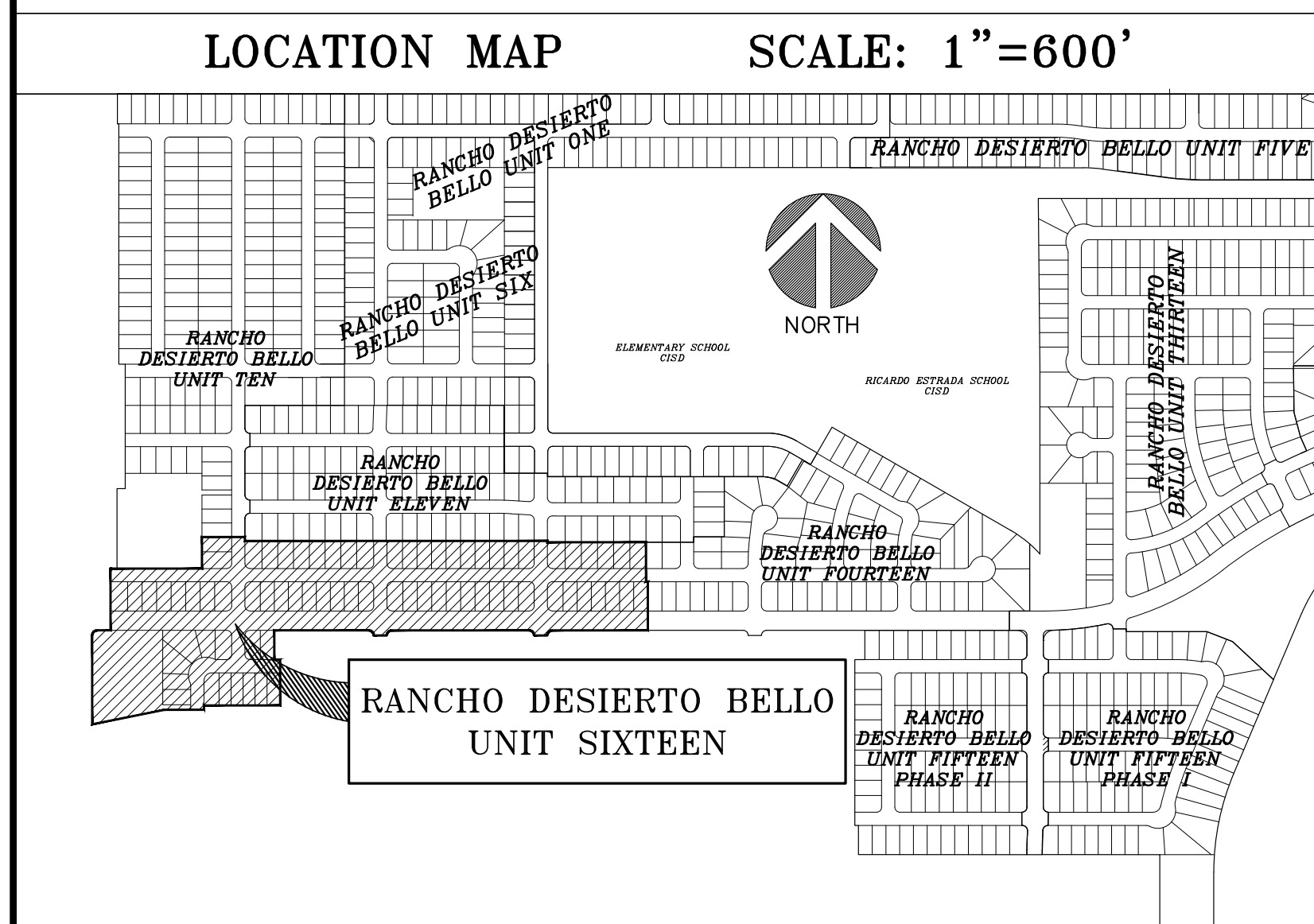
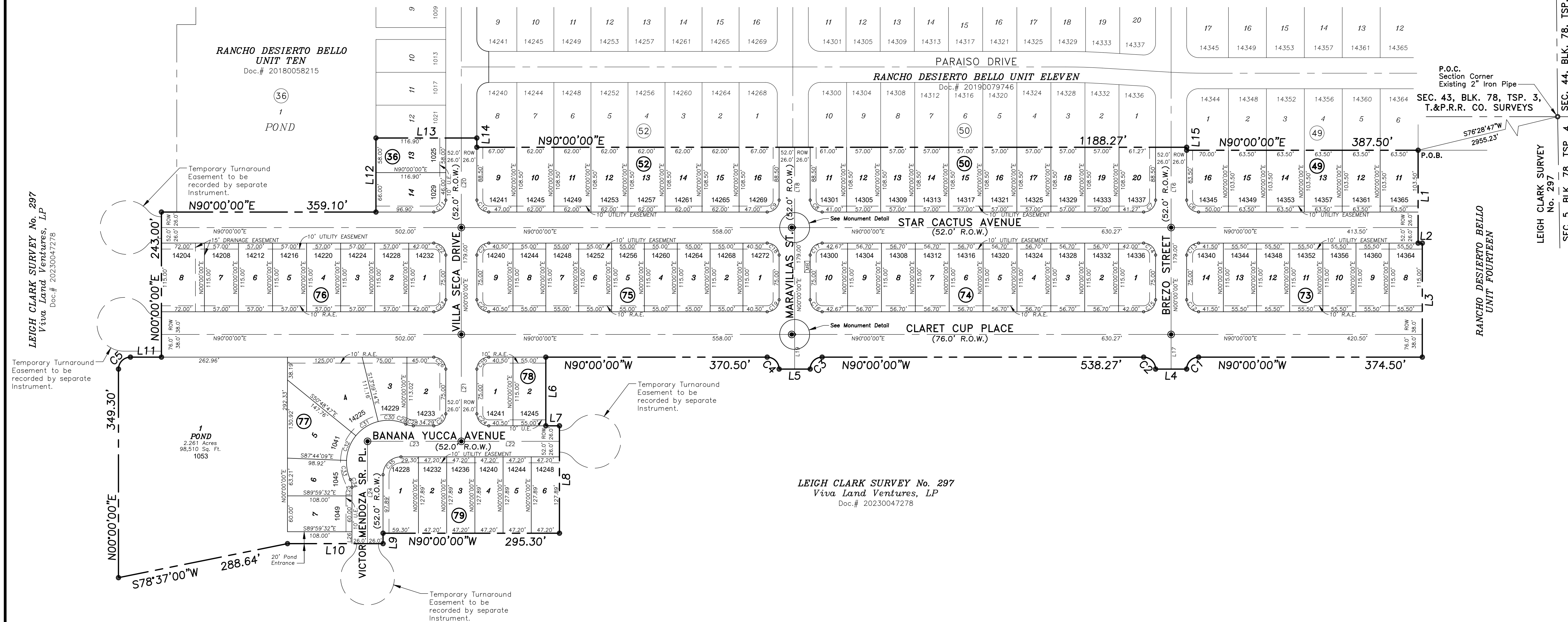
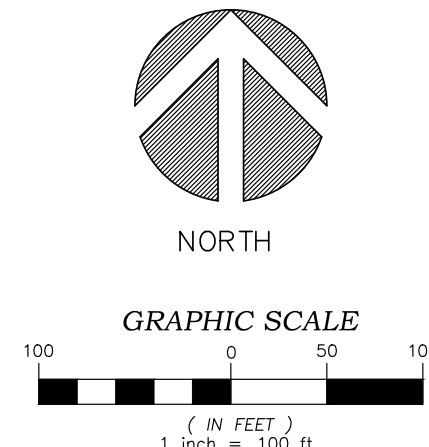
SURVEYOR



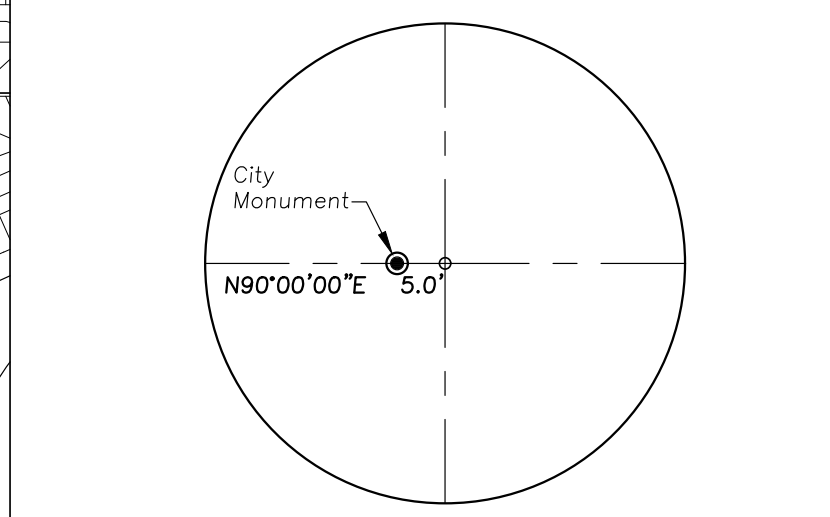
Land-Mark Professional
Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm
Registration Number: 10125900
email: Lorry@land-marksurvey.com
"Serving Texas, New Mexico
and Arizona"

LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- STREET CENTERLINE
- EASEMENT LINE
- U.S. POSTAL SERVICE COLLECTION BOX UNITS
- ⑦ BLOCK NUMBER
- 12 LOT NUMBER
- 14572 ADDRESS
- PROPOSED CITY MONUMENT
- R.A.E. RESTRICTIVE ACCESS EASEMENT
- U.E. UTILITY EASEMENT



MONUMENT DETAIL



BENCHMARK
CITY MONUMENT AT THE CENTERLINE INTERSECTION OF
MARAVILLAS STREET AND PARAISO DRIVE.
ELEVATION 4011.29' (NAVD 88 DATUM)

RANCHO DESIERTO BELLO UNIT SIXTEEN

A PORTION OF LEIGH CLARK SURVEY No. 297,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 21.481 ACRES ±

METES & BOUNDS DESCRIPTION

COMMENCING, for reference, at an existing 2-inch iron pipe located at the common east corner of Section 43, Block 76, Township 3, Texas and Pacific Railroad Company Surveys and Leigh Clark Survey No. 297; THENCE, South 76°26'47" West, a distance of 295.23 feet to a point lying in the southerly boundary line of Rancho Desierto Bello Unit Eleven, for a corner of this parcel and the POINT OF BEGINNING of this parcel description;

THENCE, South 00°00'00" East, departing said boundary line of Rancho Desierto Bello Unit Eleven, a distance of 155.50 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" East, a distance of 7.00 feet to a point, for a corner of this parcel;

THENCE, South 00°00'00" East, a distance of 191.00 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" West, a distance of 374.50 feet to a point, for a corner of this parcel;

THENCE, Southwesterly with the arc of a curve to the left, 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" West, a distance of 28.28 feet;

THENCE, North 90°00'00" West, a distance of 52.00 feet to a point, for a corner of this parcel;

THENCE, Northwesterly with the arc of a curve to the left, 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" West, a distance of 28.28 feet;

THENCE, North 90°00'00" West, a distance of 538.27 feet to a point, for a corner of this parcel;

THENCE, Southwesterly with the arc of a curve to the left, 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" West, a distance of 28.28 feet;

THENCE, North 90°00'00" West, a distance of 52.00 feet to a point, for a corner of this parcel;

THENCE, Northwesterly with the arc of a curve to the left, 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" West, a distance of 28.28 feet;

THENCE, North 90°00'00" West, a distance of 370.50 feet to a point, for a corner of this parcel;

THENCE, South 00°00'00" East, a distance of 115.00 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" East, a distance of 22.80 feet to a point, for a corner of this parcel;

THENCE, South 00°00'00" East, a distance of 179.89 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" West, a distance of 295.30 feet to a point, for a corner of this parcel;

THENCE, South 00°00'00" East, a distance of 17.44 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" West, a distance of 160.00 feet to a point, for a corner of this parcel;

THENCE, South 78°37'00" West, a distance of 288.64 feet to a point, for a corner of this parcel;

THENCE, North 00°00'00" East, a distance of 349.30 feet to a point, for a corner of this parcel;

THENCE, Northwesterly with the arc of a curve to the right, 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, a distance of 51.96 feet to a point, for a corner of this parcel;

THENCE, North 00°00'00" East, a distance of 243.00 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" East, with the southerly boundary line of Rancho Desierto Bello Unit Ten, a distance of 124.00 feet to a point, for a corner of this parcel;

THENCE, North 00°00'00" West, continuing with said boundary line of Rancho Desierto Bello Unit Ten, a distance of 168.30 feet to a point in the westerly boundary line of Rancho Desierto Bello Unit Eleven, for a corner of this parcel;

THENCE, South 00°00'00" East, with said boundary line of Rancho Desierto Bello Unit Eleven, a distance of 15.50 feet to a point of the southwesterly corner of said Rancho Desierto Bello Unit Eleven, for a corner of this parcel;

THENCE, North 90°00'00" East, with said southerly boundary line of Rancho Desierto Bello Unit Eleven, a distance of 1188.27 feet to a point, for a corner of this parcel;

THENCE, South 00°00'00" East, continuing with said southerly boundary line of Rancho Desierto Bello Unit Eleven, a distance of 5.00 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" East, continuing with said southerly boundary line of Rancho Desierto Bello Unit Eleven, a distance of 387.50 feet to the POINT OF BEGINNING.

Said parcel contains 21.481 Acres (935,730 Square feet) more or less.

PLAT NOTES AND RESTRICTIONS

- BEARINGS ARE BASED ON UNDERLYING DEED, DOC.# 20230047278.
- = THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENTS LOCATIONS.
- ☐ = THIS SYMBOL REPRESENTS U.S. POSTAL SERVICE COLLECTION BOX UNITS. POSTAL SERVICE WITHIN THE SUBDIVISION WILL BE PROVIDED USING NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
- ACCORDING TO THE FEDERAL EMERGENCY MAPPING AGENCY, FLOOD INSURANCE RATE MAP, PANEL NO. 480212, 0250B, DATED SEPTEMBER 4, 1991, THIS PROPERTY APPEARS TO LIE WITHIN ZONE "X" WHICH BY DEFINITIONS IS NOT A SPECIAL FLOOD HAZARD ZONE.
- ALL UTILITY EASEMENTS ARE 10 FEET WIDE UNLESS OTHERWISE SPECIFIED.
- SET 5/8" REBAR WITH CAP STAMPED "LAND-MARK TX 4869 NM11402" AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
- TAX CERTIFICATE(S) FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT NO. _____ INSTRUMENT NO. _____
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT NO. _____
- THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO RANCHO DESIERTO BELLO UNIT SIXTEEN 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 8-14, BLOCK 73, LOTS 1-10, BLOCK 74, LOTS 1-9, BLOCK 75, LOTS 1-8, BLOCK 76, LOTS 1 & 2, BLOCK 78, LOTS 2-4, BLOCK 77, ABUTTING CLARET CUP PLACE, SHALL BE FROM OTHER DEDICATED STREETS ONLY.

LINE	BEARING	LENGTH
L1	S00°00'00"E	155.50'
L2	N90°00'00"E	7.00'
L3	S00°00'00"E	191.00'
L4	N90°00'00"W	52.00'
L5	N90°00'00"W	52.00'
L6	S00°00'00"E	115.00'
L7	N90°00'00"E	22.80'
L8	S00°00'00"E	179.89'
L9	S00°00'00"E	17.44'
L10	N90°00'00"W	160.00'
L11	N90°00'00"E	51.96'
L12	N00°00'00"W	124.00'
L13	N90°00'00"E	168.90'
L14	S00°00'00"E	15.50'
L15	S00°00'00"E	5.00'
L16	N00°00'00"E	134.50'
L17	N00°00'00"E	58.00'
L18	N00°00'00"E	134.50'
L19	N00°00'00"E	58.00'
L20	N00°00'00"E	150.00'
L21	N00°00'00"E	179.00'
L22	N90°00'00"E	164.30'
L23	N90°00'00"E	157.00'
L24	N00°00'00"E	171.33'
L25	S00°00'00"E	14.62'
L26	S00°00'00"E	20.00'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C2	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C3	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C4	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C5	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C6	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C7	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C8	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C9	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C10	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C11	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C12	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C13	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C14	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C15	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C16	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C17	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C18	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C19	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C20	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C21	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C22	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C23	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C24	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C25	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C26	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C27	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C28	30.00'	10.95'	10.89'	S79°32'22"E	20°55'16"
C29	30.00'	2.02'	2.02'	S67°08'44"E	3°52'00"
C30	70.00'	47.37'	46.47'	N84°35'59"W	38°46'29"
C31	70.00'	44.99'	44.22'	S57°36'00"W	36°49'33"
C32	70.00'	45.11'	44.33'	S20°43'32"W	36°55'22"
C33	70.00'	33.05'	32.74'	S11°15'42"E	27°03'06"
C34	30.00'	12.98'	12.88'	N12°23'38"W	24°47'15"
C35	30.00'	47.12'	42.43'	S45°00'00"W	90°00'00"

BLOCK & LOT #	SQ. FT.	ACRES
Block 36, Lot 13	6,780	0.156
Block 36, Lot 14	7,630	0.175
Block 49, Lot 11	6,572	0.151
Block 49, Lot 12	6,572	0.151
Block 49, Lot 13	6,572	0.151
Block 49, Lot 14	6,572	0.151
Block 49, Lot 15	6,572	0.151
Block 49, Lot 16	7,159	0.164
Block 50, Lot 11	6,533	0.150
Block 50, Lot 12	6,184	0.142
Block 50, Lot 13	6,184	0.142
Block 50, Lot 14	6,184	0.142
Block 50, Lot 15	6,185	0.142
Block 50, Lot 16	6,185	0.142
Block 50, Lot 17	6,185	0.142
Block 50, Lot 18	6,185	0.142
Block 50, Lot 19	6,184	0.142
Block 50, Lot 20	6,562	0.151
Block 52, Lot 09	7,184	0.165
Block 52, Lot 10	6,727	0.154
Block 52, Lot 11	6,727	0.154
Block 52, Lot 12	6,727	0.154
Block 52, Lot 13	6,727	0.154
Block 52, Lot 14	6,727	0.154
Block 52, Lot 15	6,727	0.154
Block 52, Lot 16	7,184	0.165
Block 73, Lot 08	6,383	0.147
Block 73, Lot 09	6,383	0.147
Block 73, Lot 10	6,383	0.147
Block 73, Lot 11	6,383	0.147
Block 73, Lot 12	6,383	0.147
Block 73, Lot 13	6,383	0.147
Block 73, Lot 14	6,901	0.158
Block 74, Lot 01	6,958	0.160
Block 74, Lot 02	6,521	0.150
Block 74, Lot 03	6,521	0.150
Block 74, Lot 04	6,521	0.150
Block 74, Lot 05	6,521	0.150

BLOCK & LOT #	SQ. FT.	ACRES
Block 74, Lot 06	6,521	0.150
Block 74, Lot 07	6,521	0.150
Block 74, Lot 08	6,521	0.150
Block 74, Lot 09	6,521	0.150
Block 74, Lot 10	7,035	0.162
Block 75, Lot 01	6,786	0.156
Block 75, Lot 02	6,325	0.145
Block 75, Lot 03	6,325	0.145
Block 75, Lot 04	6,325	0.145
Block 75, Lot 05	6,325	0.145
Block 75, Lot 06	6,325	0.145
Block 75, Lot 07	6,325	0.145
Block 75, Lot 08	6,325	0.145
Block 75, Lot 09	6,786	0.156
Block 76, Lot 01	6,958	0.160
Block 76, Lot 02	6,555	0.150
Block 76, Lot 03	6,555	0.150
Block 76, Lot 04	6,555	0.150
Block 76, Lot 05	6,555	0.150
Block 76, Lot 06	6,555	0.150
Block 76, Lot 07	6,555	0.150
Block 76, Lot 08	8,280	0.190
Block 77, Lot 01 (Pond)	98,510	2.261
Block 77, Lot 02	7,296	0.168
Block 77, Lot 03	6,627	0.152
Block 77, Lot 04	12,635	0.290
Block 77, Lot 05	9,470	0.217
Block 77, Lot 06	6,354	0.146
Block 77, Lot 07	6,479	0.149
Block 78, Lot 01	6,786	0.156
Block 78, Lot 02	6,325	0.145
Block 79, Lot 01	7,389	0.170
Block 79, Lot 02	6,035	0.139
Block 79, Lot 03	6,035	0.139
Block 79, Lot 04	6,036	0.139
Block 79, Lot 05	6,036	0.139
Block 79, Lot 06	6,036	0.139

DESCRIPTION	ACRES	SQ. FT.
RESIDENTIAL	11.364	495,035
RIGHT-OF-WAY	7.856	342,185
POND	2.261	98,510
TOTAL	21.481	935,729

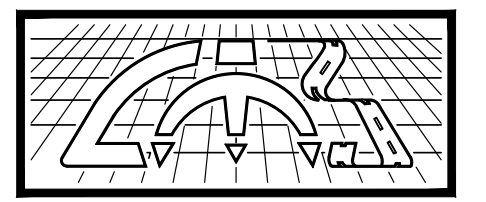
NORTH - SOUTH	STREET TABLE	EAST - WEST	LENGTH
VILLA SECA DRIVE	508.00'	CLARET CUP PLACE	210.77'
MARAVILLAS STREET	371.50'	STAR CACTUS AVENUE	2103.77'
BREZO STREET	371.50'	BANANA YUCCA AVENUE	321.30'
VICTOR MENDOZA SR. PLACE	171.33'		

ENGINEER



110 Mesa Park Drive, Suite 200
El Paso, Texas 79912
Office: (915) 852-6003
Fax: (915) 629-8506

SURVEYOR



1420 Bessemer Drive, Suite "A"
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm
Registration Number: 10125900
email: Lorry@Land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

OWNER

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



TOWN OF HORIZON CITY
MEMORANDUM

Date: June 10, 2025

To: Honorable Mayor and Members of City Council

From: Art Rubio, Chief Planner

SUBJECT: On the **Final Subdivision Plat** application for **Rancho Desierto Bello Unit 16 (Case No. SDO25-0001)** to reaffirm approval and allow recording of the plat prior to the completion of all required improvements secured by sufficient bond. The subject property is legally described as a Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 21.481 acres ±. Application submitted by TRE & Associates, LLC.

