



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
SPECIAL CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Monday, January 25, 2021, 6:00 PM**

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas will be held on **Monday, January 25, 2021 at 6:00 PM** at Virtual Meeting, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

**** OPEN MEETINGS DURING COVID-19 EMERGENCY DISASTER PERIOD ****

After declaring a state emergency on March 16, 2020, Governor Greg Abbott temporarily suspended certain requirements of the Texas Open Meetings Act that require governmental officials and the public to be physically present at the public meeting location in order to reduce face-to-face contact and mitigate the spread of COVID-19.

Participation by members of the public is welcome. To participate in public comment, interested members of the public **MUST** sign up prior to the meeting by emailing citycouncilmeetings@horizoncity.org or calling (915) 852-1046, EXT #106, or submit their comment or question by emailing citycouncilmeetings@horizoncity.org and the comments will be read during the Open Forum or the appropriate agenda item.

An electronic copy of the meeting agenda materials will be posted on our City Website at the following link:
<https://v3.boardbook.org/Public/PublicHome.aspx?ak=1001244>.

The Town Council and staff will participate in this meeting via videoconferencing or telephone conference. Members of the public may view the meeting online or by videoconferencing via the following:

To watch by videoconferencing:

<https://townofhorizoncity.my.webex.com/townofhorizoncity.my/j.php?MTID=mf011132c610e57d00c4914afa76318e9>

Meeting number (access code): 126 682 9420

Meeting password: EMbN6pqtR43

To Join by Phone

1-408-418-9388

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
1/12/2021 Regular City Council Meeting.

4. Discussion and Action:
Mayor/Finance Director
On the approval of the City's Investment Policy.

5. Request to Excuse Absent Council Members:
REGULAR AGENDA

6. PUBLIC MEETING: 8
Mayor/CIP Manager
On providing information and getting comments from the general public and Horizon citizens on the proposed development of the Municipal Facilities Phase 1 project (Police Department and Public Works Department facilities and temporary Municipal Court and City Council Chambers), and on the economic and environmental impact, service area and alternatives to the project.

7. Discussion and Action: 26
Mayor/CIP Manager
On a professional services agreement with Arcadis, U.S., Inc. for on-call environmental services for Town CIP projects.

8. Discussion and Action: 44
Mayor/Planning Director
This item was postponed at the 12/8/20 and 1/12/21 Regular City Council Meetings.
On the final subdivision application for the Horizon Town Center Unit Two subdivision (SUB002455-2020; 4th submittal), legally described as being a portion of CD Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas and authorizing the Mayor to finalize negotiations on and execute the Developer Participation Agreement for the parkland dedication requirements and the Subdivision Construction Agreement. Application submitted by Conde, Inc.

9. Discussion and Action: 66
Mayor/Asst. City Atty
On a Resolution ordering an election by the qualified voters of the Town of Horizon City, Texas on May 1, 2021 for the purpose of electing four Aldermen places 1, 2, 4, and 6 to four-year terms.

10. Discussion and Action: 70
Mayor/Asst. City Atty
On the Contract for Election Services with the El Paso County Elections Administrator for the May 1, 2021, General and Special Elections.

11. Discussion and Action: 76
Mayor/Asst. City Atty
On the appointment of the election officials and election judges for the General Election on May 1, 2021.

12. Discussion: 81
Mayor/Asst. City Atty
1ST Reading of Ordinance No. _____. An Ordinance calling a special election by the qualified voters of the Town of Horizon City, Texas on May 1, 2021 for the purpose of submitting a proposition on the reauthorization of the local sales and use tax in the Town of Horizon City at the rate of one-quarter (1/4) of one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; making provision for the conduct of such election; resolving other matters incident and related to such election; providing for invalidity, proper notice and public meeting and an effective date. The tax will expire on the fourth (4th) anniversary of the date of the election unless the imposition of the tax is reauthorized.

13. Discussion and Action:

Mayor

On potential phasing of Town operations and rescheduling and reopening City Hall and Town facilities for the public and related staffing issues in response the status of COVID cases in the Town and County of El Paso.

14. Executive Session

The City Council of the Town of Horizon City may recess into EXECUTIVE SESSION pursuant to the Texas Government Code, Chapter 551, Subchapter D, under Article 551.071 – Consultation with Attorney; 551.072 – Deliberation Regarding Real Property; 551.073 – Deliberation Regarding Gifts and Donations; 551.074 – Personnel Matters; 551.076 – Deliberation Regarding Security Devices and 551.087 – Deliberation Regarding Economic Development Negotiations.

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 1/21/2021

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Special 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, 1/21/2021 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, January 12, 2021, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, January 12, 2021 at 6:00 PM**, at Virtual Meeting, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

The Town Council and staff participated in this meeting via videoconferencing or telephone conference.

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

All City Council Members present. Quorum established.

2. Open Forum:

No one signed up to speak.

CONSENT AGENDA

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

3. Approval of Minutes from:

12/08/2020 Regular City Council Meeting

4. Request to Excuse Absent Council Members:

A motion was made by Alderman Renteria and seconded by Alderman Duran to approve the Consent Agenda. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Not Present; CORRAL – Aye. Motion passed.

REGULAR AGENDA

5. 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 Alderman Duran and seconded by Alderman Renteria to accept the report as presented. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

6. Discussion and Action:

Mayor/CIP Manager

On approval of a Second Amendment to the Professional Services Agreement with Moreno Cardenas Inc. (MCI) for additional Construction Management Services for Golden Eagle Park Improvements, a CIP Project.

CIP Manager, Terry Quezada, spoke regarding this item.

A motion was made by Alderman Padilla and seconded by Alderman Corral to approve the Second Amendment to the Professional Services Agreement with Moreno Cardenas Inc. (MCI) for additional Construction Management Services for Golden Eagle Park Improvements. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

7. Discussion and Action:

Mayor/CIP Manager

On options to improve, change use or vacate Howard Lowe Dr.

CIP Manager, Terry Quezada, spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Renteria to coordinate with TXDOT and Design Team on the future improvements to Howard Lowe Dr. and to explore the next steps to vacate the roadway to vehicular traffic. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

8. Discussion and Action:

Mayor/Planning Director

This item was postponed at the 12/8/20 Regular City Council Meeting.

On the final subdivision application for the Horizon Town Center Unit Two subdivision (SUB002455-2020; 4th submittal), legally described as being a portion of CD Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas and authorizing the Mayor to finalize negotiations on and execute the Developer Participation Agreement for the parkland dedication requirements and the Subdivision Construction Agreement. Application submitted by Conde, Inc.

Planning Director, Michelle Padilla requested this item be postponed until the next available City Council meeting at the request of the Applicant.

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

9. Discussion and Action:

Mayor/Planning Director

On a final subdivision application (#SUB002459-2020) for the West Eastlake Estates Unit Two subdivision, legally described as being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Survey, Town of Horizon City, El Paso, County, Texas. Containing 19.776 acres +/- Application submitted by Ithaca Development, LLC.

Planning Director, Michelle Padilla and Ithaca Development, LLC Reps, Alejandro Cellis and Nick Bombach Spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Corral to approve the final subdivision application (#SUB002459-2020) for the West Eastlake Estates Unit Two subdivision with the conditions recommended by staff. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Nay; CORRAL – Aye. Motion passed.

10. **Discussion and Action:**

Mayor/Asst. City Atty

Emergency Ordinance - On the adoption of an Ordinance to continue the Emergency Ordinance instituting emergency measures due to a public health emergency; severability clause; penalty as provided herein.

Asst. City Atty, Bertha Ontiveros spoke regarding this item.

A motion was made by Alderman Renteria and seconded by Alderman Miller to approve the adoption of an Ordinance to continue the Emergency Ordinance instituting emergency measures due to a public health emergency. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

Items #11 and #12 were taken together.

11. **Discussion and Action:**

Mayor/Asst. City Atty

On an update to Town projects for expending Federal Coronavirus Relief Funds and authorize the 1st amendments to contracts with ESD #1, Under One Roof, El Pasoans Fighting Hunger and UTEP Hunt Institute and authorize the Mayor to sign any agreements necessary to implement any coronavirus projects.

12. **Discussion and Action:**

Mayor/Asst. City Atty

On a Third Amendment to Interlocal Subrecipient Grant Agreement with the County of El Paso to extend the term for the distribution of Federal Coronavirus Relief Funds.

Asst. City Atty, Bertha Ontiveros spoke regarding items #11 and #12.

A motion was made by Alderman Duran and seconded by Alderman Miller to authorize the 1st amendments to contracts with ESD #1, Under One Roof, El Pasoans Fighting Hunger and UTEP Hunt Institute and authorize the Mayor to sign any agreements necessary to implement any coronavirus projects and to approve the Third Amendment to Interlocal Subrecipient Grant Agreement with the County of El Paso to extend the term for the distribution of Federal Coronavirus Relief Funds. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

13. **Discussion and Action:**

Mayor/Asst. City Atty

On an update regarding the Town's workgroup drafting a Smoke-Free Ordinance.

Asst. City Atty, Bertha Ontiveros spoke regarding this item and requested this item be postponed until the next City Council meeting.

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

14. **Discussion and Action:**

Mayor/Chief McConnell

On the Amendment to Net-Tech Contract to exercise the right to renew for an additional year.

Police Chief, Mike McConnell spoke regarding this item and requested this item be postponed.

A motion was made by Alderman Duran to postpone this item. Alderman Duran amended his motion and seconded by Alderman Corral to approve the Amendment to Net-Tech Contract to exercise the right to renew for an additional year with the stipulation that the terms and conditions remain the same as the current contract. The CITY CLERK polled the Council: MILLER - Aye; GARCIA – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

15. **Executive Session**

The City Council of the Town of Horizon City may recess into EXECUTIVE SESSION pursuant to the Texas Government Code, Chapter 551, Subchapter D, under Article 551.071 – Consultation with Attorney; 551.072 – Deliberation Regarding Real Property; 551.073 – Deliberation Regarding Gifts and Donations; 551.074 – Personnel Matters; 551.076 – Deliberation Regarding Security Devices and 551.087 – Deliberation Regarding Economic Development Negotiations.

ADJOURNMENT

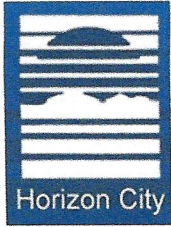
A motion was made by Alderman Corral and seconded by Alderman Ortega to adjourn at 7:37 PM.

Approved this _____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: January 22, 2021

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager

SUBJECT: **Public Meeting on providing information and getting comments from the general public and Horizon citizens on the proposed development of the Municipal Facilities Phase 1 Project**

This public meeting affords the public in general an opportunity to provide input regarding the proposed Municipal Facilities Phase 1 Project which includes Police Department and Public Works department facilities and temporary Municipal Court and City Council Chambers. The meeting is required by USDA guidelines. Since the Town plans to seek funding through the USDA's Rural Development loan funds, the USDA requires appropriate public involvement and input.

Project Background

City Council appointed a Municipal Facilities Committee comprised of Council Members and City Department Heads to assess the need for new municipal facilities in 2017. At the committee's recommendation, Horizon City engaged Huitt Zollars to complete preliminary planning for a new municipal campus to be built on City-owned property along Darrington Road just north of the existing Police Department facilities.

As part of the Comprehensive Plan update, the Council heard recommendations for siting administrative municipal facilities in the proposed Transit Oriented Development area along N. Darrington Road at the northeast quadrant of the Darrington Road and Horizon Blvd. The new city hall in this area, which is now part of the Tax Increment Reinvestment Zone Number 1, (TIRZ #1), would provide the public buildings that anchor the desired development. Council determined in mid-2019 that this location would provide the needed facilities for city-operations while fostering economic development. Council determined that the police department, public works department and temporary court and council chambers constructed on the previously designated site on the City-owned site. Creating 2 sites for the facilities would serve several purposes:

- foster development in vacant land in the geographic center of the city;
- utilize city-owned property for police and public works use; and
- allow for growth as may be required for police and public works as the community continues to grow.

Economic and Environmental Impacts

Phase 1 of the Municipal Facilities Project is expected to have positive economic impacts, namely

- Fully utilizing municipal land that is currently vacant;

- Vacating the currently-occupied police facility and making it available for commercial use along the Darrington Road economic development corridor; and
- Spurring infrastructure investment in the current Covid-19 economy.

Further, this facility is expected to have no negative impacts to the environment since its construction is in a developed area of the community. The Town anticipates it will enhance the built environment and will highlight the Town's commitment to public safety.

Service Area

The Municipal Facilities Phase 1 project will serve the entire community of Horizon City, approximately 19,562 residents

Alternatives to Project

While alternative sites were considered by the Municipal Facilities Committee when it analyzed the needs for new construction, the major concern was finding a larger site for the facilities since the community's needs and department services have outgrown current buildings. Currently the Police Department uses one portable building as does the Public Works Department to house their staff.

The no-build option is always an alternative; however, in this case, it would significantly affect the quality of services, particularly public safety services, provided to the growing community in Horizon City.

Leasing facilities is not a feasible option since the Police Department requires specialized construction for critical functions such as dispatch and holding facilities.

Staff and the design consultant will be available during the public meeting to answer questions from the public and City Council. Upon completion of the public meeting, a summary of the discussion and comments provided at the meeting will be developed and submitted to the USDA as part of Horizon City's application for funding.

Municipal Facilities Phase 1

Police and Public Works Facilities and
Council and Municipal Court Chambers

10

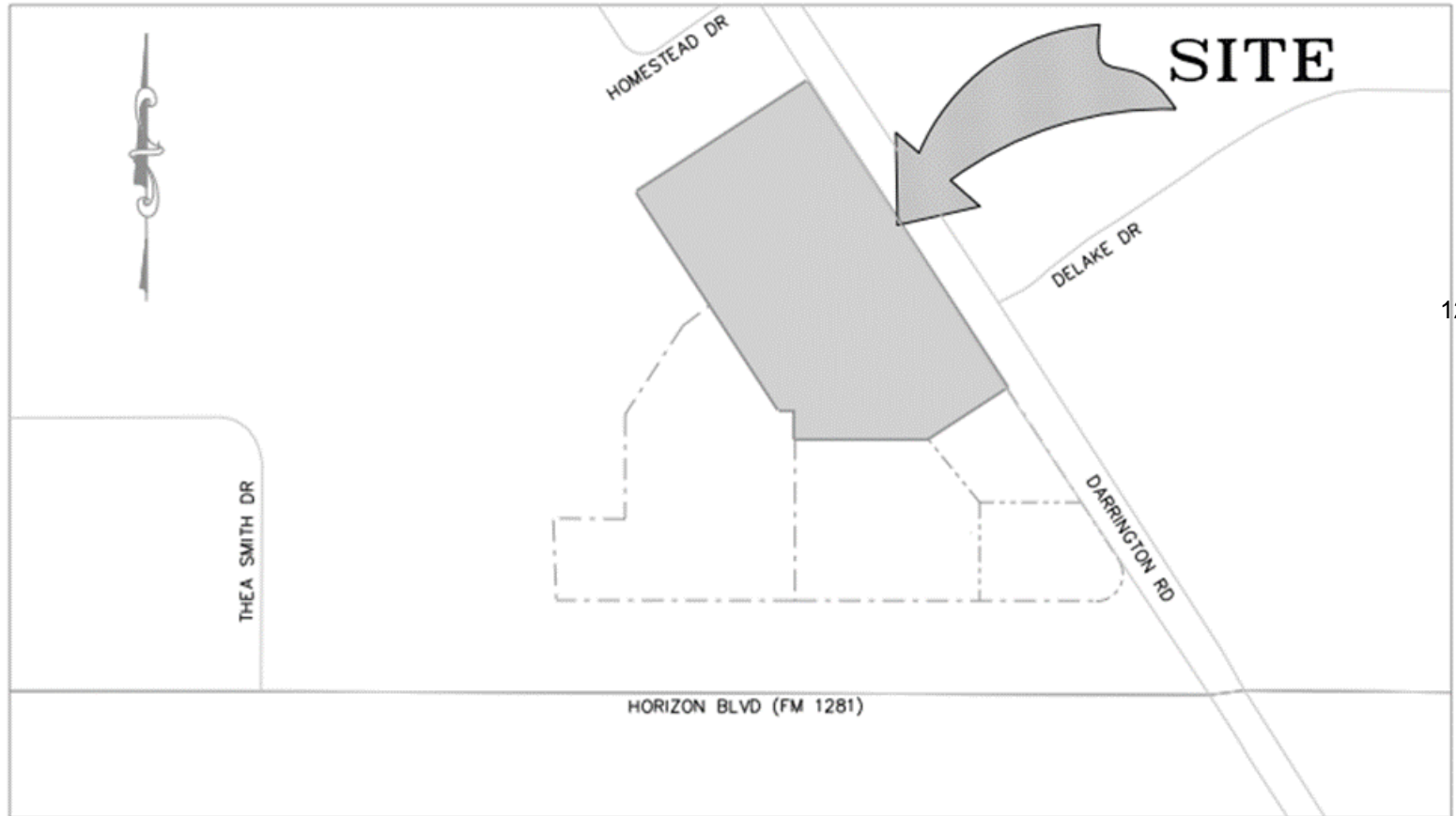
Public Meeting
January 25, 2021

Municipal Facilities Phase 1

Public Meeting to allow public

“an opportunity to become acquainted with the project and to comment on such items as economic and environmental impact, service area, and alternatives to the project.”

