



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, February 8, 2022, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, February 8, 2022 at 6:00 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

Meeting Video:

<https://vimeo.com/675269264>

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: | 5 |
| January 11, 2022 Regular City Council Meeting. | |
| 4. Discussion and Action: | 10 |
| Mayor/CIP Manager | |
| On an update on the Capital Improvement Program. | |
| 5. Discussion and Action: | 36 |
| Mayor/EDC Executive Director | |
| On the appointment of Silas Baca to the Horizon City Economic Development Corporation Board of Directors. | |
| 6. Discussion and Action: | 38 |
| Mayor/Planning Director | |
| On the acceptance of the roadway, drainage, and park improvements as constructed with the Horizon Town Center Unit Two subdivision. | |
| 7. Request to Excuse Absent Council Members: | |
| REGULAR AGENDA | |
| 8. Presentation: | 43 |
| Mayor | |
| On a presentation by the Del Sol Medical Center introducing the new CEO. | |
| 9. Discussion and Action: | |
| Mayor | |
| On a request from the Centennial Lion's Club for Council's approval for the Town to offer in-kind services for the annual Christmas Tree Lighting Ceremony on Friday, December 2, 2022 and the Annual Christmas Parade on Saturday, December 3, 2022 in order to provide security and allow the use of city streets and a city park for the events. | |
| 10. Discussion and Action: | 44 |

Mayor/Finance Director

That the Town of Horizon City acquire software licenses and an annual maintenance/software subscription for the standard Questica Budget Book with standard CIP add-on from Questica, Ltd and that the Mayor be authorized to sign the documents to the Dec. 17, 2019 agreement for the standard Questica Budget Book with standard CIP add-on.

11. Discussion and Action:

55

Mayor/Purchasing Agent

That the Mayor be authorized to sign a five-year Software License and Support Agreement with Bonfire Interactive Ltd. for the Bonfire eSourcing Software for Municipal Procurements for an annual cost of \$11,500.00 using Texas Department of Information Resources contract DIR-TSO-4363.

12. PUBLIC HEARING:

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from PUD to C-1; containing approximately 8.69 acres; being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Company surveys, Town of Horizon City, El Paso County, Texas; south of the intersection of Kenazo Avenue and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the City; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

13. Discussion and Action:

56

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from PUD to C-1; containing approximately 8.69 acres; being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Company surveys, Town of Horizon City, El Paso County, Texas; south of the intersection of Kenazo Avenue and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the City; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

14. PUBLIC HEARING:

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from PUD to C-1; containing approximately 4.944 acres; being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Company Surveys, Town of Horizon City, El Paso County, Texas; north of the intersection of Kenazo Avenue and Horizon Boulevard; and authorizing the notation of the change on the official zoning map of the City; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

15. Discussion and Action:

76

Mayor/Planning Director

2nd Reading of Ordinance No. _____, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from PUD to C-1; containing approximately 4.944 acres; being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Company Surveys, Town of Horizon City, El Paso County, Texas; north of the intersection of Kenazo Avenue and Horizon Boulevard; and authorizing the notation of the change on the official zoning map of the City; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

16. Discussion and Action:

82

Mayor/Planning Director

On a preliminary plat application for Horizon Crossing Unit Three (#SUB002492-2021), legally described as being a portion of C.D. Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas. Containing 19.469 +/- acres. Application submitted by Conde Inc.

17. Discussion and Action:

93

Mayor/Planning Director

On a request to authorize the Mayor to execute a Personal Services Contract with Jose S. Gallardo for Inspection and Plan Review Services.

- 18. Discussion and Action:** **99**
 Mayor/Planning Director
 On a request to authorize the Mayor to execute a Personal Services Contract with Kristi Borden for Grant Writing Services.
- 19. Discussion and Action:** **108**
 Mayor/CIP Manager
 On a resolution authorizing the Mayor to sign a Professional Services Agreement between the Town of Horizon City, Texas and Able City, LLC for \$129,550 to provide architectural design standards for the Town of Horizon City's Transit Oriented Development's public and private development.
- 20. Discussion and Action:** **134**
 Mayor/Chief McConnell
 On the approval of the 2022 Local Border Security Grant resolution.
- 21. Discussion and Action:**
 Mayor/Chief McConnell
 Appointment of Marco Vargas as Police Chief and that the Mayor be authorized to negotiate an employment contract.
- 22. Discussion and Action:** **137**
 Mayor/Chief McConnell
 On the presentation and acceptance of the 2021 annual police and racial profiling reports.
- 23. Executive Session**
 The City Council of the Town of Horizon City reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development).
- A. Discussion and Action:**
 Mayor/EDC Executive Director
 On real estate acquisitions for Transit Oriented Development/City Hall Development (551.071) (551.072).

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 2/4/22

By: _____
 Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, 2/4/22 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 11, 2022, 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 11, 2022 at 6:00 PM**, at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

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

Meeting called to order at 6:00 pm. Alderman Padilla was absent. Quorum Established.

2. Open Forum:

No one signed up to speak.

CONSENT AGENDA

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

3. Approval of Minutes from:

December 14, 2021 Regular City Council Meeting.

4. Discussion and Action:

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

5. Request to Excuse Absent Council Members:

A motion was made by Alderman Duran and seconded by Alderman Ortega to excuse absent Council Member Padilla and approve the remainder of the Consent Agenda. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Aye. Motion passed.

REGULAR AGENDA

6. Discussion:

Mayor
On the reappointment of Alderman Walter Miller to the El Paso Central Appraisal District Board of Directors for 2022-2023.

Mayor, Ruben Mendoza spoke regarding this item.

7. PUBLIC HEARING:

Mayor/Finance Director
2nd Reading of Ordinance No. 0272 Amendment No. 02, an ordinance amending Ordinance No. 0272 of the Town of Horizon City, adopting the Municipal Budget for the 2021-2022 fiscal year, to allow for the budgeting and expenditure of funds for the purchase of software and related equipment for timekeeping/scheduling, budgeting, contract /bidding management and security; and providing for repealer and severability clauses.

Finance Director, Pat Randleel spoke regarding this item. No one from the public spoke.

8. **Discussion and Action:**

Mayor/Finance Director

2nd Reading of Ordinance No. 0272 Amendment No. 02, an ordinance amending Ordinance No. 0272 of the Town of Horizon City, adopting the Municipal Budget for the 2021-2022 fiscal year, to allow for the budgeting and expenditure of funds for the purchase of software and related equipment for timekeeping/scheduling, budgeting, contract /bidding management and security; and providing for repealer and severability clauses.

Asst City Atty, Terri Cullen spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Quiroz to approve the ordinance amending Ordinance No. 0272 of the Town of Horizon City, adopting the Municipal Budget for the 2021-2022 fiscal year, to allow for the budgeting and expenditure of funds for the purchase of software and related equipment for timekeeping/scheduling, budgeting, contract /bidding management and security. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Aye. Motion passed.

9. **Discussion and Action:**

Mayor/Finance Director

On a Resolution that the Mayor be authorized to sign a Software As a Service Agreement between the Town of Horizon City and Tyler Technologies, Inc.

Finance Director, Pat Randleel spoke regarding this item.

A motion was made by Alderman Corral and seconded by Alderman Miller to approve the Resolution that the Mayor be authorized to sign a Software As a Service Agreement between the Town of Horizon City and Tyler Technologies, Inc.. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Aye. Motion passed.

10. **PUBLIC HEARING:**

Mayor/Planning Director

2nd Reading of Ordinance No. _____, an Ordinance vacating a 2.416 acre portion of the City right-of-way known as LTV Road located within a portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas; providing for repealer and severability clauses.

Planning Director, Michelle Padilla and Property Owner, Michael Eagen spoke regarding this item.

11. **Discussion and Action:**

Mayor/Planning Director

2nd Reading of Ordinance No. _____, an Ordinance vacating a 2.416 acre portion of the City right-of-way known as LTV Road located within a portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas; providing for repealer and severability clauses.

A motion was made by Alderman Miller and seconded by Alderman Duran to approve the Ordinance vacating a 2.416 acre portion of the City right-of-way known as LTV Road located within a portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Nay. Motion passed.

12. **Discussion and Action:**

Mayor/Planning Director

On a recording plat application and authorizing the Mayor to sign the recording plat for Rancho Desierto Bello Unit 13 Phase 2 (#SUB002478-2021), legally described as a portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Application submitted by TRE & Associates, LLC.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Renteria and seconded by Alderman Duran to approve the recording plat application and authorizing the Mayor to sign the recording plat for Rancho Desierto Bello Unit 13 Phase 2 (#SUB002478-2021), legally described as a portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Abstain. Motion passed.

13. **Discussion:**

Mayor/Planning Director

1st Reading of Ordinance No. _____, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from PUD to C-1; containing approximately 8.69 acres; being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Company surveys, Town of Horizon City, El Paso County, Texas; south of the intersection of Kenazo Avenue and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the City; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

Planning Director, Michelle Padilla spoke regarding this item.

14. **Discussion:**

Mayor/Planning Director

1st Reading of Ordinance No. _____, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from PUD to C-1; containing approximately 4.944 acres; being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Company Surveys, Town of Horizon City, El Paso County, Texas; north of the intersection of Kenazo Avenue and Horizon Boulevard; and authorizing the notation of the change on the official zoning map of the City; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

Planning Director, Michelle Padilla spoke regarding this item.

15. **Discussion and Action:**

Mayor/Planning Director

On a preliminary plat application (#SUB002489-2021) for Kenazo Estates Unit One, a property legally described as being Tract 8, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas Containing 4.944 Acres +/- Application submitted by Conde, Inc.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Corral to approve the preliminary plat application (#SUB002489-2021) for Kenazo Estates Unit One, a property legally described as being Tract 8, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas Containing 4.944 Acres +/- . The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Aye. Motion passed.

16. **Discussion and Action:**

Mayor/Planning Director

On a preliminary plat application (#SUB002490-2021) for Kenazo Estates Unit Two, a property legally described as being Tract 9, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas Containing 8.695 Acres +/- Application submitted by Conde, Inc.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Corral and seconded by Alderman Renteria to approve the preliminary plat application (#SUB002490-2021) for Kenazo Estates Unit Two, a property legally described as being Tract 9, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas Containing 8.695 Acres +/- as per staff recommendations. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Aye. Motion passed.