On October 10, 2023, the City Council unanimously voted to recommend approval of the Preliminary Subdivision Plat (Case No. SDP23-0001). On April 09, 2024, the City Council unanimously voted to recommend approval of the Final Subdivision Plat (Case No. SDF24-0001)

The applicant request that City Council authorizes the issuance of conditional building permits for eleven (11) new residential structures (15% of 74 lots) for Rancho Desierto Bello Unit 16 Subdivision Plat after the subdivision plat approval has been reaffirmed but prior to the completion of all public subdivision improvements secured by sufficient bond and subject to conditions of development included on the Resolution.

Staff recommends approval of the issuance of conditional building permits for eleven (11) new residential structures as permitted by Horizon City Policy.

RESOLUTION
TOWN OF HORIZON CITY, TEXAS

WHEREAS, Texas Local Government Code Section 212.046 prohibits the issuance of building permits until a development plat is filed with and approved by the municipality;

WHEREAS, the Town of Horizon City has adopted Ordinance No. 0035, Regulations for Subdivisions, which require public subdivision improvements be completed prior to recordation of the subdivision plat, and the issuance of building permits usually occurs following the completion of the public improvements and recordation of the final plat;

WHEREAS, local developers have requested that the City allow certain permits to be issued for lots within subdivisions in which the construction of public subdivision improvements have begun following the approval of the final subdivision plat by the City but before such plat has been recorded and the subdivision improvements completed, inspected, recorded, dedicated and accepted for maintenance;

WHEREAS, City staff has worked with the Fire Marshal of the El Paso County Emergency Services District #1 to develop a policy whereby permits may be issued for a limited number of lots in a subdivision, provided that public subdivision improvements have been completed to ensure adequate access for emergency services to the permitted lots, including operational fire hydrants, access to nearest improved roadways, construction of a minimal level road improvements;

WHEREAS, said policy also requires the developer to provide a bond or other financial security to the City to guarantee available funds for the completion of all required public subdivision improvements;

WHEREAS, City staff recommends allowing applicant a limited number of permits in an approved subdivision be issued following approval of a final subdivision plat but prior to completion of the public subdivision improvements and recording of the subdivision plat and dedication of public improvements, provided that such construction permits will be for limited number of lots and subject to conditions to allow emergency services access and financial security to assure that the subdivision improvements to be dedicated for public use are completed; and

WHEREAS, the owner of **Rancho Desierto Bello Unit 16 Subdivision** located in the Town of Horizon City has requested approval of early start construction by the use of conditional building permits and has satisfied all the conditions of the City's policy

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

The City Council authorizes the issuance of conditional building permits for eleven (11) new residential structures (15% of 74 lots) for **Rancho Desierto Bello Unit 16 Subdivision Plat** after the subdivision plat approval has been reaffirmed but prior to the completion of all public subdivision improvements, subject to the following conditions:

- 1) Fire hydrant(s) must be installed within 500 feet of the subject lots. Such fire hydrants shall be flow tested and charged. Written confirmation from the Horizon Regional Municipal Utility District (HRMUD) stating that the testing and charging requirements have been met shall be provided prior to commencement of any construction.
- 2) The subject lots for which conditional permits will be issued shall be located along the street(s) within the subdivision that are closest to an improved public roadway.
- 3) The access roadways to the subject lots shall be constructed to the extent that curb and gutter have been completed and, at a minimum, be improved with tested and field-approved base course by the Town Engineer, or his designee.
- 4) Work done under any Conditional Building Permit cannot be concealed and shall remain open for inspection and can only proceed to the point where the next sequential inspection is required.
- 5) The application for approval of the Final Subdivision Plat and the financial security required by Section 4.10.3 of the Town's Subdivision Ordinance No. 0035 for the completion of all public improvements in the subdivision shall be submitted and approved prior to the commencement of construction under any conditional building permit.
- 6) Prior to the completion of the public improvements or any construction of the residential units on the lots, the final subdivision plat shall be recorded.

- 7) No final Inspection will be carried out, nor will any Certificates of Occupancy be issued by the Building Official until all of the public improvements have been completed, inspected, dedicated and accepted by the Town for maintenance.

Passed and approved the _____ day of April 2025.

TOWN OF HORIZON CITY, TEXAS

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth, City Attorney

DEVELOPER CERTIFICATION
Conditional Building Permit (for Early Start Construction)

Developer/Owner Name: SDC Development LLC
Subdivision: Rancho Desierto Bello 16
Subdivision Address: See Plat
Preliminary Plat Approval Date: October 10, 2023
Conditional Permit Requested for Number of Lots: 11
Identify Lots/Addresses: 14344, 14348, 14352, 14356, 14360, 14364, 14349, 14353, 14357, 14361 and 14365 Star Cactus Ave.
Description of Work: Home Construction
Permit No. _____

I certify that I am the owner of the property and I have received approval of a Final Subdivision Plat for the above-referenced subdivision and such plat has been recorded and filed of record with the County of El Paso Clerk's Office. I have requested that the Town of Horizon City issue a Conditional Building Permit for a portion of the lots in the subdivision which does not exceed 15% of the total number of lots or the maximum number of 20 lots, whichever is less, as further identified above, prior to the acceptance of the public subdivision improvements.

I assume all risk and responsibility due to the construction of the work included in any Conditional Building Permit, and will strictly adhere to all code requirements. In the event that I cannot obtain final inspection, approval and acceptance for the subdivision improvements, it will be my responsibility to return the subject site to its condition prior to commencement of construction.

I acknowledge that in order to expedite the issuance of the Conditional Building Permit, the Town of Horizon City has imposed certain conditions and that I am responsible for satisfying those conditions as they apply to work included in any Conditional Building Permit, as follows:

- 1) The total number of Conditional Building Permits may not exceed 15% of the total number of lots in the subject subdivision and, in any event, shall not exceed a maximum number of 20 Conditional Building Permits in any subdivision.
- 2) Fire hydrant(s) must be installed within 500 feet of the subject lots. Such fire hydrants shall be flow tested and charged. Written confirmation from the Horizon Regional Municipal Utility District (HRMUD) stating that the testing and charging requirements have been met shall be provided prior to commencement of any construction.
- 3) The subject lots shall be along the street(s) within the subdivision that are closest to the nearest improved public roadway.

- 4) The access roadways to the subject lots shall be constructed to the extent that curb and gutter have been completed and, at a minimum, be improved with tested and field-approved base course by the Town Engineer, or such other person as designated.
- 5) Work done under any Conditional Building Permit cannot be concealed and shall remain open for inspection and can only proceed to the point when the next sequential inspection is required.
- 6) The application for approval of the Final Subdivision Plat and the financial security required by Section 4.10.3 of the Town's Subdivision Ordinance No. 0035 for the completion of all public improvements in the subdivision shall be submitted and approved prior to the commencement of construction under any Conditional Building Permit.
- 7) Prior to the completion of the public improvements or any construction of the residential units on the lots, the Final Subdivision Plat shall be recorded.
- 8) No Final Inspection will be performed nor will any Certificates of Occupancy be issued by the Building Official until all of the public subdivision improvements have been completed, inspected, dedicated and accepted by the Town for maintenance.

I understand that I am responsible for notifying the Building Official in writing of the completion of these conditions and that failure to comply will result in a stop work order at the project and no work shall be proceed until these conditions are met.

I AGREE TO INDEMNIFY THE TOWN OF HORIZON CITY, ITS EMPLOYEES, REPRESENTATIVES AND AGENTS (INDEMNIFIED PARTIES) AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM ANY AND ALL LIABILITY, LOSS OR EXPENDITURE OF ANY KIND OR NATURE WHICH MAY BE SUSTAINED AS A RESULT OF THE CONSTRUCTION UNDER ANY CONDITIONAL BUILDING PERMIT ISSUED.

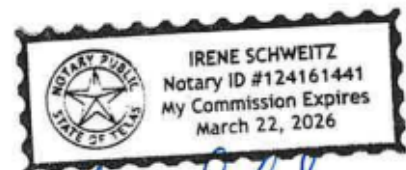
All contractors must be registered with the Town of Horizon City.

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED HEREIN TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Victor Mendoza
 Owner's Name (Print)

[Signature]
 Signature

5/20/25
 Date



[Signature]

Developer Certification – Early Start



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: July 08, 2025

To: Honorable Mayor and Members of City Council

From: Art Rubio, Chief Planner

SUBJECT: An **Ordinance** adopting a **Zoning** change within the municipal limits of the Town of Horizon City, Texas; rezoning 66.86 acres. Lots 1 through 11, Blocks 7 and 8, Horizon Country Club Estates Unit One, from R-4 (Single/Two Family Dwelling) and R-2 (Single-Family Dwelling), to Ponding area. Lots 1 through 23, Blocks 8 through 10 and Block 9, Horizon Country Club Estates Unit One, from R-4 (Single/Two Family Dwelling) to T3 (Suburban). Lots 1 through 27, Blocks 4, 5, 6, 11 through 14, and Block 12, Horizon Country Club Estates Unit One, from R-4 (Single/Two Family Dwelling) to T4 (Urban). Lots 1 through 30, Blocks 1 through 3 and Blocks 17 through 22, Horizon Country Club Estates Unit One, Two, and Three, from R-4 (Single/Two Family Dwelling) and C-1 Commercial, to T5 (Mixed-Use). Lots 1 through 10, Block 16, Horizon Country Club Estates Unit Two, from R-4 (Single/Two Family Dwelling), to be Rezoned to Civic. Authorizing the notation of the change on the official zoning map of the Town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

On June 16, 2025, the Planning & Zoning Commission unanimously recommended approval of the Transit Oriented Development Rezone.

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.: ZRZ25-0001
Transit Oriented Development

Application Type: **Rezoning**

P&Z Hearing Date: June 16, 2025

Staff Contact: Art Rubio
915-852-1046 Ext. 407; arubio@horizoncity.org

Address/Location: Properties between Darrington Rd and Rodman St

Nearest Park: Desmond Corcoran Park

Nearest School: Horizon Middle School

Legal Description: Blocks 1 through 15, Horizon Country Club Estates Unit One; Blocks 16 through 19 and a portion of Block 20, Horizon Country Club Estates Unit Two; and Block 22, Horizon Country Club Estates Unit Three, Town of Horizon City, El Paso County, Texas.

	Current Land Use	Proposed Changes
1	Vacant	Lots 1 through 11, Blocks 7 and 8, Horizon Country Club Estates Unit One, currently zoned R-4 and R-2 Residential, are proposed to be rezoned to Ponding .
2	Vacant	Lots located in Blocks 8 through 10 and Block 9, Horizon Country Club Estates Unit One, including but not limited to Lots 1 through 23, currently zoned R-4 Residential, are proposed to be rezoned to T3: Suburban .
3	Vacant	Lots located in Blocks 4, 5, 6, 11 through 14, and Block 12, Horizon Country Club Estates Unit One, including but not limited to Lots 1 through 27, currently zoned R-4 Residential, are proposed to be rezoned to T4: Urban .
4	Vacant	Lots located in Blocks 1 through 3 and Blocks 17 through 22, Horizon Country Club Estates Units One, Two, and Three, including but not limited to Lots 1 through 30, currently zoned R-4 Residential and C-1 Commercial, are proposed to be rezoned to T5: Mixed-Use .
5	Vacant	Lots 1 through 10, Block 16, Horizon Country Club Estates Unit Two, currently zoned R-4 Residential, are proposed to be rezoned to Civic .

Application Description:

On a **Rezoning** application request (**Case No. ZRZ25-0001**) to approve a change affecting approximately 66.86 acres within the Horizon Country Club Estates. The purpose of the rezoning is to reclassify the area into a series of Transect Zones consistent with the Town's Transit-Oriented Development (TOD) plans. Application submitted by Applicant/Representative Able City.

Notice:

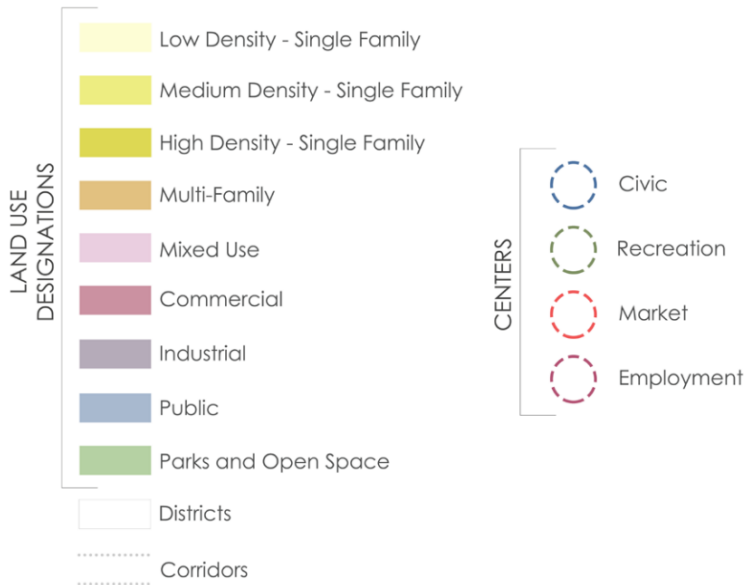
In accordance with Section 211.007 of the Texas Local Government Code, notices of the June 16, 2025, public hearing were sent to the school district of jurisdiction and to those property owners within 200 feet of the subject property on May 29, 2025, and posted in the El Paso Times on May 31, 2025. In addition, the applicant is required to erect signs notifying the public of the proposed rezoning on the site proposed for rezoning fifteen (15) days prior to the Planning and Zoning Commission public hearing. This requirement has been met on May 30, 2025.

Vision 2020 – Future Land Use Map Designation:

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



LEGEND



Staff Recommendation:

Staff recommends **approval** of the request to rezone 66.86 acres.

Planning Division Comments:

This development proposes R-3 (Single-Family Dwelling) development throughout with pockets of commercial at major intersections. The proposed R-3 zone will allow for minimum lot sizes of 5,500 square feet, where the predominant and compatible zone in the area is R-3 with commercial zoning in the area adjacent to Eastlake Blvd. The City's Comprehensive Plan calls for low-, medium-, and high-density single family residential in this area. The rezoning will support the proposed subdivisions coming to the area.

The future land use plan designates this area to provide a variety of housing types, to include single and multi-family residential. Approving this development's land use plan and rezoning request will increase the variety in the type of residential dwellings offered.

Planning Comments:

No comments

Town Engineer Comments:

No comments

El Paso County 9-1-1 District:

The 9-1-1 District has no comments or concerns regarding this rezoning.

TxDOT Comments:

No comments

El Paso Electric Company:

We have no comments for rezoning request.

Texas Gas Service:

In reference to rezoning of TOD Area, Texas Gas Service has two mains (a High Pressure & a Medium Pressure mains) along Delake Dr between Darrington Rd and Rossman Dr. (see image below as reference).

Disclaimer: Texas Gas Service does not allow permanent structures nor trees to be installed on top of TGS gas mains or service lines. If a conflict is anticipated, the developer, contractors or owner representative should contact TGS to relocate the gas main and/or service at the developer's expense.

El Paso Natural Gas / Kinder Morgan:

No comments

Clint ISD:

No comments

El Paso Central Appraisal District (EPCAD):

No comments

HRMUD

No comments

Options available to the Planning and Zoning Commission:

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

1. Recommend approval of the request for a rezoning of TOD area.
2. Recommend approval of the request for rezoning as stated, including any modifications to bring the rezoning into conformance with the Zoning Ordinance and the Vision 2030: Comprehensive and Strategic Plan.
3. Recommend denial of the Applicant's request for rezoning finding that it is not in conformance with the Zoning Ordinance and/or the Vision 2030: Comprehensive and Strategic Plan.
4. Recommend a set postponement should the Commission determine it is not prepared to make a final recommendation, the applicant requests a postponement or if the Commission needs additional information to make a final recommendation.

Attachments:

1 – Current Zoning Designation

2 – Aerial

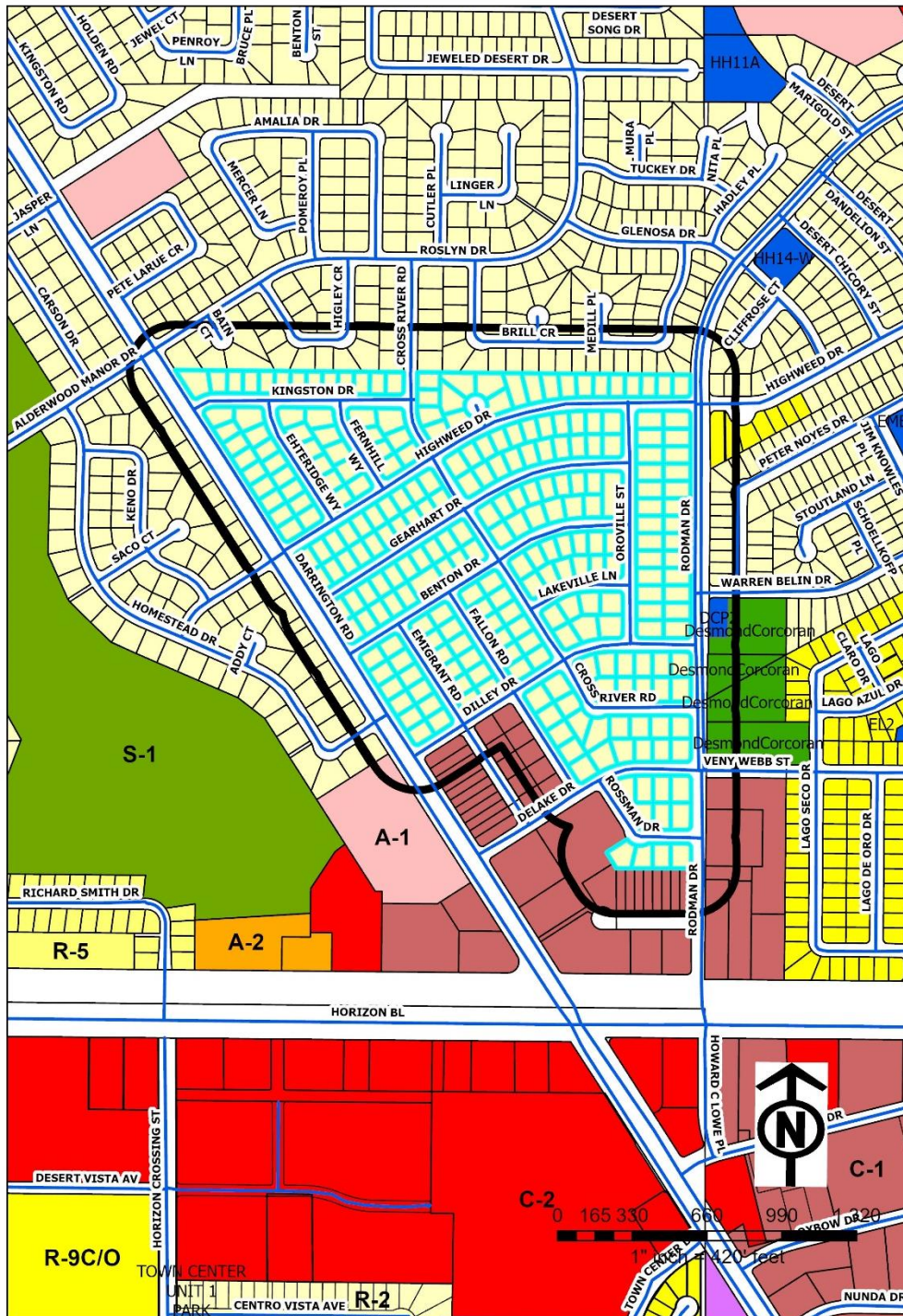
3 – Proposed Rezoning Map

4 - Future Land Use Map (Comp Plan)