Municipal Facilities Phase 1



Municipal Facilities Phase 1

New home for

- Police Department
- Public Works Department
- Temporary Council Chambers/Municipal¹³
Court
- Total 20,311 square feet
- Estimated cost is \$9 million

Municipal Facilities Phase 1

Background

- Phase 1 approved by Council in June 2019
- Phase 2 to serve as anchor for Transit Oriented Development in Tax Increment Reinvestment Zone (TIRZ)
- Utilizes City-owned property to house departments that have¹⁴ outgrown existing facilities and are using portable buildings
- Chambers are temporary until Phase 2, a new City Hall and Municipal Court are completed
- Temporary space for chambers will be adapted to a use compatible with the Police Department and Public Works facilities at that time

Municipal Facilities – Phase 1



Rendering from Exigo Architecture – December 2020

Municipal Facilities Phase 1

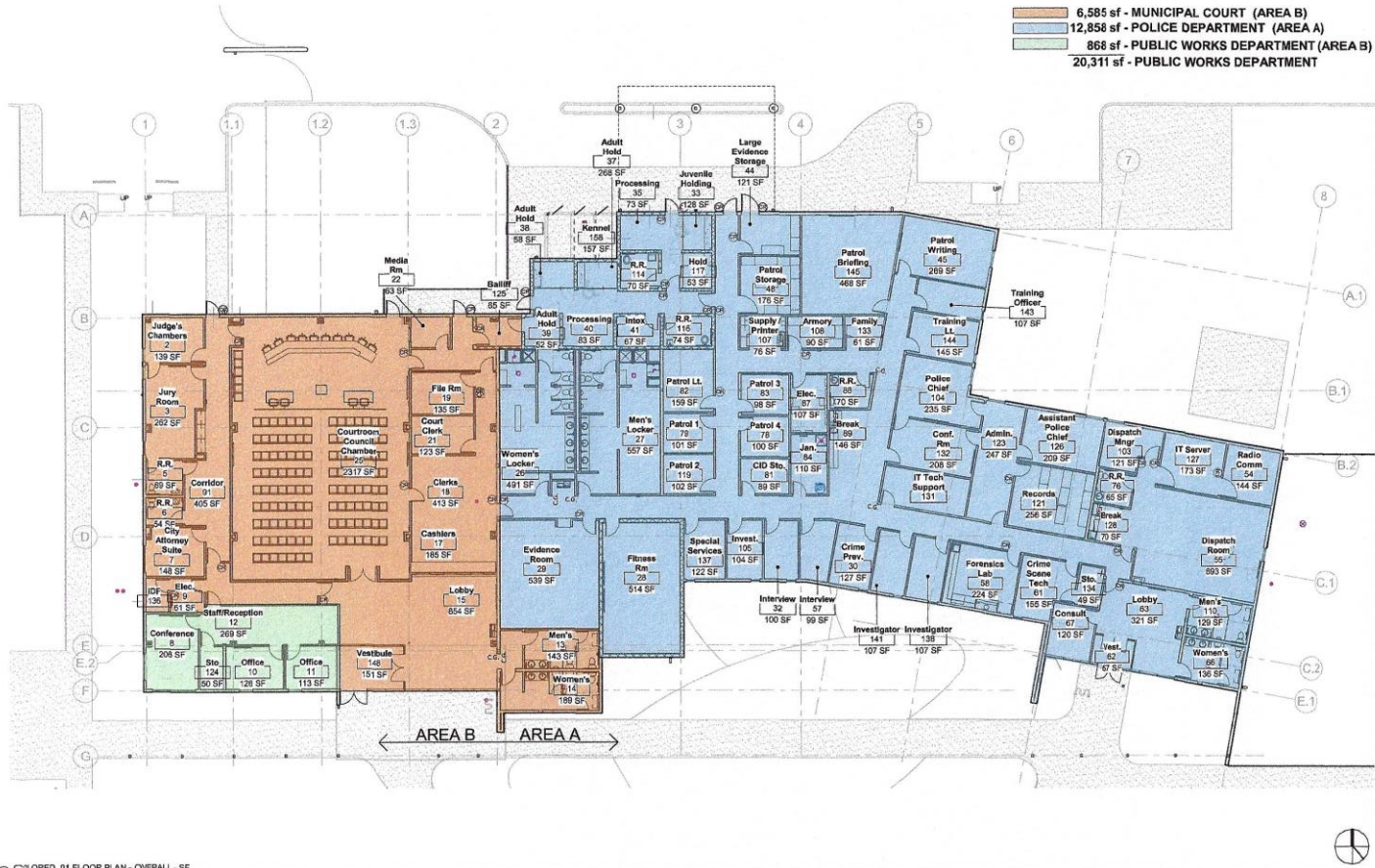
Space Allocation

- Area A – Police Department 12,858 square feet
- Area B – Chambers – 6,585 square feet
- Area C – Public Works Department 868 square feet

Total 20,311 square feet

Municipal Facilities Phase 1

HORIZON CITY MUNICIPAL FACILITIES - PHASE I



COLORED 01 FLOOR PLAN - OVERALL - SF
3/82" = 1"0"

Municipal Facilities Phase 1

HORIZON CITY MUNICIPAL FACILITIES - PHASE I



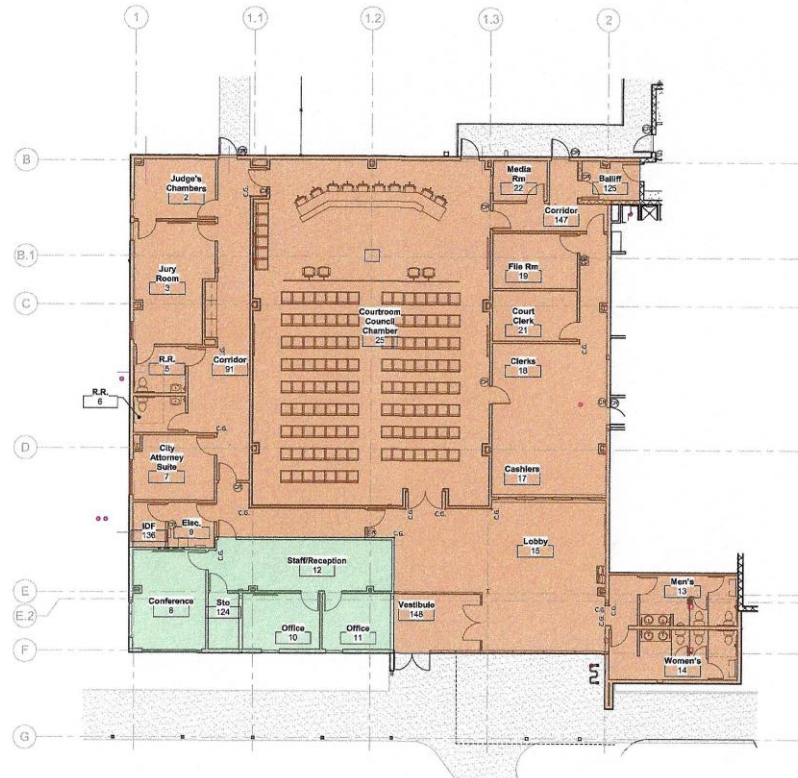
COLORED, 91 FLOOR PLAN - AREA A
1/8" = 1'-0"



Municipal Facilities Phase 1

HORIZON CITY MUNICIPAL FACILITIES - PHASE I

- 6,585 sf - MUNICIPAL COURT (AREA B)
- 12,858 sf - POLICE DEPARTMENT (AREA A)
- 868 sf - PUBLIC WORKS DEPARTMENT (AREA B)
- 20,311 sf - PUBLIC WORKS DEPARTMENT



COLORED BY FLOOR PLAN - AREA B
1/8" = 1'-0"



Municipal Facilities Phase 1

Economic Impacts

- Fully utilizes municipal land that is currently vacant
- Vacates privately owned property to allow for commercial use
- Spurs infrastructure investment during current COVID-19 economy

Municipal Facilities Phase 1

Environmental Impacts

- Environmental assessment is underway
- No negative impacts are anticipated
- Construction is proposed in an area of the community that is currently developed²¹
- Prior work has been completed in northern part of parcel when N. Darrington Drainage project was constructed

Municipal Facilities Phase 1

Service Area

The entire community will be served by the proposed facility.

Municipal Facilities Phase 1

Alternatives

- **No Build** – taking no action would be against prior Council direction and would negatively affect the services provided to the community.
- **Leasing** – Police Department facilities require specialized systems that would be difficult to procure through leasing.

Municipal Facilities Phase 1

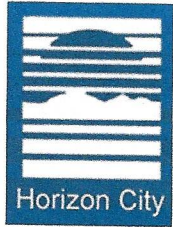
Comments from the Public

Municipal Facilities Phase 1

Police and Public Works Facilities and
Council and Municipal Court Chambers

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Public Meeting
January 25, 2021



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: January 22, 2021
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager
SUBJECT: Professional services agreement with Arcadis, U.S., inc. for on-call environmental services for Town CIP Projects

*T. Quezada
1/22/2021*

Staff anticipates that as the Town implements its Capital Improvement Program (CIP) and the Tax Increment Reinvestment Zone (TIRZ) program of work, the Town will require environmental services including

- Environmental Sampling and Testing;
- Geologic and Hydro-geologic Field Investigations;
- Environmental Assessments;
- Regulatory Coordination and Negotiations;
- Reporting and Preparation of Plans and Specifications; and
- Accompanying reports for regulatory agencies.

Council has previously authorized that the Town could procure professional services from a consultant who has been selected through a qualifications-based selection process by a state agency, the county or the City of El Paso. For the anticipated environmental services, staff has based its recommendation on the qualifications-based selection process followed by the City of El Paso and recommends Arcadis, U.S., Inc. as the consultant to provide on-call environmental services.

The proposed agreement is for a two-year period beginning on February 1, 2021 and for a total amount not to exceed \$250,000. The work will be assigned on a task order basis, with Arcadis providing cost estimates for the assigned task based on the hourly rates included in the agreement as Attachment B.

The proposed agreement allows for one two-year extension. The extension period was determined based on the anticipated work, particularly in the TIRZ, during the next 3 to 5 years. Allowing this extension maintains continuity in the work.

Staff recommends approval.

THE STATE OF TEXAS)
)
 COUNTY OF EL PASO) **ENGINEERING SERVICES AGREEMENT
 FOR PROFESSIONAL SERVICES
 (ENVIRONMENTAL SERVICES)**

THIS AGREEMENT is made and effective on the last date written on the signature page, by and between the **TOWN OF HORIZON CITY**, a charter law city in the State of Texas, hereinafter referred to as the “**City**”, and **ARCADIS U.S., INC.**, a Delaware corporation, hereinafter referred to as the “**Consultant**”.

RECITALS

WHEREAS, the City adopted an “Architect and Engineer (A/E) Selection Process” which allows the “Architect and Engineer Selection Committee” (the Committee) to recommend that City Council select an architectural or engineering consultant; and

WHEREAS, at the recommendation of the Committee, the City and the Consultant desire to enter into an Engineering Services Agreement (“Agreement”) for professional engineering services for on-call environmental services on behalf of the City, the scope of which is further described in **Attachment “A”**, on an assigned project task basis, and this contract is appropriate as the Consultant is qualified and was selected through the City’s selection procedure, in accordance with all applicable state and local laws and ordinances.

AGREEMENT

NOW, THEREFORE, for the consideration set forth in the Agreement, City and the Consultant agree to the following terms and conditions.

**ARTICLE I.
 ATTACHMENTS**

1.1 The below attachments are hereby attached to this Agreement for the services and are incorporated herein by reference for all purposes, as follows:

- Attachment "A"** Scope of Services
- Attachment "B"** Consultant’s Fees and Hourly Rate Schedule
- Attachment “C”** ~~Consultant’s Basic and Additional Services~~
- ~~**Attachment "D"**~~ Insurance Certificate

ARTICLE II. PROJECTS COVERED UNDER THIS AGREEMENT

2.1 The City hereby agrees to retain the Consultant and the Consultant agrees to perform engineering services as a Professional Engineer for any assigned projects covered by this Agreement on a project-by-project basis by issuance of a task order. The Consultant's services shall include services as set forth in the Scope of Services attached hereto in **Attachment "A"**.

2.2 Specific project services shall be determined on a case-by-case basis and, prior to commencement of the work, the parties shall execute a Task Order and Consultant shall be authorized to perform the services, as may be appropriate for such assigned project and scope. A Task Order may be executed by Public Works Director, provided the amount of the Task Order does not exceed \$10,000.00; in the event the Task Order exceeds such amount (as may be revised by Section 3.1.1), the Task Order shall be executed by the Mayor or his designee.

The Consultant shall submit a detailed proposal for the scope and cost of services delineating the staff-hours required by the Consultant or its subconsultant. Each individual Task Order will identify the specific assigned project based upon the Scope of Services set forth in **Attachment "A"**. Each Task Order authorization will identify the scope, compensation, location, conditions, procedures, schedule of performance/deliverables and associated services for each specific assigned project ("Project").

2.3 Any assigned Task Order executed by both parties shall be incorporated and become a part of this Agreement.

2.4 The Consultant shall serve as the City's professional representative in any Project and shall give consultation and advice to the City during the performance of services.

2.5 The City shall provide all available information to the Consultant as to the Project for which Consultant will provide the services for the City.

2.6 The City hereby designates the Public Works Director as the Mayor's designee (or such person as may be designated by the Mayor from time to time) as the City's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The designated representative shall have complete authority to transmit instructions, receive information, interpret and define City's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. The designated representative will render written decisions within a ten (10) working daytime period.

ARTICLE III. CONSULTANT FEES AND PROJECTS BUDGET

3.1 PAYMENT TO CONSULTANT. The City shall pay for the Consultant's Services based on the pre-established hourly rates as set forth in **Attachment "A"**. The City shall pay to the Consultant for all of the on-call services under this Agreement a total aggregate contract

amount not to exceed Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) (“Total Contract Cost”). The amounts listed in a Task Order’s re-established fees within the detailed breakdowns of the anticipated and estimated services, shall be the estimated amounts of the total cost for the specific Project (“Total Project Cost”).

3.1.1 In the event that the Consultant proposes to perform services as identified in a Task Order that will result in costs exceeding the estimated total contract costs set forth as a “Subtotal Project Cost” or as the “Total Project Cost” therein, the Consultant shall provide written notice to the designated representative of the need for such services. The Mayor or his designee may authorize the Consultant’s services in an amount not to exceed ten percent (10%) of the estimated Total Project Cost without further action by City Council. Should further services as identified in any Task Order, exceeding this additional cost, be necessary, such additional services and payment must be approved by the City Council.

3.2 CONSULTANT’S SERVICES FOR PROJECT. The Consultant shall provide services for any Project as set forth in a specific Task Order. The City agrees to pay, and the Consultant agrees to accept such fees as specified in the applicable Task Order for each Project as full and final compensation of the work accomplished for that Task Order.

3.3 CONSULTANT’S INVOICES. The Consultant shall bill the City separately for the services under this Agreement not more often than monthly, through written invoices. Invoices shall indicate the costs for the various services.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the assigned Project(s), total budget(s) for each Project, the total amount(s) authorized for the Consultant, the current invoiced amount(s) and the amount(s) billed to date for each Project. In addition to the Summary, each invoice shall provide a Progress Report for each Project. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement or the applicable Task Order, executed by both parties.

3.3.2 The City agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the City may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed the Total Contract Cost, except by written amendment to this Agreement, executed by both parties.

3.4 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement or the applicable Task Order, and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the City or otherwise paid by the City, unless a written amendment to this Agreement or the applicable Task Order is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this contract shall begin on Feb. 1, 2021 and shall continue for a period of two (2) years, with the City's option to extend the contract for one additional two-year period under the same terms and conditions of this Agreement.

The engineering services for the any assigned Project shall continue through the completion of the Project, and as stated in any Task Order and schedule approved by the City, or completion of the construction of the Project, as may be directed by the City.

4.2 TERMINATION. This Agreement may be terminated in its entirety, or any Task Order may be terminated separately without affecting this Agreement or any other Task Order or amendment, as provided herein. In the event of a termination of this Agreement or a Task Order, in whole or in part, the Consultant shall surrender all Project related documents to the City within five (5) business days of the effective date of the termination.

4.2.1 TERMINATION BY CITY. It is mutually understood and agreed by the Consultant and the City that the City may terminate this Agreement or any Task Order, in whole or in part for the convenience of the City, upon **fourteen (14) consecutive calendar day** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement or the executed Task Order, as applicable. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the City's notice of termination. The City shall compensate the Consultant in accordance with this Agreement or the applicable Task Order; however, the City may withhold any payment to the Consultant that is held to be in dispute for the purpose of set-off until such time as the exact amount due the Consultant from the City is determined. Nothing contained herein, or elsewhere in this Agreement or Task Order shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.2.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and the City that either party may terminate this Agreement or a Task Order in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement or the applicable Task Order, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the City retains the right to immediately terminate this Agreement or any Task Order for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement or the applicable Task Order. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Consultant for the

purpose of setoff until such time as the exact amount due the Consultant from the City is determined.

4.2.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement or a Task Order. The provisions set forth in Section 5.2 shall survive the termination of this Agreement or a Task Order and continue to be applicable to the Agreement or Task Order, unless otherwise specifically agreed to by the Parties.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall maintain insurance, as required by this Agreement, during the term of this Agreement and any and all Task Orders. Failure to maintain said insurance shall be considered a material breach of this Agreement and the applicable Task Order.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the City, its officers, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverage shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
 - Personal Injury or Death/Property Damage**
 - \$1,000,000.00 per occurrence

General Aggregate

\$2,000,000.00

b) **AUTOMOBILE LIABILITY**

Combined Single Limit

\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the City to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 CITY AS ADDITIONAL INSURED. The City shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance. The Consultant shall provide to the City any defense provided by the Consultant's general liability insurance policies.

5.1.5 PROOF OF INSURANCE. Upon request from the City, the Consultant shall furnish the Purchasing Agent with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein, or copies thereof, shall be attached hereto and incorporated for all purposes as **Attachment "CB"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. The requirements for indemnification as set forth in this Agreement shall continue to be applicable to this Agreement and any Task Order.

The Consultant agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, the "City") against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs in proportion to Consultant's liability, to the extent caused by the Consultant's negligent acts, intentional torts or errors and omissions in the performance of professional services under this Agreement and any applicable Task Order and that of its subcontractors over which Consultant exercises control or anyone for whom the Consultant may legally be held liable for.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, to the extent caused by the City's negligent acts in connection with projects under the Agreement, any

applicable Task Order and amendments thereto or anyone for whom the City is legally liable, provided however, the liability of the City shall be subject to its sovereign immunity and the City reserves and does not waive its rights of sovereign immunity and similar rights, including but not limited to any immunity, rights, defenses, and limitations on monetary damages under the Texas Tort Claims Act, as may be amended.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the negligence of others except as is specifically provided for herein.

ARTICLE VI. GENERAL PROVISIONS

6.1 CONSULTANT'S QUALITY OF WORK. Services provided by the Consultant under this Agreement and any Task Order shall be performed with the professional skill and care ordinarily provided by competent engineers practicing in El Paso County, Texas and under the same or similar circumstances and professional license, and such work shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

6.2 AUDITING RECORDS FOR ANY CITY PROJECT. The Consultant's records subject to audit shall include but not be limited to records which, in the City's discretion, have a bearing on matters of interest to the City in connection with the Consultant's work on any Project for the City and shall be open to inspection and subject to audit and/or reproduction by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursable expenses, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs as they may apply to costs associated with this Agreement or any Task Order. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide City's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The City or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to any Project and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying (at the City's sole expense) of selected documents from time to time at reasonable times, places and charges to the City if Consultant is making copies for the City under this section at the request of the City.

6.3 INDEPENDENT CONTRACTOR. In the performance of work or services hereunder, the Consultant shall be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely employees of the Consultant, or its sub-contractors where permitted.

6.4 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the City and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

6.5 VENUE. For the purpose of determining the place of agreement and the law governing the same, this Agreement is entered into in the Town of Horizon City and in the County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

6.6 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

6.7 CAPTIONS. The captions of this Agreement are for information purposes only and shall in no way affect the substantive terms or conditions of this Agreement.

6.8 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

6.9 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the City: The Town of Horizon City
Attn: Mayor
14999 Darrington Rd.
Horizon City, Texas 79836

With a Copy to: The Town of Horizon City
Attn: Purchasing Agent
14999 Darrington Rd.
Horizon City, Texas 79836

To the Consultant: Arcadis U.S., Inc.
Attn: Joel Mora, P.E., Project Manager
401 E. Main St., Suite 400
El Paso, Texas 79901

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

6.10 CONFLICTING PROVISIONS - ATTACHMENTS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Amendment shall be void to the extent of such conflict or inconsistency.

6.11 ENTIRE AGREEMENT. This Agreement, including attachments, and any Task Order that may be executed pursuant to this Agreement, constitutes and expresses the entire agreement

between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OF HORIZON CITY:

Ruben Mendoza, Mayor

Dated: January ____, 2021

CONSULTANT:

By: _____

Printed name: _____

Title: _____

Dated: January ____, 2021

(Acknowledgements on the following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of January 2021, by **Ruben Mendoza**, as **Mayor** of the **Town of Horizon City, Texas**.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §

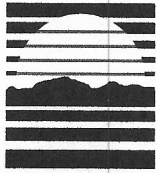
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COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of January 2021, by _____, as _____ of _____.