17. Discussion and Action:

Mayor/Planning Director

On the preliminary & final plat applications (#SUB002470-2021) for Horizon Town Center Unit Four, a property legally described as being a portion of C.D Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas, Containing 11.03 Acres +/- Application submitted by Conde, Inc.

Planning Director, Michelle Padilla spoke regarding this item.

A motion was made by Alderman Renteria and seconded by Alderman Quiroz to approve the preliminary & final plat applications (#SUB002470-2021) for Horizon Town Center Unit Four, a property legally described as being a portion of C.D Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas, Containing 11.03 Acres +/--. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Aye. Motion passed.

18. Discussion and Action:

Mayor/Planning Director

On providing direction to staff regarding potential amendments to the Municipal Code to allow for certain carport structures.

Planning Director, Michelle Padilla and Residents, Mr. & Mrs. Davis spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Corral to direct staff to come up with recommendations to allow certain carports. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Aye. Motion passed.

19. Discussion and Action:

Mayor/Chief McConnell

That the Mayor be authorized to sign a Re-Recognition Agreement between The Town of Horizon City, on behalf of its Horizon City Police Department, and the Texas Police Chiefs Association Foundation.

Police Chief, Mike McConnell spoke regarding this item.

A motion was made by Alderman Corral and seconded by Alderman Duran to approve that the Mayor be authorized to sign a Re-Recognition Agreement between The Town of Horizon City, on behalf of its Horizon City Police Department, and the Texas Police Chiefs Association Foundation. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Absent; CORRAL – Aye. Motion passed.

20. Executive Session

The City Council of the Town of Horizon City reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development).

ADJOURNMENT

A motion was made by Alderman Corral and seconded by Alderman Duran to adjourn at 6:46 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor

Town of Horizon City Capital Improvement Program

January 8, 2022
Council Meeting

Oxbow & Pawling Street Improvements

- Have begun coordinating with HRMUD's water line projects on Breaux and Oxbow
- Project will likely follow HRMUD project for improvements on Horizon Blvd., Breaux and Oxbow – mid 2022.
- Most recent information from HRMUD:
 - HRMUD award November 2021
 - Line installation on Pawling and Breaux through **April 2022**
 - Meeting with contractor scheduled for February 7, 2022

Municipal Facilities – Phase 1

- Staff continues to work on final application for USDA which requires a department-specific environmental document
- Staff coordinating with bond counsel for debt issuance

Municipal Facilities – Phase 1

To meet USDA Requirements, staff is working on the following:

- Council approval of the letter of intent outlining loan conditions
- Updating engagement with bond counsel
- Bond ordinance
- USDA review of final plans and specifications – coordinating with consultant and USDA

Municipal Facilities – Phase 1



Rendering from Exigo Architecture – December 2020

Golden Eagle Park

Construction

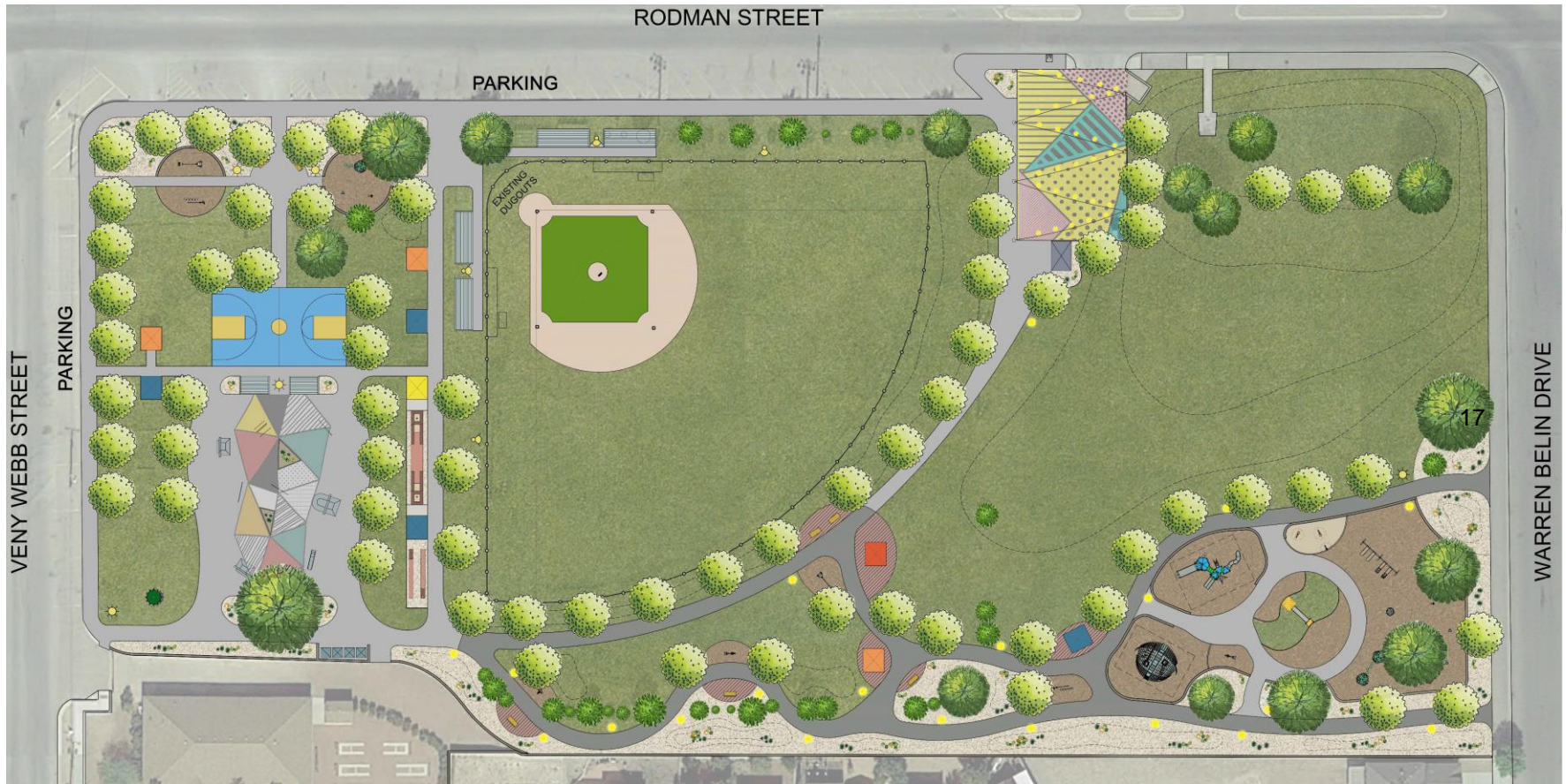
- Construction contract awarded September 16, 2019
- Construction Start – Fall 2019
- Contractual completion date – Fall 2020
- Reinstating weekly meetings to address pending issues:
 - Pump operation
 - Sod
- Drain installation scheduled for week of February 7, 2022
- Power to pump and pump assessment to follow

Desmond Corcoran (Corky) Park

Construction

- Construction start – January 11, 2021
- Completion winter 2021/2022
- Contractor working on punchlist items
- Experiencing damage to irrigation heads –
ATVs entering park

Desmond Corcoran (Corky) Park



Benton/Ryderwood Dog Park

- Updating scope
- Scheduling design to begin in first calendar quarter of 2022

Regional Park

- **Goal** is to plan a regional facility that:
 - Meets Town's needs for park space;
 - Includes facilities and amenities that are sustainable; and
 - Fosters high value commercial development and activity in the vicinity

Regional Park

EDC contracted with Pinnacle to perform feasibility study that will

- Analyze population and economic overlay of target customer populations for Horizon City's recreation facility
- Analyze regional organized sports groups
- Analyze other facilities in the region
- Perform competitive analysis
- Evaluate corporate partnership, sponsorship and other opportunities
- Identify and evaluate sites
- Provide recommendations

ADA Transition Plan

- Statements of qualifications have been received.
- In evaluation phase.

Street Maintenance Fund

2020 Street Maintenance Program

Maintenance efforts on

- N. Darrington
- Duanesburg from McMahan to S. Kenazo
- Acra

Striping on Darrington completed

Crack sealing continuing

Scheduled completion: April 2022

2021 Street Maintenance

Reviewing available funding to develop a pipeline for maintenance of other eligible streets

- **Breaux** – to be packaged with Oxbow & Pawling

Federally- & State-Funded Project Updates

N. Darrington Reconstruction

- Environmental approval expected in February/March 2022
- Project scheduled for construction award in **FY 2023**
- Funding sources now include Coronavirus Response and Relief Supplemental Appropriations Act (**CRRSAA**) – reduces required local match
- Town staff continues working with TXDOT and design team to develop project
- Town staff and TXDOT working on Utility Coordination
- Staff developing funding options for gap between existing funding and project estimate.

N. Darrington Reconstruction - ROW

- Drainage requires property acquisition in TOD area
- Will prepare for acquisitions by
 - Coordinating with TXDOT for process to acquire parcels for pond and construction easements for storm sewer installation;
 - Procuring appraisal and review appraisal services
 - Procuring ROW professional and surveying services

Safety Projects

- **S. Darrington Safety Lighting** from Alberton to LTV Rd. – FY 2023
- **Project start – mid-2023**
- **N. Kenazo Safety Lighting** from Eastlake to Horizon Blvd. – FY 2022
- **Project start – first quarter of calendar 2023**

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

Funding Updates

MTP Development

Metropolitan Transportation Plan (MTP) under public involvement period.

Meetings:

**Thursday, February 3rd from 6:00 to 8:00 p.m.,
February 9th from 11:00 a.m. to 1:00 p.m.,
February 15th from 3:00 to 5:00 p.m., and
February 21st from 6:00 to 8:00 p.m.**

30

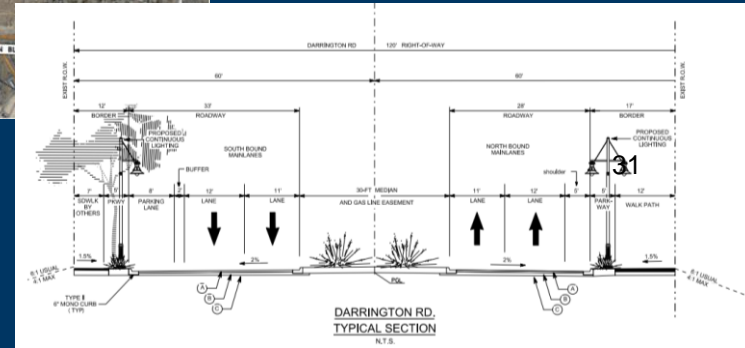
An on-demand meeting will also be available at <http://www.elpasompo.org/RMS2050MTP>.