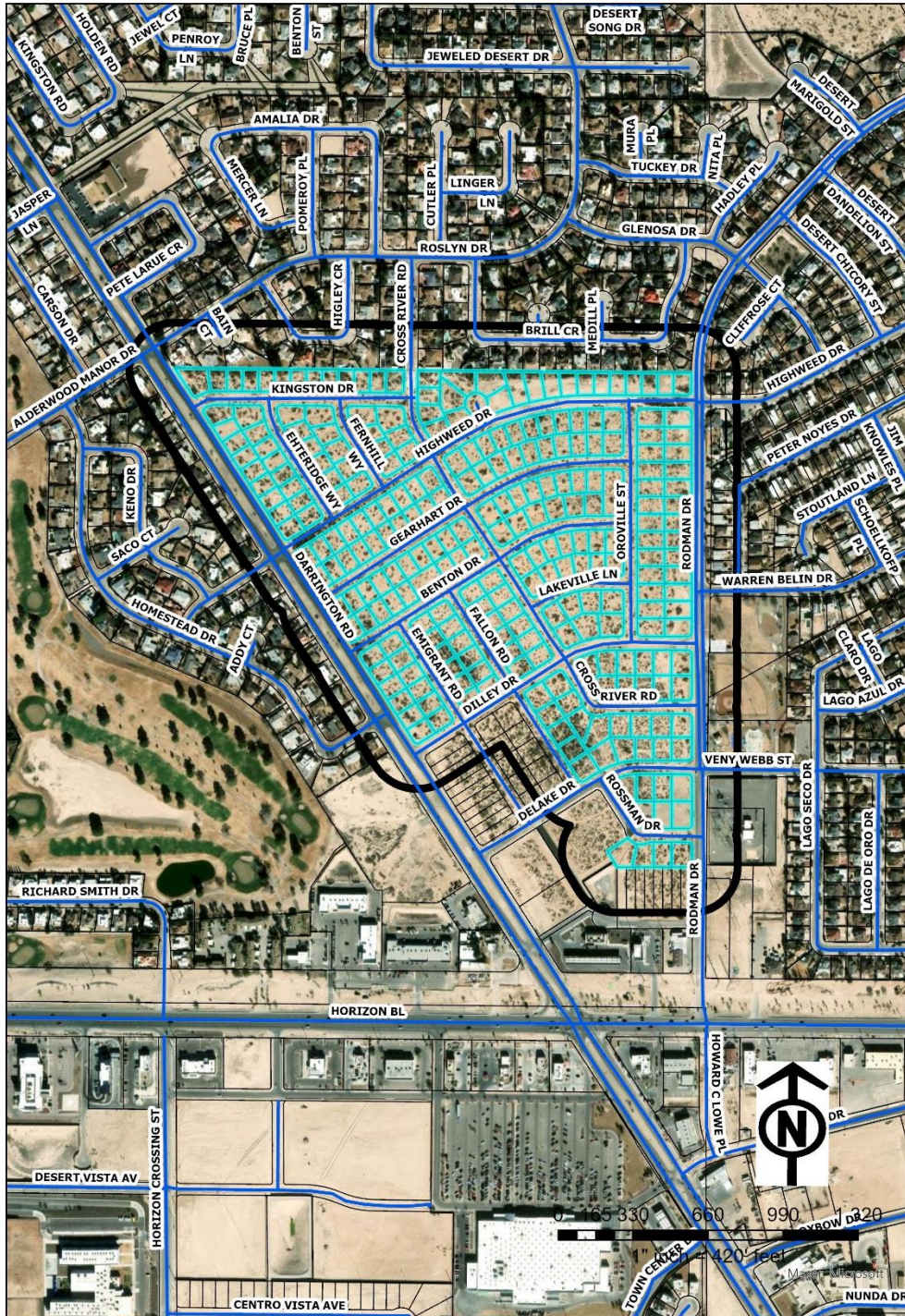
5 – Survey Maps

6 – Conceptual Plan

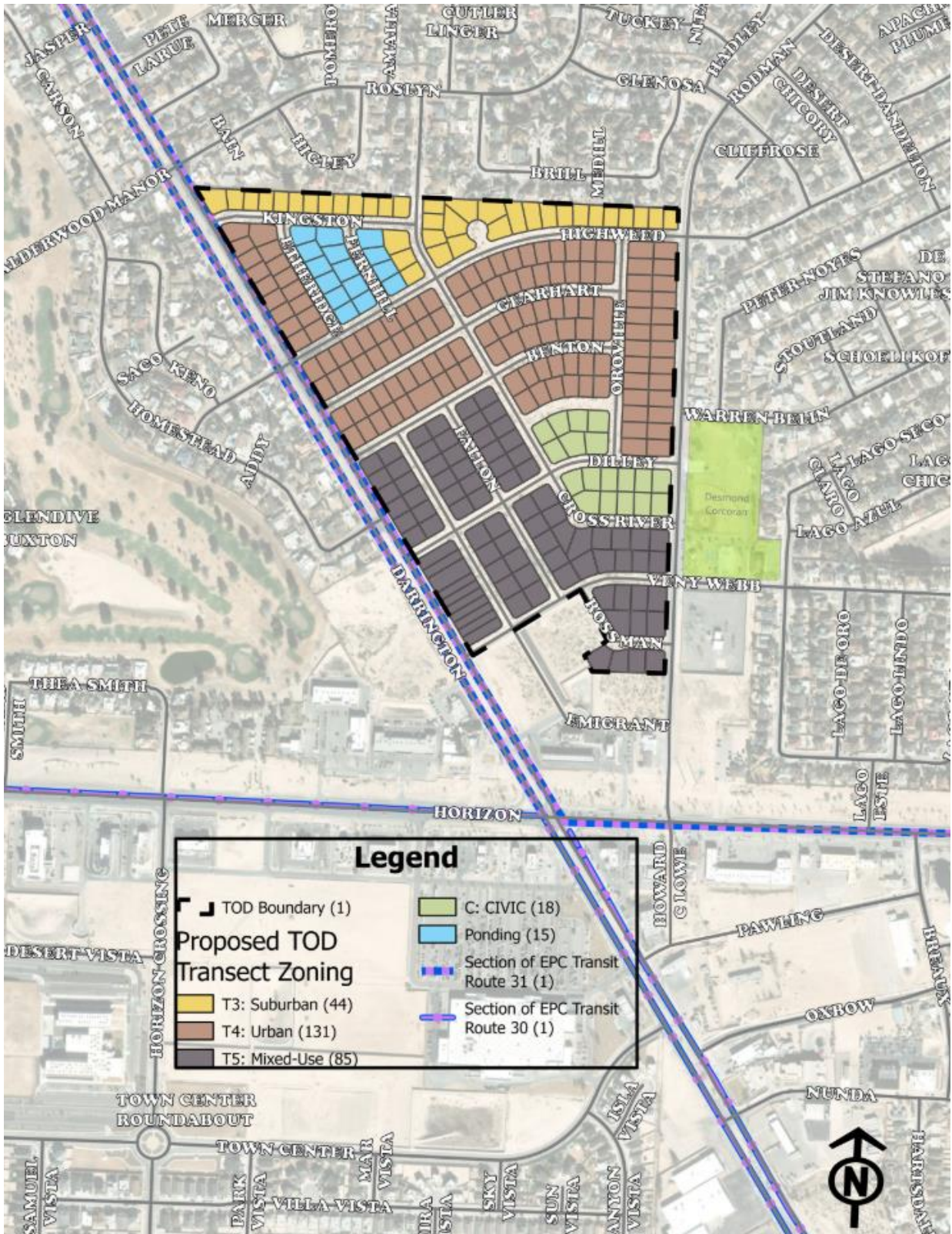
Planning & Zoning Commission City Initiative Rezoning of TOD Area Case No. ZRZ25-0001



**Planning & Zoning Commission
City Initiative Rezoning of TOD Area
Case No. ZRZ25-0001**



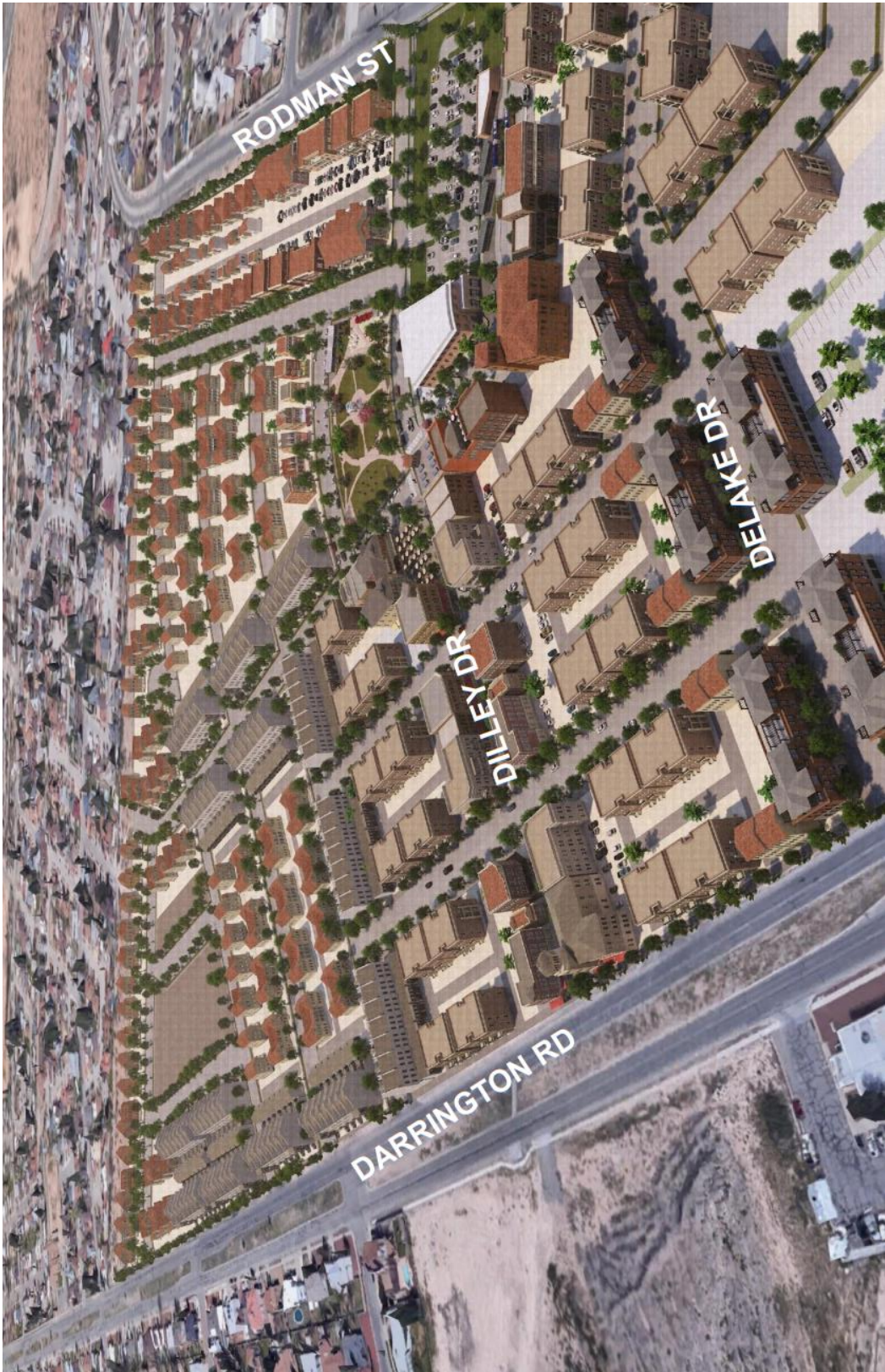
Attachment 3: Proposed Rezoning

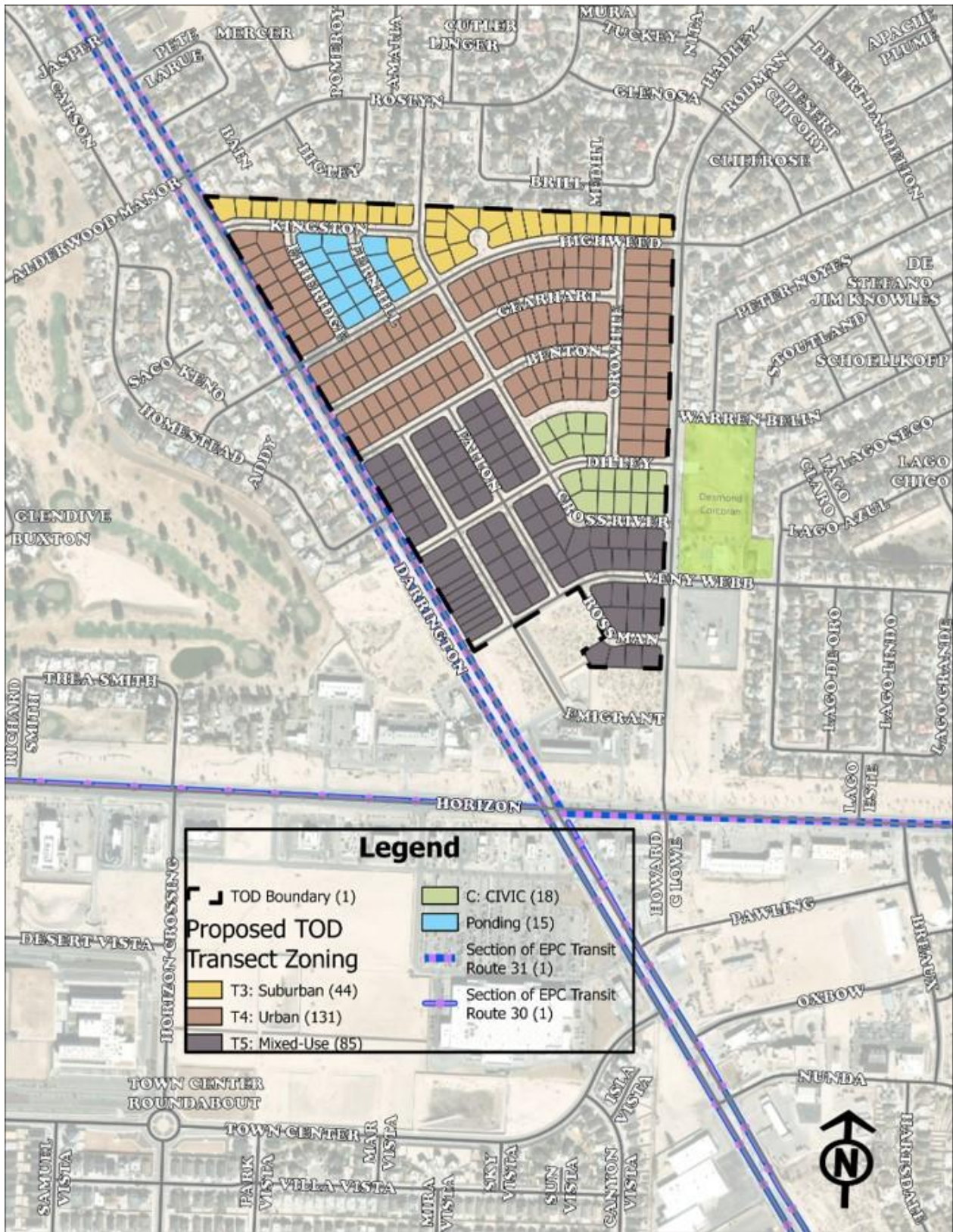


Attachment 4: Future Land Use Map



Attachment 6: Conceptual Plan







**TOWN OF HORIZON CITY
MEMORANDUM**

Date: July 08, 2025

To: Honorable Mayor and Members of City Council

From: Art Rubio, Chief Planner

SUBJECT: On the **Preliminary Subdivision Plat** application for **Rancho Desierto Bello Unit 19 (Case No. SDP25-0003)**, legally described as a Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 16.576 acres ±. Application submitted by Applicant/Representative: TRE & Associates.

On June 16, 2025, the Planning & Zoning Commission unanimously recommended approval of the Rancho Desierto Bello Unit 19 Preliminary Plat.

The application meets all minimum requirements of a preliminary subdivision plat and staff recommends approval of Rancho Desierto Bello Unit 19 Preliminary Plat.

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.: SDP25-0003 Rancho Desierto Bello Unit 19

Application Type: Preliminary Subdivision Plat Application
P&Z Hearing Date: June 16, 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, LP
Applicant/Rep.: TRE & Associates
Nearest Park: LTV 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 85 lots for single-family residential development, the smallest lot measuring approximately 6,042 sq. ft. and the largest lot measuring approximately 7,663 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:

Parkland and fees has been satisfied through a Parkland Developer's Participation Agreement Approved by City Council.

Staff Recommendation:

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

Planning Division Comments:

No comments

Town Engineer Comments:

No comments

El Paso 9-1-1 District Comments:

No comments

TxDOT Comments:

No comments

El Paso County:

~~Can you please clarify how the drainage is planned to be managed? It appears that runoff from Chia Sage Street is simply proposed to be discharged onto undeveloped land to the west. Is that a temporary condition until Unit 18 is constructed?~~

El Paso Electric Company:

~~Please change the R.A.E. easement to Utility Easement. We have an existing easement along Claret Cup Pl.~~

Texas Gas Service:

In reference to case Rancho Desierto Bello Unit 19 - Preliminary Plat, 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 Independent School District:

~~Clint ISD takes no exception to the preliminary plat presented. Just a reminder to always ensure dust control barriers are utilized to protect our community.~~

EPCAD

There are no comments for Rancho Desierto Bello #19 from Central Appraisal.