Notary Public, State of Texas

My commission expires:



HORIZON CITY

Incorporated 1988

TITLE: **On-Call Environmental Services**
(On a Task Order Assignment Basis)

LOCATION: **City Wide**

BUDGET: **\$250,000 for a 2-year agreement**

SCOPE OF SERVICES

This agreement will be used for miscellaneous assignments on an on-call basis. Services to be included:

- Planning
- Permitting
- Environmental Sampling and Testing
- Geologic and Hydro-geologic Field Investigations
- Environmental Assessments
- Regulatory Coordination and Negotiations
- Reporting and Preparation of Plans and Specifications
- Bid Support and Construction Administration
- Historical, Archeological Services
- Analytical and Laboratory Testing

Products required to include:

- Reports/Studies
- Plans, specifications, estimates
- Permitting Documents

The following provides a general description of services, standards and products required:

REGULATORY COODINATION AND NEGOTIATION

The consultant may be required to interface, coordinate, and negotiate with regulatory authorities on behalf of Horizon City including but not limited to the US Army Corps of Engineers, US Environmental Protection Agency, US Fish and Wildlife Service, Texas Historical Commission, Texas Department of State Health Services, and the Texas Commission on Environmental Quality.

PETROLEUM STORAGE TANK (PST) AND LEAKING PETROLEUM STORAGE TANK (LPST) SITES

The consultant may be required to conduct the removal or abandonment of PST facilities on City properties in accordance with Texas Commission on Environmental Quality (TCEQ)

requirements; therefore, the consultant may be required to obtain the services of a Registered Underground Storage Tank (UST) contractor. The consultant may be required to conduct all phases of assessment or corrective action at LPST sites and shall maintain registration as a LPST Correction Action Specialist (CAS) as well as provide a registered LPST Corrective Action Project Manager (CAPM) in accordance with Title 30, Texas Administrative Code, Chapter 334, Subchapter J. LPST assessments may require the drilling and installation of monitoring wells by a licensed environmental driller and the collection of soil and ground water samples for analysis by an analytical laboratory.

ASBESTOS

The consultant must have appropriate knowledge and understanding of federal and state regulations governing the management of regulated asbestos containing materials (RACM). The consultant may be required to perform asbestos surveys, prepare abatement project specifications, and provide air monitoring for abatement activities.

MOLD

The consultant must have the appropriate knowledge and understanding of federal and state regulations governing the management of mold assessment and remediation. The consultant may be required to perform mold surveys, prepare mold remediation project specifications, and provide air monitoring for activities.

HAZARDOUS BUILDING MATERIALS

The consultant shall have the appropriate knowledge and understanding to identify, characterize, and properly dispose of potentially hazardous building materials including but not limited to mercury switches, and PCB – containing light ballasts/electrical equipment.

LEAD-BASED PAINT

The consultant shall have the appropriate knowledge and understanding of federal and state regulations governing the management of lead-based paint. The consultant may be required to perform lead-based paint assessments and manage abatement activities.

NATIONAL ENVIRONMENTAL POLICY ACT DOCUMENTATION

National Environmental Policy Act (NEPA) documentation as necessary for federally funded projects, including but not limited to roadways, bridges, transit facilities, and airport amenities. The consultant may be required to prepare environmental assessments, environmental impact statements, or other NEPA documentation for these types of projects. The consultant shall have a range of staff capable of identifying and assessing the impacts of capital projects, developing impact mitigation measures, performing biological surveys, archaeological surveys, and other environmental assessment activities required during the preparation of NEPA documentation.

ARCHEOLOGICAL INVESTIGATIONS

The consultant must have the appropriate knowledge and expertise to perform archaeological investigations including records research, field reconnaissance, pedestrian surveys, National Register Testing, other assessment, and mitigation. In addition, the work may include providing an Archaeological Monitor to be present on-site during construction activities to monitor excavations to determine archaeological significance. All activities shall comply with the

National Historic Preservation Act of 1966, as amended, and with the Texas Historical Commission requirements.

HAZARDOUS WASTE MANAGEMENT

The consultant must have knowledge of the federal (40 CFR, Chapter I, Parts 265 to 299) and state (30 TAC chapter 335) environmental regulations governing the management of industrial solid waste and municipal hazardous waste. The consultant may be required to provide the following types of hazardous waste management services:

- Prepare annual waste reports
- Provide training to Horizon City staff regarding hazardous waste management activities
- Assist Horizon City in the classification and proper disposal of hazardous waste

AIR QUALITY MONITORING, TESTING, AND PERMITTING

The consultant must have knowledge of applicable air quality regulations, testing protocols, and permitting support/reporting. The consultant may be required to perform air monitoring, and identifying and developing measures and strategies to reduce air emissions from City facilities including but not limited to municipal solid waste landfill and developing permitting documentation and monitoring reports.

STORMWATER MANAGEMENT

The consultant may be required to prepare or update industrial storm water pollution prevention plans (SWP3) for city facilities in accordance with the Texas Pollutant Discharge Elimination System (TPDES) general permit for industrial discharges. The consultant may be required to design and implement best management practices for improving storm water quality. The consultant may also conduct storm water monitoring, training, and inspections of city facilities in relation to an industrial SWP3 or the City's municipal separate sewer system permit requirements.

PHASE I AND II ENVIRONMENTAL SITE ASSESSMENTS

The consultant must have knowledge and understanding for completing Phase I and Phase II environmental site assessments in accordance with federal and state regulations, ASTM E1527 - 13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and ASTM E1903 - 19 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process. Consultants must have the knowledge and expertise to conduct Phase I and Phase II environmental site assessments as needed.

GENERAL ENVIRONMENTAL SERVICES

The consultant may be required to provide a range of environmental services that are not described in the above categories. These services may include, but are not limited to:

- Provide environmental training to Horizon City staff, including 40-hour OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) training and 8-hour HAZWOPER refresher or awareness training.
- Prepare Spill Prevention Control and Countermeasure (SPCC) plans for city facilities.

- Prepare the annual Tier II Chemical Inventory report for city facilities.
- Assist the Horizon City with the Clean Water Act – Section 404 permitting or coordination with the Army Corps of Engineer for projects involving waters of the U.S.
- Assist the Horizon City with GIS mapping and updating GIS databases related to environmental features or programs.
- Assist the Horizon City with implementing and maintaining an Environmental Management System (EMS) for environmental compliance management at city facilities.
- Provide strategic planning and feasibility study services.
- Provide asbestos and mold training for operation and maintenance staff.

ANALYTICAL LABORATORY SERVICES

The City expects that analytical laboratory services will be required for this contract in support of the above-mentioned environmental services. The laboratory services provided under this contract shall be provided by a NELAP (National Environmental Laboratory Accreditation Program), National Voluntary Laboratory Accreditation Program (NVLAP) and or the American Industrial Hygiene Association.

KEY OBJECTIVES

The selected firms are expected to achieve the following:

- To coordinate work with the Planning Department, CIP Manager and User Departments to resolve issues.
- Implementation of creative and innovative approaches to address project requirements.
- Ensure that the project will support the relevant department's mission, accreditation standards, and compliance with best practices.

Attachment "B"

Pricing Proposal Narrative

On-Call Environmental Services

for

Town of Horizon City

Horizon, Texas

Submitted by

Arcadis U.S., Inc.

December 00, 2020

DIRECT LABOR RATES

The proposed rates are based on the actual average direct labor rates for company personnel as of the date of this narrative. Arcadis' average rates are calculated from salary information and an assumed 2,080 work hours in a year. An annual escalation rate of 3% is included.

OVERHEAD RATES

Arcadis calculates separate overhead rates for its primary business practices of environmental, infrastructure, water, and buildings services. This contract will be performed by our Environmental Practice. Arcadis uses this method of allocating costs to insure that the total overhead cost for the company is allocated to each business practice in proportion to the resources required.

Arcadis' last audit by our independent 3rd party auditor, Price Waterhouse Coopers, LLP establishing the actual 2019 incurred indirect rates which we propose to use for this contract. Arcadis is proposing these indirect rates in order to calculate the burdened rates for the contract labor categories. These indirect rates of 62.44% fringe benefit and 90.05% General Overhead result in a composite indirect rate of 152.49%.

PROFIT

Arcadis proposes a 10% profit on the total of all labor costs.

FULLY BURDENED LABOR RATES

The fully burdened labor rates including overhead and profit are shown in the table on the following page.

SUBCONTRACTOR AND EXPENSES

Arcadis proposes a 10% mark-up on subcontractors and other direct costs including equipment rentals, reproduction, shipping, field supplies, miscellaneous supplies, materials and actual travel costs. Vehicle mileage will be billed at current GSA personal vehicle rate at time of task order execution (2020 rate is \$.0575/mile).

OVERTIME

Overtime hours worked will be billed at time and a half if overtime is specifically requested by the City of El Paso.

<u>LABOR</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Principal Program Mgr / Vice President	\$264.47	\$ 272.40	\$ 280.58
Technical Expert	\$265.11	\$ 273.07	\$ 281.26
Senior Project Mgr	\$196.29	\$ 202.18	\$ 208.24
Project Manager	\$152.48	\$ 157.05	\$ 161.76
Principal Engineer	\$206.62	\$ 212.82	\$ 219.20
Principal Scientist	\$185.87	\$ 191.44	\$ 197.19
Senior Engineer	\$162.81	\$ 167.69	\$ 172.72
Senior Scientist	\$152.91	\$ 157.50	\$ 162.23
Project Engineer	\$134.76	\$ 138.80	\$ 142.97
Project Scientist	\$123.20	\$ 126.90	\$ 130.70
Staff Engineer	\$106.27	\$ 109.46	\$ 112.74
Staff Scientist	\$104.03	\$ 107.15	\$ 110.36
Engineer 2	\$ 93.14	\$ 95.93	\$ 98.81
Scientist 2	\$ 88.99	\$ 91.66	\$ 94.41
Junior Engineer	\$ 77.11	\$ 79.43	\$ 81.81
Junior Scientist	\$ 76.24	\$ 78.53	\$ 80.88
Field Tech 7	\$114.65	\$ 118.09	\$ 121.63
Field Tech 6	\$ 96.90	\$ 99.81	\$ 102.80
Field Tech 5	\$ 82.11	\$ 84.57	\$ 87.11
Field Tech 4	\$ 72.77	\$ 74.95	\$ 77.20
Field Tech 3	\$107.32	\$ 110.54	\$ 113.86
GIS Analyst 3	\$154.37	\$ 159.01	\$ 163.78
GIS Analyst 2	\$121.19	\$ 124.82	\$ 128.57
GIS Analyst 1	\$108.40	\$ 111.66	\$ 115.01
GIS Specialist 2	\$ 84.76	\$ 87.30	\$ 89.92
GIS Specialist 1	\$ 76.65	\$ 78.95	\$ 81.31
CADD Drafter 5	\$115.67	\$ 119.14	\$ 122.72
CADD Drafter 4	\$ 98.25	\$ 101.19	\$ 104.23
CADD Drafter 3	\$ 82.19	\$ 84.66	\$ 87.20
CADD Drafter 2	\$ 70.23	\$ 72.33	\$ 74.50
CADD Drafter 1	\$ 59.83	\$ 61.63	\$ 63.48
Administrative Assistant	\$ 84.35	\$ 86.88	\$ 89.49
Word Processing	\$ 77.03	\$ 79.34	\$ 81.72
Clerical	\$ 59.22	\$ 61.00	\$ 62.83

<u>SUBCONTRACTOR AND EXPENSES</u>	
Personal Vehicle Mileage	Current GSA rate (\$0.575/mile for 2020)
Subcontractor	Cost + 10%
Equipment Rentals	Cost + 10%
Reproduction	Cost + 10%
Shipping	Cost + 10%
Field Supplies	Cost + 10%
Miscellaneous Supplies	Cost + 10%
Materials	Cost + 10%
Travel Costs	Cost + 10%

 Attachment "B"
 3 of 3



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 4, 2020

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On the final subdivision application for the Horizon Town Center Unit Two subdivision (SUB002455-2020; 4th submittal), legally described as being a portion of CD Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas and authorizing the Mayor to finalize negotiations on and execute the Developer Participation Agreement for the parkland dedication requirements and the Subdivision Construction Agreement. Application submitted by Conde, Inc.

On November 16, 2020, the Planning and Zoning Commission unanimously voted to recommend that the City Council approve the final plat application for the Town Center Unit Two subdivision. The applicant has resubmitted the final plat application as they now wish to record the plat ahead of the roadway, drainage, and park improvements being constructed and accepted by the City. The applicant will be required to submit a construction bond in the amount of \$1,753,922.00. The applicant is also requesting to provide additional park amenities in the amount of \$26,000.00 in lieu of the park fees they owe in the amount of \$18,800.00. Two picnic tables with canopies, four benches and two trash receptacles will be provided in addition to the minimum park improvements.

It is requested that the City Council authorize the Mayor to finalize the terms of the Developer Participation Agreement for the park improvements and the Subdivision Construction Agreement for the roadway and drainage improvements.

Staff continues to work with the Texas Department of Transportation and the Developer to ensure that a traffic signal will be installed at the intersection of Horizon Boulevard and Horizon Crossing Street.

Attached for your review is the staff report that was presented to the Planning and Zoning Commission.



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: SUB002455-2020
Subdivision Name: Horizon Town Center Unit 2 Subdivision (v4)
Application Type: **Re-Submittal** Final Plat Subdivision Application
P&Z Hearing Date: November 16, 2020
Staff Contact: Michelle Padilla, Planning Director
915-852-1046 ext.105; mpadilla@horizoncity.org

Address/Location: Subdivision is south west of the Wal-Mart Supercenter development
Legal Description: Being a portion of C.D Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas
Acreage: 60.134 Acres ±
Existing Use: Vacant
Existing Zoning: R-9/CO (Residential – Conditional Overlay)

Owner/Applicant: Ranchos Real Land Holding, LLC
Engineer: Conde Inc.

Surrounding Zoning and Land Use:

North: C-2 (Commercial) – Vacant
South: R-9/CO (Residential) - Vacant
East: C-1 (Commercial) - Businesses
West: C-2 (Commercial) – Vacant

Future Land Use Designation: Mixed Use, Town Center
Nearest Park: Desmond “Corky” Corcoran Park
Nearest School: Region 19 Head Start Program

Application Description:

The developer is proposing a 288-lot subdivision for single-family development, the smallest lot measuring approximately 6,017 square feet in size and the largest lot measuring approximately 12,292 square feet in size. The ponding area measures approximately 83,525 square feet in size. The conditional overlay on this property requires that all single-family residences be at least 1,100 square feet in size, have at least a two-car garage, and have a two-car wide driveway.

The developer is dedicating one park with Unit Two. As depicted on the plat, the park is divided by Town Center Dr. and is located along the southern boundary of the roundabout at Horizon Crossing Street. The westerly portion of the park measures .7362 acres and the easterly portion measures .5645, total of 1.30 acres. The cumulative single-family unit (SFU) count including Unit One is 497 with a parkland dedication requirement of 3 acres (Ord. No.

0248 Section 2.8.3B). When combining the proposed parkland for Units One and Two, the developer carries a parkland overage of .55 acres. Parkland fees for 47 units over 450 SFU cumulative count is \$18,800. Parkland fees are due prior to the recording of the final plat.

History

On December 13, 2016, City Council approved an initial request of a preliminary plat for Horizon Town Center Unit Two (v1) with the condition that a Traffic Impact Analysis (TIA) and Master Development Plan be submitted to TXDOT for review prior to the submittal of a final plat application for review. A TIA was submitted on December 18, 2017 and the study calls for a traffic signal at the intersection of Horizon Boulevard and the future Horizon Crossing Street.

On November 5, 2018, staff and the developer met with TXDOT to discuss the traffic signal for Horizon Boulevard as per the TIA. City staff continues to work with the developer and TXDOT to secure the remaining funds for the installation of the signal.

The Horizon Town Center Master Development Plan has been revised to include the proposed school (Submitted as Horizon Town Center Unit Three), therefore an updated TIA has been submitted to account for a different land use.

On March 25, 2019, the developer submitted a revised TIA dated 03/12/19 via email. The Town Engineer and TXDOT are reviewing the revisions and we are pending their comments. Per the TIA, the developer is responsible for 40% of the cost of the signal improvements. The Town Engineer is reviewing this percentage for accuracy.

In May 2020, the final plat (SUB002139-2019) was reaffirmed at the regular City Council meeting; however, the developer has decided to file the plat prior to subdivision improvements being complete.

On October 21, 2020 the developer resubmitted the final plat (SUB002455-2020) application. The developer has indicated they intend on filing the plat prior to subdivision improvements being complete.

Staff Recommendation:

Staff recommends ***APPROVAL*** of the proposed subdivision with the condition that all plat and TIA comments are addressed prior to City Council action.

Planning Comments:

1. Provide an updated master drainage plan for the development, if required by the City Engineer.
2. Plat note #1: Original Tax Certificate required for plat filing. If there are more than one instruments, please add additional lines in plat note #1 for each parcel.
3. Plat note #2: Submit CCR to Town for review
4. Parkland Fees with Unit Two SFU Count: \$18,800
5. Request for additional parkland improvements in lieu of parkland fees must be requested in writing prior to submittal of the final application for City Council approval. Approval of additional parkland improvements in lieu of fees may require a Developer Participation Agreement (DPA).

6. Using a table, list revision dates on the face of the submitted revised plats

Public Works Director Comments:

On October 23, 2020 the Public Works Director comments were received and had no additional comments for the plat as the plat had previously been approved in 2019.

Town Engineer Comments:

On November 4, 2020 the engineer comments were received for the final plat. Comments are as follows:

1. Provide certification that all utilities have approved locations of easements and that service will be provided to development.
2. The number of lots in the subdivision application differs from the number of lot shown on plat. Verify number of units.