These meetings will allow for discussion on the updated documents and to receive comments. To join the public meetings by phone, call in at (915) 213-4096 (ID: 513 714 166#). To join by videoconference and for information on how to submit comments visit website at www.elpasompo.org/RMS2050MTP.

Town of Horizon City

North Darrington Reconstruction

- Complete reconstruction of major local roadway from Eastlake Blvd. to Horizon Rd. (FM 1281) including drainage system
- Estimated project cost: **\$25.4 million** (2022 dollars)
- Includes shared use path for pedestrians and bicyclists
- Partnering with water authority for water and wastewater line replacement
- Partially funded through STP funds



Municipal Facilities Phase 1

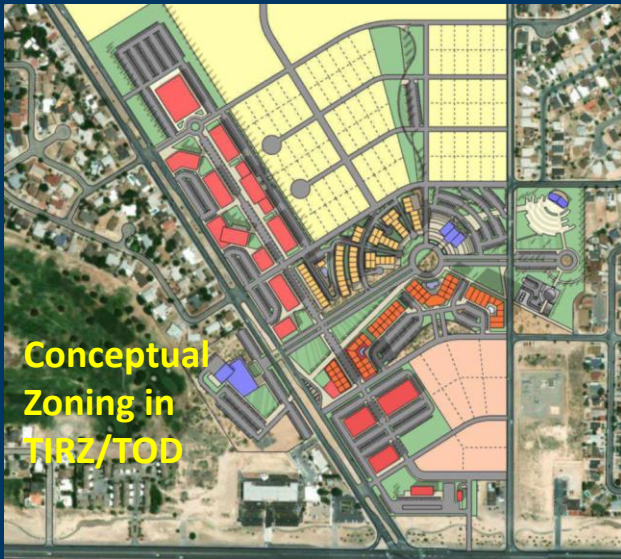
- To accommodate Police Department and Dispatch, Public Works and Municipal Court
- **Estimated Project Cost \$11.5 million**
- USDA Rural Program pre-application approved
- Project design complete; pending final approval for construction funding



Town of Horizon City TIRZ & Transit Oriented Development



TIRZ created to support infrastructure development in vacant, fractured ownership area in geographic center of Horizon City



Capital Projects

- Estimated program of work: **\$26 million**
- Dilley and Delake Complete Street and Drainage construction
- Transit Plaza with surface parking and pedestrian amenities – Phase 1A
- City Hall – Administrative Offices

TIRZ/TOD Update

TOD Updates

TOD Architectural Guidelines

Agreement with Able City to develop Architectural Guidelines on Council agenda today for consideration.

2022 RAISE Grant

Notice of Funding Opportunity issued in late January with a due date of mid-April.

Staff planning to submit grant application for planning funds to design transportation elements.

Town of Horizon City Capital Improvement Program

January 8, 2022
Council Meeting

MEMORANDUM

TO: Honorable Mayor and Council Members of the Town of Horizon City

Cc: Veronica Rojas, Horizon City EDC Executive Assistant

FROM: Eddie Garcia, Horizon City EDC Executive Director

DATE: February 8, 2022

RE: Request for Consideration of Horizon City Economic Development Corporation Board Member Appointment: Silas Baca

As allowed by the bylaws governing the activities of the Horizon City Economic Development Corporation Board and with the recommendation of the Horizon City EDC Director, staff is requesting an approval recommendation for the appointment of Mr. Silas Baca to the Horizon City Economic Development Corporation Board.

Mr. Baca has almost a decade of advanced real-estate experience having guided over 200 families with their real estate transactions resulting in over \$30 million in real estate sales. He also serves as a certified mentor for new agents demonstrating fluency in understanding how to work with buyers and sellers, how to read and understand real estate contracts, and occupational ethics.

Mr. Baca received his Associate of Business Administration in Transportation Management from the Community College of the US Air Force, in Montgomery, Alabama and earned his Real Estate Salesperson License from the Allied Business School of Real Estate.

The Economic Development Corporation recommends approval of the appointment of Mr. Silas Baca based on his noted professional qualifications and his fulfillment of the requirements for qualification as a member of the Horizon City Economic Development Corporation Board, described below, with a specific focus on qualification point number four (4).

*Members must reside within the Town of Horizon City and each director shall meet **at least one** of the following qualifications:*

- 1. Shall possess experience in management or in an executive capacity.*
- 2. Shall have experience in the evaluation of financial and business records and projections.*
- 3. Shall have experience in economic development matters.*
- 4. Possess education, training or experience useful to the corporation's purposes.**

In accordance with the bylaws governing the activities of the Horizon City Economic Development Corporation Board, Mr. Silas Baca's term shall last 2 years.

Eddie Garcia
EDC Executive Director

Date



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: February 3, 2022; **REVISED February 8, 2022**
To: Honorable Mayor and Members of City Council
From: Michelle Padilla, Planning Director
SUBJECT: On the acceptance of the roadway, drainage, and park improvements as constructed with the Horizon Town Center Unit Two subdivision.

At the time that the City Council agenda is posted, the final close out documents have been provided; however, the final inspection of the improvements has been completed. The City Engineer and Public Works Director recommend that that the City Council accept the roadway, drainage, and park improvements for maintenance with the condition that all of the close out documents be provided to include the required maintenance bond.

The developer has provided all of the required close-out documents to include the maintenance bond in the amount of \$210,122.74 (10% of the cost of the improvements). Therefore, the City Engineer and Staff recommend approval of the acceptance of the subdivision improvements.

History:

On July13, 2021, the City Council voted unanimously to approve of the recording plat application for the Horizon Town Center Unit Two subdivision.

The applicant resubmitted the final plat application in order to provide the required security for the recording of the plat prior to the completion of the subdivision improvements.

Attached for review is the City Engineer's recommendation and the recorded plat.

February 3, 2022

Honorable Mayor Ruben Mendoza
Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

Re: Subdivision Acceptance—Horizon Town Center Unit 2

Dear Mayor Mendoza,

As of February 2, 2022, the pending punch list items for the subdivisions referenced above are minor will be completed as soon as the subcontractors can be scheduled.

As City Engineer, Huitt-Zollars recommends the final acceptance of the subdivision and the public improvement, on the contingency that the punch list items have been satisfactorily completed and the subdivision close out documents per the attached Punch List dated February 2, 2022, are submitted to the Town.

Please do not hesitate to call us at (915) 587-4339, if we can be of further assistance.

Sincerely,

HUITT-ZOLLARS, INC.



Roxanna R. Medina, PE
Project Manager

CC: Michelle Padilla—Director of Planning, Town of Horizon City
Albert Valle, CFM—Public Works Director, Town of Horizon City
Elvia Schuller—City Clerk, Town of Horizon City

HORIZON TOWN CENTER UNIT 2

Walk-Through Punch List Item (3rd)

February 2, 2022

Walk-Through General Punch List Items:

1. At park,
 - repair leak at valve #4.
 - Cut electrical conduit below aggregate
 - Sprinklers over-spraying rockwalls, see if can be adjusted.
2. At Pond,
 - Still a few weep holes need to be cleaned.
 - Several lower weep holes are covered.
 - Repair cracks on east and north retaining walls.
 - Mortar between gaps rocks in point under the north wall.
3. At Baja Vista/Colt Vista, water still ponding slightly. Will monitor during the warranty period to ensure no pavement degradation occurs due to ponded water.

For final acceptance of the subdivision the following items will need to be submitted:

1. Hard copy and electronic files of the as-built improvement plans.
2. Warranty letter and bond for the public improvements.
3. CAD files of the recorded plat (for zoning map update).
4. Monument Certifications
5. Material Testing results
6. Copies of pressure testing for water and sewer lines
7. Copies of Marshall and CBR tests results
8. Certification of Pond depth.
9. Verification of that the punch list items have been completed.

Prepared by Huitt-Zollars, Inc.



Roxanna Medina, PE, PTOE, CNU-A, LEED AP
Town Engineer

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 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 89°43'32" East a distance of 461.09 feet; thence South 61°20'25" 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 Clark 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 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 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 89°05'22" a chord which bears South 47°49'09" West a distance of 28.28 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 28.28 feet to a point on the westerly right-of-way line of Park Vista Pl.;

Thence along said right-of-way line, North 87°38'10" West a distance of 11.42 feet to a point of curve;

Thence leaving said right-of-way line and along the southerly boundary line of Horizon Town Center Unit One, recorded in Clark File No. 20180057691, Real Property Records of El Paso County, Texas, South 02°21'59" East a distance of 172.00 feet to a point;

Thence continuing along said boundary line, South 87°38'10" East a distance of 610.44 feet to a point on the westerly right-of-way line of Arza Vista Pl.;

Thence along said right-of-way line and along the southerly boundary line of Horizon Town Center Unit One, recorded in Clark File No. 20180057691, Real Property Records of El Paso County, Texas, South 02°21'59" East 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 on interior angle of 89°05'22" a chord which bears South 47°49'09" West a distance of 28.08 feet to a point;

Thence still continuing along said boundary line, South 03°58'29" 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 89°05'22" a chord which bears South 47°49'09" West a distance of 28.51 feet to a point on said boundary line and also westerly right-of-way line of Arza Vista Pl.;

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 on interior angle of 09°29'21" a chord which bears South 88°12'00" East a distance of 171.99 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, 411.3 feet along the arc of a curve to the right which has a radius of 30.00 feet on interior angle of 07°20'00" a chord which bears South 62°35'00" East a distance of 38.81 feet to a point;

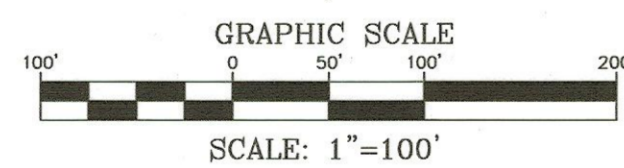
Thence, 200.25 feet along the arc of a curve to the left which has a radius of 105.00 feet on interior angle of 100°16'25" a chord which bears South 81°33'10" East a distance of 171.26 feet to a point;

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 46°02'00" a chord which bears North 65°48'50" East a distance of 35.17 feet to the "TRUE POINT OF BEGINNING" and containing 2,619,419.64 Square Feet or 60.13 acres of land more or less.