HRMUD:

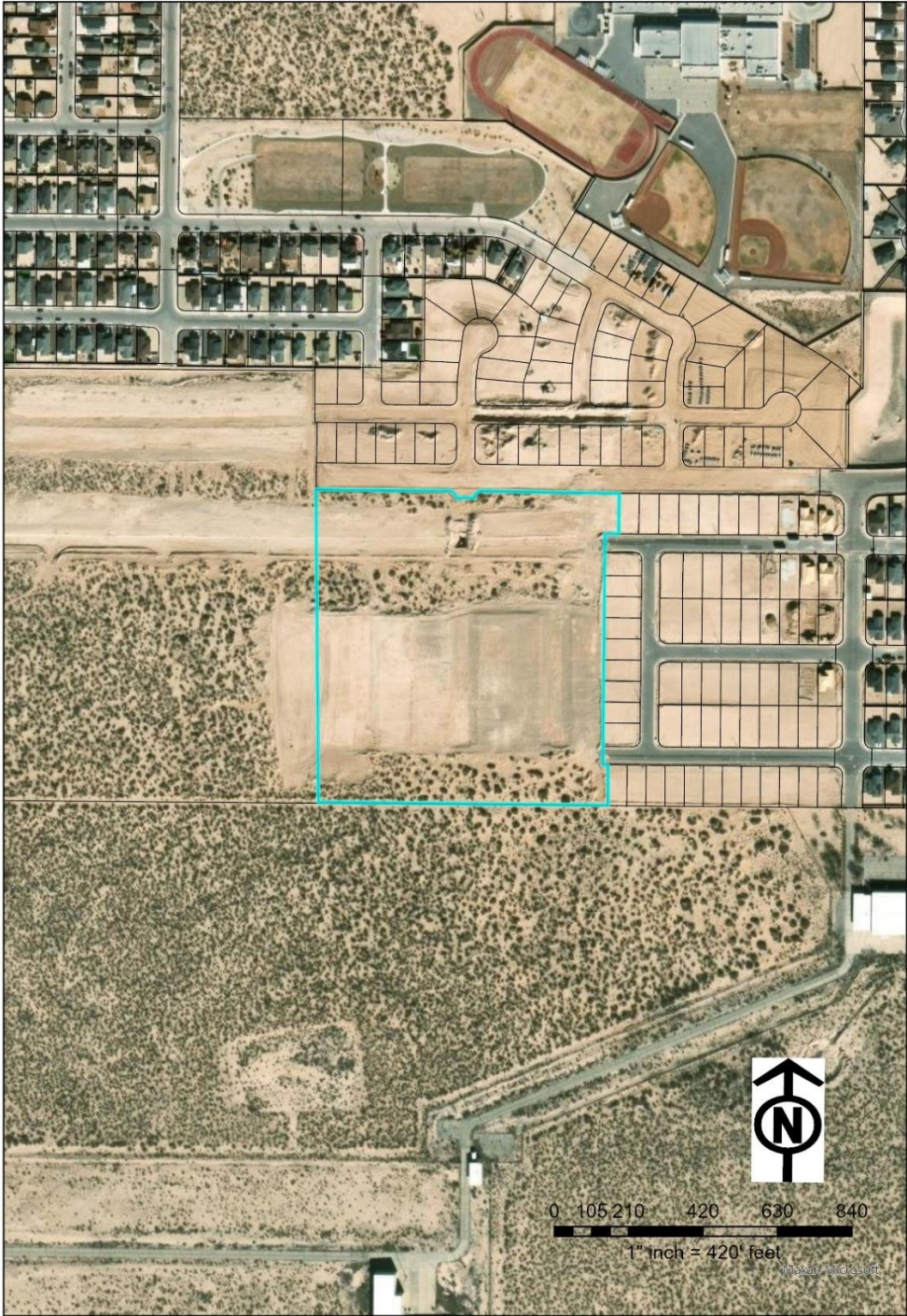
No comments

Attachments:

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

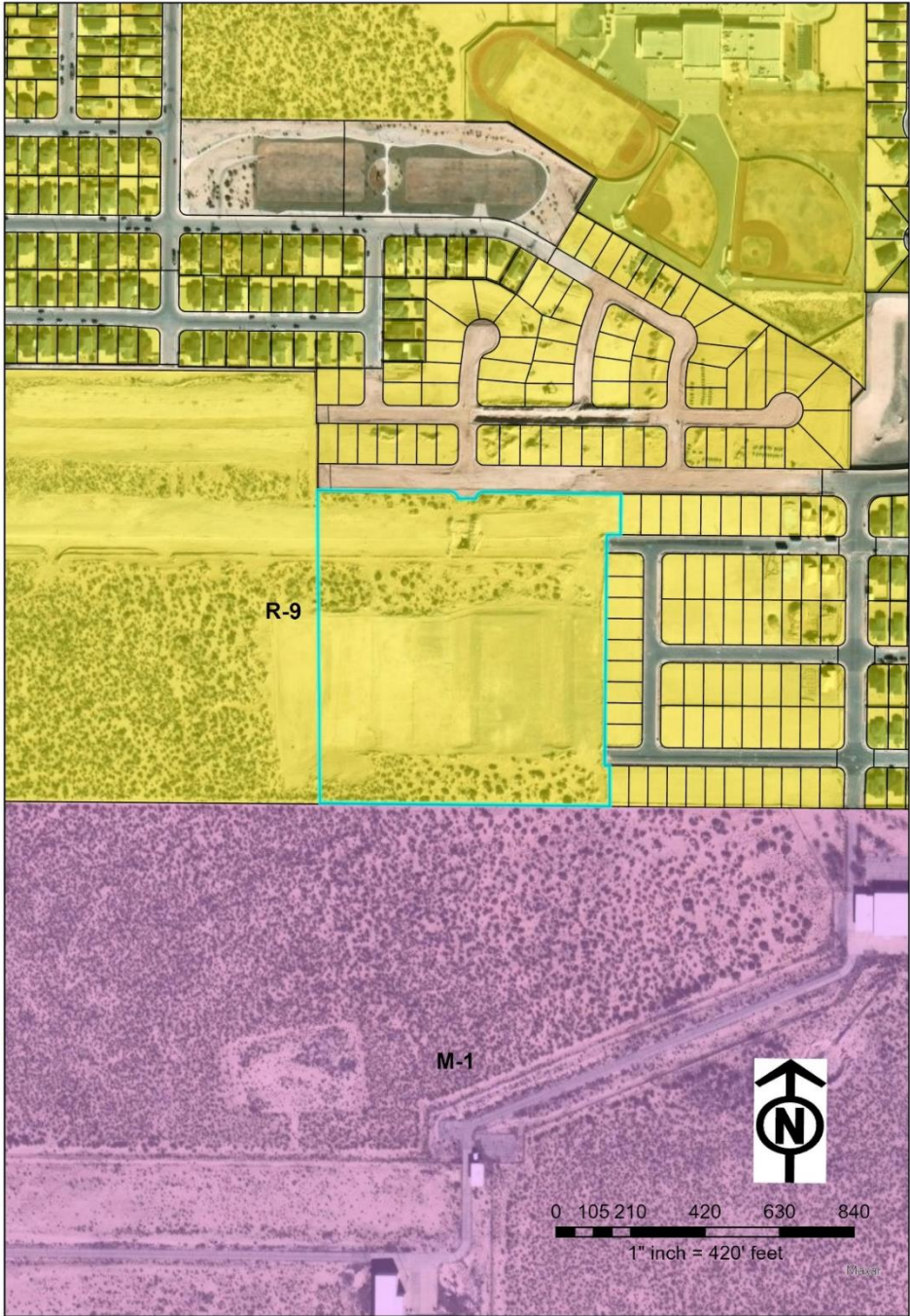
Attachment 1: Aerial Map

**Planning & Zoning Commission
Rancho Desierto Bello Unit 19
Case No. SDP25-0003**

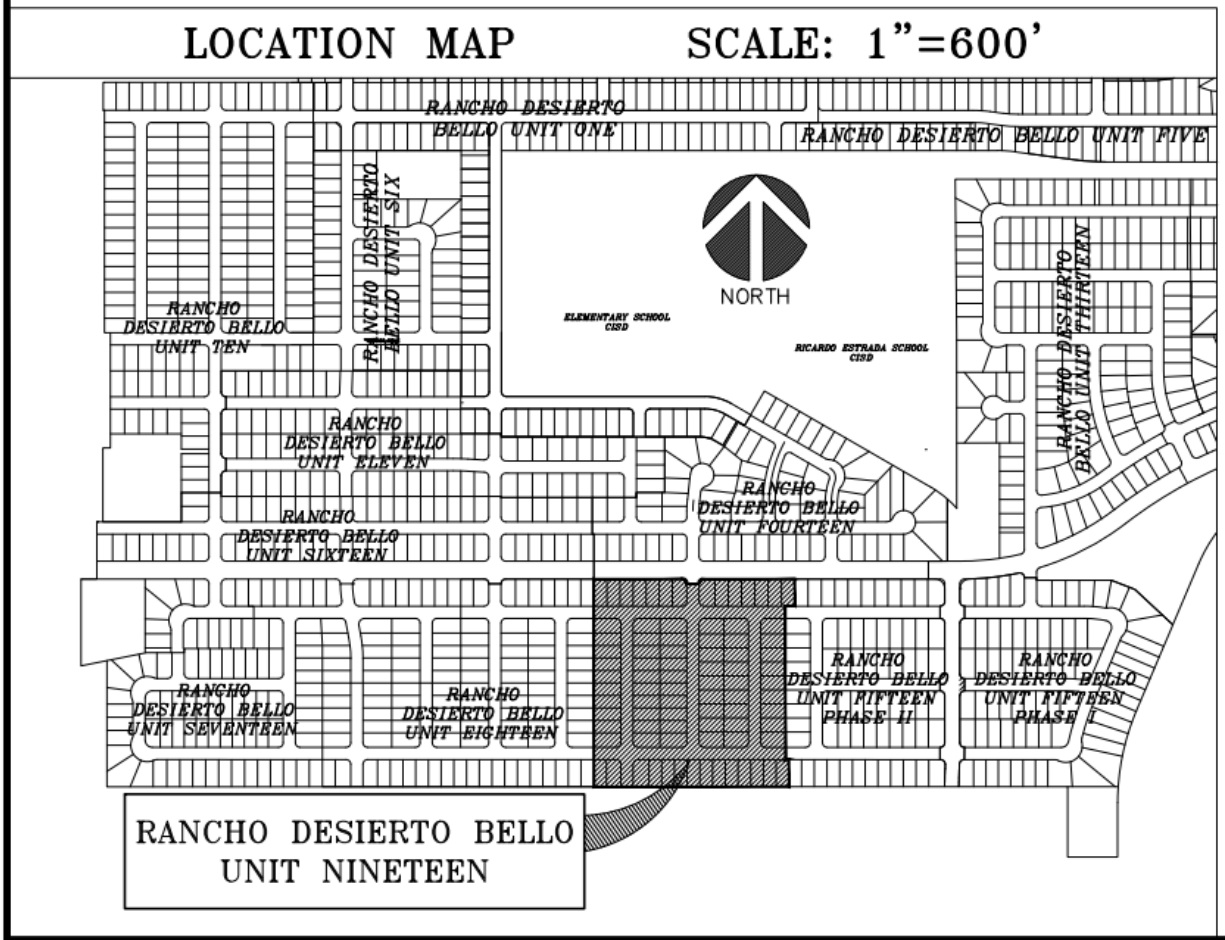


Attachment 2: Zoning Designation Map

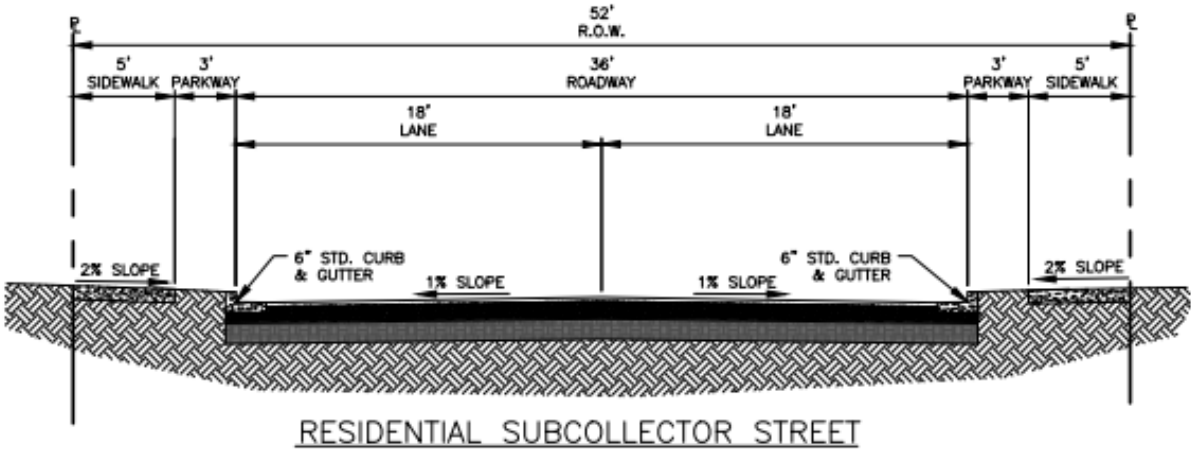
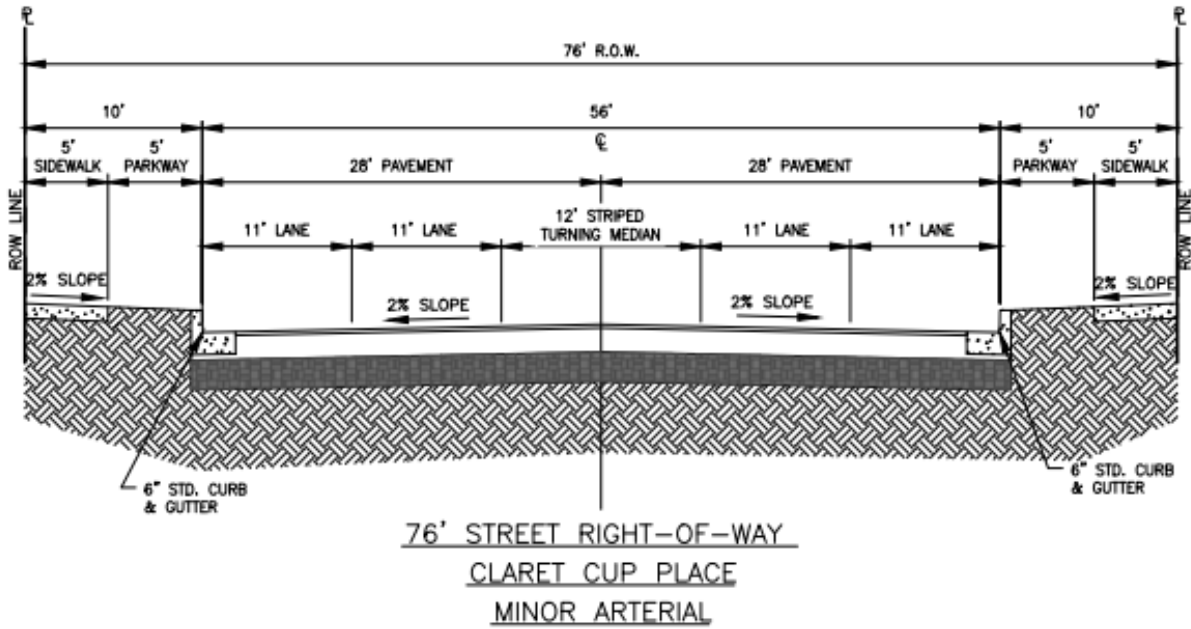
**Planning & Zoning Commission
Rancho Desierto Bello Unit 19
Case No. SDP25-0003**



Attachment 3: Location Map



Attachment 5 – Existing Right-of-Way Cross Section



Attachment 6: Preliminary Online Application



**MAJOR SUBDIVISION
PRELIMINARY APPLICATION**

SUBDIVISION PROPOSED NAME: Rancho Desierto Bello Unit 19 SUBMITTAL DATE: April 22, 2025

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
 A PORTION OF LEIGH CLARK SURVEY NO. 297, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS, CONTAINING 16.576 ACRES +/-

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	<u>12.390</u>	<u>85</u>	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	_____	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	_____	_____
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK (Min 1 acre)	_____	_____	R.O.W.	<u>4.186</u>	_____
SCHOOL	_____	_____		_____	_____
COMMERCIAL	_____	_____	TOTAL NO. SITES	<u>85</u>	_____
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>16.576</u>	_____

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? N/A PROPOSED ZONING N/A
4. WILL THE RESIDENTIAL SITES, AS PROPOSED, PERMIT DEVELOPMENT IN FULL COMPLIANCE WITH ALL ZONING REQUIREMENTS OF THE EXISTING RESIDENTIAL ZONE(S)? YES NO
5. WHAT TYPE OF UTILITY EASEMENTS ARE PROPOSED? UNDERGROUND OVERHEAD COMBINATION
6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Underground storm sewer system to existing retention pond.
7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES N/A
8. ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? YES NO
9. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES NO
 IF ANSWER IS "YES", PLEASE EXPLAIN THE NATURE OF THE MODIFICATION N/A
10. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY MEDIANS OTHER N/A
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 D.H.
 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 D.H. IF YES, PLEASE SUBMIT COPY.
14. OWNER OF RECORD Viva Land Ventures, LP 11427 Rojas Drive El Paso, TX 79936 greg@vivacf.net (915) 859-8900
 (NAME & ADDRESS) (EMAIL) (PHONE)
15. DEVELOPER SDC Development, LTD 7910 Gateway Blvd. East Ste. 102 El Paso, TX 79915 jduran@desertviewhomes.com (915) 591-5319
 (NAME & ADDRESS) (EMAIL) (PHONE)
16. ENGINEER TRE & Associates, LLC 110 Mesa Park Dr. Ste. 200 El Paso, TX 79912 DHernandez@tr-eng.com (915) 852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)
17. APPLICANT TRE & Associates, LLC 110 Mesa Park Dr. Ste. 200 El Paso, TX 79912 DHernandez@tr-eng.com (915) 852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)
18. REP/POINT OF CONTACT Denise Hernandez - TRE & Associates, LLC 110 Mesa Park Dr. Ste. 200 El Paso, TX 79912 DHernandez@tr-eng.com (915) 852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)

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

Applicant Signature Denise Hernandez EMAIL DHernandez@tr-eng.com

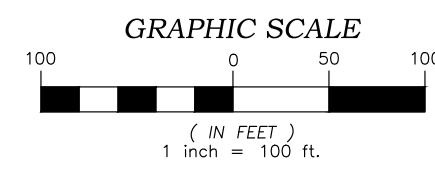
RANCHO DESIERTO BELLO UNIT NINETEEN

A PORTION OF LEIGH CLARK SURVEY No. 297,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 16.576 ACRES ±

PROPOSED LAND USE
RESIDENTIAL

RESIDENTIAL LOTS = 85

SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL
DISTRICT



LEGEND

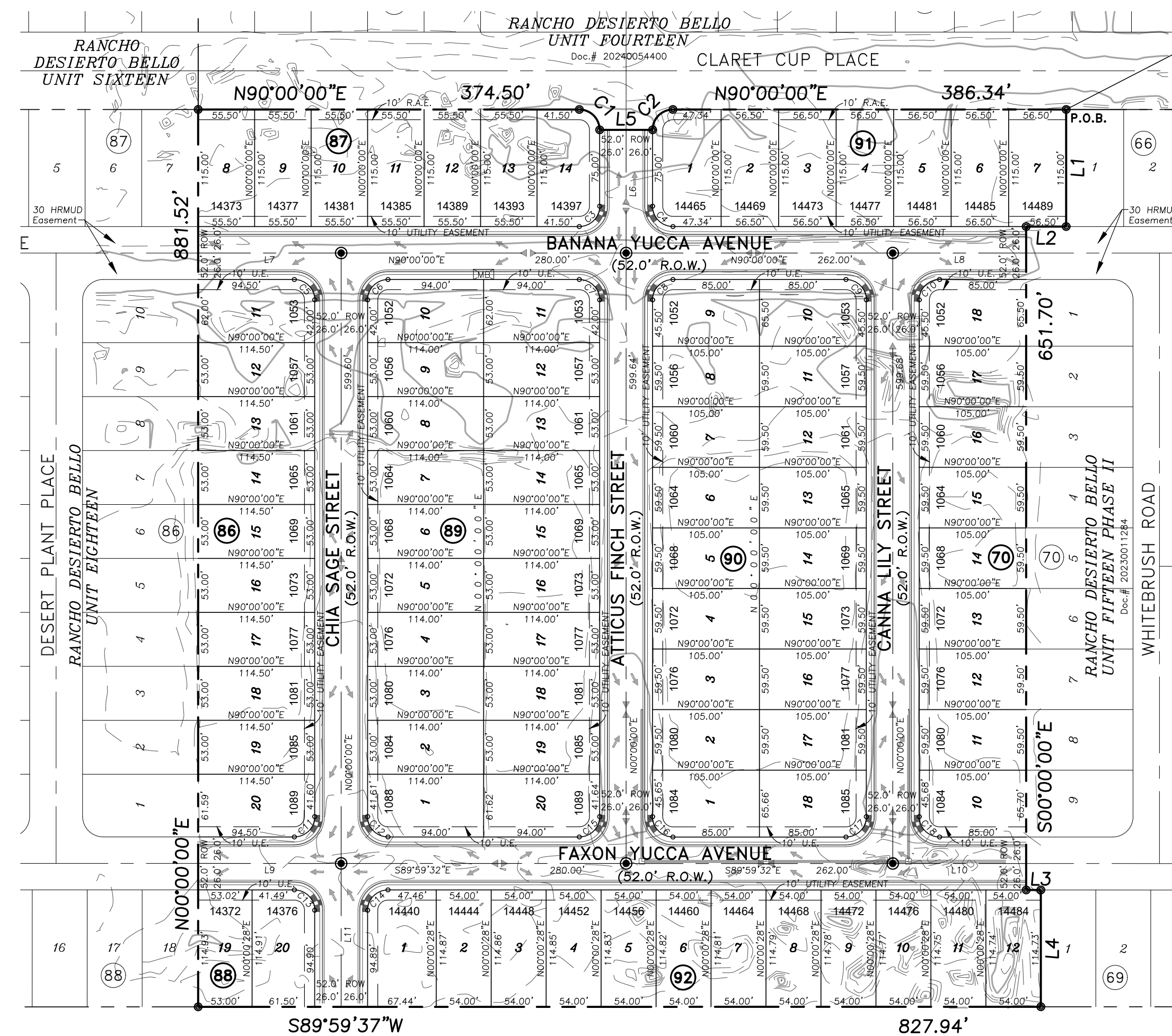
- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- STREET CENTERLINE
- EASEMENT LINE
- U.S. POSTAL SERVICE COLLECTION BOX UNITS
- Ⓢ BLOCK NUMBER
- 12 LOT NUMBER
- 14333 ADDRESS
- EXISTING GROUND CONTOUR LINES
CONTOUR INTERVAL = 1.0 FOOT
- PROPOSED CITY MONUMENT
- R.A.E. RESTRICTIVE ACCESS EASEMENT
-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

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

LEIGH CLARK SURVEY
No. 297

562°44'20"W
2265.03'



EGAN, MICHAEL S.
Doc.# 20170017647

LOCATION MAP

SCALE: 1"=600'