COST ESTIMATES COMMENTS:

1. Does the landscaping cost include an irrigation system?

Engineer Comments for TIA Revised 03/12/19:

On April 5, 2019, an updated revised TIA dated 03/12/19 was received via email. The review comments are as follows:

REVIEW COMMENT AND RESOLUTION LOG



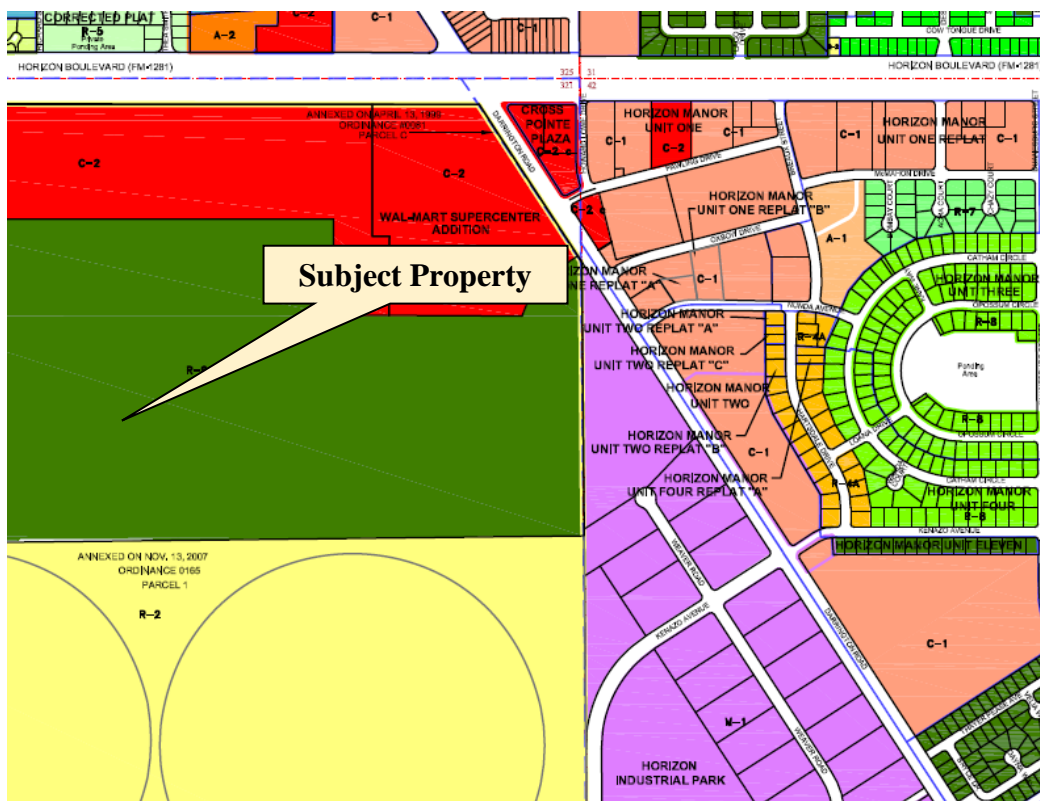
Project Name: Town of Horizon – General
 Client: Town of Horizon
 Submittal being Reviewed: Horizon Town Center Units One & Two Traffic Report, Reviewer-RM, 04/04/19

Date:
 Page: 1 of 2 pages

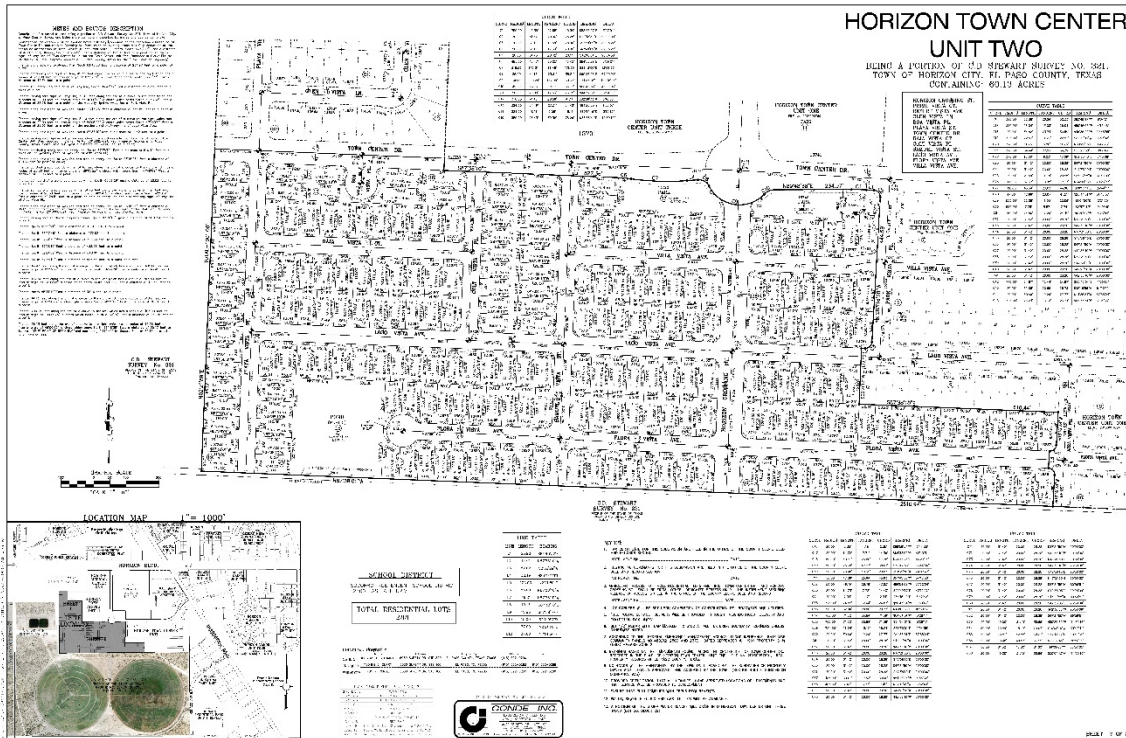
Response Codes: A – Accept, Add or Correct D – Dismiss Comment & Resolve prior to Next Submittal

Huitt-Zollars, Inc.				Conde, Inc.		Comment Resolution	
Item No.	Report Section	Report Sub-Section	Reviewer Comment	Initial Response Code	Response	Final Response Code	Date
1	Appendix A	Trip Generation Summary	Trip Generation calculations show internal capture and pass-by. Remove from table to avoid confusion.				
2	Introduction	Introduction	Synchro AM and PM peak hour models need to be re-run to verify the LOS and delay due to the new distributions and volumes, regardless if the total traffic did not change.				
3	3.0	Table 5	Update the percentages entering and exiting for Horizon Crossing St., Pawling Dr., and Town Center based on Figures 3A and 3B. Recalculate AM and PM Peak Hour volumes based on the proposed distribution.				
4	5.0	Proportional Share Analysis	Use the new volumes in Table 5 based on the approved distribution to calculate the proportional share. The Town of Horizon does not agree with the method used to calculate the proportional share. Use the following one of the following methods to determine the proportional share: (Trips Generated/ Existing Traffic)*100; or (Trips Generated/(Increased capacity – existing capacity))*100				

Attachment 1: Aerial View, Zoning & Location Map



Attachment 2: Plats-Final Sheet 2 Revised 4/11/19



Attachment 3: Application

SUB 002455-2020



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 ASSIGNED NAME: Horizon Town Center Unit 2 (v4) DATE: October 12, 2020

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
Being a Portion of Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	<u>50.177</u>	<u>308</u>	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	<u>14.468</u>	<u>1</u>
APARTMENT	_____	_____	PONDING & DRAINAGE	<u>5.114</u>	<u>3</u>
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK (Min 1 Acre)	<u>2.583</u>	<u>1</u>	_____	_____	_____
SCHOOL	_____	_____	_____	_____	_____
COMMERCIAL	_____	_____	TOTAL NO. SITES	_____	<u>313</u>
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>73.342</u>	_____

3. WHAT IS THE EXISTING ZONING OF THE ABOVE DESCRIBED PROPERTY? R-4 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) Lots to street to drainage structures

7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES 1,500 sq. ft.

8. PRICE RANGE: _____ TO _____, FINANCED UNDER FHA VA CONVENTIONAL

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

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

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

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

13. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES NO INITIALS CC
 IF YES, PROVIDE THE REQUIRED GUARANTEE PER SECTION 4.10.3 & 8.1.7, Municode Chapter 10 (Please attach documents)

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

15. OWNER OF RECORD Ranchos Real Land Holdings, LLC 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
(NAME & ADDRESS) (ZIP) (PHONE)

16. OPTIONEE Ranchos Real Land Holdings, LLC 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
(NAME & ADDRESS) (ZIP) (PHONE)

17. DEVELOPER Ranchos Real Land Holdings, LLC 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
(NAME & ADDRESS) (ZIP) (PHONE)

18. ENGINEER Conde, Inc. 6080 Surety Dr., Ste. 100 El Paso, TX 79905 (cconde@condeinc.com) 915-592-0283
(NAME & ADDRESS) (ZIP) (PHONE)

19. APPLICANT Ranchos Real Land Holdings, LLC 6080 Surety Dr., Ste. 300 El Paso, TX 79905 915-592-0290
(NAME & ADDRESS) (ZIP) (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 will be invoiced separately. Initials CC

Applicant Signature _____ EMAIL cconde@condeinc.com

APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
 Acceptance of fee does not grant acceptance of application.
 Non Refundable Deposit \$500.00 Fee: \$300.00 (\$150 Final Plan & \$150 Improvement Plan)

Planning Department
 Date Rec'd: 10/12/2020
 By: _____

DEVELOPER PARTICIPATION AGREEMENT**HORIZON TOWN CENTER UNIT #2****BETWEEN THE TOWN OF HORIZON CITY
AND
RANCHOS REAL XV, LLC**

This Developer Participation Agreement (the "Agreement") is made and entered into as of the ____ day of _____ 2020 (the "Effective Date"), by and between the TOWN OF HORIZON CITY ("City"), and Ranchos Real XV, LLC, a Texas limited liability company ("Developer").

RECITALS

A. Developer owns property described as Horizon Town Center Unit #2 on Exhibit "A" attached hereto (the "Developer Property")

C. Developer is required by the approved preliminary plat for the Developer Property to dedicate certain parkland ("Dedicated Park") and/or pay certain in-lieu park fees pursuant to Horizon City Code Chapter 10, Article 10.02, Section 2.8 in connection with the development of the Developer Property pursuant to the rules and regulations of the City and dedicate the required parkland to the City for use as a public park.

D. The Developer has requested that in lieu of making certain in-lieu park fees to the City, that it be allowed to use the required funds to construct additional improvements to the Dedicated Park ("Additional Park Improvements") and receive credit for the expenditure of the additional funds in lieu of payment of the required park fees to the City.

E. The Developer will enter into a Construction Agreement with the City with regard to the public improvements that the subdivision of the Developer Property is required to provide under the Horizon City Code Chapter 10, Article 10.02, Section 8.

E. As provided in Texas Local Government Code §212.071 and §232.105, a municipality may contract with a developer to construct public improvements and participate in the cost of the additional improvements not exceed thirty (30%) percent of the total contract price and participate at a level not to exceed one hundred (100%) percent of the total cost of any oversized improvements required by the municipality.

F. Developer and City desire that the Developer shall construct the additional improvements to the dedicated park property concurrent with the Developer's construction of the adjacent Subdivision improvements and acknowledge that the amount of the cost of the additional improvements does not exceed thirty percent (30%) of the total cost of public improvements being required by the City for such Subdivision.

NOW, THEREFORE, for and in consideration of the promises, mutual agreements and in-kind services set forth, the parties mutually agree as follows:

1. PARTIES' OBLIGATIONS

(a) Developer Obligations. Developer shall be responsible to plan, design, engineer, plat and construct all improvements to the Dedicated Park as required by the City in its approval of the Final Plat for Horizon Town Center Unit #2 (on May 14, 2019 and reaffirmed on June 9, 2020) depicted in the attached Exhibit B. The cost estimate for construction of all of the public improvements for the Developer Property is attached to this Agreement as Exhibit C, including the costs of the additional improvements to the Dedicated Park (the "Cost Estimate"). All work shall be done in consultation with The City staff to assure that all aspects of the work to be performed are consistent with the City Final Plat approval and requirements.

Developer and City agree that concurrent with the planning, design, engineering and construction of the Developer Property, the Developer shall construct the Additional Park Improvements.

(b) Construction Costs. Developer shall be solely responsible for the payment of any and all costs and expenses related to the planning, designing, engineering, platting and constructing the entire Developer Property, the Dedicated Park and the Additional Park Improvements as shown on Exhibit C.

The City will give the Developer credit in lieu of park fees for a portion of the total contract price of the public improvements constructed under this Agreement to the extent of thirty (30%) of the total cost of the public improvements being required by the City for the portion described herein as the Additional Park Improvements. The remaining improvements constructed above the required 30% shall be credited to future new development in another subdivision development application that the Developer submit and such credit shall be equal to .55 acre of future new development.

(c) Party Coordination; Platting. Developer shall consult with the City's designated representatives to assure that all work is done consistent with and in compliance with City rules, regulations, and conditions including inspection on the on-going work, and applicable federal and state laws and requirements. City designated representative may, at reasonable times, observe or inspect all work done and materials furnished for the Developer Property, the Dedicated Park and the Additional Park Improvements. If City designated representative reasonably believes the Developer Property, the Dedicated Park and the Additional Park Improvements is not being constructed as per the approved plans and specifications, the parties' designated representatives shall meet to discuss appropriate actions to ensure that any defects in the Developer Property, the Dedicated Park and the Additional Park Improvements or deviations in the approved designs are remedied. After final completion of the construction of the Developer Property, the Dedicated Park and the Additional Park Improvements and the Dedicated Park, including the Additional Park Improvements, shall be dedicated and accepted as required by the City's subdivision ordinance.

(d) Time for Completion. All work to be performed under this Agreement (excluding maintenance and repair after acceptance) shall be substantially completed in no more than two (2) years from the Effective Date, concurrent with the Subdivision Construction Agreement. Upon achieving substantial completion, Developer shall notify City, who shall promptly inspect Developer's work and either accept the work or notify Developer of deficiencies that must be corrected before the work can be accepted.

(e) Invoice. Upon satisfactory completion and acceptance of the improvements, the Developer shall submit to City an invoice detailing the cost of planning, designing, engineering and constructing the Additional Park Improvements for an amount not to exceed the approved amount of the in-lieu park fees of **\$18,800.00**.

(f) The Developer agrees to provide City with copies of all subcontractor and consultant agreements used by the Developer in the construction of the Dedicated Park and the Additional Park Improvements. The City shall also have the right to inspect the Developer's books and records related to the construction of the Dedicated Park and the Additional Park Improvements during regular business hours and after reasonable written notice.

2. TERM. This Agreement shall automatically terminate after the construction of the Developer Property, the Dedicated Park and the Additional Park Improvements is completed, the City Public Works Director has inspected the project to assure that the City Design Standards have been met and the City has accepted the dedication of the Dedicated Park, including the Additional Park Improvements.

3. BOND REQUIRED. The Developer must execute or cause its contractor to execute a performance bond for one hundred percent (100%) of the amount of the in-lieu park fees to secure fulfillment of all the Developer's obligations under this Agreement. The bond or bonds must be in the form attached hereto as Exhibit "E" and incorporated herein for all purposes. The bond must be executed by a corporate surety in accordance with Chapter 2253, Government Code, Vernon's Annotated Civil Statutes. The bond(s) shall identify the City as an additional named Obligee.

4. INSURANCE. During construction, Developer shall carry and maintain, or cause to be carried and maintained by its contractors, in full force and effect the following insurance coverage:

(a) Workers' compensation insurance as provided by law on Developer's and its contractor's employees;

(b) Commercial general liability insurance written on an occurrence basis, including independent contractors, products, completed operations and premises liability with broad form endorsement including blanket contractual liability and personal injury liability with combined single limits of not less than \$1,000,000.00 each occurrence/and \$2,000,000.00 aggregate;

(c) Comprehensive automobile liability insurance of not less than \$300,000.00.

7. THIRD PARTY RIGHTS OR OBLIGATIONS. No person or entity not a party to this Agreement shall have any third-party beneficiary or other rights under this Agreement.

8. MAINTENANCE WARRANTY. Developer hereby covenants and warrants that the public improvements being constructed under this Agreement will be free from defective materials, construction defects, or defects in workmanship for a period of one (1) year following acceptance by the City of all required improvements. Developer shall also provide a maintenance bond, as depicted in Exhibit "F", in the amount of fifty percent (50%) of the costs of the public improvements for such period. In the event of the maintenance or repair of a defect in the improvements during the initial guarantee period, the Developer shall provide a one-year extended maintenance guarantee in favor of the City for the entire defect area, with the one year period to commence upon completion of the maintenance or repair. The extended maintenance guarantee period shall be repeated until the defect within the affected area has been satisfactorily remedied. Notwithstanding any other provision in this Agreement, this paragraph shall survive the expiration of this Agreement.

9. NOTICES. All notices, communications and reports under this Agreement shall be either hand-delivered or mailed, postage prepaid in the United States Postal Service, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

HORIZON CITY: Town of Horizon City
Attn: Mayor
14999 Darrington Rd.
Horizon City, TX 79928

Copy to: Town of Horizon City
Attn: Planning Director
14999 Darrington Rd.
Horizon City, TX 79928

DEVELOPER: Ranchos Real XV, LLC
Attn: Douglas A. Schwartz
6080 Surety Drive, Suite 300
El Paso, Texas 79905

10. CUMULATIVE RIGHTS. All remedies, either under this Agreement or at law or in equity or otherwise available to a party, are cumulative and not alternative and may be exercised or pursued separately or collectively in any order, sequence or combination. the City do not waive any rights, immunities, or defenses which either has or may have under law or in equity.

11. GOVERNING LAW. All questions concerning the validity, operation, and interpretation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

12. ASSIGNMENT. The Developer shall have the right to assign its rights and obligations in this Agreement. In the event that the Developer does assign its rights under this Agreement, the

assignee shall execute an assignment agreeing that it will be responsible for all of the obligations of Developer, a copy of which shall be sent to the City.

13. RELATIONSHIP. It is expressly understood and agreed by and between the parties that Developer is not an officer, agent or employee of either the City and is not subject to the direct or continuous supervision and control of the City. The City and Developer acknowledge and agree that the parties have not formed, and are not hereby forming a partnership, joint venture or any other similar entity and this Agreement is not intended, and shall not be construed, to create any such entity or relationship.

14. CONSTRUCTION STANDARDS. All work performed by the Developer or its agents shall be done in a good and workmanlike manner in accordance with the City's codes and regulations and the City's Subdivision Regulations and Design Standards. Any contractor or consultant hired by the Developer shall have sufficient skills and experience to properly perform the work required of it and shall provide adequate supervision to assure competent performance of the work.

15. CONSTRUCTION CONTRACTS. Developer agrees to furnish the City a copy of each written agreement entered into with a contractor or consultant retained to complete the construction of the improvements the subject of this Agreement. All of the books and records related to the construction of the project shall be available for inspection by the City upon written request. All work performed by a contractor or consultant of the Developer will not under any circumstances, relieve the Developer of its responsibilities and obligations under this Agreement.

16. ENTIRE AGREEMENT. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. This Agreement may not be modified except by an instrument in writing signed by all of the parties.

17. AUTHORIZED SIGNATURE. The person executing this Agreement on behalf of the Developer warrants to the City that the Developer is a duly authorized and existing limited partnership, that Developer is qualified to do business in the State of Texas, that Developer has full right and authority to enter into this Agreement, and that every person signing on behalf of Developer is authorized to do so.

EXECUTED in El Paso, El Paso County, Texas as of the Effective Date.

TOWN OF HORIZON CITY

By: _____
Ruben Mendoza, Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Bertha A. Ontiveros
Assistant City Attorney

Michelle Padilla, CNU
Planning Director

DEVELOPER

RANCHOS REAL XV, LLC

By: _____
Douglas A. Schwartz
Manager

DRAFT

Exhibit A
Developer Property

DRAFT

Exhibit B
Final Plat Approvals

DRAFT

Exhibit C
Cost Estimate and Total Costs

DRAFT

Exhibit D
Form of Performance Bond

DRAFT

Exhibit E
Maintenance Bond

DRAFT

HORIZON TOWN CENTER UNIT TWO

BEING A PORTION OF C.D STEWART SURVEY NO. 321,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS
CONTAINING: 60.13 ACRES

METES AND BOUNDS DESCRIPTION

Description of a portion of said being a portion of C.D Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas, and being more particularly described by metes and bounds as follows:
Commencing for reference to an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Horizon Crossing St., from which an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Park Vista Pl. bears South 86°43'32" East a distance of 611.5 feet thence, South 02°21'59" East a distance of 123.07 feet to a point on southern right-of-way line of Town Center Dr. in Horizon Town Center Unit One, Recorded in Deeds File No. 20180057691, Real Property Records of El Paso County, Texas for the "True Point of Beginning".