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°21'50"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'	N68°57'49"E	32°24'44"
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°24'53"E	37°55'21"
C99	30.00'	10.44'	5.28'	10.39'	S7°38'28"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'	N32°11'47"E	37°55'21"
C102	70.00'	39.87'	20.49'	39.33'	N31°50'25"E	32°37'56"
C103	70.00'	39.87'	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"E	90°00'09"
C107	20.00'	31.42'	20.00'	28.28'	S47°21'50"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°19'45"

NOTES:

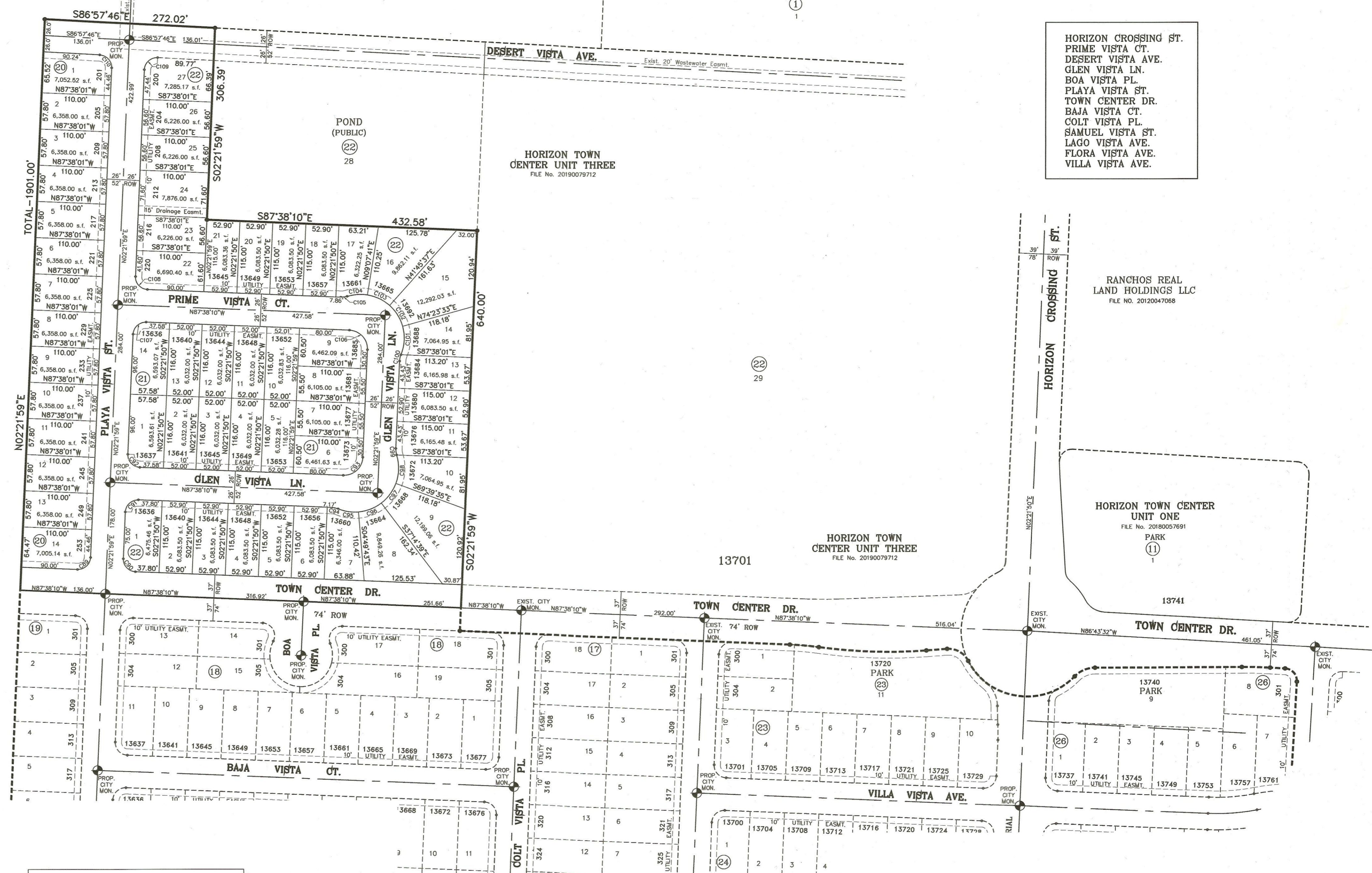
- TAX CERTIFICATES FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. 20210072451 DATE 7-27-21
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. 20210072452 DATE 7-27-21
- VEHICULAR ACCESS TO THOSE RESIDENTIAL LOTS ADJACENT TO 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 RECORDS SECTION.
INSTRUMENT No. _____ DATE _____
- LOT CORNERS WILL BE SET UP 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 PANELS NO 480212-2508 AND 2378, 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 4.9.1.7, 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)



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

C.D. STEWART
SURVEY NO. 321
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PROP. ID NO. 387204 SCHOOL
LAND FILE NO. 153533

HORIZON MEDICAL
CENTER ONE
FILE NO. 20150055581



HORIZON CROSSING ST.
PRIME VISTA CT.
DESERT VISTA AVE.
GLEN VISTA LN.
BOA VISTA PL.
PLAYA VISTA ST.
TOWN CENTER DR.
BAJA VISTA CT.
COLT VISTA PL.
SAMUEL VISTA ST.
LAGO VISTA AVE.
FLORA VISTA AVE.
VILLA VISTA AVE.

RANCHOS REAL
LAND HOLDINGS LLC
FILE NO. 20120047068

HORIZON TOWN
CENTER UNIT THREE
FILE NO. 20190079712

HORIZON TOWN CENTER
UNIT ONE
FILE NO. 20180057691

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, 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	DATE SUBMIT	FINAL PLAT	5/23/17
05/23/17			
05/29/17			
08/27/17			
07/10/17			
11/28/17			
1/15/18			
10/12/18			
1/14/19			
3/26/19			
4/11/19			

DATE OF PREPARATION: MAY 29, 2028

CONDE INC.
ENGINEERING & PLANNING
GPS / SURVEYING / CAD
6080 SURETY DR. STE 100
EL PASO, TEXAS 79905
PHONE: (915) 592-0283
FAX: (915) 592-0286

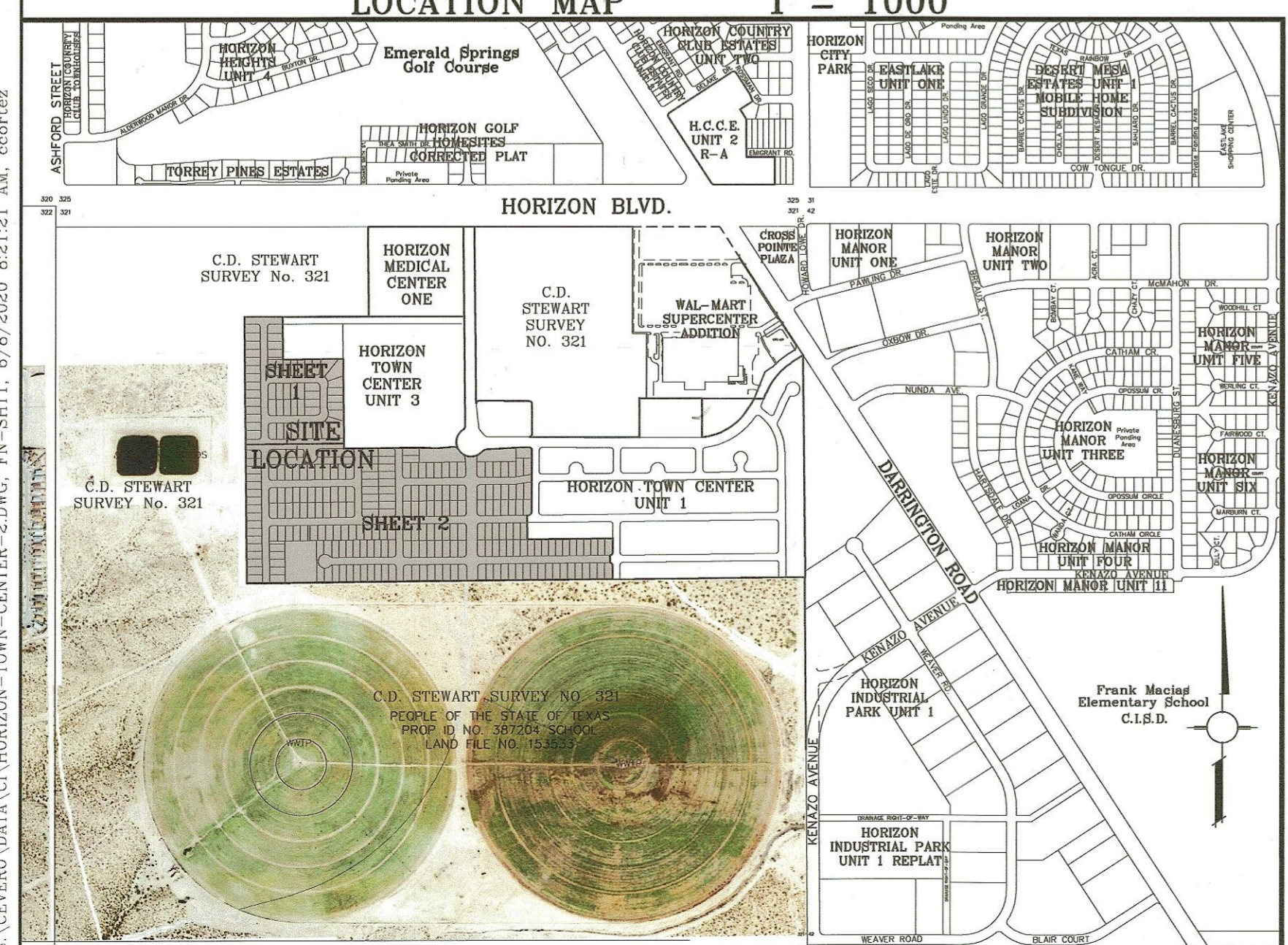
DEDICATION
RANCHOS REAL XV, L.L.C. property owners of this land, hereby presents this plot and dedicates to the use of the public, the streets, drives, parks, pond, drainage R.O.W., drainage easements, and utility easements, as herein laid down and designated, including easements for overhead of service 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 24th day of June, 2028.