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

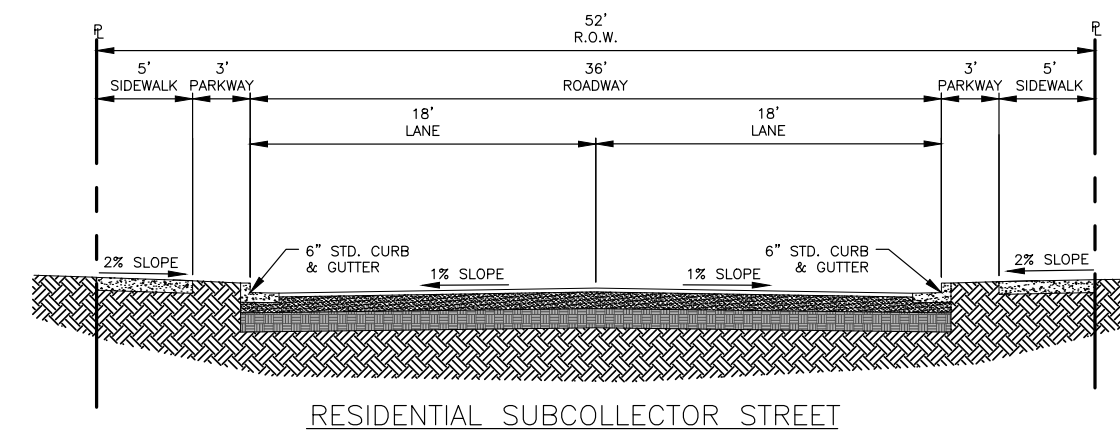
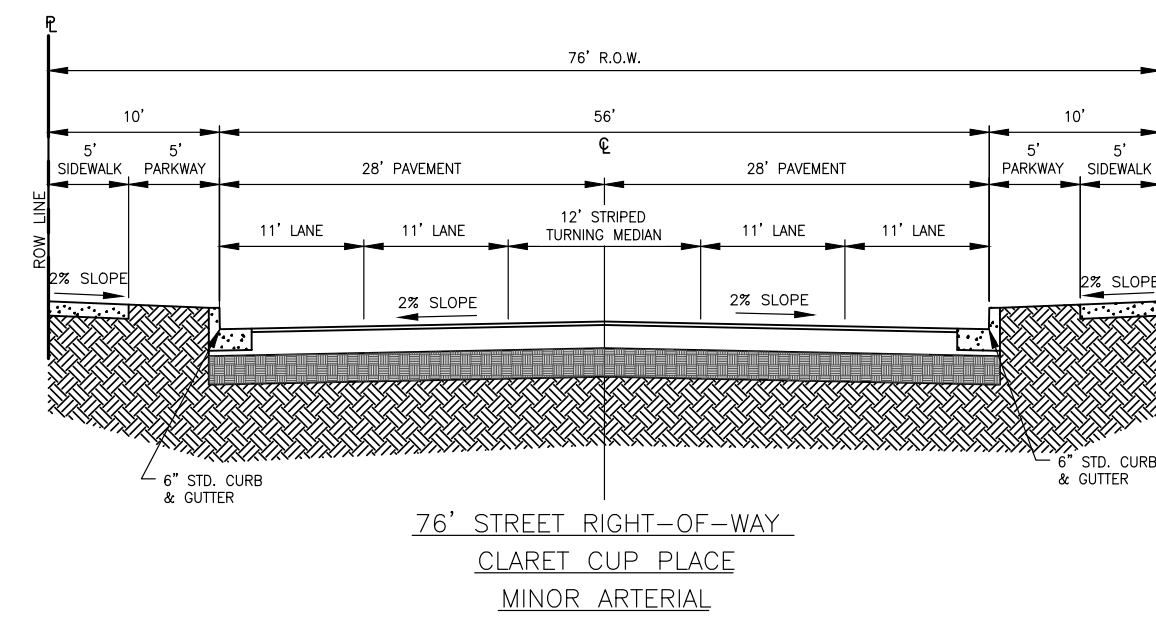


RANCHO DESIERTO BELLO UNIT NINETEEN

A PORTION OF LEIGH CLARK SURVEY No. 297,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 16.576 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 62°44'29" West, a distance of 2265.03 feet to a point lying at the northwesterly boundary corner of Rancho Desierto Bello Unit Fifteen Phase II and in the southerly right-of-way line of Claret Cup Place, for a corner of this parcel and the POINT OF BEGINNING of this parcel description;
THENCE, South 00°00'00" East, departing said southerly right-of-way line of Claret Cup Place and with the westerly boundary line of said Rancho Desierto Bello Unit Fifteen Phase II, a distance of 115.00 feet to a point, for a corner of this parcel;
THENCE, North 90°00'00" West, continuing with said boundary line of Rancho Desierto Bello Unit Fifteen Phase II, a distance of 39.34 feet to a point, for a corner of this parcel;
THENCE, South 00°00'00" East, continuing with said boundary line of Rancho Desierto Bello Unit Fifteen Phase II, a distance of 651.70 feet to a point, for a corner of this parcel;
THENCE, South 89°59'32" East, continuing with said boundary line of Rancho Desierto Bello Unit Fifteen Phase II, a distance of 14.46 feet to a point, for a corner of this parcel;
THENCE, South 00°00'28" West, continuing with said boundary line of Rancho Desierto Bello Unit Fifteen Phase II, a distance of 114.73 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 827.94 feet to a point lying at the southeast boundary corner of Rancho Desierto Bello Unit Eighteen, for a corner of this parcel;
THENCE, North 00°00'00" East, with the easterly boundary line of said Rancho Desierto Bello Unit Eighteen, a distance of 881.52 feet to a point lying in said southerly right-of-way line of Claret Cup Place, for a corner of this parcel;
THENCE, North 90°00'00" East, with said southerly right-of-way line of Claret Cup Place, a distance of 374.50 feet to a point, for a corner of this parcel;
THENCE, southeasterly with the arc of a curve to the right and continuing with the said southerly right-of-way line of Claret Cup Place, 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 00°00'00" East, a distance of 52.00 feet to a point lying in said southerly right-of-way line of Claret Cup Place, for a corner of this parcel;
THENCE, northeasterly with the arc of a curve to the right and continuing with said southerly right-of-way line of Claret Cup Place, 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 right-of-way line of Claret Cup Place, a distance of 386.34 feet to the POINT OF BEGINNING.

Said parcel contains 16.576 Acres (722,047 Square feet) more or less.



LINE	BEARING	LENGTH
L1	S00°00'00"E	115.00'
L2	N90°00'00"W	39.34'
L3	S89°59'32"E	14.46'
L4	S00°00'28"W	114.73'
L5	N90°00'00"E	52.00'
L6	N00°00'00"E	121.00'
L7	N90°00'00"E	140.50'
L8	N90°00'00"E	131.00'
L9	S89°59'32"E	140.50'
L10	S89°59'32"E	131.00'
L11	N00°00'00"E	140.41'

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'	31.42'	28.28'	N45°00'00"W	90°00'00"
C10	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C11	20.00'	31.42'	28.29'	N45°00'14"E	90°00'28"
C12	20.00'	31.41'	28.28'	S44°59'46"E	89°59'32"
C13	20.00'	31.41'	28.28'	N44°59'46"W	89°59'32"
C14	20.00'	31.42'	28.29'	S45°00'14"W	90°00'28"
C15	20.00'	31.42'	28.29'	N45°00'14"E	90°00'28"
C16	20.00'	31.41'	28.28'	S44°59'46"E	89°59'32"
C17	20.00'	31.42'	28.29'	N45°00'14"E	90°00'28"
C18	20.00'	31.41'	28.28'	S44°59'46"E	89°59'32"

BLOCK & LOT #	SQ. FT.	ACRES
Block 66, Lot 12	7,573	0.174
Block 66, Lot 13	6,498	0.149
Block 66, Lot 14	6,498	0.149
Block 66, Lot 15	6,498	0.149
Block 66, Lot 16	6,498	0.149
Block 66, Lot 17	6,498	0.149
Block 66, Lot 18	6,498	0.149
Block 69, Lot 13	7,663	0.176
Block 69, Lot 14	6,203	0.142
Block 69, Lot 15	6,202	0.142
Block 69, Lot 16	6,201	0.142
Block 69, Lot 17	6,201	0.142
Block 69, Lot 18	6,200	0.142
Block 69, Lot 19	6,199	0.142
Block 69, Lot 20	6,198	0.142
Block 69, Lot 21	6,198	0.142
Block 69, Lot 22	6,197	0.142
Block 69, Lot 23	6,196	0.142
Block 69, Lot 24	6,196	0.142
Block 70, Lot 10	6,812	0.156
Block 70, Lot 11	6,248	0.143
Block 70, Lot 12	6,248	0.143
Block 70, Lot 13	6,248	0.143
Block 70, Lot 14	6,248	0.143
Block 70, Lot 15	6,248	0.143
Block 70, Lot 16	6,248	0.143
Block 70, Lot 17	6,248	0.143
Block 70, Lot 18	6,792	0.156
Block 86, Lot 11	7,013	0.161

BLOCK & LOT #	SQ. FT.	ACRES
Block 86, Lot 12	6,068	0.139
Block 86, Lot 13	6,068	0.139
Block 86, Lot 14	6,068	0.139
Block 86, Lot 15	6,068	0.139
Block 86, Lot 16	6,068	0.139
Block 86, Lot 17	6,068	0.139
Block 86, Lot 18	6,068	0.139
Block 86, Lot 19	6,068	0.139
Block 86, Lot 20	6,967	0.160
Block 87, Lot 08	6,382	0.147
Block 87, Lot 09	6,382	0.147
Block 87, Lot 10	6,382	0.147
Block 87, Lot 11	6,382	0.147
Block 87, Lot 12	6,382	0.147
Block 87, Lot 13	6,382	0.147
Block 87, Lot 14	6,901	0.158
Block 88, Lot 19	6,092	0.140
Block 88, Lot 20	6,980	0.160
Block 89, Lot 01	6,938	0.159
Block 89, Lot 02	6,042	0.139
Block 89, Lot 03	6,042	0.139
Block 89, Lot 04	6,042	0.139
Block 89, Lot 05	6,042	0.139
Block 89, Lot 06	6,042	0.139
Block 89, Lot 07	6,042	0.139
Block 89, Lot 08	6,042	0.139
Block 89, Lot 09	6,042	0.139
Block 89, Lot 10	6,982	0.160
Block 89, Lot 11	6,982	0.160

BLOCK & LOT #	SQ. FT.	ACRES
Block 89, Lot 12	6,042	0.139
Block 89, Lot 13	6,042	0.139
Block 89, Lot 14	6,042	0.139
Block 89, Lot 15	6,042	0.139
Block 89, Lot 16	6,042	0.139
Block 89, Lot 17	6,042	0.139
Block 89, Lot 18	6,042	0.139
Block 89, Lot 19	6,042	0.139
Block 89, Lot 20	6,940	0.159
Block 90, Lot 01	6,808	0.156
Block 90, Lot 02	6,248	0.143
Block 90, Lot 03	6,248	0.143
Block 90, Lot 04	6,248	0.143
Block 90, Lot 05	6,248	0.143
Block 90, Lot 06	6,248	0.143
Block 90, Lot 07	6,248	0.143
Block 90, Lot 08	6,248	0.143
Block 90, Lot 09	6,792	0.156
Block 90, Lot 10	6,792	0.156
Block 90, Lot 11	6,248	0.143
Block 90, Lot 12	6,248	0.143
Block 90, Lot 13	6,248	0.143
Block 90, Lot 14	6,248	0.143
Block 90, Lot 15	6,248	0.143
Block 90, Lot 16	6,248	0.143
Block 90, Lot 17	6,248	0.143
Block 90, Lot 18	6,809	0.156

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 NINETEEN 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 8-14, BLOCK 87 AND LOTS 12-18, BLOCK 66, ABUTTING CLARET CUP PLACE, SHALL BE FROM OTHER DEDICATED STREETS ONLY.

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

DESCRIPTION	ACRES	SQ. FT.
RESIDENTIAL	12.390	539,723
RIGHT-OF-WAY	4.186	182,324
TOTAL	16.576	722,047

STREET TABLE			
NORTH - SOUTH	LENGTH	EAST - WEST	LENGTH
CHIA SAGE STREET	740.02'	BANANA YUCCA AVENUE	813.50'
ATTICUS FINCH STREET	720.64'	FAXON YUCCA AVENUE	813.50'
CANNA LILY STREET	599.68'		

(SHEET 2 OF 2)

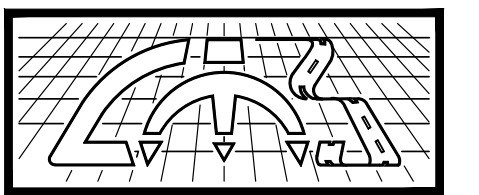
ENGINEER



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

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: MARCH 21, 2025
DATE OF LAST REVISION: MARCH 25, 2025



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: July 08, 2025

To: Honorable Mayor and Members of City Council

From: Art Rubio, Chief Planner

SUBJECT: On the **Final Subdivision Plat** application for **Rancho Desierto Bello Unit 18 (Case No. SDF25-0002)**, and to authorize the Mayor to sign the recording plat, legally described as a Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 17.354 acres ±. Application submitted by Applicant/Representative: TRE & Associates.

On June 16, 2025, the Planning & Zoning Commission unanimously recommended approval of the Rancho Desierto Bello Unit 18 Final Plat.

The application meets all minimum requirements of a final subdivision plat and staff recommends approval of Rancho Desierto Bello Unit 18 Final Plat.

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.: SDF25-0002 Rancho Desierto Bello Unit 18

Application Type: Final Subdivision Plat Application
P&Z Hearing Date: June 16, 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, LP.
Applicant/Rep.: TRE & Associates
Nearest Park: LTV 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:

Final Subdivision:

The proposed final 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:

Parkland and fees has been satisfied through a Parkland Developer's Participation Agreement Approved by City Council.

Staff Recommendation:

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

Planning Division Comments:

No comments

Town Engineer Comments:

1. ~~Replace Town Engineer name in signature block to now be Floyd Johnson, P.E.~~
2. ~~Revise sheet designation on sheet 1 to read "Sheet 1 of 2"~~

El Paso 9-1-1 District Comments:

No comments

TxDOT Comments:

El Paso Electric Company:

~~Please change the RAE Easement to UE Easement, we have an existing line along Claret Cup Pl.~~

Texas Gas Service:

In reference to case Rancho Desierto Bello Unit 18, 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 Independent School District:

No comments

EPCAD

No comments

HRMUD:

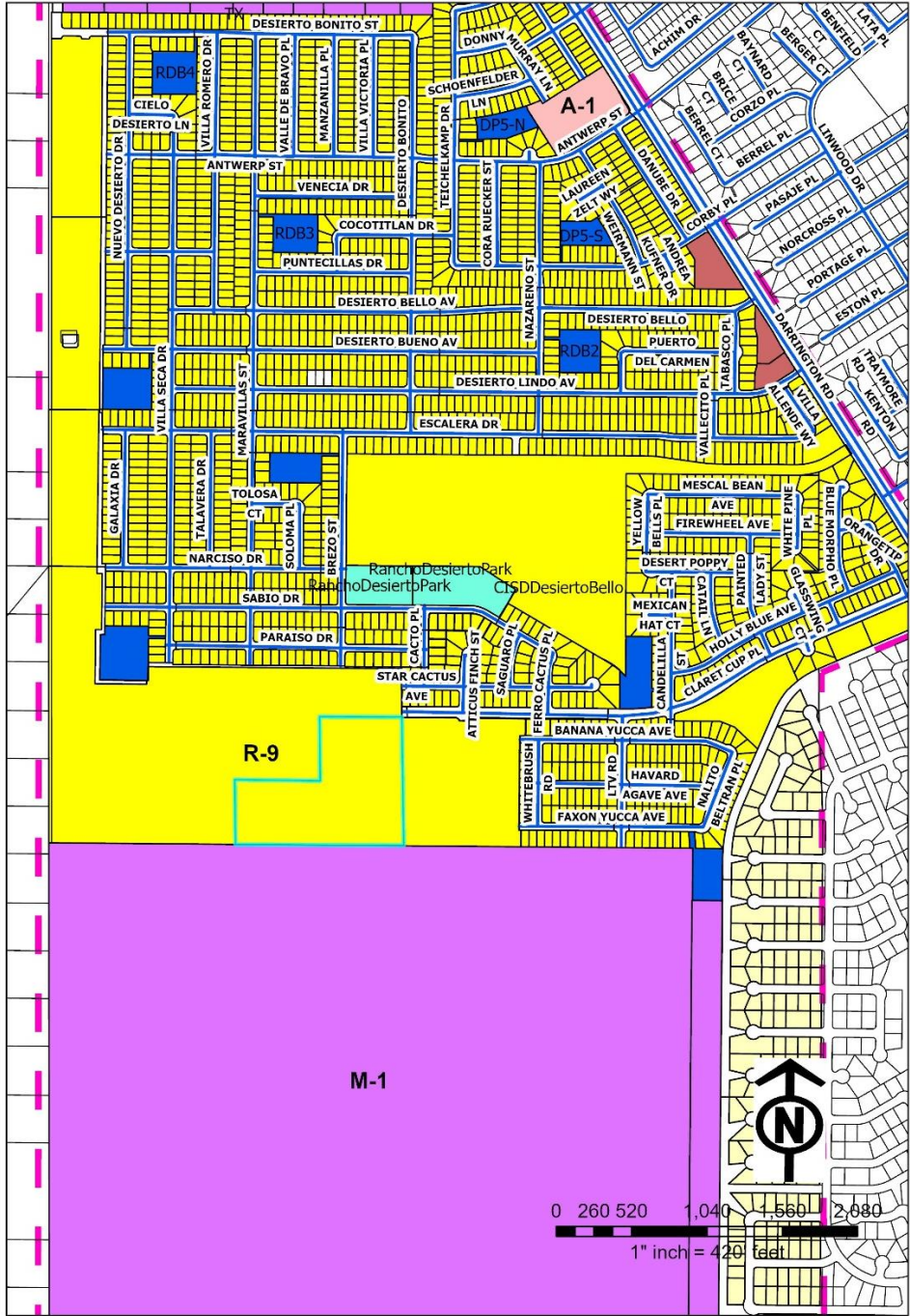
No comments

Attachments:

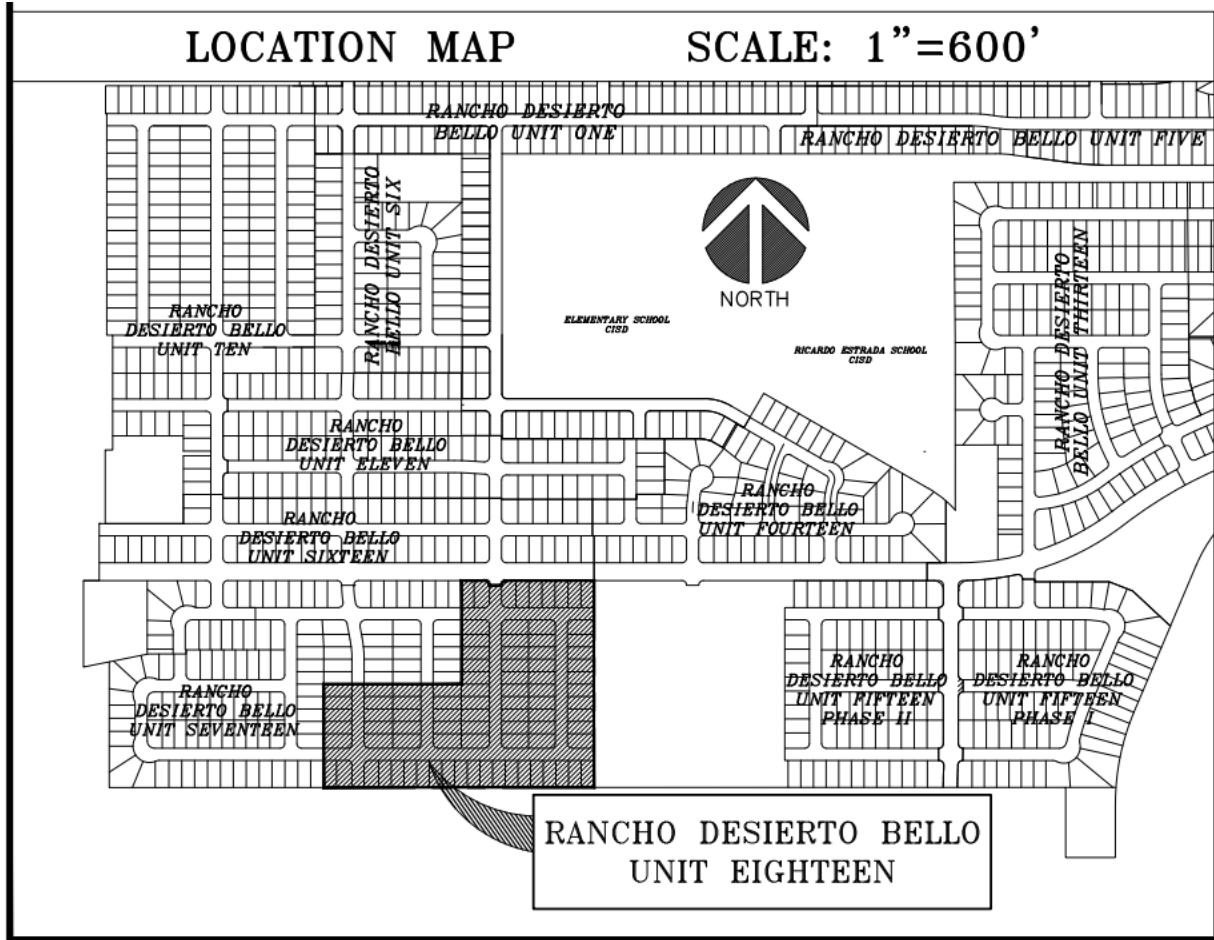
- 1 - Aerial
- 2 - Zoning Designation Map
- 3 - Location Map
- 4 - Final Plat
- 5 - Existing Right-of-Way Cross Sections
- 6 - Final Online Application