Thence along said right-of-way line, North 89°48'38" East a distance of 234.97 feet to a point of curve;
Thence continuing said right-of-way line, 45.35 feet along the arc of a curve to the right which has a radius of 750.00 feet an interior angle of 03°27'51" a chord which bears South 88°27'27" East a distance of 45.34 feet to a point;

Thence still continuing said right-of-way line, South 86°43'32" East a distance of 23.90 feet to a point of curve;
Thence along said right-of-way line, South 03°16'28" West a distance of 444.59 feet to a point of curve;

Thence leaving said right-of-way line, 31.10 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 89°05'22" a chord which bears South 47°49'09" West a distance of 28.06 feet to a point on the westerly right-of-way line of Park Vista Pl.;

Thence along said right-of-way line, South 03°16'28" West a distance of 444.59 feet to a point of curve;
Thence leaving said right-of-way line, 31.10 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 89°05'22" a chord which bears South 47°49'09" West a distance of 28.06 feet to a point on the westerly right-of-way line of Park Vista Pl.;

Thence continuing along said boundary line, South 87°38'10" West a distance of 114.42 feet to a point of curve;
Thence leaving said right-of-way line and also boundary line, South 03°16'28" West a distance of 100.33 feet to a point of curve;

Thence continuing said boundary line, 31.10 feet along the arc of a curve to the right which has a radius of 20.00 feet an interior angle of 89°05'22" a chord which bears South 47°49'09" West a distance of 28.06 feet to a point;

Thence still continuing said boundary line, South 03°16'28" West a distance of 2610.94 feet to a point;

Thence leaving said southwest property corner, North 87°38'10" West a distance of 2610.94 feet to a point;

Thence, North 02°21'59" East a distance of 1901.00 feet to a point;
Thence, South 86°57'46" East a distance of 272.02 feet to a point;

Thence, South 02°21'59" West a distance of 306.39 feet to a point;
Thence, South 87°38'10" East a distance of 432.58 feet to a point;

Thence, South 02°21'59" East a distance of 640.00 feet to a point;
Thence, South 87°38'10" East a distance of 527.36 feet to a point of curve;

Thence, 46.47 feet along the arc of a curve to the right which has a radius of 485.00 feet an interior angle of 05°29'21" a chord which bears South 84°53'29" East a distance of 46.45 feet to a point;

Thence, 172.31 feet along the arc of a curve to the left which has a radius of 815.50 feet an interior angle of 12°06'25" a chord which bears South 81°31'53" East a distance of 171.26 feet to a point;

Thence, North 85°44'49" East a distance of 33.19 feet to a point;
Thence, 41.13 feet along the arc of a curve to the right which has a radius of 35.00 feet an interior angle of 67°02'07" a chord which bears South 60°35'06" East a distance of 38.81 feet to a point;

Thence, 200.25 feet along the arc of a curve to the left which has a radius of 100.00 feet an interior angle of 109°16'25" a chord which bears South 81°31'53" East a distance of 171.26 feet to a point;

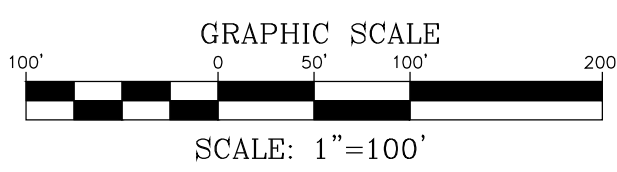
Thence, 36.13 feet along the arc of a curve to the right which has a radius of 45.00 feet an interior angle of 48°00'00" a chord which bears North 68°48'35" East a distance of 35.17 feet to the "TRUE POINT OF BEGINNING" and containing 2,619.4164 Square Feet or 60.13 acres of land more or less.

C.D. STEWART
SURVEY No. 321
PEOPLE OF THE STATE OF TEXAS
PROP ID NO. 387204 SCHOOL
LAND FILE NO. 153533

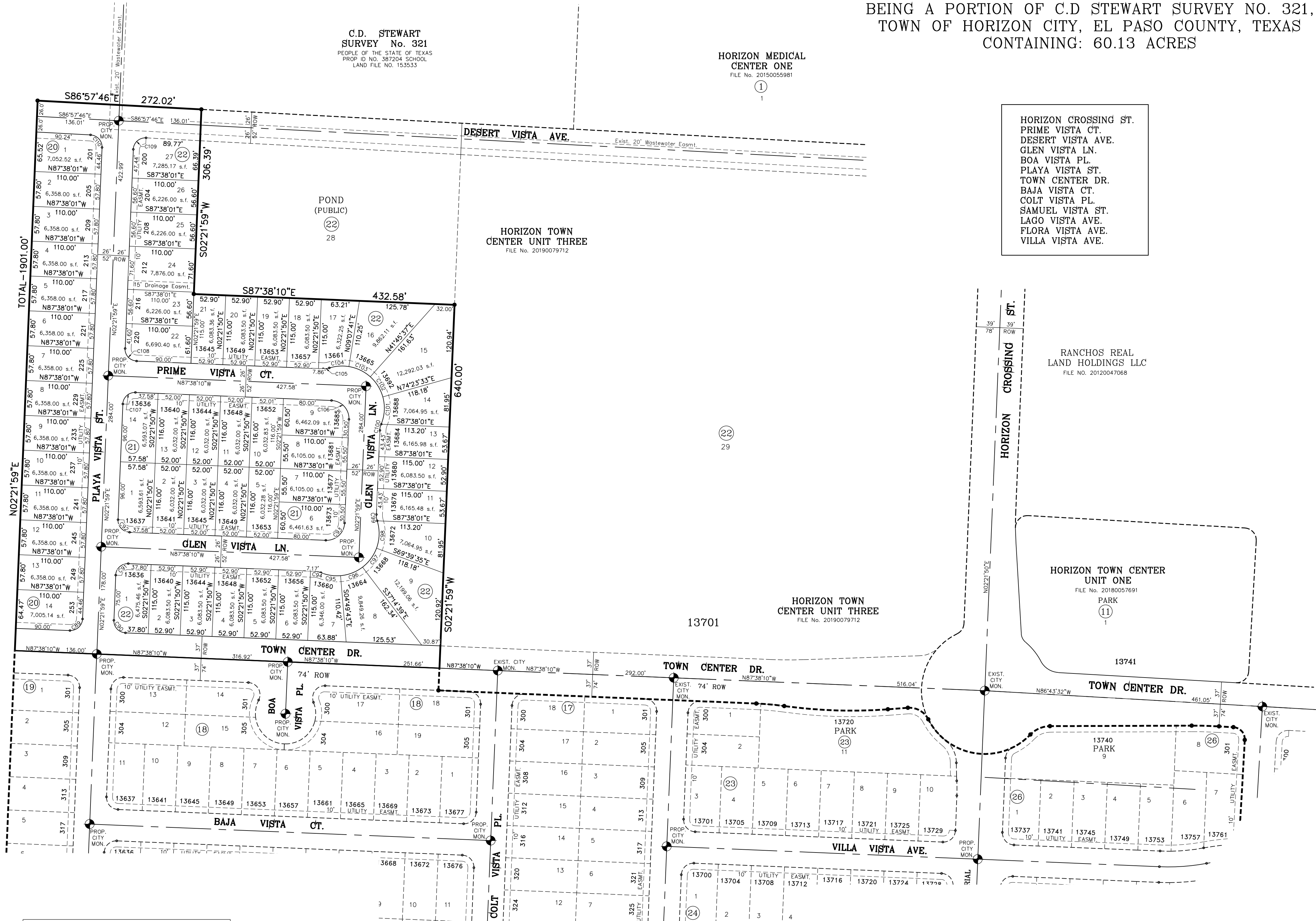
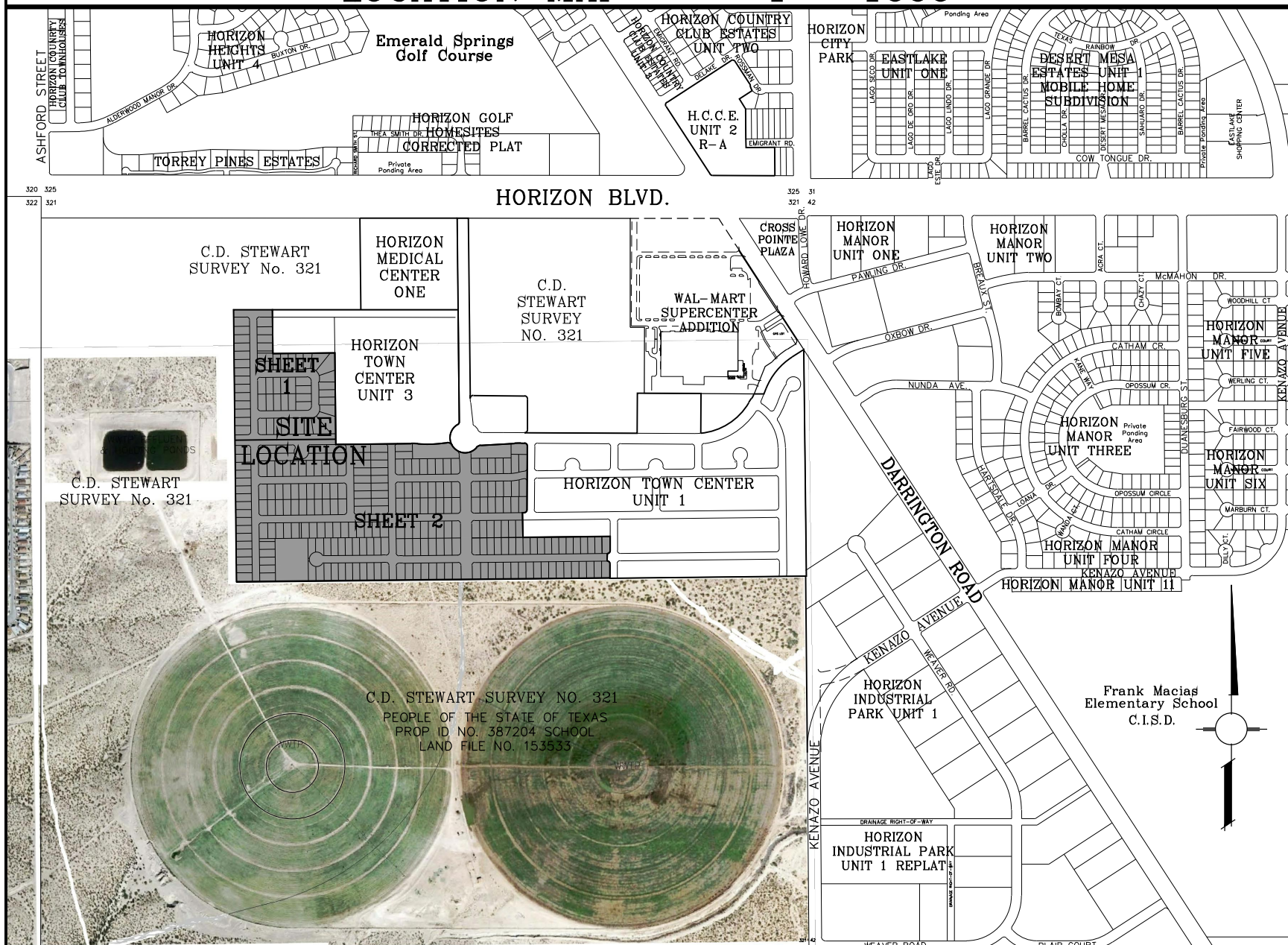
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C89	20.00'	31.42'	20.00'	28.28'	N47°21'55"E	89°59'51"
C90	20.00'	31.42'	20.00'	28.28'	S42°38'05"E	90°00'09"
C91	20.00'	31.42'	20.00'	28.28'	S47°21'55"W	89°59'51"
C92	20.00'	31.42'	20.00'	28.28'	S42°38'05"E	90°00'09"
C93	30.00'	47.12'	30.00'	42.43'	N47°21'55"E	89°59'51"
C94	30.00'	10.44'	5.28'	10.39'	N77°39'42"W	19°56'54"
C95	70.00'	33.16'	16.90'	32.85'	S81°15'29"E	27°08'28"
C96	70.00'	39.60'	20.35'	39.08'	N69°57'49"E	32°24'56"
C97	70.00'	39.60'	20.35'	39.08'	N36°32'53"E	32°24'56"
C98	70.00'	46.33'	24.05'	45.49'	N12°24'45"E	37°55'21"
C99	30.00'	10.44'	5.28'	10.39'	S7°36'28"E	19°56'54"
C100	30.00'	10.44'	5.28'	10.39'	S12°20'26"W	19°56'54"
C101	70.00'	46.33'	24.05'	45.49'	N37°11'37"E	37°55'21"
C102	70.00'	39.67'	20.49'	39.33'	N31°55'25"W	32°37'56"
C103	70.00'	39.67'	20.49'	39.33'	N64°33'21"W	32°37'56"
C104	70.00'	32.64'	16.62'	32.34'	S85°46'18"W	26°42'44"
C105	30.00'	10.44'	5.28'	10.39'	N82°23'23"E	19°56'54"
C106	30.00'	47.13'	30.00'	42.43'	N42°38'05"W	90°00'09"
C107	20.00'	31.42'	20.00'	28.28'	S47°21'55"W	89°59'51"
C108	20.00'	31.42'	20.00'	28.28'	S42°38'05"E	90°00'09"
C109	20.00'	31.65'	20.24'	28.45'	S47°42'06"W	90°40'15"
C110	20.00'	31.18'	19.77'	28.12'	N42°17'53"W	89°14'45"

NOTES:

- TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. _____ DATE _____
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
INSTRUMENT No. _____ DATE _____
- VEHICULAR ACCESS TO THOSE RESIDENTIAL LOTS ABUTTING TOWN CENTER DR. AND HORIZON CROSSING ST. SHALL BE FROM OTHER DEDICATED STREETS ONLY. THE INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
INSTRUMENT No. _____ DATE _____
- LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
- "U.S. POSTAL SERVICE DELIVERY WILL BE PROVIDED THROUGH NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS".
- SET 1/2" REBAR WITH CAP MARKED TX 5152 AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48022-250B AND 237B, DATED SEPTEMBER 4, 1991 PROPERTY IS IN FLOOD HAZARD ZONE X.
- BEARINGS BASED ON THE MONUMENTS FOUND ALONG THE CENTERLINE OF TOWN CENTER DR., RECORDED IN THE PLAT OF HORIZON TOWN CENTER UNIT ONE, FILE NO. 20180057691, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
- NO ROADS WILL BE MAINTAINED BY THE TOWN UNTIL PAVED BY THE SUBDIVIDER OR PROPERTY OWNER AND LEGALLY APPROVED AND ACCEPTED BY THE TOWN (SECTION 4.9.1.7, SUBDIVISION ORDINANCE #35)
- PROVIDED CERTIFICATION THAT ALL UTILITIES HAVE APPROVED LOCATIONS OF EASEMENTS AND THAT SERVICE WILL BE PROVIDED TO DEVELOPMENT.
- ENSURE THAT PLAT COMPLIES WITH TBPLS REQUIREMENTS.
- WATER, SEWER, ELECTRIC AND GAS UTILITIES WILL BE AVAILABLE.
- A PORTION OF THE STORM WATER RUNOFF WILL DRAIN INTO HORIZON TOWN CENTER UNIT THREE POND (LOT 28, BLOCK 22)



LOCATION MAP 1" = 1000'



SCHOOL DISTRICT
SOCORRO INDEPENDENT SCHOOL DISTRICT
12300 EASTLAKE DRIVE

TOTAL RESIDENTIAL LOTS
288

PRINCIPAL CONTACTS:
Name Address City & Zip Phone Fax
OWNER: DOUGLAS A. SCHWARTZ 6080 SURETY DR. STE 300 EL PASO COUNTY, TEXAS 79905 (915) 592-0290
ENGINEER: YVONNE C. CURRY 6080 SURETY DR. STE 100 EL PASO, TX. 79905 (915) 592-0283 (915) 592-0286
SURVEYOR: RON R. CONDE 6080 SURETY DR. STE 100 EL PASO, TX. 79905 (915) 592-0283 (915) 592-0286

REV.	DATE	COMMENTS
05/23/17		PUBLIC WORKS COMMENTS
05/30/17		TEXAS GAS COMMENTS
06/27/17		SEND REVISED COPY
07/10/17		PUBLIC WORKS COMMENTS
11/25/17		RESUBMIT
1/15/18		PLANNING REVIEW COMMENTS
10/11/18		RESUBMIT
1/14/19		Town Of Horizon City comments (12/18/18)
3/26/19		Public Works Director comments (3/18/19)
4/11/19		PW Director comments 2nd review (4/11/19)

DATE OF PREPARATION: MAY 29, 2020

ENGINEERING / PLANNING
GPS / SURVEYING / CAD

6080 SURETY DR. STE 100
EL PASO, TEXAS 79905
PHONE: (915) 592-0283
FAX: (915) 592-0286 FIRM# 10078100

DEDICATION
RANCHOS REAL XV, L.L.C. property owners of this land, hereby presents this plat and dedicates to the use of the public, the streets, drives, parks, pond, drainage P.O.W., drainage easements, and utility easements, as hereon laid down and designated, including easements for overhead of service wires for pole type utilities, and buried service wires, conduits and pipes for underground utilities, and the right to ingress and egress for service and construction and the right to trim interfering trees and shrubs.
Witness my signature this _____ day of _____, 2020.

By: RANCHOS REAL XV, L.L.C.
Douglas A. Schwartz, Manager

ATTEST: NOT REQUIRED
STATE OF TEXAS
COUNTY OF EL PASO
Before me, the undersigned authority, on this day personally appeared Douglas A. Schwartz, Manager of RANCHOS REAL XV, L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purpose and considerations herein expressed.
Given under my hand and seal of office this _____ day of _____, 2020.

Notary Public in and for El Paso County My Commission Expires _____

TOWN OF HORIZON CITY COUNCIL
This subdivision is hereby approved as to the platting and as to the conditions of the dedication in accordance with Chapter 212 of the Local Government Code of Texas, this _____ day of _____, 2020.

Accepted and adopted by the City Council of Town of Horizon City this _____ day of _____, 2020.
Elvio Schuller, City Clerk Ruben Mendoza, Mayor
Approved for filing this _____ day of _____, 2020.

Huilt-Zollars inc. (Town Engineer)
By: Isabel Vasquez, P.E.
FILING
Filed and recorded in the office of the County Clerk of El Paso County, Texas, this _____ day of _____, 2020, A.D. in Volume _____ of the Plat Record, Page _____
File No. _____

County Clerk By Deputy
Prepared by and under the supervision of: Yvonne Conde Curry, P.E. Registered Professional Engineer Registration No. 64648
This plat represents a survey made on the ground by me or under my supervision and complies with the current Texas Board of Professional Land Survey Professional and Technical Standards.
Ron R. Conde Registered Professional Land Surveyor Texas License No. 5152
Yvonne Conde Curry, P.E.