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

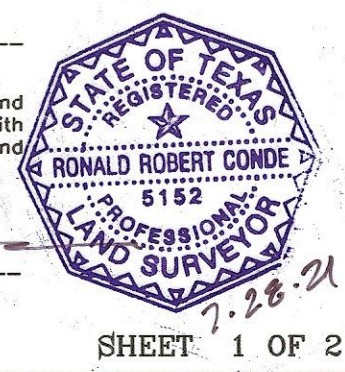
ATTEST: NOT REQUIRED
ACKNOWLEDGEMENT
STATE OF TEXAS
COUNTY OF EL PASO
Before me, the undersigned authority, on this day personally appeared Douglas A. Schwartz, Manager of RANCHOS REAL XV, L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me 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 24th day of June, 2028.
Notary Public in and for El Paso County My Commission Expires 01-31-2022

TOWN OF HORIZON CITY CITY COUNCIL
This subdivision is hereby approved as to the plotting and as to the conditions of the dedication in accordance with Chapter 212 of the Local Government Code of Texas, this 17th day of July, 2028.
Accepted and adopted by the City Council of Town of Horizon City this 17th day of July, 2028.
Eva Sautter, City Clerk
Ruben Mendez, Mayor
Approved for filing this 17th day of July, 2028.
Isabel Vasquez, P.E.
Multi-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 27th day of July, 2028, A.D. in Volume _____ of the Plat Record, Page _____
File No. 20210072450
FOR RECORDING PURPOSES ONLY
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



S:\CENSO\DATA\CI\HORIZON-TOWN-CENTER-2.DWG PN-SHT1_6/8/2020 8:21:21 AM cortez



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 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 481.00 feet; thence South 87°38'10" 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, at the "True Point of Beginning"; thence along said right-of-way line, North 89°46'38" 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 an interior angle of 0°52'51" a chord which bears South 87°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 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 an 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 172.00 feet to a point of curve;

Thence leaving said right-of-way line, North 87°38'10" West a distance of 11.42 feet to a point;

Thence leaving said right-of-way line and along the southerly 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°38'10" 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 100.00 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 an interior angle of 89°05'22" a chord which bears South 47°49'09" West a distance of 28.16 feet to a point on said boundary line and also westerly right-of-way line of Arzo Vista Pl.;

Thence still continuing along said boundary line, South 03°58'29" 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 an interior angle of 90°54'32" a chord which bears South 42°10'17" 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 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, North 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, North 02°21'59" West a distance of 620.36 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 on an interior angle of 05°29'21" a chord which bears South 54°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 815.00 feet on an 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 33.10 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 an interior angle of 67°20'09" 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 105.00 feet on an interior angle of 109°16'25" a chord which bears South 81°33'15" East a distance of 171.26 feet to a point;

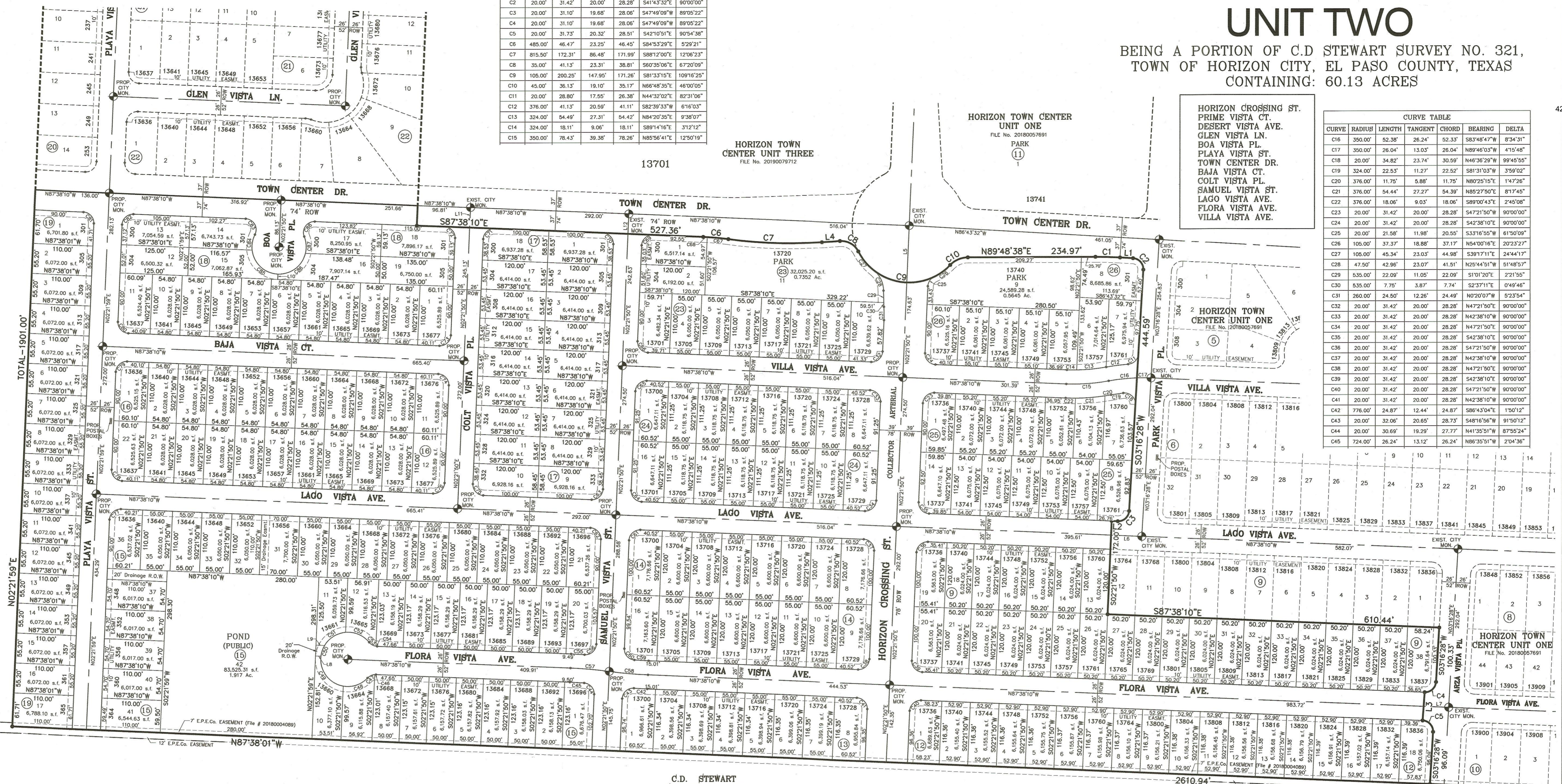
Thence, 36.13 feet along the arc of a curve to the right which has a radius of 45.00 feet on an interior angle of 48°05'00" a chord which bears North 69°46'35" East a distance of 35.17 feet to the "TRUE POINT OF BEGINNING" and containing 2,610,416.64 Square Feet or 60.13 acres of land more or less.

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



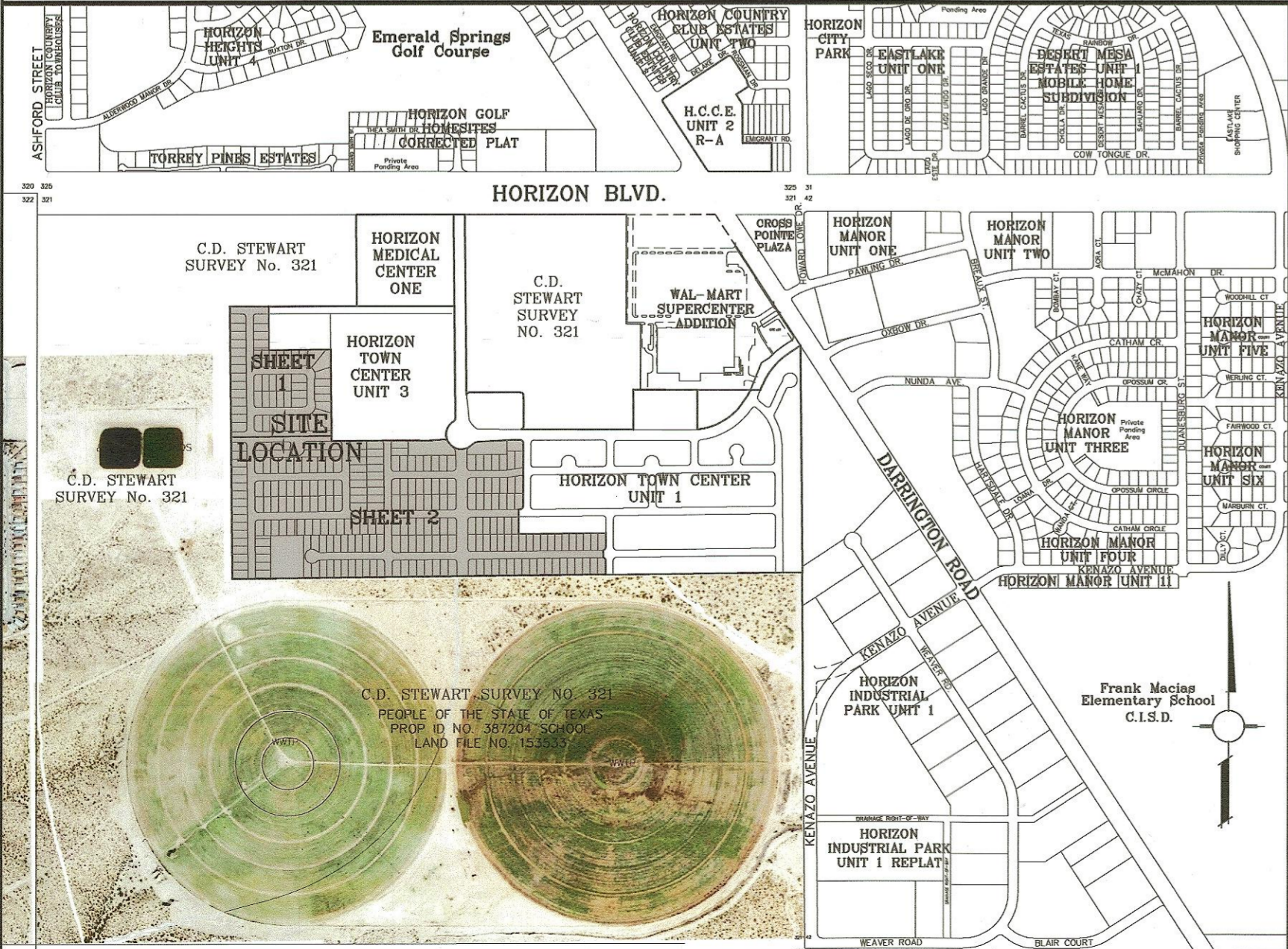
GRAPHIC SCALE
SCALE: 1"=100'