Attachment 2: Zoning Designation Map

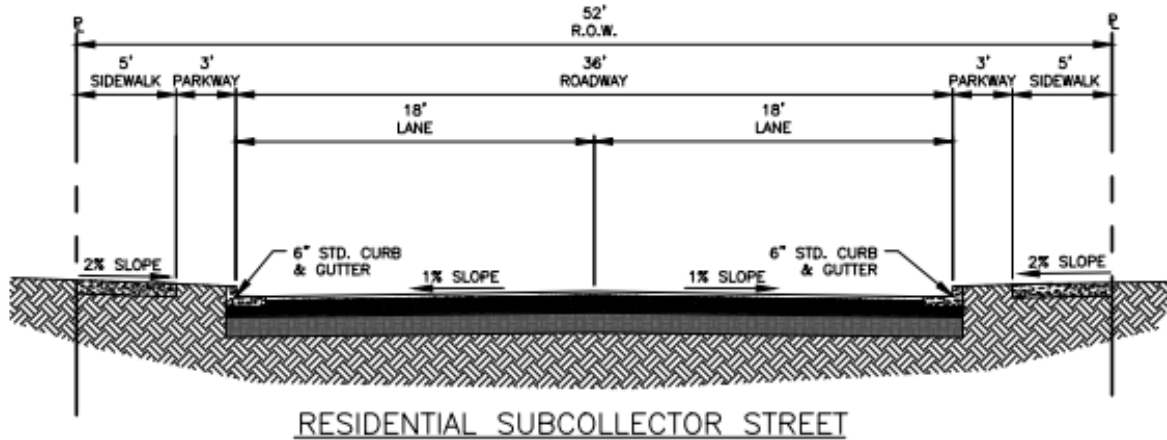
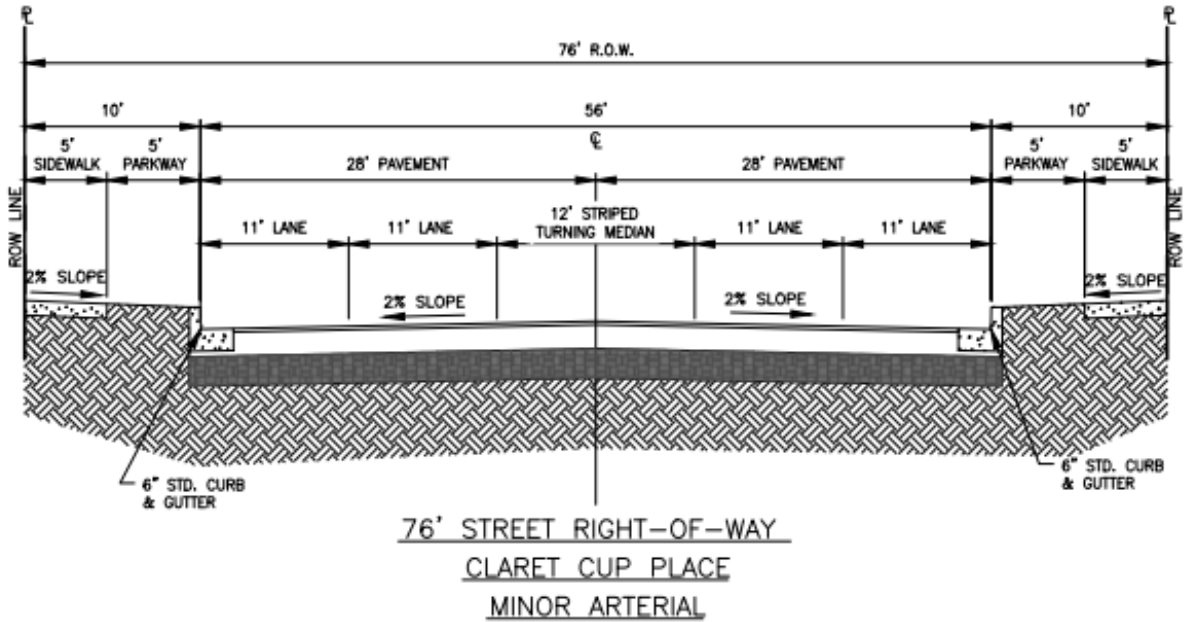
**Planning & Zoning Commission
Rancho Desierto Bello Unit 18
Case No. SDP25-0001**



Attachment 3: Location Map



Attachment 5 – Existing Right-of-Way Cross Section



Attachment 6: Final Online 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: Rancho Desierto Bello Unit 18 SUBMITTAL DATE: May 22, 2025

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
A portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas Containing 17.354 Acres +/-

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	<u>13.060</u>	<u>89</u>	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	_____	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	<u>2.261</u>	<u>1</u>
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK (Min 1 Acre)	_____	_____	R.O.W.	<u>4.293</u>	_____
SCHOOL	_____	_____	_____	_____	_____
COMMERCIAL	_____	_____	TOTAL NO. SITES	<u>89</u>	_____
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>17.353</u>	_____

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? N/A PROPOSED ZONING N/A

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

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

6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Underground storm sewer system to existing retention pond

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

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

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

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

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

12. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES NO N/A INITIALS D.H.
 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 D.H. IF YES, PLEASE SUBMIT COPY.

14. OWNER OF RECORD Viva Land Ventures, LP 11427 Rojas El Paso, TX 79936 greg@vivacf.net 915-859-8900
 (NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER SDC Development, LTD 7910 Gateway Blvd. East, Ste. 102, El Paso, TX 79915 jdurand@desertviewhomes.com 915-591-5319
 (NAME & ADDRESS) (EMAIL) (PHONE)

16. ENGINEER TRE & Associates, LLC 110 Mesa Park Dr., Ste 200, El Paso, TX 79912 Dhernandez@tr-eng.com 915-852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)

17. APPLICANT TRE & Associates, LLC 110 Mesa Park Dr., Ste 200, El Paso, TX 79912 Dhernandez@tr-eng.com 915-852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)

18. REP/POINT OF CONTACT Denise Hernandez - TRE & Associates, LLC 110 Mesa Park Dr., Ste 200, El Paso, TX 79912 Dhernandez@tr-eng.com 915-852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)

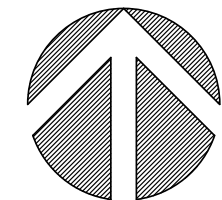
NOTE: Applicant is responsible for all expenses incurred by the City in connection with the Final plat approval request, including but not limited to attorney's fees, engineering fees and publication. Charges exceeding deposit will be invoiced separately. Initials DH

Applicant Signature *Denise Hernandez* EMAIL dhernandez@tr-eng.com

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

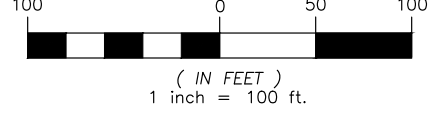
RANCHO DESIERTO BELLO UNIT EIGHTEEN

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



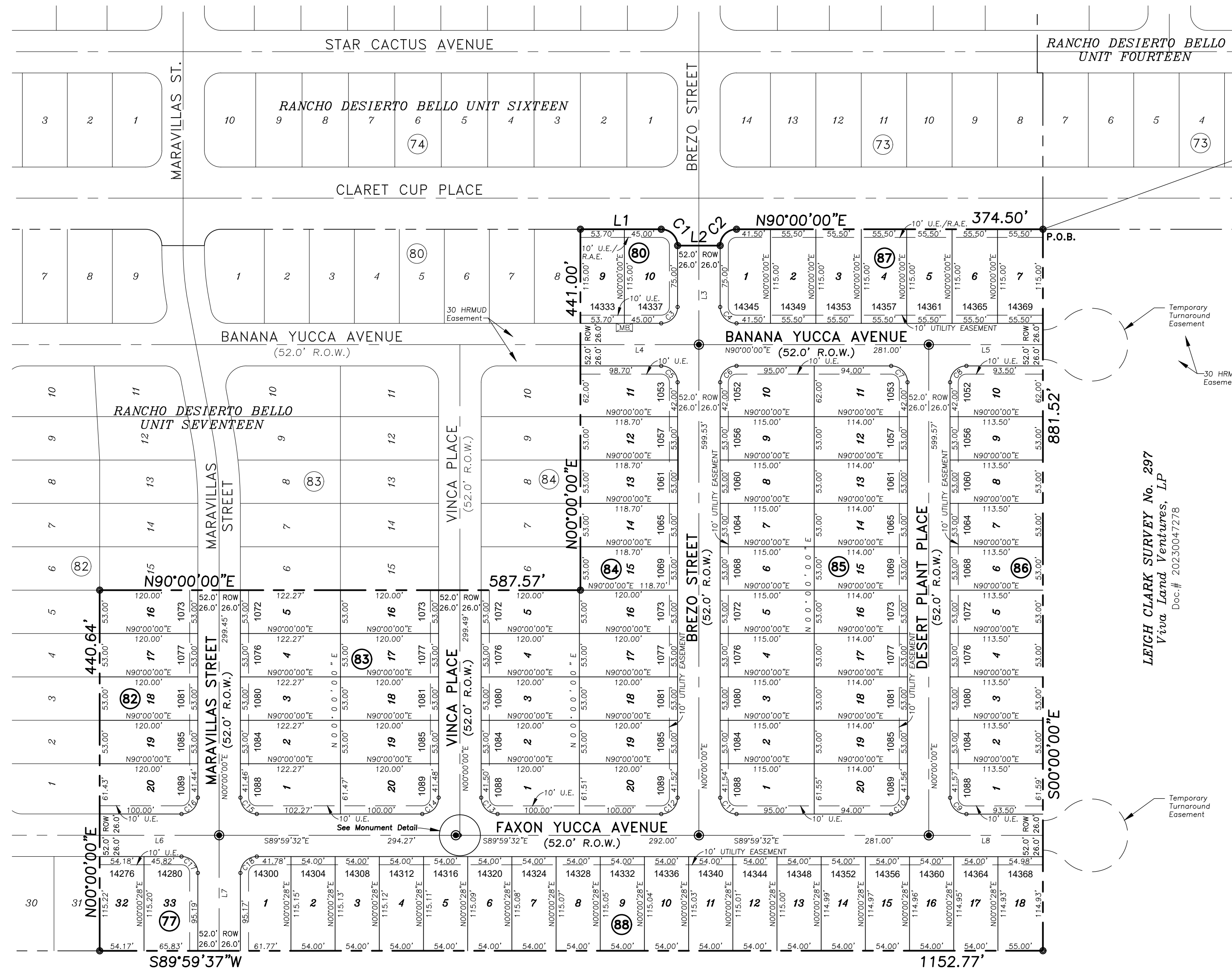
NORTH

GRAPHIC SCALE



LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- STREET CENTERLINE
- EASEMENT LINE
- U.S. POSTAL SERVICE COLLECTION BOX UNITS
- BLOCK NUMBER
- 12 LOT NUMBER
- 14333 ADDRESS
- PROPOSED CITY MONUMENT
- R.A.E. RESTRICTIVE ACCESS EASEMENT
- U.E. UTILITY EASEMENT



P.O.C. Section Corner Existing 2" Iron Pipe
SEC. 43, BLK. 78, TSP. 3, T.&P.R.R. CO. SURVEYS
57°05'02"W 3051.89'
LEIGH CLARK SURVEY No. 297
SEC. 5, BLK. 78, TSP. 4, T.&P.R.R. CO. SURVEYS

PROPOSED LAND USE

RESIDENTIAL
RESIDENTIAL LOTS = 89

SCHOOL DISTRICT

CLINT INDEPENDENT SCHOOL DISTRICT

DEDICATION

VIVA LAND VENTURES, LP, 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 overhead 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.

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 _____ 2025.

Greg DiDonna, President
VIVA LAND VENTURES, LP

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO
Before me, the undersigned authority, on this day personally appeared Greg DiDonna, President, VIVA LAND VENTURES, LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed for the purpose and consideration herein expressed.

Given under my hand and seal of office this _____ day of _____ 2025.

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 _____ 2025.

Accepted and adopted by the City Council of Town of Horizon City this _____ day of _____ 2025.

Elvia Schuller, City Clerk Andres Renteria, Mayor

Approved for filing this _____ day of _____ 2025.

HUITT-ZOLLARS, INC. (Town Engineer)
by Floyd Johnson, P.E.,
Vice President

FILING

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this _____ day of _____ 2025, in Volume _____ of the Plat Records,
Page _____, File No. _____

County Clerk _____ by Deputy _____

Subdivision Improvement Plans prepared by and under the supervision of TRE & Associates, LLC

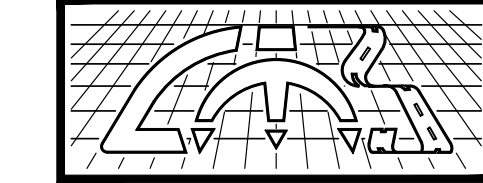
This plat represents a survey made on the ground by me or under my supervision and complies with the current Texas Board of Professional Land Surveying and Technical Standards.

ROBERTO S. ROMERO, P.E.
Licensed Professional Engineer
Texas License No. 114517

LARRY L. DREWES, R.P.L.S.
Registered Professional Land Surveyor
Texas License No. 4869



SURVEYOR



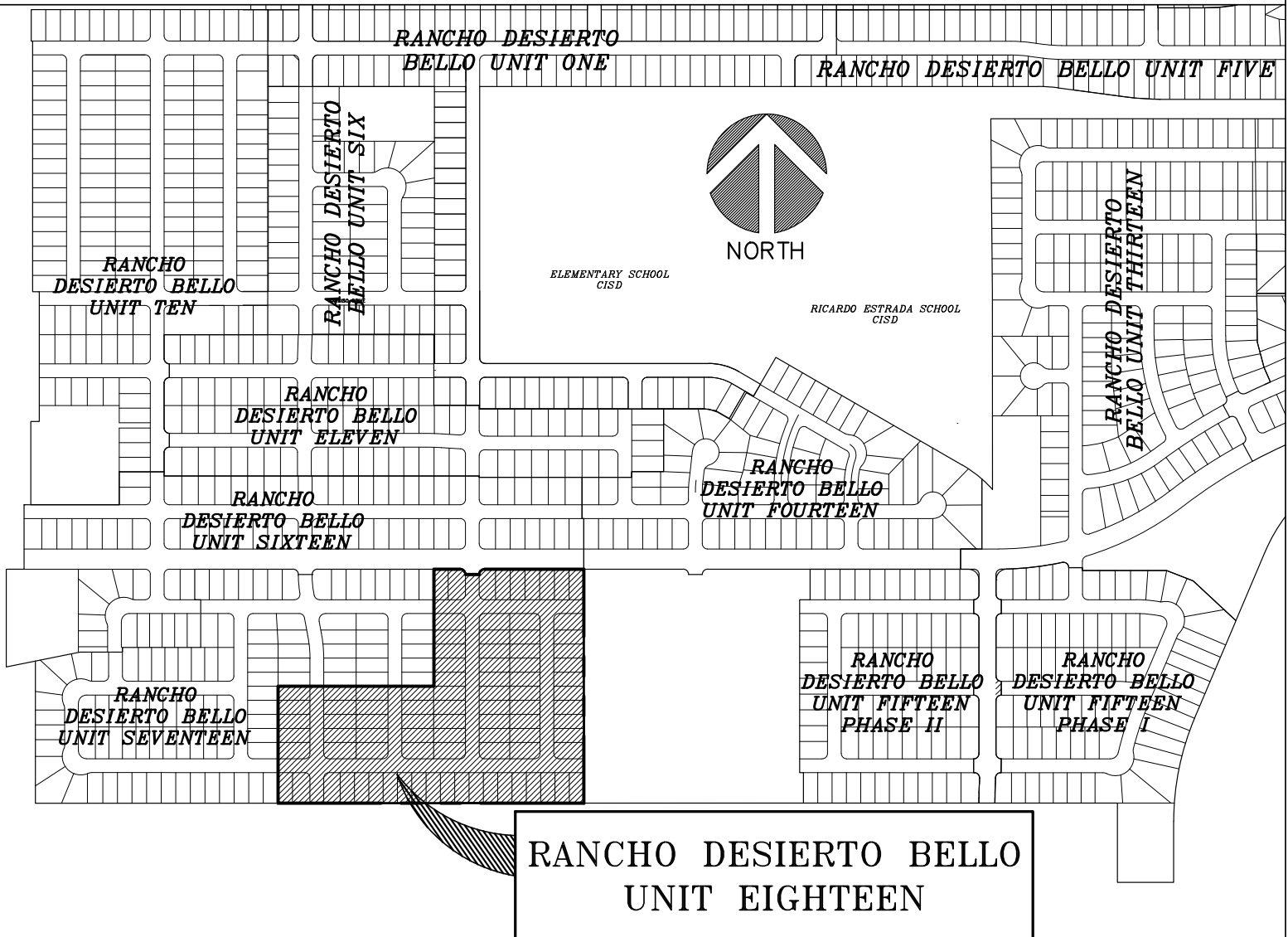
OWNER
VIVA LAND VENTURES, LP.
11427 ROJAS DRIVE
EL PASO, TEXAS 79936
(915)859-8900
CONTACT: GREG DIDONNA

110 Mesa Park Drive, Suite 200 El Paso, Texas 79912
Office (915) 852-6003 Fax (915) 629-8506

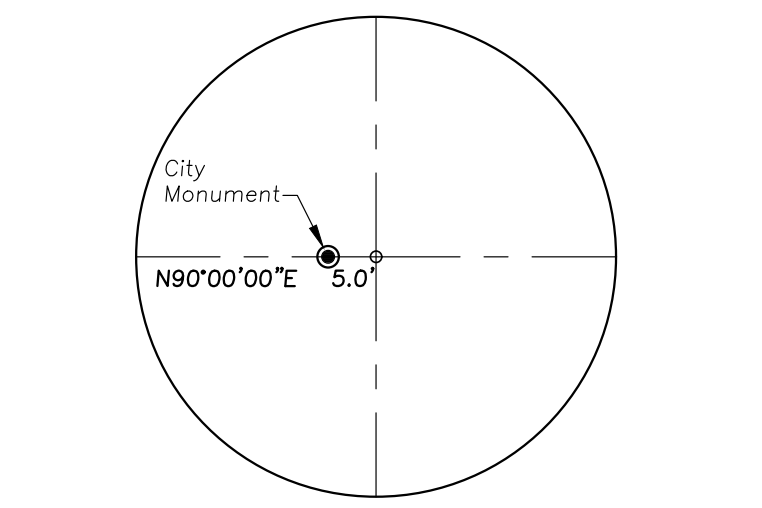
6101 W. Courtyard Dr. Bldg. 1, Suite 100 Austin, Texas 78728
Office (512) 358-4049 Fax (512) 368-6374

EGAN, MICHAEL S.
Doc.# 20170017647

LOCATION MAP SCALE: 1"=600'



MONUMENT DETAIL



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°05'02" West, a distance of 3051.89 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 DEFINITIONS IS NOT A SPECIAL FLOOD HAZARD ZONE.
- ALL UTILITY EASEMENTS ARE 10 FEET WIDE UNLESS OTHERWISE SPECIFIED.
- SET 5/8" REBAR WITH CAP STAMPED "LAND-MARK TX 4869 NM11402" AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
- TAX CERTIFICATE(S) FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT NO. _____ INSTRUMENT NO. _____
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT NO. _____
- THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO RANCHO DESIERTO BELLO UNIT EIGHTEEN BY THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT IN ACCORDANCE WITH THEIR RULES AND REGULATIONS AND WITH SECTION 16.343 OF THE TEXAS WATER CODE. WATER AND SEWER SERVICES WILL BE EXTENDED TO THE SUBDIVISION FROM EXISTING FACILITIES AND WILL BE CONSTRUCTED TO SERVE THE SUBDIVISION WITHIN ONE YEAR OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
- ACCESS TO LOTS 9 AND 10, BLOCK 80, AND LOTS 1-7, BLOCK 87, ABUTTING CLARET CUP PLACE, SHALL BE FROM OTHER DEDICATED STREETS ONLY.