HORIZON TOWN CENTER

UNIT TWO

BEING A PORTION OF C.D. STEWART SURVEY NO. 321,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS
CONTAINING: 60.13 ACRES

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of C.D. Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Horizon Crossing St., from which an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Park Vista Pl. bears South 86°43'32" East a distance of 461.05 feet; thence South 87°38'01" East a distance of 123.07 feet to a point on southerly right-of-way line of Town Center Dr. in Horizon Town Center Unit One, Recorded in Deeds File No. 20180057691, Real Property Records of El Paso County, Texas for the "True Point of Beginning";

Thence along said right-of-way line, North 89°48'38" East a distance of 234.97 feet to a point of curve;

Thence continuing said right-of-way line, 45.35 feet along the arc of a curve to the right which has a radius of 750.00 feet on interior angle of 0°27'51" a chord which bears South 88°27'27" East a distance of 45.34 feet to a point;

Thence still continuing said right-of-way line, South 86°43'32" East a distance of 234.97 feet to a point of curve;

Thence leaving said right-of-way line, 31.42 feet along the arc of a curve to the right which has a radius of 20.00 feet on interior angle of 90°00'00" a chord which bears South 41°43'32" East a distance of 28.26 feet to a point on the westerly right-of-way line of Park Vista Pl.;

Thence along said right-of-way line, South 03°16'28" West a distance of 444.59 feet to a point of curve;

Thence leaving said right-of-way line, 31.10 feet along the arc of a curve to the right which has a radius of 20.00 feet on interior angle of 89°05'22" a chord which bears South 47°49'09" West a distance of 28.36 feet to a point on the westerly right-of-way line of Arzo Vista Pl.;

Thence continuing said boundary line, North 87°38'01" East a distance of 114.42 feet to a point of curve;

Thence leaving said right-of-way line and along the southeasterly boundary line of Horizon Town Center Unit One, recorded in Deeds File No. 20180057691, Real Property Records of El Paso County, Texas, South 02°21'50" West a distance of 172.00 feet to a point;

Thence continuing along said boundary line, South 87°38'01" East a distance of 610.44 feet to a point on the westerly right-of-way line of Arzo Vista Pl.;

Thence along said right-of-way line and also boundary line, South 03°16'28" West a distance of 444.59 feet to a point of curve;

Thence continuing said boundary line, 31.10 feet along the arc of a curve to the right which has a radius of 20.00 feet on interior angle of 89°05'22" a chord which bears South 47°49'09" West a distance of 28.36 feet to a point on the westerly right-of-way line of Arzo Vista Pl.;

Thence still continuing along said boundary line, South 87°38'01" West a distance of 52.02 feet to a point of curve;

Thence still continuing said boundary line, 31.73 feet along the arc of a curve to the right which has a radius of 20.00 feet on interior angle of 90°00'00" a chord which bears South 42°03'51" East a distance of 28.51 feet to a point on said boundary line and also westerly right-of-way line of Arzo Vista Pl.;

Thence along said right-of-way line and also boundary line, South 03°16'28" West a distance of 36.09 feet to a point;

Thence, North 02°21'59" East a distance of 190.01 feet to a point;

Thence, South 86°57'46" East a distance of 272.02 feet to a point;

Thence, South 02°21'59" West a distance of 336.39 feet to a point;

Thence, South 87°38'01" East a distance of 432.58 feet to a point;

Thence, South 02°21'59" West a distance of 620.00 feet to a point;

Thence, South 87°38'01" East a distance of 547.36 feet to a point of curve;

Thence, 46.47 feet along the arc of a curve to the right which has a radius of 485.00 feet on interior angle of 05°29'21" a chord which bears South 88°12'00" East a distance of 46.45 feet to a point;

Thence, 172.31 feet along the arc of a curve to the left which has a radius of 815.50 feet on interior angle of 12°06'23" a chord which bears South 88°12'00" East a distance of 171.99 feet to a point;

Thence, North 85°44'49" East a distance of 33.19 feet to a point;

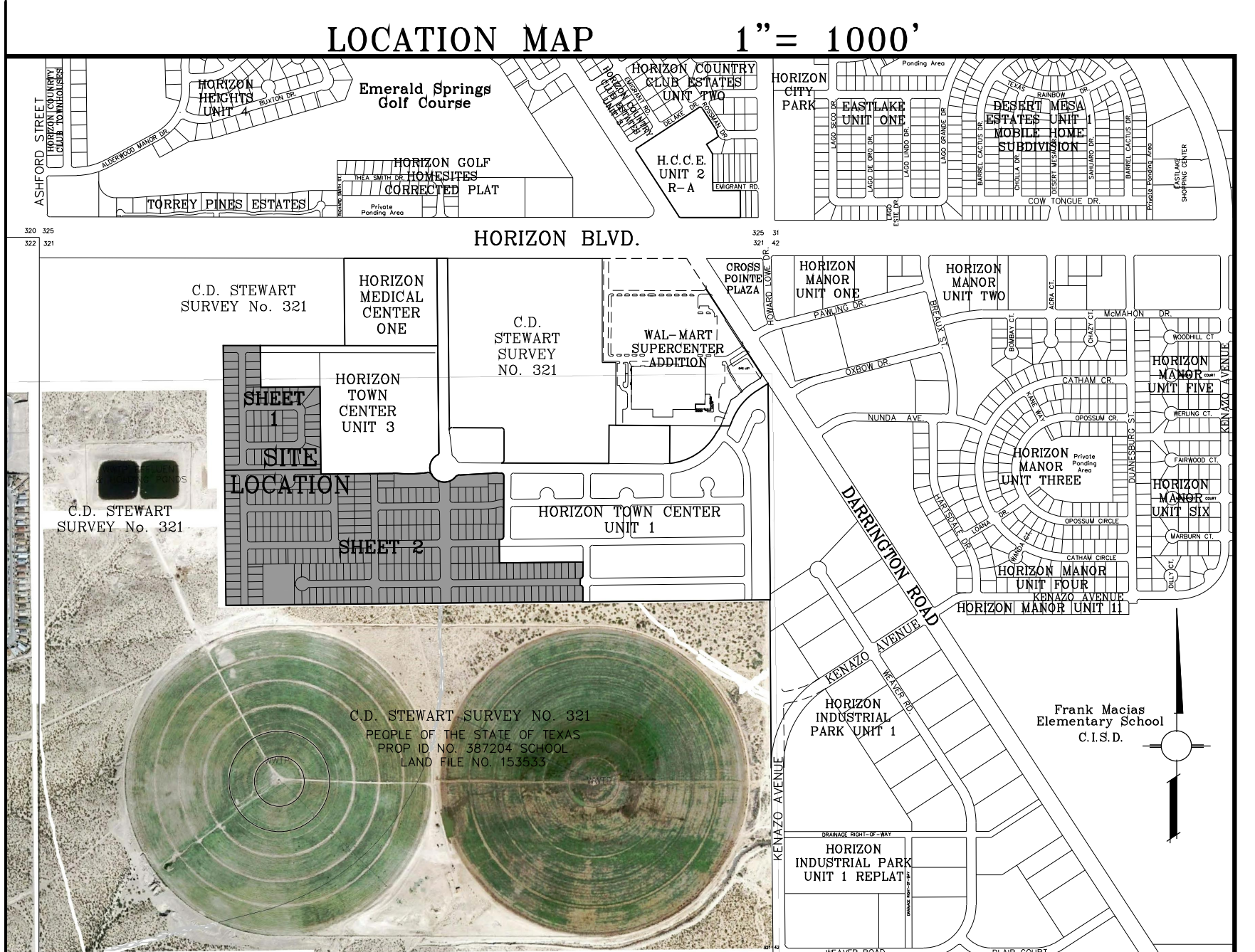
Thence, 41.13 feet along the arc of a curve to the right which has a radius of 35.00 feet on interior angle of 67°20'09" a chord which bears South 60°55'06" East a distance of 38.81 feet to a point;

Thence, 200.25 feet along the arc of a curve to the left which has a radius of 105.00 feet on interior angle of 109°16'25" a chord which bears South 81°53'15" East a distance of 171.26 feet to a point;

Thence, 36.13 feet along the arc of a curve to the right which has a radius of 45.00 feet on interior angle of 48°00'00" a chord which bears North 64°04'38" East a distance of 35.17 feet to the "TRUE POINT OF BEGINNING" and containing 2,616,416.64 Square Feet or 60.13 acres of land more or less.

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	750.00'	45.35'	22.68'	45.34'	S88°27'27"	327°51'
C2	20.00'	31.42'	20.00'	28.28'	S41°43'32"	90°00'00"
C3	20.00'	31.10'	19.68'	28.06'	S47°49'09"	89°05'22"
C4	20.00'	31.10'	19.68'	28.06'	S47°49'09"	89°05'22"
C5	20.00'	31.73'	20.32'	28.51'	S42°03'51"	90°54'38"
C6	485.00'	46.47'	23.25'	46.45'	S88°12'00"	529°21'
C7	815.50'	172.31'	86.48'	171.99'	S88°12'00"	12°06'23"
C8	35.00'	41.13'	23.31'	38.81'	S60°55'06"	67°20'09"
C9	105.00'	200.25'	147.95'	171.26'	S81°53'15"	109°16'25"
C10	45.00'	36.13'	19.10'	35.17'	N64°04'38"	46°00'00"
C11	20.00'	28.80'	17.55'	26.38'	N44°32'02"	82°31'06"
C12	376.00'	41.13'	20.59'	41.11'	S82°39'33"	616°03'
C13	324.00'	54.49'	27.31'	54.42'	N84°20'35"	93°80'17"
C14	324.00'	18.11'	9.06'	18.11'	S89°14'16"	312°12'
C15	350.00'	78.43'	39.38'	78.26'	N85°05'41"	123°01'19"

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C16	350.00'	52.38'	26.24'	52.33'	S87°48'47"	83°43'31"
C17	350.00'	26.04'	13.03'	26.04'	N89°46'03"	41°04'48"
C18	20.00'	34.82'	23.74'	30.99'	S81°03'03"	99°45'55"
C19	324.00'	22.53'	11.27'	22.52'	S81°03'03"	359°02'
C20	376.00'	11.75'	5.88'	11.75'	N82°05'15"	147°26"
C21	376.00'	54.44'	27.27'	54.39'	N82°05'15"	81°45'
C22	376.00'	18.06'	9.03'	18.06'	S89°00'43"	245°08'
C23	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C24	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C25	20.00'	21.58'	11.98'	20.57'	S33°16'55"	61°50'08"
C26	105.00'	37.37'	18.88'	37.17'	N54°00'16"	207°23'27"
C27	105.00'	45.34'	23.03'	44.98'	S39°17'11"	244°41'17"
C28	47.50'	42.96'	23.07'	41.51'	N35°41'51"	51°58'37"
C29	55.00'	22.09'	11.05'	22.07'	S10°12'02"	221°55'
C30	55.00'	7.75'	3.87'	7.74'	S23°17'11"	04°48'44"
C31	260.00'	24.60'	12.26'	24.49'	N02°10'07"	52°35'44"
C32	20.00'	31.42'	20.00'	28.28'	N42°38'10"	90°00'00"
C33	20.00'	31.42'	20.00'	28.28'	N42°38'10"	90°00'00"
C34	20.00'	31.42'	20.00'	28.28'	N42°38'10"	90°00'00"
C35	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C36	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C37	20.00'	31.42'	20.00'	28.28'	N42°38'10"	90°00'00"
C38	20.00'	31.42'	20.00'	28.28'	N42°38'10"	90°00'00"
C39	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C40	20.00'	31.42'	20.00'	28.28'	S42°38'10"	90°00'00"
C41	20.00'	31.42'	20.00'	28.28'	N42°38'10"	90°00'00"
C42	776.00'	24.87'	12.44'	24.87'	S88°43'04"	91°50'12"
C43	20.00'	32.06'	20.65'	28.73'	S48°15'56"	91°50'12"
C44	20.00'	30.69'	19.29'	27.77'	N41°35'51"	87°58'24"
C45	724.00'	26.24'	13.12'	26.24'	N86°35'51"	204°36'



SCHOOL DISTRICT
SOCORRO INDEPENDENT SCHOOL DISTRICT
12300 EASTLAKE DRIVE

TOTAL RESIDENTIAL LOTS
288

LINE	LENGTH	BEARING
L1	23.90	S86°43'32"E
L2	11.42	N87°38'10"W
L3	52.02	S3°58'29"W
L4	33.19	N85°44'49"E
L5	105.00	N2°21'50"E
L6	56.69	N87°38'10"W
L7	46.01	N87°38'10"W
L8	10.13	S87°38'10"E
L9	15.95	S87°38'10"E
L10	10.00	S2°21'50"E
L11	37.00	N2°21'50"E
L12	37.00	N2°21'50"E

CONDE INC.
ENGINEERING / PLANNING
GPS / SURVEYING / CAD

6800 SURETY DR. STE 100
BL. PABLO, TEXAS 79905
PHONE: (915) 682-0288
FAX: (915) 682-0286

LINE	LENGTH	BEARING
L1	23.90	S86°43'32"E
L2	11.42	N87°38'10"W
L3	52.02	S3°58'29"W
L4	33.19	N85°44'49"E
L5	105.00	N2°21'50"E
L6	56.69	N87°38'10"W
L7	46.01	N87°38'10"W
L8	10.13	S87°38'10"E
L9	15.95	S87°38'10"E
L10	10.00	S2°21'50"E
L11	37.00	N2°21'50"E
L12	37.00	N2°21'50"E

- NOTES:
- TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT NO. _____ DATE _____
 - RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT NO. _____ DATE _____
 - VEHICULAR ACCESS TO THOSE RESIDENTIAL LOTS ABUTTING, TOWN CENTER DR. AND HORIZON CROSSING ST. SHALL BE FROM OTHER DEDICATED STREETS ONLY. THE INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.
INSTRUMENT NO. _____ DATE _____
 - LOT CORNERS WILL BE SET UP ON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
 - "U.S. POSTAL SERVICE DELIVERY WILL BE PROVIDED THROUGH NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS".
 - SET 1/2" REBAR WITH CAP MARKED TX 5152 AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
 - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO. 480212-2508 AND 2376, DATED SEPTEMBER 4, 1991, PROPERTY IS IN FLOOD HAZARD ZONE X.
 - BEARINGS BASED ON THE MONUMENTS FOUND ALONG THE CENTERLINE OF TOWN CENTER DR., RECORDED IN THE PLAT OF HORIZON TOWN CENTER UNIT ONE, FILE NO. 20180057691, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS.
 - NO ROADS WILL BE MAINTAINED BY THE TOWN UNTIL PAID BY THE SUBDIVIDER OR PROPERTY OWNER AND LEGALLY APPROVED AND ACCEPTED BY THE TOWN. (SECTION 4.8.1.7, SUBDIVISION ORDINANCE #35)
 - PROVIDED CERTIFICATION THAT ALL UTILITIES HAVE APPROVED LOCATIONS OF EASEMENTS AND THAT SERVICE WILL BE PROVIDED TO DEVELOPMENT.
 - ENSURE THAT PLAT COMPLEYS WITH TBPLS REQUIREMENTS.
 - WATER, SEWER, ELECTRIC AND GAS UTILITIES WILL BE AVAILABLE.
 - A PORTION OF THE STORM WATER RUNOFF WILL DRAIN INTO HORIZON TOWN CENTER UNIT THREE (POND LOT 28, BLOCK 22).

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C46	20.00'	2.35'	1.18'	2.35'	S88°59'34"W	6°44'33"
C47	20.00'	14.72'	7.71'	14.39'	S64°32'02"W	42°10'31"
C48	50.00'	21.61'	26.80'	47.25'	N71°38'24"E	56°23'14"
C49	50.00'	75.69'	47.23'	68.67'	S36°47'56"E	86°44'06"
C50	50.00'	20.98'	10.65'	20.83'	S18°35'28"W	24°02'43"
C51	50.00'	47.39'	25.64'	45.63'	S57°45'50"W	54°18'00"
C52	50.00'	49.19'	26.79'	47.23'	N66°54'08"W	56°22'04"
C53	20.00'	14.73'	7.72'	14.40'	S59°49'17"E	42°12'22"
C54	20.00'	2.34'	1.17'	2.34'	S84°16'49"E	6°42'42"
C55	776.00'	24.87'	12.44'	24.87'	N86°43'04"W	15°01'12"
C56	20.00'	32.06'	20.65'	28.73'	N48°15'56"E	91°50'12"
C57	750.00'	71.62'	35.84'	71.59'	N84°54'01"W	52°81'17"
C58	20.00'	71.62'	35.84'	71.59'	S84°54'01"E	52°81'17"
C59	724.00'	26.24'	13.12'	26.24'	S86°35'51"E	204°36'
C60	20.00'	30.69'	19.29'	27.77'	S41°35'51"E	87°58'24"
C61	20.00'	31.42'	20.00'	28.28'	S42°38'10"E	90°00'00"
C62	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C63	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C64	20.00'	31.42'	20.00'	28.28'	S42°38'10"E	90°00'00"
C65	20.00'	31.42'	20.00'	28.28'	S42°38'10"E	90°00'00"
C66	20.00'	31.42'	20.00'	28.28'	S42°38'10"E	90°00'00"
C67	485.00'	39.01'	19.52'	39.00'	N84°27'04"W	43°36'32"
C68	485.00'	7.45'	3.73'	7.45'	N87°11'45"W	05°24'48"
C69	20.00'	31.42'	20.00'	28.28'	S42°38'10"E	90°00'00"
C70	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C71	20.00'	31.42'	20.00'	28.28'	S42°38'10"E	90°00'00"
C72	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C73	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C74	20.00'	31.42'	20.00'	28.28'	N42°38'10"E	90°00'00"
C75	20.00'	31.42'	20.00'	28.28'	S42°38'10"E	90°00'00"
C76	20.00'	31.42'	20.00'	28.28'	S42°38'10"E	90°00'00"
C77	20.00'	31.42'	20.00'	28.28'	S42°38'10"E	90°00'00"
C78	20.00'	31.42'	20.00'	28.28'	S42°38'10"E	90°00'00"
C79	20.00'	31.42'	20.00'	28.28'	S42°38'10"E	90°00'00"
C80	20.00'	31.42'	20.00'	28.28'	S42°38'10"E	90°00'00"
C81	20.00'	31.42'	20.00'	28.28'	S42°38'10"E	90°00'00"
C82	20.00'	31.42'	20.00'	28.28'	S42°38'10"E	90°00'00"
C83	20.00'	40.00'	31.15'	33.64'	N30°20'32"W	114°35'16"
C84	50.00'	29.49'	15.09'	29.07'	S10°03'16"W	134°47'41"
C85	50.00'	70.51'	42.55'	64.81'	S47°14'22"E	80°47'35"
C86	50.00'	68.48'	40.83'	63.25'	N53°07'45"E	78°28'11"
C87	20.00'	31.52'	16.30'	31.00'	N49°05'57"W	36°07'05"
C88	20.00'	40.00'	31.15'	33.64'	S35°04'13"W	114°35'16"

A RESOLUTION ORDERING AN ELECTION BY THE QUALIFIED VOTERS OF THE TOWN OF HORIZON CITY, TEXAS ON MAY 1, 2021 FOR THE PURPOSE OF ELECTING FOUR COUNCIL MEMBERS FOR PLACES 1, 2, 4 AND 6 FOR FOUR YEAR TERMS

WHEREAS, on November 5, 2013, the citizens of the Town of Horizon City amended the charter and established a process to lengthen the terms of office to eventually be for four-year terms and to ultimately move the elections to the May uniform election date; and

WHEREAS, the Charter of the Town of Horizon City provides that the next general election date for Council Members holding Places 1, 2, 4 and 6 last elected in 2017 for four (4) year terms is the May uniform election date; and

WHEREAS, the general election date established by this Resolution for the City Council members, Places 1, 2, 4 and 6 is the general election date in May 2021, which date is May 1, 2021; and

WHEREAS, upon election, the terms of office will be established for four (4) years as provided by the Charter amendment.

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

SECTION I.

That in compliance and accordance with the laws and constitution of the State of Texas, an election be and the same is hereby called and ordered for Tuesday, May 1, 2021, for the purpose of electing four (4) Council members for a term of office of four (4) years each.

SECTION II.

The City Clerk, together with the El Paso County Elections Administrator, shall cause the official ballot to be prepared to be used in said election, and the Places for the Council members shall be designated on the official ballot as Members of Council, Places 1, 2, 4 and 6, respectively.

SECTION III.

That no person's name shall be placed upon the official ballot as a candidate for the position of Member of the City Council unless such person has filed his sworn application, in compliance with and as provided by the laws of Texas, no sooner than January 13, 2021 nor after February 12,

2021 at 5:00 p.m., and designation of the number of the Place on the City Council that said candidate is seeking must appear on the face of said application.

SECTION IV.

That the polls shall be kept open from 7:00 a.m. until 7:00 p.m. on the day of the election, and at such election, all qualified voters in the Town are authorized to vote for his or her choice of candidate for each place and shall vote for one candidate only for each place, with due return being made to the Council showing the number of votes cast for each candidate for each of the positions of Council Members.