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	750.00	45.35	22.88	45.34	S87°27'27"E	37°29'1"
C2	20.00	31.42	20.00	28.28	S41°43'32"E	90°00'00"
C3	20.00	31.10	19.68	28.06	S47°49'09"W	89°05'22"
C4	20.00	31.10	19.68	28.06	S47°49'09"W	89°05'22"
C5	20.00	31.73	20.32	28.51	S42°10'51"E	90°54'38"
C6	485.00	46.47	23.25	46.45	S84°33'29"E	5°29'21"
C7	815.00	172.31	86.48	171.99	S88°12'00"E	12°06'23"
C8	35.00	41.13	23.31	38.81	S60°35'06"E	67°20'09"
C9	105.00	200.25	147.95	171.26	S81°33'15"E	109°16'25"
C10	45.00	36.13	19.10	35.17	N68°46'35"E	48°05'00"
C11	20.00	28.80	17.55	26.38	N44°32'02"E	82°31'06"
C12	378.00	41.13	20.59	41.11	S82°39'33"W	6°16'03"
C13	324.00	54.49	27.31	54.42	N84°20'35"E	9°38'07"
C14	324.00	18.11	9.06	18.11	S89°14'16"E	3°12'12"
C15	350.00	78.43	39.38	78.26	N85°56'41"E	12°50'19"



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

LOCATION MAP 1"=1000'



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"W
L11	37.00	N2°21'50"E
L12	37.00	N2°21'50"E

SCHOOL DISTRICT
SOCORRO INDEPENDENT SCHOOL DISTRICT
12300 EASTLAKE DRIVE

TOTAL RESIDENTIAL LOTS
288

PRINCIPAL CONTACTS:
OWNER: DOUGLAS A. SCHWARTZ 6080 SURETY DR. STE 300 EL PASO, 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	SUBMIT	FINAL	PLAT	5/23/17
05/23/17					
05/30/17					
06/27/17					
07/10/17					
11/28/17					
1/15/18					
10/11/18					
1/14/19					
3/26/19					
4/11/19					

DATE OF PREPARATION: MAY 29, 2020

CONDE INC.
ENGINEERING / PLANNING
GIS / SURVEYING / CAD
6080 SURETY DR. STE 100
EL PASO, TEXAS 79905
PHONE: (915) 582-0283
FAX: (915) 582-0286

NOTES:

- TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT NO. 20210072451 DATE 7-27-21
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT NO. 20210072452 DATE 7-27-21
- 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 INSTRUMENT NO. _____ DATE _____
- LOT CORNERS WILL BE SET UP 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 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 UNIT PAVED BY THE SUBDIVIDER OR PROPERTY OWNER AND LEGALLY APPROVED AND ACCEPTED BY THE TOWN (SECTION 4.9.1.7, SUBDIVISION ORDINANCE #35)
- ENSURE THAT 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)

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C46	20.00	2.35	1.18	2.35	S89°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	49.21	26.80	47.25	N71°38'24"E	56°23'14"
C49	50.00	76.69	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	N65°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	1°50'12"
C56	20.00	32.06	20.65	28.73	N48°16'56"E	81°50'12"
C57	750.00	71.62	35.84	71.59	N84°54'01"W	5°28'17"
C58	750.00	71.62	35.84	71.59	N84°54'01"E	5°28'17"
C59	724.00	26.24	13.12	26.24	S86°39'51"E	2°04'36"
C60	20.00	30.69	19.29	27.77	S41°35'51"E	87°55'24"
C61	20.00	31.42	20.00	28.28	S47°21'50"W	90°00'00"
C62	20.00	31.42	20.00	28.28	N42°38'10"W	90°00'00"
C63	20.00	31.42	20.00	28.28	N47°21'50"W	90°00'00"
C64	20.00	31.42	20.00	28.28	S42°38'10"W	90°00'00"
C65	20.00	31.42	20.00	28.28	S47°21'50"W	90°00'00"
C66	20.00	31.42	20.00	28.28	S42°38'10"W	90°00'00"
C67	485.00	39.01	19.82	39.00	N84°27'04"W	4°36'32"
C68	485.00	7.45	3.73	7.45	N87°11'45"W	0°52'49"
C69	20.00	31.42	20.00	28.28	S47°21'50"W	90°00'00"
C70	20.00	31.42	20.00	28.28	N42°38'10"W	90°00'00"

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C71	20.00	31.42	20.00	28.28	S47°21'50"W	90°00'00"
C72	20.00	31.42	20.00	28.28	N42°38'10"W	90°00'00"
C73	20.00	31.42	20.00	28.28	N47°21'50"W	90°00'00"
C74	20.00	31.42	20.00	28.28	S42°38'10"W	90°00'00"
C75	20.00	31.42	20.00	28.28	S47°21'50"W	90°00'00"
C76	20.00	31.42	20.00	28.28	N47°21'50"W	90°00'00"
C77	20.00	31.42	20.00	28.28	S42°38'10"W	90°00'00"
C78	20.00	31.42	20.00	28.28	S47°21'50"W	90°00'00"
C79	20.00	31.42	20.00	28.28	S47°21'50"W	90°00'00"
C80	20.00	31.42	20.00	28.28	S42°38'10"W	90°00'00"
C81	20.00	31.42	20.00	28.28	N42°38'10"W	90°00'00"
C82	20.00	31.42	20.00	28.28	S47°21'50"W	90°00'00"
C83	20.00	40.00	31.15	33.66	N30°20'32"W	114°35'16"
C84	50.00	29.49	15.19	29.07	S103°16'16"W	33°47'41"
C85	50.00	70.51	42.55	64.81	S47°12'22"E	80°47'35"
C86	50.00	68.48	40.83	63.25	N53°07'45"E	78°28'11"
C87	50.00	31.52	16.30	31.60	N49°53'51"E	36°07'05"
C88	20.00	40.00	31.15	33.66	S35°04'13"W	114°35'16"



VALLEY REGIONAL
Medical Center
An HCA Affiliated Hospital

Art Garza, MBA, MHA, FACHE

Chief Executive Officer
Valley Regional Medical Center
Office: (956) 350-7101
Email: Art.Garza@hcahealthcare.com

Art Garza, a native of Brownsville, Texas, is the Chief Executive Officer of Valley Regional Medical Center. His career in healthcare spans almost 30 years with the Hospital Corporation of America (HCA) in addition to his military service. As an early careerist, Art was a multimodality radiography technologist. As of 2010, Art has served as a Chief Operations Officer at three different hospitals and his journey as a hospital administrator has led him to North Suburban Medical Center in Thornton, Colorado, East Houston Regional Medical Center in Houston, Texas and Valley Regional Medical Center in Brownsville, Texas. Art has been the CEO of Valley Regional Medical Center since 2015.

Art holds a Master's degree in Business Administration from The University of Phoenix and a Master's degree in Healthcare Administration from The University of Texas Rio Grande Valley. He has been a Fellow of the American College of Healthcare Executives since 2008.

Art serves as a member of various healthcare associations and is currently a Board member of the Texas Southmost College Foundation and is the Chairman of the Board of the United Way of Southern Cameron County, in Brownsville, Texas.



Change Order

Prepared for

Pat Randleel
Town of Horizon City

By

Laurie Pedersen
Questica Ltd.

February 3, 2022

Change Order

Quotation ID#: TOHC02032022 Rev 1 February 3, 2022

Requirement:

Town of Horizon City requires Questica Budget Book standard Operating book with standard CIP add-on for 3 to 5 users.

Description:

Questica Budget Book standard Operating book with standard CIP add-on for 3 to 5 users. This is in addition to the original Questica Budget Software agreement signed on December 17, 2019.

See Scope of Work in Appendix A

Limitations:

Anything not explicitly mentioned in the above specification cannot be assumed as part of the work to be performed.

Fixed Price Items

Description	Qty	Total
Standard Questica Budget Book with standard CIP add-on	3-5 users	\$30,650.00
<hr/>		
Incremental Annual Software Subscription	(including maintenance, support & hosting)	\$30,650.00
	Total Fixed Price:	\$30,650.00

Pricing Notes

Quotation ID#: TOHC02032022 Rev 1 **February 3, 2022**

- Pricing valid through: March 3, 2022
- Above pricing in USD dollars
- Applicable Taxes Extra
- Fixed Price Items:
 - Terms of Payment:
 - Software License
 - To be charged in full on the Quote Acceptance Date
 - Annual Maintenance/Software Subscription (including annual maintenance, support, and hosting services):
 - Year 1 to be charged on a pro-rated basis based on time from Quote Acceptance Date to the anniversary date of the master agreement, due on Quote Acceptance Date
 - Year 2 to be added to the already existing annual maintenance/subscription fee, subject to any applicable annual increases, and due in full on the existing Contract Renewal Date and annually thereafter



General Terms and Conditions

ID: TOHC02032022 February 3, 2022

General Terms and Information:

Terms of Service: The services and any related software are provided under the original license and/or service and/or subscription agreement which is hereby deemed to be fully incorporated into this Quotation.

Taxes: The pricing on this Quotation is exclusive of all sales, use or other taxes, customs duties and similar levies, if any, payable in or to any jurisdiction or authority whatsoever. Such taxes (other than the taxes on the net income of Questica) shall be the responsibility of the Customer.

Payment: Payment is required in the currency noted. Unless detailed otherwise in this Quotation, terms are net-30 days from the later of a) the date of receipt of invoice, or b) the invoice date.

Customer Responsibility: Efforts detailed in this Quotation are presented as a solution to a business issue you have described to us. It is based on our understanding of the business issue and may or may not address all of your concerns. It is your responsibility to review and understand this solution, what it includes and what it does not, and ensure it is suitable for your needs.