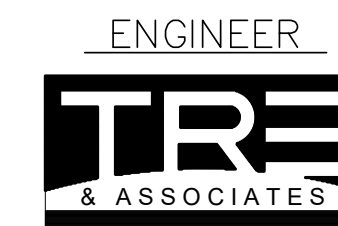
BENCHMARK
CITY MONUMENT AT THE CENTERLINE INTERSECTION OF ESCALERA DRIVE AND VALLEJO PLACE.
ELEVATION 4016.99' (NAVD 88 DATUM)

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

STREET TABLE			
NORTH - SOUTH	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'		

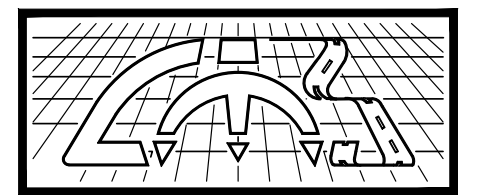
(SHEET 2 OF 2)

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

SURVEYOR



Land-Mark Professional Surveying, Inc.
1420 Bessmer Drive, Suite 'A', El Paso, Texas 79935
(915) 598-1300
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"Serving Texas, New Mexico and Arizona"

DATE OF PREPARATION: FEBRUARY 18, 2025
DATE OF LAST REVISION: JUNE 17, 2025

RESOLUTION
TOWN OF HORIZON CITY, TEXAS

WHEREAS, the Town of Horizon City Type 4B Economic Development Corporation, is a Texas non-profit corporation, and a Type B economic development corporation, created by the Town of Horizon City pursuant to Chapter 505 of the Texas Local Government Code (hereinafter referred to as the “EDC”);

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”;

WHEREAS, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children’s sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section”;

WHEREAS, the EDC’s Board of Directors have determined the economic development assistance provided to Kenazo Partners, LLC, pursuant to the Performance Agreement attached hereto as Exhibit A, is consistent with and meets the definition of “project” as that term is defined in Sections 501.103, and 505.152 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, the EDC’s Board of Directors has requested that the Town of Horizon City council approve the EDC’s Board determination that the economic development assistance provided to Kenazo Partners, LLC, pursuant to the Performance Agreement attached hereto as Exhibit A, is consistent with and meets the definition of “Project” as that term is defined in Sections 501.103, and 505.152 of the Texas Local Government Code; and the definition of “Cost” as that term is defined by Section 501.152 of the Texas Local Government Code.

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

That the Kenazo Partners, LLC economic development incentives proposed by the EDC and the City of El Paso pursuant to the Performance Agreement approved by the EDC Board and 380 Agreement approved by the City Council is a qualified “Project” and “Cost” as those terms are defined in Sections 501.103, and 505.152 of the Texas Local Government Code and Section 501.152 of the Texas Local Government Code.

SIGNED AND APPROVED the ____ day of July, 2025.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

APPROVED AS TO CONTENT:

By: _____
Elvia Schuller, City Clerk

By: _____
Eduardo Garcia, Director

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth, City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CHAPTER 380 INCENTIVE AGREEMENT

This Chapter 380 Economic Development Program Agreement ("Agreement") is made on the _____ day of _____ 2025, ("Effective Date") between the Town of Horizon City, Texas, a Home Rule Municipal Corporation, (the "City"), and Kenazo Partners LLC., a limited liability corporation authorized to conduct business in the State of Texas (the "Applicant").

RECITALS

WHEREAS, the City has the authority under Chapter 380 of the Texas Local Government Code ("Chapter 380") to make loans or grants of public funds for the purpose of promoting local economic development and stimulating business and commercial activity within the City;

WHEREAS, the City desires to provide incentives to the Applicant, pursuant to Chapter 380, for the purpose of promoting local economic development and stimulating business and expanding commercial activity in the City through the construction and operation of Applicant's office and retail center located within the City limits;

WHEREAS, the Applicant desires to receive said incentives and agrees that the receipt is expressly contingent upon its compliance with the terms of the Agreement; and

WHEREAS, the City concludes and hereby finds that this Agreement promotes economic development in the City and meets the requirements of Chapter 380.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the EDC, the City and Applicant agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- A. "Agreement" means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached and incorporated herein by reference.
- B. "Applicant" means Kenazo Partners, LLC, a Texas Limited Liability Corporation, authorized to do business in Texas.
- C. "City" means the Town of Horizon City, Texas.
- D. "Development" The word "Development" means Applicant's office and retail development, located in Horizon, City, Texas as more fully described on Exhibit A, which is attached hereto and incorporated herein for all purposes.
- E. "Effective Date" means the date the Town of Horizon City signs the Agreement.
- F. "Event of Default" shall have the meaning set forth in Section 6 hereof.
- G. "Event of Nonappropriation" means the failure of the City to appropriate for any Fiscal Year, sufficient funds to pay the Grant payment, or the reduction of any previously appropriated money below the amount necessary to permit the City to pay the Grant payments from lawfully available funds.
- H. "Grant" means each rebate payment made by the City to the Applicant pursuant to the terms of this Agreement. The amount distributed annually shall not exceed Fourteen Thousand Nine Hundred and Twenty-Three and No/100 Dollars (\$14,923.00). The aggregate amount that the City will provide in Grants shall not exceed Seventy-Four Thousand Six Hundred and Fourteen and No/100 Dollars (\$74, 614.00.)
- I. "Grant Submittal Package" means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in the Grant Submittal Package, which is attached as Exhibit B to this Agreement.
- J. "Minimum Appraisal Value" means the valuation of the real property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Development. For the purposes of this Agreement, the combined Minimum Appraisal Value is Three Million Three Hundred and Fifty Thousand and No/100 Dollars (\$3,350,000.00.) Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value.
- K. "Minimum Investment" means those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For purposes of this Agreement,

the Minimum Investment is Six Million Seven Hundred Thousand and No/100 Dollars (\$6,700,000.00).

- L. "Property" means the real and personal property located within the limits of the Town of Horizon City, El Paso County, Texas, and more specifically described in Exhibit A.
- M. "Property Tax Rebate" means an amount equal to 75% of the incremental increase of the real property tax value for the real property described on Exhibit A attached hereto over the base valuation on January 1, 2025 which shall be paid in 5 annual installments not to exceed Fourteen Thousand Nine Hundred and Twenty-Three and No/100 Dollars (\$14,923.00) each.
- N. "Qualified Expenditures" means the monetary expenditures paid or caused to be paid by Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development.

SECTION 3. TERM AND GRANT PERIOD.

- A. The Agreement shall commence on the Effective Date and shall terminate on the first to occur of: July 1, 2033; (ii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iii) termination by mutual consent of the parties in writing ("Term").
- B. Applicant's eligibility for Grant payments shall be limited to five (5) consecutive years within the Term of this Agreement (the "Grant Period"). The first year of the Grant Period shall be the first tax year after the issuance of the certificate of occupancy but not before 2029, for the Development. A temporary certificate of occupancy does not qualify as a certificate of occupancy.
- C. Applicant's eligibility for Grant payments shall be limited to five (5) consecutive years within the Term of this Agreement (the "Grant Period"). The first year of the Grant Period shall be the first tax year after the issuance of the certificate of occupancy but not before 2029, for the Development. A temporary certificate of occupancy does not qualify as a certificate of occupancy.

SECTION 4. OBLIGATIONS OF APPLICANT.

A. DEVELOPMENT.

- (1) Applicant shall construct, at its sole cost and expense, the Development and shall expend a minimum of Six Million Seven Hundred Thousand and No/100 Dollars (\$6,700,000.00) in Qualified Expenditures to construct the Development.
- (2) Applicant shall obtain all building permits for the Development within twelve (12) months after the Effective Date.

- (3) Within thirty (36) months after the Effective Date, Applicant shall submit documentation to the City to verify the following:
 - i. The expenditure of a minimum of Six Million Seven Hundred Thousand and No/100 Dollars (\$6,700,000.00) in Qualified Expenditures; and
 - ii. That Applicant has received a Certificate of Occupancy for the Development.
- (4) Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.
- (5) Job Fair Requirement. Applicant shall coordinate with the development's future tenants and the Workforce Solutions Borderplex (WSB) to organize a Horizon City-based job fair upon the initiation of employee recruitment by future tenants of the development.
- (6) Applicant agrees to make best efforts to coordinate with the Development's future tenants and Workforce Solutions Borderplex to post job openings on the WSB website.
- (7) Applicant agrees to submit a site plan that substantially conforms to the renderings described and included in Exhibit A.
- (8) Applicant agrees that during the Term of this Agreement, the Property shall be limited to those uses consistent with the Development.
- (9) Applicant shall demonstrate, before the receipts of any Grant payments, that Applicant has incurred no delinquency taxes by providing certified tax certificates for any parcel of property owned by Applicant in the Town of Horizon City.
- (10) Applicant agrees that during the Term of this Agreement it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District of Three Million Three Hundred and Fifty Thousand and No/100 Dollars (\$3,350,000.00) or less. The parties to this Agreement agree that the taxable value of the Development, after completion of all construction and improvements, will have a Minimum Appraisal Value as defined in Section 2(J) above and thereafter as adjusted annually for normal depreciation during the term of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, Applicant agrees that neither this Agreement, not the values contained within, will be utilized to contest appraisal values or in the calculation of the market value of the Development.
- (11) Applicant, during normal business hours, at its principal place of business in Horizon City, and with two weeks written notice, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for

audit, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.

- (12) Applicant shall provide all required invoices and other required documentation to the City electronically at the following address: eschuller@horizoncity.org

B. GRANT SUBMITTAL PACKAGE.

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

- (1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in Exhibit B, together with the requisite documentation. The Applicant shall submit to the City, the initial Grant Submittal Package no later July 1, 2029, or within 30 business days after this date. Thereafter, the Applicant's annual Grant Submittal Package be submitted on or within 30 business days after July 1st of each year. A failure by the Applicant to submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year.
- (2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City to obtain verification.
- (3) The City's determination of the amount of the Grant payment due to the Applicant is final.

SECTION 5. OBLIGATIONS OF THE CITY

During the Term of this Agreement, and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement the City agrees as follows:

- A. The City agrees to provide a Property Tax Rebate not to exceed Fourteen Thousand Nine Hundred and Twenty-Three and No/100 Dollars (\$14,923.00) per year and Seventy-Four Thousand Six Hundred and Fourteen and No/100 Dollars (\$74,614.00) in aggregate, in accordance with the terms and provisions of this Agreement, as described in Exhibit C
- B. The Property Tax Rebate shall be paid once a year for five years .
- C. Payments shall be made by the City within 90 days of receipt of a complete Grant Submittal package provided that the City is able to verify compliance with the terms of this Agreement within 60 days of receipt. Failure to provide adequate information to evidence compliance with the Applicant's obligations and may result in the termination of the Agreement by the City as set forth in Section 8 below.

SECTION 6. EVENTS OF DEFAULT.

Each of the following Paragraphs A through D shall constitute an Event of Default.

- A. Failure to Operate and Maintain Development and Job Fair Requirement. Applicant's failure or refusal to operate the Development and organize a Horizon City-based job fair, pursuant to this Agreement through the Grant Period, and Applicant's failure or refusal to cure within sixty (60) days after written notice from the City describing such failure, shall be deemed an event of default. If such failure cannot be cured within such sixty (60) day period in the exercise of all due diligence, but the Applicant has commenced such cure within such sixty (60) day period and continue to thereafter diligently prosecute the cure of such failure such actions or omissions shall not be deemed an event of default, provided the cure is ultimately cured within one hundred and twenty (120) days of the original notice by the City
- B. False Statements. Any representation or statement made or furnished to the City by Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 60 days after Applicant learns of its false or misleading nature.
- C. Insolvency. Applicant files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Applicant and the Applicant is thereafter adjudicated bankruptcy, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant.

The dissolution or termination of Applicant's existence as a going business or concern, Applicant's insolvency, appointment of receiver for any part of Applicant's portion of the Property, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicant shall all be deemed events of default. However, in the case of -involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no event of default shall be deemed to have occurred.
- D. Property Taxes. In the event Applicant allows any personal or real property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 60 days after written notice thereof from the City and/or El Paso Central Appraisal District, such actions or omissions shall be deemed an event of default. Subject to the restrictions noted herein, Applicant shall have the right to contest the appraised value of the Development.

- E. Notice and Opportunity to Cure. If an Event of Default occurs, the City will provide Applicant with written notice of the default and Applicant shall have 60 days from the receipt of said notice to cure the default (the "Cure Period"). If the default cannot be remedied within the Cure Period but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the City's sole discretion for a reasonable time. The City, in its sole discretion, shall determine what constitutes "a reasonable time" and what constitutes "a diligent effort" for purposes of this provision. If the City agrees to extend the Cure Period past the 60 days, the City shall notify the Applicant, in writing, of the expiration date of the extended cure period.
- F. Failure to Cure. If an Event of Default occurs and, after receipt of written notice and opportunity to cure as herein provided, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City's obligations hereunder will end and the City may exercise any other right or remedy available at law or in equity, including initiation of litigation to recapture grant funds to Applicant received during the term of the Agreement and before the respective Event(s) of Default that resulted in the termination of the Agreement. The obligation to pay the City the recaptured amounts shall survive the termination of the Agreement.
- G. Liability. To the extent allowable by Texas Law; in no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental or consequential damages. In no event shall the liability of either party exceed the value of Grant Payments issued hereunder and the attorney's fees and costs of collection incurred in recapturing Property Tax Rebate paid to the Applicant prior to the Event of Default and termination of this Agreement.

SECTION 7. RECAPTURE.

Should the Applicant default under Section 6 of this Agreement and provided that the cure period for such default has expired, all Grants previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within 60 days from the date of such termination.

In the event Applicant fails to repay the City the total of all Grants paid by the City pursuant to the Agreement within 60 days of the termination of the Agreement because of an Event of Default, the City will be entitled to collect reasonable attorney's fees and costs of litigation incurred in connection with the collection the recaptured Grant Funds.

SECTION 8. TERMINATION OF AGREEMENT BY THE CITY WITHOUT DEFAULT.

The City may terminate this Agreement without an event of default and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual,

impractical or illegal, including any case law holding that a Chapter 380 Agreement such as this Agreement is an unconstitutional debt.

SECTION 9. GENERAL PROVISIONS

- A. **AMENDMENTS.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by all parties.
- B. **ASSIGNMENT OF APPLICANT'S RIGHTS.** Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Grant proceeds without the City prior written consent. Any such attempt to sell, transfer, assign or convey without the City prior written consent is void and may result in the immediate termination of this Agreement, with no ability for the Applicant to cure.
- C. **APPLICANT'S SALE OR TRANSFER OF THE DEVELOPMENT.** Prior to any sale or other transfer of ownership rights in the Development, Applicant shall notify the City in writing of such sale or transfer 30 business days before the effective date of such sale or transfer.
- D. **AUTHORITY TO BIND.** The individual executing this Agreement on Applicant's behalf represents and warrants that he or she has the power and authority to bind Applicant to the terms and obligations of this Agreement.
- E. **BINDING OBLIGATION.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. The individual executing this Agreement on Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.
- F. **COMPLETION OF DEVELOPMENT.** As consideration for the agreements of the City as contained herein, Applicant agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Development in accordance with all applicable federal, state and local laws and regulations.
- G. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- H. **EMPLOYMENT OF UNDOCUMENTED WORKERS.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(t), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than one hundred

twenty (120) days after the date Applicant is notified by the City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to the City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.

- I. NO JOINT VENTURE. The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.
- J. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- K. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "business days" means Monday through Friday excluding Town of Horizon City holidays and "calendar days" means Monday through Sunday excluding Town of Horizon City holidays.
- L. EXECUTION OF AGREEMENT. The City's Mayor has received authority to execute this Agreement on behalf of the City from the Horizon City Council through approval of a resolution.
- M. NOTICES. The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

(1) To the Town of Horizon City:
Attn: Mayor of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

(2) With a Copy to the Horizon Economic Development Corporation
Attn: Executive Director
1525 Oxbow Road
Horizon City, Texas 79928

(3) To the Applicant:

Kenazo Partners, LLC
2121 N. St. Vrain
El Paso, Texas 79902
Attn: Dr. Robert Moreno

Applicant shall provide all required invoices and other required documentation to the City electronically at the following address:

eschuller@horizoncity.org

CONFIDENTIALITY. The Applicant acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act or TPIA). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act). The confidentiality of such records, employment records, and any other records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. Specifically, and in accordance with TPIA the City will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of Applicant as a basis for nondisclosure.

N. GOVERNING LAW. This Agreement is governed by Texas law.

O. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

P. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

Q. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

R. GOVERNMENTAL FUNCTIONS. The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a non-profit entity performing economic development governmental function.

S. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this

Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.

- T. AUDITING RECORDS FOR THE SPECIFIC PROJECT. The Applicant will allow the City to inspect and copy all records pertaining to the Development of this Agreement.
- U. FORCE MAJEURE. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed beyond such party's reasonable control by reason of war, civil commotion, acts of God, severe weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was reasonably delayed. The party wishing to avail themselves of this provision must provide timely notice to the other party, with timely notice being within one hundred and eighty (180) days of the force majeure event.
- V. SUCCESSORS AND ASSIGNS. This Agreement is binding on the City and the Applicant, and the Applicant's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- W. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.
- X. PROVISIONS SURVIVING THIS AGREEMENT, Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement. The obligation to repay the City the total amount of Grant Payments made during the term of the Agreement in the event of termination due to an Event of Default shall survive the termination of the Agreement.
- Y. REPRESENTATIONS AND WARRANTIES. The Applicant warrants to the City that the Applicant has all required licenses, permits, and expertise to perform its obligations pursuant to this Agreement. The person executing this Agreement on behalf of both parties
- Z. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.
- AA. ORDINANCE APPLICABILITY. The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising; provided, however, no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Development unless specifically enumerated herein.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the Effective Date below.

(Signatures on next page)

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, _____ of Kenazo Partners, LLC, a Texas limited liability company, on behalf of said Texas company.

Notary Public, State of Texas.
My Commission Expires: _____

EXHIBIT A

Project Kenazo Partners LLC is a property development firm interested in constructing a 36,000 sq. ft. office park to lease and sell to a variety of users, with a minimum of 51% of medical-related users. As part of this development, the builder will be required to invest a minimum of \$6,700,000 to construct the facility in a manner that significantly matches the renderings shown below.

Development



EXHIBIT A (continued)

Location and Legal Description

The facility will be constructed in what is currently three (3) separate parcels of land, all located within Horizon City, Texas, to be combined into one parcel for construction.

Legal Description:

Parcel 1 - PID: 206646

78 TSP 3 SEC 31 T & P SURV (2.9686 AC)

Parcel 2 – PID : 603425

78 TSP 3 SEC 31 T & P SURV (1.9686 AC)

Parcel 3 – PID : 93726

78 TSP 3 SEC 31 T & P SURV (1.9686 AC)

EXHIBIT B

Grant Submittal Package Form

Kenazo Partners, LLC believes that it has substantially met its obligations under the Chapter 380 Agreement dated the day of _____. Pursuant to the Agreement, Applicant submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted.

1. [INITIAL GRANT SUBMITTAL ONLY] Copies of all applicable approvals and permits;
2. [INITIAL GRANT SUBMITTAL ONLY] Documentation to evidence the amount of development fees paid as a result of the Development;
3. [INITIAL GRANT SUBMITTAL ONLY] Documentation to evidence minimum expenditures to date and not previously verified;
4. [INITIAL GRANT SUBMITTAL ONLY] Certificate of Occupancy;
5. Property Tax Payment Receipt(s) showing proof of payment for tax year _____;
6. Proof of Horizon City Job Fair event.

It is understood by Applicant that the Town of Horizon City has up to ninety (90) days to process this request and reserves the right to deny the Grant claim if the terms of the Agreement have not been complied with.

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, as _____ of Kenazo Partners, LLC.