SECTION V.

That Lisa Wise, County Elections Administrator, shall be the early voting clerk for said election. The County Courthouse, 500 E. San Antonio, El Paso, Texas, is hereby designated as the main early voting polling place for said election. In addition, early voting may also occur at such branch early voting polling places as are designed herein or otherwise designated by the El Paso County Elections Administrator and for which notice is given, and early voting on Saturday and Sunday is ordered. The City Clerk is authorized to revise or add exhibits to this Resolution and to the Order of Election designating these early voting locations and times for voting as are established or revised by the El Paso County Elections Administrator.

Applications for ballot by mail shall be submitted to the Early Voting Clerk: 500 E. San Antonio, Lower Level, Ste. L115, El Paso, TX 79901, no later than the close of regular business in the Early Voting Clerk's office, or 12 noon, whichever is later on the 11th day before the date of the Election or as may otherwise be required by law.

SECTION VI.

That a candidate who receives a majority of all of the votes cast for the office for which he or she is a candidate shall be elected for such office. In the event of a tie, the provisions of Section 2.002 of the Texas Election Code, or other applicable state statute dealing with a "Tie Vote", shall be followed. If a runoff election is required to elect an officer by a majority vote, it shall be held on a date as permitted by the Texas Election Code. Such election, if any, shall be called by the City Council. Early voting dates and sites will be identified if such runoff election shall be held.

SECTION VII.

That electronic voting machines, as certified for use by the El Paso County Elections Administrator, shall be used for voting at the regular polling places in such election, and for the

casting of early ballots by persons voting early by personal appearance.

SECTION VIII.

That this Resolution, signed by the Mayor and attested by the City Clerk, shall constitute the proclamation of the Mayor calling and ordering said election, and that the City Clerk is directed to prepare the appropriate notice of election containing the directives of this Resolution and the Order of Election, as required by the Texas Election Code. The City Clerk shall give notice of such election in English and Spanish by posting such notice at the Town Hall and by publishing a copy of such notice in a newspaper as required by law.

SECTION IX.

The City Clerk shall deliver notice of this election to the county clerk and voter registrar of El Paso County as required by law, not later than Tuesday, March 3, 2021.

SECTION X.

That the polling places located in the Town of Horizon City for this election shall at a minimum be as follows:

PRECINCT	LOCATION	ADDRESS
158	Horizon Heights Elementary School	13601 Ryderwood Ave.
168	Desert Hills Elementary School	300 N. Kenazo Dr.
169	Carroll T. Welch Intermediate School	14510 McMahone Ave.
180	Desert Wind Pre K-8 School	1100 Colina De Paz Dr.

Pursuant to Section 43.007 of Texas Election Code, the County of El Paso has established a countywide polling place program and voters may vote at any of the Polling Places designated by the El Paso County Elections Administrator pursuant to state law.

SECTION XI.

Early voting by personal appearance will be conducted on the following days and times:

From Monday, April 19, 2021 through Friday, April 23, 2021, from 8:00 a.m. to 5:00 p.m.
On Saturday, April 24, 2021 to Sunday, April 25, 2021, from 12:00 p.m. (noon) to 5:00 p.m.
On Monday, April 26, 2021 and Tuesday, April 27, 2021, from 7:00 a.m. to 7:00 p.m.
(designated dates for extended hours)

In addition to the main early voting location designated by the Early Voting Clerk, early voting by personal appearance will be conducted at the early voting location in Horizon City, at:

OZ GLAZE SENIOR CENTER, 13969 Veny Webb, Horizon City, Texas,

and at any other place as shall be designated by the County Elections Administrator and for which notice is given by the City Clerk.

SECTION XII.

This Resolution was duly adopted with all the requisites and formalities incident thereto the adoption of resolutions and as such is evidenced by the below signatures, and further that the foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein. By approving and signing this Resolution, the Mayor officially certifies and confirms as his action, all matters recited herein which by law come within his jurisdiction.

ADOPTED AND APPROVED, this _____ day of January, 2021.

TOWN OF HORIZON CITY

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Bertha A. Ontiveros, Asst. City Attorney

THE STATE OF TEXAS)
)
COUNTY OF EL PASO) CONTRACT FOR ELECTION SERVICES

This is a CONTRACT FOR ELECTION SERVICES (“Contract”) made pursuant to Texas Election Code Sec. 31.091 *et seq.*, effective this ____ day of _____, by and between the Town of Horizon City (“TOWN OF HORIZON CITY”) and COUNTY OF EL PASO, TEXAS (“COUNTY”), by and through the County Elections Administrator (“CONTRACTING OFFICER”).

1. RECITALS. TOWN OF HORIZON CITY is a political subdivision situated partly or wholly within El Paso County, Texas. TOWN OF HORIZON CITY has scheduled a May Uniform and Special Election to be held on May 1, 2021 and has requested the COUNTY to perform election services as provided by and under Election Code Sec. 31.091 *et seq.* The COUNTY and TOWN OF HORIZON CITY have determined that it is in the public interest that the following contract be made and entered into for the purpose of having the COUNTY, through its Elections Administrator, furnish to the TOWN OF HORIZON CITY certain election services and equipment needed by the TOWN OF HORIZON CITY on May 1, 2021, in connection with the holding of the May Uniform and Special Election and any required run off election.

2. DUTIES AND SERVICES OF CONTRACTING OFFICER. Any services to be performed by the COUNTY may be delegated to the Contracting Officer. The Contracting Officer shall serve as Early Voting Clerk. The COUNTY shall perform the duties and furnish the services and equipment listed below. The COUNTY shall:

- (a) Furnish certain election services and equipment needed by TOWN OF HORIZON CITY in connection with holding an election on May 1, 2021;
- (b) Provide training of judges, alternate judges, and clerks, including deputy early voting clerks;

- (c) Prepare lists and submit names of persons suggested for appointment as presiding election judges, alternate judges, and judge of the central counting station;
- (d) Prepare lists and submit names of persons suggested for appointment as deputy early voting clerks;
- (e) Serve as manager of the central counting station or appoint a substitute manager;
- (f) Arrange for the use of polling places in the election and runoff election, if necessary;
- (g) Program or arrange to have the ballot programmed;
- (h) Procure and distribute necessary election supplies, and distribution of ballots;
- (i) Assemble and edit lists of registered voters to be used in conducting the election, in conformity with the boundaries of TOWN OF HORIZON CITY and the election precincts established for the election;
- (j) Procure, prepare, and distribute election equipment, transport equipment to and from the polling places for early voting and election day, and issue election supplies to the precinct judges;
- (k) Supervise the conduct of early voting;
- (l) Conduct one or more election schools and notify the election judges and clerks of the time, date, and location of the schools;
- (m) Arrange for use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in preparing the programs and test materials for tabulation of the ballots to be used with electronic voting equipment;
- (n) Arrange to publish legal notice of the date, time and place of the testing of the electronic tabulating equipment, and conduct the testing in accordance with Texas Election Code chapters 127.001 et seq. and chapter 129.001 et seq. and in accordance with Texas Secretary of State advisories;
- (o) Supervise the handling and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass;
- (p) Provide general information services for voters and election officers;
- (q) Assist in providing general overall supervision of the election;
- (r) Provide for the storage of election records as provided by law;
- (s) Provide TOWN OF HORIZON CITY with a precinct by precinct roll of registered voters in a mutually agreed upon format;
- (t) If requested by TOWN OF HORIZON CITY, prepare the unofficial tabulation of precinct results on election night;
- (u) Submit election night returns to the Secretary of State, in a format to be described by the Texas Secretary of State and in accordance with Election Code Chapter 68, if applicable; and

- (v) Certify that a criminal background check on all employees, including temporary employees, which may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for TOWN OF HORIZON CITY, has been performed.

The COUNTY shall provide the requested services by and through its Contracting Officer (the "Contracting Officer").

3. DUTIES AND SERVICES OF TOWN OF HORIZON CITY. The TOWN OF HORIZON CITY shall:

- (a) Adopt an order appointing the Contracting Officer as Early Voting Clerk;
- (b) Prepare appropriate documents for establishing the precinct and polling places;
- (c) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption for execution by the appropriate TOWN OF HORIZON CITY officer or body, and take all actions necessary under law and in accordance with this Contract for calling the election, appointing the presiding judges, alternate judges, judge of the central counting station, and other election officers, establishing precincts and polling places, handling contests, canvassing the returns and declaring the results;
- (d) Approve the tabulating supervisor and assistants and central counting station manager, recommended by the Elections Administrator;
- (e) Prepare and publish required election notices as required by law;
- (f) Deliver and certify to the Elections Administrator as soon as possible but not later than sixty (60) days before the election, the names, issues, or referenda which are to be printed on the ballot or ballot labels with the exact spelling that is to be used;
- (g) Provide the services necessary to translate any election documents into Spanish as required;
- (h) Pay any additional costs incurred by the Elections Administrator if a recount for the election is required, or the election is contested in any manner;
- (i) Return all surplus election supplies to the Elections Administrator;
- (j) Prepare any submission on voting changes which may be required to be submitted to the US. Department of Justice under the Federal Voting Rights Act of 1965, as amended;
- (k) Pay 75% of Elections Administrator's estimated costs no later than ten (10) days before Election Day; and
- (l) Pay the balance of conducting the election and additional costs, within thirty (30) days from the receipt of an invoice from the Elections Administrator.

4. COST OF SERVICES. TOWN OF HORIZON CITY shall pay for the above services,

supplies and equipment in accordance with the estimated cost schedule attached to this Contract (EXHIBIT A), which is mutually agreed upon.

5. GENERAL TERMS AND CONDITIONS.

- (a) A total of six (6) precincts plus twenty one (21) permanent early voting stations, one hundred thirty six (136) countywide polling locations will be used for conducting the election.
- (b) TOWN OF HORIZON CITY acknowledges that the COUNTY may enter into a similar Contract for Election Services with other political subdivisions in the same COUNTY for the same election date. During early voting and on Election Day, a voter will be eligible to vote at any one of the voting locations. TOWN OF HORIZON CITY agrees to share common polling places with the other political subdivision(s) as determined by the COUNTY and in accordance with the costs as allocated by the COUNTY.
- (c) Nothing in this Contract shall authorize or permit a change in the officer with whom, or the place at which, any document is to be filed, the place at which a function is to be carried out, or other nontransferable functions as specified by the Election Code.
- (d) The Elections Administrator shall file copies of this contract with the County Judge and the County Auditor of El Paso County.
- (e) Neither party may assign, in whole or in part, any interest they may have in the agreement.
- (f) Nothing in this agreement imposes any duty on the COUNTY to maintain or repair the facilities or cure any premise defects of the property on which countywide polling locations are located.
- (g) Neither TOWN OF HORIZON CITY nor any employee of TOWN OF HORIZON CITY is an agent, or employee of the Elections Administrator and neither Elections Administrator nor any employee thereof is an agent or employee of TOWN OF HORIZON CITY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.
- (h) TOWN OF HORIZON CITY and the COUNTY reserve, and do not waive, their rights of sovereign immunity and similar rights, immunities and rights of their officials and employees, and their employees' and officials' rights under the Texas Tort Claims Act.
- (i) Venue is in El Paso County, Texas.

IN WITNESS WHEREOF, the parties have executed this Contract at El Paso, Texas on the
dates noted below.

TOWN OF HORIZON CITY

Name: _____
Title: _____
Date: _____

COUNTY OF EL PASO, TEXAS

Lisa Wise
Elections Administrator
Date: _____

Elections Department
 500 E. San Antonio Ave. Suite 314
 El Paso, Texas 79901
 Phone (915) 546-2154
 Fax (915) 546-2220
 www.epcountyvotes.com



**Town of Horizon
 May 2021 Election**

Estimate "Exhibit A"

Payroll	
1. Central Counting Station	\$ 677.50
2. Early Voting	\$ 10,172.31
3. Election Day	\$ 6,753.01
4. Staff Overtime	\$ 2,205.00
5. Temporary Help	\$ 4,150.00
6. Training	\$ 2,296.00
Payroll Total	\$ 26,253.82
Election Expenses	
7. Election Tabulation Software and Supplies	\$ 500.00
8. Ballots Printed: Mail, Provisional, Curbside and Sample	\$ 840.00
9. Publication of Notices	\$ 50.66
10. Parking Garage Judges and Clerks	\$ 140.00
11. Delivery and Pickup of Touchscreens- Early Voting and Election Day	\$ 3,850.00
12. Delivery and Pickup of Touchscreens- Early Voting and Election Day: Fuel	\$ 250.00
Early Voting	
13. Poll Pads	\$ 382.78
14. Internet Connections /Cellphones	\$ 413.32
15. Security Seals- Early Voting	\$ 101.61
16. Kits- Early Voting	\$ 144.90
17. Utilities- Early Voting Locations	\$ -
18. Touchscreen Voting Machines- Early Voting	\$ 2,363.08
Election Day	
19. Poll Pads	\$ 998.55
20. Internet Connections & Phones	\$ 956.34
21. Security Seals- Election Day	\$ 157.50
22. Kits- Election Day	\$ 560.70
23. Touchscreen Voting Machines- Election Day	\$ 8,199.45
Election Expenses Total	\$ 19,908.89
Subtotal	\$ 46,162.71
Administrative Fees 10%	\$ 4,616.27
Grand Total	\$ 50,778.98

Early Voting May 1, 2021

Presiding Judge	VUID	Party	Alternate Judge	VUID	Party
Irene Hernandez	1095024601	Dem.	Patricia Miles-Muniz	1097742233	Rep.
Ayle Sarinana	1096278425	Dem.	Rebecca Meldrum	1096878182	Rep.
Yvonne Roman	1096841757	Dem.	Armando Jesus Prieto	1096006099	Rep.
Mary Beard	1170699715	Dem.	Ronald Holmes	1096818464	Rep.
Francisco Rosales	1095475204	Dem.	Edward Nations	1095585078	Rep.
Zandra Gonzalez	1095994394	Dem.	Dora Castillo	1169526370	Rep.
Cecilia Carpio	1095045633	Dem.	April Hernandez	1187696886	Rep.
Oscar Pina	1097332780	Dem.	Thomas Horn	1095956990	Rep.
Alfred Briones	1095617690	Dem.	Joan Bailey	2119536810	Rep.
Reyna Beltran	1098174368	Dem.	Martha Tipton	1095611298	Rep.
Nicolas Banales	1206584351	Dem.	Edward Solis	1095234535	Rep.
Carlos Moncada	1095172205	Dem.	Scott Norris	1152367767	Rep.
Amy Lara	1096405282	Dem.	Renslar Keagle	1097137638	Rep.
Dora Tellez	1095653831	Dem.	Richard Severson	1093689677	Rep.
Efren Contreras	1096936795	Dem.	Raul Solis-Anaya	1093835217	Rep.
Irene Pierce	1094708766	Dem.	Adelaida Ledesma	1095759789	Rep.
Floreen Villela	1095806222	Dem.	Robert Chaparro	1095349613	Rep.
Graciela Flores	1095926602	Dem.	Rosario Ramirez	1093462524	Rep.
Mary Dianne Padilla	1096432955	Dem.	Brenda Prieto	1095656787	Rep.
Lily Terrazas	1094430603	Dem.	Benjamin Migliore	1195374445	Rep.
Angelica Mejia	1143717238	Dem.	Stephen Nordberg	1095490699	Rep.
Luis Rocha	1095796003	Dem.	Janet C'De Baca	1095067940	Rep.
Christina Ozaeta	1093701561	Dem.	Delma Scott	1095910977	Rep.
Barbara Telas	1095185211	Dem.	Marsha Rivas	1096175202	Rep.
Silvia Cordova	1096795132	Dem.	Beatriz Navarrete	1095734589	Rep.

Election Day

May 1, 2021

Presiding Judge	VOID	Party	Alternate Judge	VOID	Party
Nicolas Banales	1206584351	Dem.	Leslie Caston	1097472371	Rep.
Guillermo Rivera	1095473795	Dem.	Mary Altamirano	1192822011	Rep.
Ernesto Chasco	1095537342	Dem.	Blanca Trout	1151483455	Rep.
Irma Rodriguez	1095950671	Dem.	James Peinado	1094298262	Rep.
Raul Diaz	1095936624	Dem.	Eduardo Poblano	1171321847	Dem.
Shane Lipson	1184740399	Dem	Delma Scott	1095910977	Rep.
William Cook	1095762112	Rep.	John Estess	1164814201	Rep.
Carmen Frausto	1095555036	Dem.	Eduardo Calderon	1095491176	Dem.
Brandon Wike	1220823602	Dem.	Forrest Moncrief	1096868630	Rep.
Elvira Beck	1093530497	Dem.	Stephen Nordberg	1095490699	Rep.
Lucille Teran	1097687374	Dem.	Eric Summer	1094331004	Rep.
Reginaldo Olivares	1095585107	Dem.	Edward Edmunds	1178880281	Rep.
Natalie Huseby	2125131679	Dem.	Valerie Edmunds	1179522929	Rep.
Iris Troche	1095334806	Rep.	Catherine Glen-Puschett	1098036339	Dem.
Cynthia Clarke	1022683680	Dem.	Timothy Townsend	2133694791	Rep
Ken Sutherland	1095912770	Dem.	George Norris	1094895308	Rep.
Johanna Kukla-Pownuk	1210533920	Dem.	Silvia Murillo	1096589829	Rep.
Gerald Smola	1097215706	Dem.	Fabiola Navarro	1095622494	Rep.
William Webster	1050155662	Dem.	Douglas Mungavin	1096163036	Rep.
Joshua Meier	1080097222	Rep	Khaldoon Rashid	2145615861	Dem.
Karen Powers	1095331873	Dem.	Maria Kachmar	1093761071	Rep.
Patricia Cruz Luna	1096773654	Dem.	Nancye Beck	1169719567	Rep.
Patricia Cruz Luna	1096773654	Dem.	Pedro Calderon	1098184875	Rep
Oscar Pina	1097332780	Dem.	Corrie Cleveland	1205499176	Rep
Aminta Hinojosa	1096062790	Dem.	Armando Jesus Prieto	1096006099	Rep.
Emily Diaz-Melendrez	2123200097	Dem.	Brenda Prieto	1095656787	Rep.
Paul Segura	1095284032	Dem.	Callie Cleveland	2131719947	Rep.
Amy Paz	2003414586	Dem.	Jentry Cleveland	2165703006	Rep.
Lisa Bernal	2164461966	Dem.	Malcolm McGregor	1095600742	Rep.
Efren Contreras	1096936795	Dem.	Robyn Cooper	1063402314	Rep.
Trini Acevedo	1095995361	Dem.	Brian Kanof	1095063890	Rep.
Yvonne Roman	1096841757	Dem.	Martin Ford	2165760885	Rep.
Felix Arenas	1095305386	Dem.	Ian Valdez	2120756902	Rep.
Mary Ann Villalobos	1095520352	Dem.	Miguel Barrueta	1095026187	Rep.
Irene Hernandez	1095024601	Dem.	Edward Solis	1095234535	Rep.
Robert Hernandez	1095052761	Dem.	Charles Hall	1095605381	Rep.
Rebecca Meldrum	1096878182	Rep.	Jessica Mora	1184810243	Dem.
Jasmine Reed	1200494820	Dem.	Joanne Spencer	1156656992	Rep.
Patricia Quiroz	1095973764	Dem.	Linda Carter	1095549729	Rep.
Maurean Simmons	1096685393	Dem.	Joseph Carter	1095549717	Rep.
Yvonne Bordon	1094254262	Dem.	James Shanks	2150980640	Rep.
Dorothy Byrd	1097482837	Dem.	Leon Daniels	1094274268	Rep.