Acceptance of Custom Work: This Quotation may include the scoping, designing and development of product customization, custom reporting, data import services or technical assistance as detailed in this Quotation and/or in an attached scope of work. Within fifteen (15) business days from the completion and delivery of each individual custom work, the Customer/Licensee shall, in its sole discretion, review the product customization and notify Questica whether it finds the customization satisfactory or unsatisfactory. If it is determined that the customization is unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Licensee's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the customization, and the approval procedure shall be reapplied until Licensee finally declares the customization satisfactory. In the absence of a written response within 15 business days after the delivery of the customization or once the Licensee has declared the customization satisfactory, the customization shall be considered 'accepted'.

Limited Warranty: Questica provides a limited warranty on custom reporting and product customizations for a period of six months from the 'Acceptance' of the report or customization. Modifications to reports and customizations to support upgrades of Questica within this six-month period are also included in this Limited Warranty. Enhancements or modifications outside the scope of the accepted specification, scope of work, or authorized change requests are not warranted.

Consulting, Training or Implementation Time Invoicing: Only activities approved in an approved scope of work shall be invoiced. A mutually determined change control mechanism will be used to accommodate modifications to the scope of work.

Travel Costs: Unless noted otherwise, this Quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and per diem rates shall apply. Air travel, rental car (with associated fuel, parking, and insurance costs), and lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including commercial airline travel) delays which may increase travel cost.

Acceptance

Quotation ID#: TOHC02032022

Rev 1 **February 3, 2022**

Authorized Signature: _____

Authorized Name: _____

Organization Name: **Town of Horizon City**

PO/Reference: _____

Date: _____

Upon accepting this offer, please scan and email back all pages of the signed Quotation and include an authorized purchase order, if applicable.

QUESTICA, Ltd.

Authorized Signature: _____

Authorized Name: _____

Organization Name: **Questica Ltd.**

Date: _____

Appendix A - Scope of Work

Questica Budget Book remote implementation

- 32 hours of initial Train-the-trainer training (CaseWare Champion) in FHB standard online training sessions.
- Implementation and configuration of CaseWare's standard Budget Book library:
 - Review Questica setup, account groups & cost centers and configuration of CaseWare to support these structures.
 - Configure standard content and identify requested modifications to:
 - Fonts, indents & margins
 - Ordering of documents
 - Initial configuration of standard content with client standards
 - Configuration & testing of Questica Integration
 - Guidance to client on completing miscellaneous tasks as may be assigned during the implementation including the configuration of any work papers (including Working Paper Tools) deemed necessary to automate complex values, manual input of values deemed non-automatable, configuration of diagnostic/rounding relations, embedding of PDFs, and insertion of pre-designed detail schedules, pictures, if applicable.
 - Prepare and insert external documents (such as Title Page, GFOA Award, Organization Chart) into the Caseware Working Papers file
- Unlimited Aftercare annually. Typically, clients use Aftercare to work with FHB consultants to install updated versions of software, tweak the style sheets to change the presentation of their data, re-configure existing content, group new G/L accounts, modify groupings, address reorganizations, and other common tasks. Aftercare does not cover customization of existing content or development of new custom content, that the Client may wish to add.

As part of this engagement, the Client will:

- Provide on-going guidance to the FHB team respecting presentation and disclosure requirements, general ledger structure, year-end processes, etc., as necessary.
- Develop and submit to the FHB team Questica Ad-Hoc Reports that contain all automated values and narrative to be included in the standard budget book content.
- Should Questica Budget groupings be insufficient for Budget Book requirements, group all accounts by Object and by Function as recommended/advised by FHB within a CaseWare Working Papers file.
- Reconcile the financial data within the Working Papers file as necessary to agree with previously published reports. This process may also require posting adjusting journal entries within CaseWare. If this is necessary, the client will be responsible for this work.
- Provide a mapping/group legend for each value in the statements, schedules and notes.
- Complete miscellaneous tasks as may be assigned during the implementation including the configuration of any work papers deemed necessary to automate complex values.
- Review, test and sign-off on all FHB work within five (5) business days of receipt of FHB's work.
- Attend CaseWare Working Papers and Financials Template courses as deemed necessary by FHB. The cost of this training is included in the annual fee for a single user (Champion) only.

Questica Budget Book Powered by CaseWare is included in this implementation. The Customer agrees to the following in respect of the creation of the Budget Book:

- 1) That the implementation of the Budget Book shall be guided by FH Black & Company Inc. ("FH Black").

2) That the Budget Book shall be implemented using the CaseWare desktop publishing application, to be hosted on a computer provided by The Customer.

3) To provide on-going guidance to the FH Black team respecting presentation and disclosure requirements, general ledger/Questica account structure, budget processes, etc., as necessary.

4) To develop and submit to the FH Black team Questica Ad-Hoc Reports that contain all automated values and narrative to be included in the standard budget book content.

5) In the case that Questica Budget groupings be insufficient for Budget Book requirements, to group all accounts by Object and by Function as recommended/advised by FH Black within a CaseWare “Working Papers” file.

6) To reconcile and adjust the financial data within the “Working Papers” file as is necessary to agree with previously published reports. That this process may also require posting adjusting journal entries within CaseWare and if so required, the client will be responsible for this work.

7) To provide a mapping/group legend for each value in the statements, schedules and notes.

8) To complete miscellaneous tasks as may be assigned by the FH Black team during the implementation.

9) To attend CaseWare Working Papers and Financials Template courses as deemed necessary by FHB. The cost of this training is included in the annual fee for a single user (“CaseWare Champion”) only.

10) To review, test and sign-off on all FH Black work within five (5) business days of receipt of such work.

Functional Area	Description	Scope of Work
Budget Book Option	Questica offers three options for the publishing of a Budget Book: 1) Template Budget Book Powered by CaseWare - Single User; 2) Template Budget Book Powered by CaseWare - Multi-User (5 Seats); 3) Custom Budget Book.	In scope: Template Budget Book Powered by CaseWare - Multi-User (5 Seats). Implementation and configuration of CaseWare’s standard Budget Book library: <ul style="list-style-type: none"> ▶ Review Questica setup, account groups & cost centers and configuration of CaseWare to support these structures. ▶ Configure standard content and identify requested modifications to: <ul style="list-style-type: none"> - Fonts, indents, and margins - Ordering of documents ▶ Initial configuration of standard content with client standards. ▶ Configuration & testing of Questica integration. ▶ Guidance to client on their tasks (inserting schedules, pictures, embedded PDFs etc.).
CIP Add-on	Addition of CIP to the standard template, either as a separate book or inclusion in a single book.	In scope

Ad Hoc Views & Reports	<p>The Customer is responsible for submitting to the FH Black team ad hoc views and reports that contain ALL automated values and narrative to be included in the standard budget book content.</p> <p>The scope of this activity is to assist The Customer in creating some or all of those data sources.</p>	<p>Customer task: As a customer task, The Customer will leverage Questica's training material and reasonable assistance of Questica's PM or consultant to configure ad hoc views in Questica Budget.</p>
Aftercare	<p>Annual aftercare is used to work with FH Black consultants to install updated versions of software, tweak the style sheets to change the presentation of their data, re-configure existing content, group new G/L accounts, modify groupings, address reorganizations, and other common tasks.</p> <p>Aftercare does NOT cover customization of existing content or development of new custom content that The Customer may wish to add.</p>	<p>In scope: Unlimited Aftercare annually.</p>
Train-the-Trainer	<p>Initial Train-the-trainer training (“CaseWare Champion”).</p>	<p>In scope: The Customer's “CaseWare Champion” will attend 32 hours of FH Black standard online training.</p>

2.9. Customizations

2.9.1. Custom Business Rules (CBRs), Modifiers, User Interface

This Scope of Work does not include the development of customizations.

Customizations not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.9.2. Custom Reports, Custom Ad Hoc Entities and Custom Dashboards

This Scope of Work does not include the development of custom reports or ad hoc entities.

Custom reporting and dashboard requirements not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.9.3. Specifications

Before Questica undertakes any customizations described herein, as well as integrations with other systems, and data imports, The Customer and Questica shall prepare and sign-off on the detailed specifications (“Specifications”) for the work to be performed.

2.9.4. Change Orders

Any changes to the agreed specifications, including changes requested by The Customer within the warranty period, shall be the subject of a new change order and the work to be carried out thereunder shall be separately quoted, agreed, and billed and shall not be included as part of this Scope of Work.

2.9.5. Warranty

Once completed the custom work shall be warranted by Questica in accordance with the “Technical Support Services” section of the Questica Software License Agreement.

Appendix D – Contract Exceptions Amendment

- Texas Tort Claims Act. Questica expressly agrees that, in all things relating to this Agreement, the Subscriber is performing a governmental function, as defined by the Texas Tort Claims Act. Questica further expressly agrees that every act or omission of the Subscriber, which, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.
- Energy Company Boycotts. Questica represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, Questica shall promptly notify the Subscriber.
- Firearm Entities and Trade Associations Discrimination. Questica verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, Questica shall promptly notify the Subscriber.
- Foreign Terrorist Organizations. Questica represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- Entities that Boycott Israel. Questica represents and warrants that (1) it does not, and shall not for the duration of the Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, Questica shall promptly notify the Subscriber.

RESOLUTION

WHEREAS, on Dec. 17, 2019, the City Council of the Town of Horizon City authorized the Mayor to sign a Software Subscription Agreement with Questica, Ltd for a specific number of SaaS licenses for Operating, Capital, Personnel, Performance Measures, Allocations and Statistical Ledger modules in Questica Budget including annual maintenance and support; and

WHEREAS, on Dec. 23, 2021, the Town of Horizon City acquired the option for unlimited SaaS licenses for Operating, Capital, Personnel, Performance Measures, Allocations and Statistical Ledger modules in Questica Budget including annual maintenance and support from Questica, Ltd.; and

WHEREAS, staff is recommending the Town of Horizon City acquire additional services from Questica, Ltd for the standard Questica Budget Book with standard CIP add-on,

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

That the Town of Horizon City acquire software licenses and an annual maintenance/software subscription for the standard Questica Budget Book with standard CIP add-on from Questica, Ltd and that the Mayor be authorized to sign the documents to the Dec. 17, 2019 agreement for the standard Questica Budget Book with standard CIP add-on.

PASSED AND ADOPTED this _____ day of _____, 2022.