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT C

Property Tax Rebate Table

Year	Rebate Percentage
Year 1	75%
Year 2	75%
Year 3	75%
Year 4	75%
Year 5	75%

The amount of rebate shall be the lesser of 75% of the incremental real property tax value increase over the base year valuation or \$343,127.00 each year. The total amount of rebate over the term of the Agreement shall not exceed \$74,614.00.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF HORIZON CITY TYPE 4B ECONOMIC DEVELOPMENT CORPORATION, TEXAS NON-PROFIT CORPORATION, AND A TYPE B ECONOMIC DEVELOPMENT CORPORATION, AUTHORIZING AND APPROVING THE PERFORMANCE AGREEMENT WITH KENAZO PARTNERS, LLC, REGARDING THE CONSTRUCTION OF NEW OFFICE FACILITIES WITHIN HORIZON CITY, TEXAS; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Town of Horizon City Type 4B Economic Development Corporation, a Texas non-profit corporation, and a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code (hereinafter referred to as the “EDC”); and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . .”; and

WHEREAS, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children’s sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section”; and

WHEREAS, the EDC’s Board of Directors have determined the economic development assistance provided to Kenazo Partners, LLC, pursuant to the Performance Agreement attached hereto as Exhibit A, is consistent with and meets the definition of “project” as that term is defined in Sections 501.103, and 505.152 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TOWN OF HORIZON CITY TYPE 4B ECONOMIC DEVELOPMENT CORPORATION, AS FOLLOWS:

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the Town of Horizon City Type 4B Economic Development Corporation and are fully incorporated into the body of this Resolution.

Section 2. That the Board of Directors of the Town of Horizon City Type 4B Economic

Development Corporation find and determine that the project and the Performance Agreement, attached hereto as *Exhibit A*, will promote new and expanded business development, and is otherwise consistent with Sections 501.103 and 505.158 of the Texas Local Government Code.

Section 3. That the Board of Directors of the Town of Horizon City Type 4B Economic Development Corporation do hereby approve the Performance Agreement, attached hereto as *Exhibit A*, regarding Kenazo Partners, LLC’s construction of new office facilities within Horizon City, Texas. Pursuant to the Agreement, Kenazo Partners, LLC will invest \$6.7 million dollars. In exchange, the EDC will provide incentives not to exceed \$40,000.00 to be paid over 4 years. In addition, the Board of Directors of the Town of Horizon City Type 4B Economic Development Corporation authorize the President to execute said Performance Agreement and this Resolution.

Section 4. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the Board of Directors of the Town of Horizon City Type 4B Economic Development Corporation, on this the _____ day of _____, 2025.

**TOWN OF HORIZON CITY TYPE 4B
ECONOMIC DEVELOPMENT
CORPORATION,**
A Texas non-profit corporation,

By: _____
Walter Miller, HEDC Board President

ATTEST:

By: _____
Veronica Rojas, HEDC Board Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Jeff Moore, HEDC Attorney

Eduardo Garcia, Director

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERFORMANCE AGREEMENT

This Performance Agreement ("Agreement") is made on the ____ day of _____ 2025, ("Effective Date") between the **TOWN OF HORIZON CITY TYPE 4B ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation, and a Type B economic development corporation (the "HEDC"), and **KENAZO PARTNERS, LLC**, a Texas limited liability company authorized to conduct business in the State of Texas (the "Applicant").

RECITALS

WHEREAS, the Town of Horizon City Type 4B Economic Development Corporation is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended (the "EDC"); and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . ."; and

WHEREAS, Section 505.152 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "land, buildings, equipment, facilities, and improvements found by the board of directors to be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section"; and

WHEREAS, the Horizon Economic Development Corporation desires to provide incentives to the Applicant, pursuant to this Performance Agreement, for the purpose of promoting local economic development and stimulating business and expanding commercial activity in the Horizon City through the construction and operation of Applicant's 36,000 sq. ft. medical and retail office center located within the Horizon City limits;

WHEREAS, the Applicant desires to receive said incentives and agrees that the receipt is expressly contingent upon its compliance with the terms of the Agreement; and

WHEREAS, the EDC's Board of Directors have determined the financial assistance to be provided to Applicant is consistent and meets the definition of "project" as that term is defined in Sections 501.103 and 505.152 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Applicant agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the Town Council of the Town of Horizon City, Texas, to approve all programs and expenditures of the EDC, and accordingly this Agreement is not effective until Town Council has approved this project at a Town Council meeting called and held for that purpose

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the EDC and Applicant agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- A. "Agreement" means this Performance Agreement, together with all exhibits and schedules attached and incorporated herein by reference.
- B. "Applicant" means Kenazo Partners, LLC a Texas Limited Liability Corporation, authorized to do business in Texas.
- C. "Development" The word "Development" means Applicant's 36,000 sq. ft. medical and retail office center, located in Horizon City, Texas as more fully described on *Exhibit A*, which is attached hereto and incorporated herein for all purposes.
- D. "EDC" means the Town of Horizon City Type 4B Economic Development Corporation is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code.
- E. "Effective Date" means the date the executive director of the EDC, or their designee, signs the Agreement.
- F. "Event of Default" shall have the meaning set forth in Section 6 hereof.

- G. "Event of Nonappropriation" means the failure of the EDC to appropriate for any Fiscal Year, sufficient funds to pay the Grant payment, or the reduction of any previously appropriated money below the amount necessary to permit the EDC to pay the Grant payments from lawfully available funds.
- H. "Grant" means each payment made by the EDC to the Applicant pursuant to the terms of this Agreement. The aggregate amount that the EDC will provide in Grants shall not exceed \$40,000.
- I. "Grant Submittal Package" means the documentation required to be supplied to EDC as a condition of receipt of any Grant, with such documentation more fully described in the Grant Submittal Package, which is attached as *Exhibit B* to this Agreement.
- J. "Minimum Appraisal Value" means the valuation of the Real and Personal Property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Development. For the purposes of this Agreement, the combined Minimum Appraisal Value is \$3,350,000.00. Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value.
- K. "Minimum Investment" means those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For the purposes of this Agreement, the Minimum Investment is Six Million Seven Hundred Thousand and No/100 Dollars (\$6,700,000.00).
- L. "Property" means the real and personal property located within the limits of the Town of Horizon City, El Paso County, Texas, and more specifically described in *Exhibit A*.
- M. "Qualified Expenditures" means the monetary expenditures paid or caused to be paid by Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development, and which meet the definition of "project" as that term is defined in Sections 501.103 and 505.152 of the Act, and meet the definition of "cost" as that term is defined in Section 501.152 of the Act.
- N. "Development Grant" means an amount equal to \$10,000 per year, which shall be paid in 4 annual installments. The total amount of this grant is not to exceed \$40,000.

SECTION 3. TERM AND GRANT PERIOD.

- A. The Agreement shall commence on the Effective Date and shall terminate on the first to occur of: July 1, 2033; (ii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iii) termination by mutual consent of the parties in writing ("Term").

- B. Applicant's eligibility for Grant payments shall be limited to four (4) consecutive years within the Term of this Agreement (the "Grant Period"). The first year of the Grant Period shall be the first tax year after the issuance of the certificate of occupancy but not before 2029, for the Development. A temporary certificate of occupancy does not qualify as a certificate of occupancy.

SECTION 4. OBLIGATIONS OF APPLICANT.

A. DEVELOPMENT.

- (1) Applicant shall construct, at its sole cost and expense, the Development and shall expend a minimum of Six Million Seven Hundred Thousand and No/100 Dollars (\$6,700.000.00) in Qualified Expenditures to construct the Development.
- (2) Applicant shall obtain all building permits for the Development within twelve (12) months after the Effective Date.
- (3) Within thirty (36) months after the Effective Date, Applicant shall submit documentation to the EDC to verify the following:
 - i. The expenditure of a minimum of Six Million Seven Hundred Thousand and No/100 Dollars (\$6,700.000.00) in Qualified Expenditures; and
 - ii. That Applicant has received a Certificate of Occupancy for the Development.
- (4) Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.
- (5) Job Fair Requirement. Applicants agree to coordinate with the development's future tenants and the Workforce Solutions Borderplex (WSB) to organize a Horizon City-based job fair upon the initiation of employee recruitment by future tenants of the development.
- (6) Applicant agrees to make best efforts to coordinate with the Development's future tenants and Workforce Solutions Borderplex to post job openings on the WSB website.
- (7) Applicant agrees to submit a site plan that substantially conforms to the renderings described and included in *Exhibit A*.
- (8) Applicant agrees that during the Term of this Agreement, the Property shall be limited to those uses consistent with the Development.
- (9) Applicant shall demonstrate, before the receipts of any Grant payments, that Applicant has incurred no delinquency taxes by providing certified tax certificates for any parcel of property owned by Applicant in the Town of Horizon City.
- (10) Applicant agrees that during the Term of this Agreement it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District of \$3,350,000.00 or less. The parties to this Agreement agree that the taxable value of the Development, after completion of all construction and improvements, will

have a Minimum Appraisal Value as defined in Section 2(J) above and thereafter as adjusted annually for normal depreciation during the term of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, Applicant agrees that neither this Agreement, not the values contained within, will be utilized to contest appraisal values or in the calculation of the market value of the Development.

- (11) Applicant, during normal business hours, at its principal place of business in Horizon City, and with two weeks written notice, shall allow the EDC or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit, if so requested by the EDC. The confidentiality of such records will be maintained in accordance with all applicable laws.
- (12) Applicant shall provide all required invoices and other required documentation to EDC electronically at the following address: egarcia@horizonedc.com

B. GRANT SUBMITTAL PACKAGE.

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

- (1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in Exhibit B, together with the requisite documentation. The Applicant shall submit to the EDC the initial Grant Submittal Package no later **July 1, 2029**, or within 30 business days after this date. Thereafter, the Applicant's annual Grant Submittal Package be submitted on or within 30 business days after July 1st of each year. A failure by the Applicant to submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year.
- (2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the EDC documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The EDC will provide to the Applicant a written explanation for any Minimum Investment that the EDC determines cannot be verified. The Applicant may submit additional documentation to the EDC in order to obtain verification.
- (3) The EDC's determination of the amount of the Grant payment due to the Applicant is final.

SECTION 5. OBLIGATIONS OF THE EDC.

During the Term of this Agreement, and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement the EDC agrees as follows:

- A. The EDC agrees to provide a grant of not to exceed **Ten Thousand and No/100 Dollars (\$10,000.00)** per year, accordance with the terms and provisions of this Agreement.
- B. Payments shall be made by the EDC within 90 days of receipt of a complete Grant Submittal package provided that the EDC is able to verify compliance with the terms of this Agreement within 60 days of receipt. Failure to provide adequate information to evidence compliance with the Applicant's obligations and may result in the termination of the Agreement by the EDC as set forth in Section 6 below.

SECTION 6. EVENTS OF DEFAULT.

Each of the following Paragraphs A through D shall constitute an Event of Default.

- A. Failure to Operate and Maintain Development and Job Fair Requirement. Applicant's failure or refusal to operate the Development and organize a Horizon City-based job fair, pursuant to this Agreement through the Grant Period, and Applicant's failure or refusal to cure within sixty (60) days after written notice from the EDC describing such failure, shall be deemed an event of default. If such failure cannot be cured within such sixty (60) day period in the exercise of all due diligence, but the Applicant has commenced such cure within such sixty (60) day period and continue to thereafter diligently prosecute the cure of such failure1 such actions or omissions shall not be deemed an event of default, provided the cure is ultimately cured within one hundred and twenty (120) days of the original notice by EDC.
- B. False Statements. Any representation or statement made or furnished to the EDC by Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and Applicant fails to provide written notice to the EDC of the false or misleading nature of such representation or statement within 60 days after Applicant learns of its false or misleading nature.
- C. Insolvency. Applicant files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Applicant and the Applicant is thereafter adjudicated bankruptcy, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant. The dissolution or termination of Applicant's existence as a going business or concern, Applicant's insolvency, appointment of receiver for any part of Applicant's portion of the Property, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicant shall all be deemed events of default. However, in the case of -involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no event of default shall be deemed to have occurred.

- D. **Property Taxes.** In the event Applicant allows any personal or real property taxes owed to the EDC to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 60 days after written notice thereof from the EDC and/or El Paso Central Appraisal District, such actions or omissions shall be deemed an event of default. Subject to the restrictions noted herein, Applicant shall have the right to contest the appraised value of the Development.
- E. **Notice and Opportunity to Cure.** If an Event of Default occurs, the EDC will provide Applicant with written notice of the default and Applicant shall have 60 days from the receipt of said notice to cure the default (the "Cure Period"). If the default cannot be remedied within the Cure Period but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the EDC's sole discretion for a reasonable time. The EDC, in its sole discretion, shall determine what constitutes "a reasonable time" and what constitutes "a diligent effort" for purposes of this provision. If the EDC agrees to extend the Cure Period past the 60 days, the EDC shall notify the Applicant, in writing, of the expiration date of the extended cure period.
- F. **Failure to Cure.** If an Event of Default occurs and, after receipt of written notice and opportunity to cure as herein provided, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the EDC by written notice to the Applicant at which time the EDC's obligations hereunder will end and the EDC may exercise any other right or remedy available at law or in equity, including initiation of litigation to recapture grant funds to Applicant received during the term of the Agreement and before the respective Event(s) of Default that resulted in the termination of the Agreement. The obligation to pay the EDC the recaptured amounts shall survive the termination of the Agreement.
- G. **Liability.** To the extent allowable by Texas Law; in no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental or consequential damages. In no event shall the liability of either party exceed the value of Grant Payments issued hereunder and the attorney's fees and costs of collection incurred in recapturing Property Tax Rebate paid to the Applicant prior to the Event of Default and termination of this Agreement.

SECTION 7. RECAPTURE.

Should the Applicant default under Section 6 of this Agreement and provided that the cure period for such default has expired, all Grants previously provided by the EDC pursuant to this Agreement shall be recaptured and repaid by Applicant within 60 days from the date of such termination.

In the event Applicant fails to repay the EDC the total of all Grants paid by the EDC pursuant to the Agreement within 60 days of the termination of the Agreement because of an Event of Default, the EDC will be entitled to collect reasonable attorney's fees and costs of litigation incurred in connection with the collection the recaptured Grant Funds.

SECTION 8. TERMINATION OF AGREEMENT BY EDC WITHOUT DEFAULT.

The EDC may terminate this Agreement without an event of default and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that a Performance Agreement such as this Agreement is an unconstitutional debt.

SECTION 9. GENERAL PROVISIONS

- A. **AMENDMENTS.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by all parties.
- B. **ASSIGNMENT OF APPLICANT'S RIGHTS.** Applicant understands and agrees that the EDC expressly prohibits Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Grant proceeds without the EDC's prior written consent. Any such attempt to sell, transfer, assign or convey without the EDC's prior written consent is void and may result in the immediate termination of this Agreement, with no ability for the Applicant to cure.
- C. **APPLICANT'S SALE OR TRANSFER OF THE DEVELOPMENT.** Prior to any sale or other transfer of ownership rights in the Development, Applicant shall notify the EDC in writing of such sale or transfer 30 business days before the effective date of such sale or transfer.
- D. **AUTHORITY TO BIND.** The individual executing this Agreement on Applicant's behalf represents and warrants that he or she has the power and authority to bind Applicant to the terms and obligations of this Agreement.
- E. **BINDING OBLIGATION.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. EDC warrants and represents that the individual executing this Agreement on behalf of EDC has full authority to execute this Agreement and bind EDC to the same. The individual executing this Agreement on Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.
- F. **COMPLETION OF DEVELOPMENT.** As consideration for the agreements of the EDC as contained herein, Applicant agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Development in accordance with all applicable federal, state and local laws and regulations.
- G. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.

- H. EMPLOYMENT OF UNDOCUMENTED WORKERS. During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(t), Applicant shall repay the amount of the Grant payments received by Applicant from the EDC as of the date of such violation not later than one hundred twenty (120) days after the date Applicant is notified by EDC of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to EDC. EDC may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.
- I. NO JOINT VENTURE. The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The EDC, its past, present and future officers, elected officials, employees and agents of the EDC, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.
- J. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- K. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "business days" means Monday through Friday excluding Town of Horizon City holidays and "calendar days" means Monday through Sunday excluding Town of Horizon City holidays.
- L. EXECUTION OF AGREEMENT. The HEDC's Executive Director has received authority to execute this Agreement on behalf of the EDC from the EDC's Board of Directors through approval of a resolution.
- M. NOTICES. The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

(1) To the EDC:

Town of Horizon City Type 4B
Economic Development Corporation

Attn: Executive Director
1525 Oxbow Road
Horizon City, Texas 79928

(2) With a Copy to the Town of Horizon City

Attn: Mayor
14999 Darrington Road
Horizon City, Texas 79928

(3) To the Applicant:

Kenazo Partners, LLC
2121 N. St. Vrain
El Paso, Texas 79902
Attn: Dr. Robert Moreno

Applicant shall provide all required invoices and other required documentation to EDC electronically at the following address: egarcia@horizedc.com

- N. CONFIDENTIALITY. The Applicant acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act or TPIA). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act). The confidentiality of such records, employment records, and any other records related to the EDC's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. Specifically, and in accordance with TPIA the EDC will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of Applicant as a basis for nondisclosure.
- O. GOVERNING LAW. This Agreement is governed by Texas law.
- P. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- Q. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

- R. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- S. GOVERNMENTAL FUNCTIONS. The parties agree that the EDC is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the EDC is entering into this Agreement as a non-profit entity performing economic development governmental function.
- T. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- U. AUDITING RECORDS FOR THE SPECIFIC PROJECT. The Applicant will allow the EDC to inspect and copy all records pertaining to the Development of this Agreement.
- V. FORCE MAJEURE. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed beyond such party's reasonable control by reason of war, civil commotion, acts of God, severe weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was reasonably delayed. The party wishing to avail themselves of this provision must provide timely notice to the other party, with timely notice being within one hundred and eighty (180) days of the force majeure event.
- W. SUCCESSORS AND ASSIGNS. This Agreement is binding on the EDC and the Applicant, and the Applicant's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- X. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.
- Y. PROVISIONS SURVIVING THIS AGREEMENT, Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement. The obligation to repay the EDC the total amount of Grant Payments made during the term of the Agreement in the event of termination due to an Event of Default shall survive the termination of the Agreement.
- Z. REPRESENTATIONS AND WARRANTIES. The Applicant warrants to the EDC that the Applicant has all required licenses, permits, and expertise to perform its obligations pursuant to this Agreement. The person executing this Agreement on behalf of both parties

AA. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

BB. ORDINANCE APPLICABILITY. The signatories hereto shall be subject to all ordinances of the EDC, whether now existing or in the future arising; provided, however, no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Development unless specifically enumerated herein.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the Effective Date below.

(Signatures continue on next page)

EDC:

**TOWN OF HORIZON CITY TYPE 4B
ECONOMIC DEVELOPMENT
CORPORATION**

A Texas non-profit corporation,

By: _____
Walter Miller, HEDC Board President

ATTEST:

By: _____
Veronica Rojas, HEDC Administrative Assistant

APPROVED AS TO FORM:

By: _____
Jeff Moore, HEDC Attorney

APPROVED AS TO CONTENT:

By: _____
Eduardo Garcia, HEDC Executive Director

(Signatures Continued on Next Page)

APPLICANT:

KENAZO PARTNERS, LLC,
A Texas limited liability company,

By: _____

Print Name Title

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, _____ of Kenazo Partners, LLC, a Texas limited liability company, on behalf of said Texas company.

Notary Public, State of Texas.
My Commission Expires: _____

EXHIBIT A

Development

Project Kenazo Partners LLC is a property development firm interested in constructing a 36,000 sq. ft. office park to lease and sell to a variety of users, with a minimum of 51% of medical-related users. As part of this development, the builder will be required to invest a minimum of \$6,700,000 to construct the facility in a manner that significantly matches the renderings shown below.



EXHIBIT A (continued)

Location and Legal Description

The facility will be constructed in what is currently three (3) separate parcels of land, all located within Horizon City, Texas, to be combined into one parcel for construction.

Legal Description:

Parcel 1 - PID: 206646

78 TSP 3 SEC 31 T & P SURV (2.9686 AC)

Parcel 2 – PID : 603425

78 TSP 3 SEC 31 T & P SURV (1.9686 AC)

Parcel 3 – PID : 93726

78 TSP 3 SEC 31 T & P SURV (1.9686 AC)

EXHIBIT B

Grant Submittal Package Form

Kenazo Partners, LLC believes that it has substantially met its obligations under the Performance Agreement dated the day of _____. Pursuant to the Agreement, Applicant submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted.

1. [INITIAL GRANT SUBMITTAL ONLY] Copies of all applicable approvals and permits;
2. [INITIAL GRANT SUBMITTAL ONLY] Documentation to evidence the amount of development fees paid as a result of the Development;
3. [INITIAL GRANT SUBMITTAL ONLY] Documentation to evidence minimum expenditures to date and not previously verified;
4. [INITIAL GRANT SUBMITTAL ONLY] Certificate of Occupancy;
5. Property Tax Payment Receipt(s) showing proof of payment for tax year _____;
6. Proof of Horizon City Job Fair event.

It is understood by Applicant that the Horizon Economic Development Corporation has up to ninety (90) days to process this request and reserves the right to deny the Grant claim if the terms of the Agreement have not been complied with.

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, as _____ of Kenazo Partners, LLC.

Notary Public, State of Texas

My Commission Expires: _____