Election Day

May 1, 2021

Presiding Judge	VOID	Party	Alternate Judge	VOID	Party
Christina Fenstermacher	1144146016	Dem.	Michael Mendenhall	2161436043	Rep.
Mark Benson	1093880729	Dem.	Ronald Holmes	1096818464	Rep.
Adelina Chavez	1171432350	Dem.	Walter Brown	1087883374	Rep.
Mary Beard	1170699715	Dem.	Susan Lane	1097036861	Rep.
Christina Ozaeta	1093701561	Dem.	Arthur Rood	1172929665	Rep.
James Melver	1095316378	Dem.	Cynthia Harper	1096322831	Rep.
Eric Yanez	1145413236	Dem.	Judy Simonet	1093960259	Rep.
Yvonne Yanez	1097283996	Dem.	Adam Pierce	2125505170	Rep.
Liza Rodriguez	1097776575	Dem.	Beverly Clevenger	1096270431	Rep.
Cesar Mata	1093514456	Dem.	David Grabe	1097357200	Rep.
Beatriz Hernandez	1096424330	Dem.	Jesus Ponce	1095615339	Rep.
Toni Lunsford	1096036808	Dem.	Victor Castaneda	1094649110	Rep.
Daniel Alcala	1187919570	Dem.	Sheridan Pantoja	1209474382	Rep.
Irene Pierce	1094708766	Dem.	Luz Platt	2128205307	Rep.
Rosa Quintero	1094886243	Rep.	Maria Reyes	1070120088	Dem.
Ramona Torres	1095417466	Dem.	Ruben Rios	1096589053	Rep.
Sylvia Mendez	1096207760	Dem.	Rudy Martinez	1063134314	Rep.
Oscar Armenta	1094052368	Dem.	Garrett Calderon	1096086873	Rep.
Maria Elena Cruz	1096445764	Dem.	Noemi Fragoso	1095868223	Rep.
Eric Willard	1004588883	Dem.	Marsha Rivas	1096175202	Rep.
Amy Lara	1096405282	Dem.	Daniel Acuna	1095559675	Rep.
Carlos Garcia	1093993035	Dem.	Maria Elena Licon	1211788023	Rep.
Fainot Pierre	1220345319	Dem.	Rosa Rivera	2130010206	Rep.
Deborah Estala	1094943011	Dem.	Karina Rivera	1158523109	Rep.
Xochitl Rhodes	2166392922	Dem.	Steven Burman	1095801802	Rep.
Sue Ann Roman	1067370599	Dem.	Michael Stevens	1095004017	Rep.
Socorro Palomo	1096750753	Dem.	Leticia Stevens	1095273910	Rep.
Mayra Garcia	2129226077	Dem.	Sandra Arredondo	1096428494	Rep.
Richard Spencer	1151929970	Rep.	Lucy Mora	1146018307	Dem.
Sara Ramirez	1097964557	Dem.	Thomas Horn	1095956990	Rep.
Perla Peon	1095867614	Dem.	Barbara Moore	1095024664	Rep.
Abigail Meys	1094180395	Dem.	Billie Stern-Gilbert	1095108435	Rep.
Adela Saucedo	1096463512	Dem.	Blanca Guillen-Orona	1093574225	Rep.
Joshua Carter Guerra	1169150158	Dem.	Katherine Terrell	1095877828	Rep.
Irma Ramirez	1096485809	Dem.	Araceli Barnard	1095729311	Rep.
Cruz Lujan	1206958333	Dem.	Wende Anderson	1047457862	Rep.
Araceli Rodriguez	1096183656	Dem.	Webster D. Powell III	1093747889	Rep.
Yvonne Gonzalez	1095003838	Dem.	Lorrie Randazzo	1142051084	Rep.
Alfred Briones	1095617690	Dem.	Theresa Fordham	1096804385	Rep.
Betty Spencer	1095551970	Dem.	Nancy Macias	1096286268	Rep.
Cathy Hinojosa	1095450421	Dem.	Terry Ann Megason	1096069136	Rep.
Tanya Quintana	2142314985	Dem.	James Moore	1095024655	Rep.

Election Day

May 1, 2021

Presiding Judge	VOID	Party	Alternate Judge	VOID	Party
Cecilia Carpio	1095045633	Dem.	Patricia Hawks	1098070697	Rep.
Erika Garcia	1097244064	Dem.	Fernie Valles	2169304593	Rep.
Marek Swiderski	1096628940	Dem.	Isabelle Pelletier	2131069969	Rep.
Thelma Rivera	1097328507	Dem.	Kelly Pelletier	1093875490	Rep.
Elena Labrado	1096152073	Dem.	Mara Arroyo	1186201359	Rep.
Reyna Beltran	1098174368	Dem.	Scott Norris	1152367767	Rep.
Joshua Simmons	1094926294	Dem.	Rosa Nevarez	1097230450	Rep.
Joseph Gutierrez	1095661935	Dem.	Anna Gardy	1096484912	Rep.
Margaret Lee	1095439050	Dem.	Carmen Johnson	1095761440	Rep.
Julie Ortiz	1159514808	Dem.	Richard Gillis	1181785345	Rep.
Stephanie Vilchis	2002914486	Dem.	Valerie Allred	1095614648	Rep.
Paula Sanchez	1096898603	Dem.	Laura Haught	1096233767	Rep.
Ruben Gomez	1096681221	Dem.	Sylvia Quezada	1098401501	Rep.
Betty Jimenez	1095593890	Dem.	Richard Severson	1093689677	Rep.
Karen Hamilton	1095460354	Dem.	Hans Sassenfeld	1095348913	Rep.
George Cordova	1095375612	Dem.	Martin Wilson	1096076341	Rep.
Renee Saucedo	1193917268	Dem.	Raul Jara	1096469548	Rep.
Carlos Moncada	1095172205	Dem.	Joanna Sikorski	2134950918	Rep.
Martha Concha	1095072157	Dem.	Richard Lopez	1147958294	Rep.
Seelene Gutierrez	2002881139	Dem.	Maria Isabel Blissett	2002705923	Rep.
Antonio Escobedo	1096337233	Dem.	Zulema Lazarin	1095233576	Rep.
Vanessa Saathoff-Camacho	1094425562	Dem.	Adrian Guzman	2002287985	Rep.
Patricia Quinonez	1095183926	Dem.	Terry Gorton	1158832220	Rep.
Windy Dunn	1142562604	Dem.	Patricia Miles-Muniz	1097742233	Rep.
Maria Duarte	1146844562	Dem.	Sarah Wilkerson	1095573556	Rep.
Ayle Sarinana	1096278425	Dem.	Pedro Fernandez	2147010234	Rep.
Vanessa Licon	1199461355	Dem.	Orlando Acuna	1096574472	Rep.
Gerardo Gonzalez	1095626283	Dem.	Susan Deming	1095098801	Rep.
Luis Diaz Jr.	1096912486	Dem.	Lauren Haught	2163705382	Rep.
Valeria Sanchez	1208522533	Dem.	Gema Barber	1096247365	Rep.
Esther Ramirez	1167191903	Dem.	Ursulo Tavares	1093737244	Rep.
Esther Ramirez	1095216072	Dem.	Karen Oaxaca	1178119362	Rep.
Raul Trujillo	1095536805	Dem.	Adelaida Ledesma	1095759789	Rep.
Madeline Perez	1096243603	Dem.	Anne Dufour	1095178769	Rep.
Emily Flores	12118516149	Dem.	Gabriel Olague	2134305119	Rep.
Angela Martinez	2065172327	Dem.	Terise Clark	1093601497	Rep.
Mary Dianne Padilla	1096432955	Dem.	Mary Mathis	1097324098	Rep.
Cassandra Sanchez	1094497867	Dem.	Yvonne Rojas	1095315984	Rep.
Cecilia Ronquillo	1095973066	Dem.	Jorge Barraza	1094070171	Rep.
Mary Lou Gambée	1095991571	Dem.	Martha Tipton	1095611298	Rep.
Francisco Rosales	1095475204	Dem.	Magdalena Morales	1096305332	Rep.
Floreen Villela	1095806222	Dem.	Leonor Miramontes	1096679210	Rep.

Election Day

May 1, 2021

Presiding Judge	VOID	Party	Alternate Judge	VOID	Party
Sara Tarango	1185424484	Dem.	Leslie Lefebvere	1095915531	Rep.
Delia Aguilera	1095682594	Dem.	Alexander Barber	2156687422	Rep.
Zandra Gonzalez	1095994394	Dem.	Dora Castillo	1169526370	Rep.
Angelica Mejia	1143717238	Dem.	Nilda Salado	2000745811	Rep.
Mary Lou Rodriguez	1095430887	Dem.	Jesus Oaxaca	1178119358	Rep.
Julie Sanchez	1095660240	Dem.	Emma Nava	1095949064	Rep.
Graciela Flores	1095926602	Dem.	Jessie Montelongo	1096311766	Rep.
Crystal Mora	1218628739	Dem.	Benjamin Migliore	1195374445	Rep.
Bryand Spencer	1095396823	Dem.	Georgina Castro	1097114168	Rep.
Luis Rocha	1095796003	Dem.	Robert Chaparro	1095349613	Rep.
Dora Tellez	1095653831	Dem.	Alyssa Prieto	1147882749	Rep.
Laura Escorza	1094595940	Dem.	Elena M. Baca	1151825850	Rep.
Lily Terrazas	1094430603	Dem.	Angela Surratt	2144737091	Rep.
Barbara Telas	1095185211	Dem.	Oscar Rivera	1095494980	Rep.
Maria Bernal	1214401486	Dem.	Joan Bailey	2119536810	Rep.
Crystal Martinez	2121098725	Dem.	Jodie Rogers	1094120516	Rep.
Argenis Gomez	1152928953	Dem.	Maria Paz	1095749329	Rep.
Alberto Telles	1095977131	Dem.	Nakandakary Chavez	1098290612	Rep.
Felicia Fournier	1221630380	Dem.	Marianne Reyes	1094691647	Rep.
Anthony McMorris	1171251167	Dem.	Fabian Barragan	1170668075	Rep.
Sidney Thornton	1150825270	Dem.	Art Rojas	1095121394	Rep.
Ignacio Ronquillo	1096049024	Dem.	Alexandro Alba	1097355366	Rep.
Maximina Razo	1095428396	Dem.	Dennis Haight	1098015080	Rep.

TOWN OF HORIZON CITY, TEXAS

ORDINANCE NO. _____

AN ORDINANCE CALLING A SPECIAL ELECTION TO BE HELD IN THE TOWN OF HORIZON, TEXAS ON MAY 1, 2021, THE TEXAS GENERAL ELECTION DAY (CONSTITUTIONAL), TO SUBMIT A PROPOSITION ON THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX AT THE RATE OF ONE-FORTH (1/4) OF ONE PERCENT (1%) TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; MAKING PROVISION FOR THE CONDUCT OF SUCH ELECTION; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTIONS; PROVIDING FOR INVALIDITY, PROPER NOTICE AND PUBLIC MEETING, AND AN EFFECTIVE DATE. THE TAX WILL EXPIRE ON THE FOURTH (4TH) ANNIVERSARY OF THE DATE OF THE ELECTION UNLESS THE IMPOSITION OF THE TAX IS REAUTHORIZED.

WHEREAS, an election was held on November 2, 2010 to authorize the City Council (“Council”) of the Town of Horizon City, Texas (“City”) to levy and collect a sales and use tax within the City under provisions of Chapter 327, as amended, Texas Tax Code (“Act”) for the maintenance and repair of municipal streets, which sales tax was extended pursuant to state law on May 6, 2017.

WHEREAS, the City Council (“Council”) of the Town of Horizon City, Texas (“City”) hereby finds and determines that an election should be held to determine whether to reauthorize the Council to levy and collect a sales and use tax within the City under provisions of Chapter 327, as amended, Texas Tax Code (“Act”) for the maintenance and repair of municipal streets; and

WHEREAS, the City intends to hold a special election in conjunction with the May 1, 2021 Texas General Election (Constitutional); and

WHEREAS, in accordance with the requirements of the Act, the combined rate of all local sales tax and use taxes imposed by the City and other political subdivisions having territory in the City and will not exceed two percent (2%); and

WHEREAS, the Council hereby finds and determines that the holding of this election on the aforementioned date is in the best interest of the citizens of the Town of Horizon City.

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

SECTION 1. PROPOSITION

That in compliance and in accordance with the laws and the constitution of the State of Texas, an election shall be held on the 1st day of May, 2021, the same day as the 2021 Texas General Election (Constitutional), in the Town of Horizon City, Texas which date is not less than fifteen (15) nor more than ninety (90) days from the date of the adoption of this ordinance (“Ordinance”) for the purpose of submitting the following proposition to the qualified voters of the City:

PROPOSITION

THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE TOWN OF HORIZON CITY, TEXAS AT THE RATE OF ONE-FOURTH (1/4) OF ONE PERCENT (1%) TO CONTINUE PROVIDING REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS.

PROPUESTA

LA REAUTORIZACIÓN DEL IMPUESTO DE VENTAS Y USO LOCALES EN LA CIUDAD DE HORIZON CITY, TEXAS A RAZÓN DE UN-CUARTO (1/4) DE UN PORCIENTO (1%) PARA CONTINUAR PROPORCIONANDO INGRESOS PARA EL MANTENIMIENTO Y LA REPARACIÓN DE LAS VÍAS PÚBLICAS DEL MUNICIPIO.

SECTION 2. CONTRACT WITH ELECTIONS DEPARTMENT

The joint election agreement and contract between El Paso County Elections Department and the Town of Horizon City (the “Contract”), shall be incorporated herein for all purposes, and the Mayor or his designee is authorized to finalize and execute any such Contract. In the event of a conflict between this Ordinance and such Contract, the Contract shall control.

SECTION 3. CONDUCT OF ELECTIONS

- A. The City Clerk, together with the El Paso County Elections Administrator, shall cause the official ballot to be prepared in said election.
- B. The El Paso County Elections Administrator will conduct this election as a joint election with El Paso County.

- C. That the polls shall be kept open from 7:00 a.m. until 7:00 p.m. on the day of the election, and at such election, all qualified voters in the Town are authorized to vote for or against the Proposition, with due return being made to the Council showing the number of votes cast for and against the Proposition.
- D. That electronic voting machines, as certified for use by the El Paso County Elections Administrator, shall be used for voting at the regular polling places in such election, and for the casting of early ballots by persons voting early by personal appearance.

SECTION 4. ELECTION JUDGES

The Presiding Election Judge and Alternate Presiding Election Judge shall be appointed as indicated in the Contract and authorized by Chapter 271 of the Texas Election Code.

SECTION 5. EARLY VOTING AND DESIGNATED CLERK, POLLING PLACES, TIMES

That Lisa Wise, County Elections Administrator, is designated and shall be the early voting clerk for said election. Early voting by personal appearance shall commence Monday, April 19, 2021 and shall continue until Friday, April 27, 2021. The County Courthouse, 500 E. San Antonio, El Paso, Texas, is hereby designated as the main early voting polling place for said election. In addition, early voting may also occur at such branch early voting polling places as are designed herein or otherwise designated by the El Paso County Elections Administrator and for which notice is given, and early voting on Saturday and Sunday is ordered. The City Clerk is authorized to revise or add exhibits to this Resolution and to the Order of Election designating these early voting locations and times for voting as are established or revised by the El Paso County Elections Administrator.

That the polling places located in the Town of Horizon City for this election shall at a minimum be as follows:

PRECINCT	LOCATION	ADDRESS
158	Horizon Heights Elementary School	13601 Ryderwood Ave.
168	Desert Hills Elementary School	300 N. Kenazo Dr.
169	Carroll T. Welch Intermediate School	14510 McMahone Ave.
180	Desert Wind Pre K-8 School	1100 Colina De Paz Dr.

Pursuant to Section 43.007 of Texas Election Code, the County of El Paso has established a countywide polling place program and voters may vote at any of the Polling Places designated by the El Paso County Elections Administrator pursuant to state law.

On at least two weekdays during the early voting period, the location for early voting shall be open for at least twelve (12) hours as mandated by state law. Early voting by personal appearance will be conducted on the following days and times:

From Monday, April 19, 2021 through Friday, April 23, 2021, from 8:00 a.m. to 5:00 p.m.

On Saturday, April 24, 2021 to Sunday, April 25, 2021, from 12:00 p.m. (noon) to 5:00 p.m.

On Monday, April 26, 2021 and Tuesday, April 27, 2021, from 7:00 a.m. to 7:00 p.m. (designated dates for extended hours)

Early voting by personal appearance will be conducted at the primary early voting location in Horizon City, at:

OZ GLAZE SENIOR CENTER, 13969 Veny Webb, Horizon City, Texas,

and at any other place as shall be designated by the County Elections Administrator and for which notice is given by the City Clerk.

SECTION 6. EARLY VOTING BY MAIL

The Elections Administrator shall be responsible for the Early Voting applications and ballots. Applications for early voting ballot by mail may be delivered to: El Paso County Early Voting Clerk, El Paso County Courthouse, 500 E. San Antonio, El Paso, Texas or, if by use of a contract carrier, applications can be delivered to: El Paso County Early Voting Clerk, 500 E. San Antonio, Lower Level, Ste. L115, El Paso, TX 79901, 79901, no later than the close of regular business in the Early Voting Clerk's office, or 12 noon, whichever is later on the **11th day** before the date of the Election or as may otherwise be required by law. The City Clerk is hereby directed to forward applications and ballots that are received by her to the Elections Administrator.

SECTION 7. BALLOTS

The official ballots shall be prepared in accordance with the Texas Election Code, as amended, so as to permit electors to vote "FOR" or "AGAINST" the aforesaid proposition, which shall appear on the ballot substantially as follows:

"THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE TOWN OF HORIZON CITY, TEXAS, AT THE RATE OF ONE-FOURTH (1/4) OF ONE PERCENT (1%) TO CONTINUE PROVIDING REVENUE FOR THE MAINTENANCE AND REPAIR OF MUNICIPAL STREETS."

“LA REAUTORIZACIÓN DEL IMPUESTO DE VENTAS Y USOS LOCALES EN LA CIUDAD DE HORIZON CITY, TEXAS A RAZÓN DE UN-CUARTO (1/4) DE UN PORCIENTO (1%) PARA CONTINUAR PROPORCIONANDO INGRESOS PARA EL MANTENIMIENTO Y LA REPARACIÓN DE LAS VÍAS PÚBLICAS DEL MUNICIPIO.”

SECTION 8. QUALIFIED ELECTORS

All resident qualified electors of the City shall be permitted to vote at said election and, on the day of the election, such electors shall vote at the polling place designated for the Election Precinct.

SECTION 9. ELECTION NOTICE

A proper notice of this election, including a Spanish translation thereof, shall be posted not later than the 21st day before the election on the bulletin board used for posting notices of meetings of the City Council and shall also be published at least once and not earlier than the 30th day nor later than the 10th day before the election in a newspaper of general circulation in the Town of Horizon City.

SECTION 10. NECESSARY EXPENDITURES

All expenditures necessary for the conduct of the election, the purchase of materials therefore, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Contract and the Code.

SECTION 11. RECITALS INCORPORATED

The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 12. CONFLICTING ORDINANCES OR RESOLUTIONS

All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provisions 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 ordained herein.

SECTION 13. INVALIDITY

If any provisions of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City

Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 14. PROPER MEETING

It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 15. EFFECTIVE DATE

This Ordinance shall be in force and effect from and after the date of its adoption, and it is so ordained.

PASSED AND ADOPTED this, the ___ day of February, 2021.

Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Bertha A. Ontiveros, Asst. City Attorney

First Reading: 1/25/2021
Second Reading: 2/9/2021