THE TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:


Elvia Schuller
City Clerk

APPROVED AS TO FORM:



Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:



Pat Randleel
Finance Director

RESOLUTION

WHEREAS, the State of Texas through its Department of Information Resources (DIR) goes through a competitive procurement process using the Request for Offer (RFO) method of procurement to procure Automated Information System (AIS) and Information Technology products and services; and

WHEREAS, the Town of Horizon City, as a local government defined by Texas Government Code Section 2054.003 (9) is eligible to purchase under any of the DIR's programs as an eligible DIR customer, and when purchasing technology through the DIR, a local government is following all state procurement requirements; and

WHEREAS, Bonfire Interactive Ltd. is a vendor with the DIR; and

WHEREAS, staff is recommending the Town of Horizon City acquire Bonfire for Municipal Procurements to shorten project times, ensure compliance and to deliver better value in bids, Request for Proposals (RFP) decision, Request for Qualifications, and Contract Management.

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

That the Mayor be authorized to sign a five-year Software License and Support Agreement with Bonfire Interactive Ltd. for the Bonfire eSourcing Software for Municipal Procurements for an annual cost of \$11,500.00 using Texas Department of Information Resources contract DIR-TSO-4363.

PASSED AND ADOPTED this _____ day of _____, 2022.

THE TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova

Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

Pat Randleel
Finance Director



TOWN OF HORIZON CITY MEMORANDUM

Date: June 3, 2021

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: **1st Reading of Ordinance No. _____**, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from PUD to C-1; containing approximately 8.69 acres; being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Company surveys, Town of Horizon City, El Paso County, Texas; south of the intersection of Kenazo Avenue and Eastlake Boulevard; and authorizing the notation of the change on the official zoning map of the City; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

1st Reading of Ordinance No. _____, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from PUD to C-1; containing approximately 4.944 acres; being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railroad Company Surveys, Town of Horizon City, El Paso County, Texas; north of the intersection of Kenazo Avenue and Horizon Boulevard; and authorizing the notation of the change on the official zoning map of the City; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

On December 20, 2021, the Planning and Zoning Commission voted unanimously to recommend that the City Council approve the rezoning of the subject properties from a PUD (Planned Unit Development) zone to a C-1 (Commercial) zone.

The applicant's request is to rezone the property to a C-2 (Commercial) zone to allow for commercial development. However, the staff recommendation to the Planning and Zoning Commission was to recommend approval of a C-1 zone for both properties due to their proximity to elementary and middle schools and established neighborhoods. The C-1 zone will allow for more neighborhood friendly commercial uses.

Although the Comprehensive plan designates this area for medium to high-density single-family development, staff believes that the development of this area, as proposed, will help enhance the surrounding properties and the recommended C-1 zone is consistent with the surrounding land uses.

The applicant has also submitted preliminary plat applications for the subject properties and it is recommended that their approval be contingent upon the rezoning request being approved and finalized.

Attached for your review, are the draft Ordinances and the consolidated and revised staff report, which includes the plat information, that was presented to the Planning and Zoning Commission.



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report
REVISED

Case No.: SUB002489-2021, SUB002490-2021 & RZ-002491-2021
Kenazo Estates Units 1 & 2

Application Type: **Preliminary Subdivision & Rezone Application**

P&Z Hearing Date: December 20, 2021

Staff Contact: Michelle Padilla, Planning Director
 915-852-1046; mpadilla@horizoncity.org

Address/Location: Abutting Kenazo Ave.

Legal Description: **Kenazo Estates Unit 1**
 Being Tract 8, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas (4.944 AC)

Legal Description: **Kenazo Estates Unit 2**
 Being Tract 9, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas (8.695 AC)

Property Owner: Pebble Hills Plaza LTD

Representative: Conde, Inc.

Nearest Park: Horizon Mesa

Nearest School: Dessert Hills Elementary & Horizon Middle School (CISD)

SURROUNDING PROPERTIES:

	Zoning	Land Use
N	C-1 (Commercial)	Vacant
E	PUD (Planned Unit Development)	Vacant
S	PUD (Planned Unit Development)	School & Commercial Sites
W	C-2 (Commercial) & A-1 (Apartment)	Vacant

LAND USE AND ZONING:

	Existing	Proposed
Land Use	Vacant	Commercial
Zoning	PUD (Planned Unit Development)	C-2 Commercial

Application Description:

Rezone:

The applicant is requesting to rezone approximately 13.639 acres of land that is currently vacant and zoned as PUD (Planned Unit Development) to a C-2 (Commercial). The properties abut Kenazo Ave. The proposed rezoning is as follows (please refer to the attached zoning plan):

- Parcel I (Kenazo Estates Unit One, 4.944 AC) - from PUD to C-2
- Parcel II (Kenazo Estates Unit Two, 8.695 AC) - from PUD to C-2

Preliminary Subdivision:

The applicant is also requesting to subdivide the properties that are proposed to be rezoned. The proposed subdivisions each include one (1) lot for commercial development. Kenazo Estates Unit One has the smallest lot measuring approximately 4.944 acres and Kenazo Estates Unit Two has the largest lot measuring approximately 8.695 Acres in size.

Notice:

In accordance with Section 211.007 of the Texas Local Government Code, notices of the December 20, 2021 public hearing for the rezoning request were sent to the school district of jurisdiction and to those property owners within 200 feet of the subject property on December 3, 2021. In addition, the applicant is required to erect signs notifying the public of the proposed rezoning on the site proposed for rezoning fifteen (15) days prior to the Planning and Zoning Commission public hearing.

Vision 2020 – Future Land Use Map Designation:

Horizon City Vision 2020 Strategic Master Plan designates this area as Medium to High-Density Single Family. This land use designation includes residential development including approximately 8 to 15 dwellings per acre.

Staff Recommendation:

Although the Comprehensive plan designates this area for Medium to High-Density Single-Family development, staff believes that the development of this area will help enhance the surrounding properties and is consistent with other surrounding **land uses**. The proposed commercial designation is consistent with the surrounding uses and zoning districts. However, due the properties' proximity to the elementary and middle schools, staff **recommends that the properties be rezoned to C-1 (Commercial)**, not C-2 (Commercial) as requested, to allow for more neighborhood commercial uses.

Staff recommends **DENIAL** of the preliminary plats as they do not conform with the City's Major Thoroughfare Plan as required by Chapter 10 (Subdivision Regulation), Section 5.2 (Conformance to Major Thoroughfare Plan Required) of the Municipal Code,

Staff recommends APPROVAL of the preliminary plats with the condition that all comments be addressed prior to City Council action.

Planning Division Comments:

The applicant has revised the plats to address the Planning Division's previous comments.

- **Please correct the spelling of Rodman Street on the Kenazo Estates Unit Two plat.**

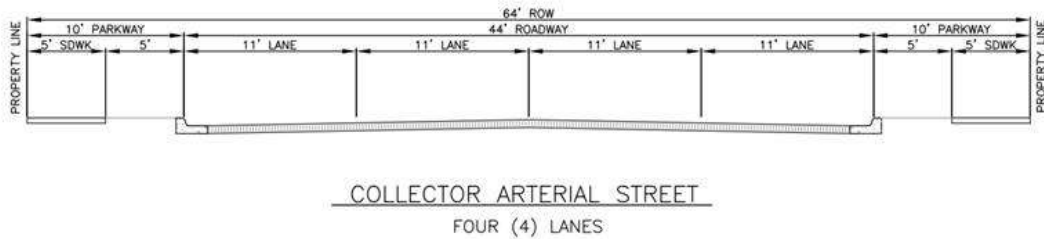
Kenazo Estates Unit One

- ~~Glenn Warner is identified as a collector arterial on the City's Major Thoroughfare plan. In accordance with Chapter 10 (Subdivision Regulation), Section 5.2 (Conformance to Major Thoroughfare Plan Required) of the Municipal Code, this plat is required to dedicate and improve an additional 19 feet of right-of-way along Glen Warner at the southeast property line of the development (where the roadway currently narrows). The cross-section for the required 64' collector arterial is provided below.~~

Kenazo Estates Unit Two

- ~~The extension of Rodman Street, a collector arterial, is designated on the City's Major Thoroughfare plan to cross this property. In accordance with Chapter 10 (Subdivision Regulation), Section 5.2 (Conformance to Major Thoroughfare Plan Required) of the~~

Municipal Code, this plat must dedicate and improve the thoroughfare. The cross-section for the required 64' collector arterial is provided below.



Public Works Director Comments:

Preliminary Plat- Kenazo Estates Unit 1

- Show location of water courses, ravines, present structures and other features pertinent to subdivision. Provide the total flow for that specific watershed area. The parcel will need to have a pond. Provide pond capacity calculations.
- Show the Benchmark (from note#10) in the plan.
- El Paso County 9-1-1 District approval is required for the addresses.
- Glenn Warner is not spelled correctly.
- Change school district to Clint Independent School District.
- Provide utility easements for the parcel.
- Add a note at south side of property stating driveways will not be allowed.

Preliminary Plat – Kenazo Estates Unit 2

1. Show location of water courses, ravines, present structures and other features pertinent to subdivision. Provide the total flow for that specific watershed area. The parcel will need to have a pond. Provide pond capacity calculations.
2. Show the Benchmark (from note#10) in the plan.
3. El Paso County 9-1-1 District approval is required for the addresses.
4. Identify the street/driveway entrance at the south side of parcel.
5. Change school district to Clint Independent School District.
6. Provide utility easements for the parcel at the front and/or south side.
7. Add a note at south side of property stating driveways will not be allowed.

Town Engineer Comments:

Preliminary Plat- Kenazo Estates Unit 1

1. Match the bearing in metes and bounds to face of plat. (Redlines provided)
2. Location and size of existing utilities shall be shown on preliminary plats. Indicated the location and size.
3. Provide certification that all utilities will be provided to the parcel (i.e. gas, electric, ...).

Preliminary Plat – Kenazo Estates Unit 2

1. Location and size of existing utilities shall be shown on preliminary plats. Indicated the location and size.

El Paso 9-1-1 District Comments:

The 911 District recommended street spelling names to be corrected and proposed addresses to be labeled on plats. (addresses missing)

TxDOT Comments:

TxDOT has no comments since proposed units are not abutting TxDOT right of way.

El Paso Central Appraisal District Comments:

The EPCAD approves this development.

Attachments:

1 - Zoning Map

2 - Aerial

3 - Future Land Use Map (Comprehensive Plan)

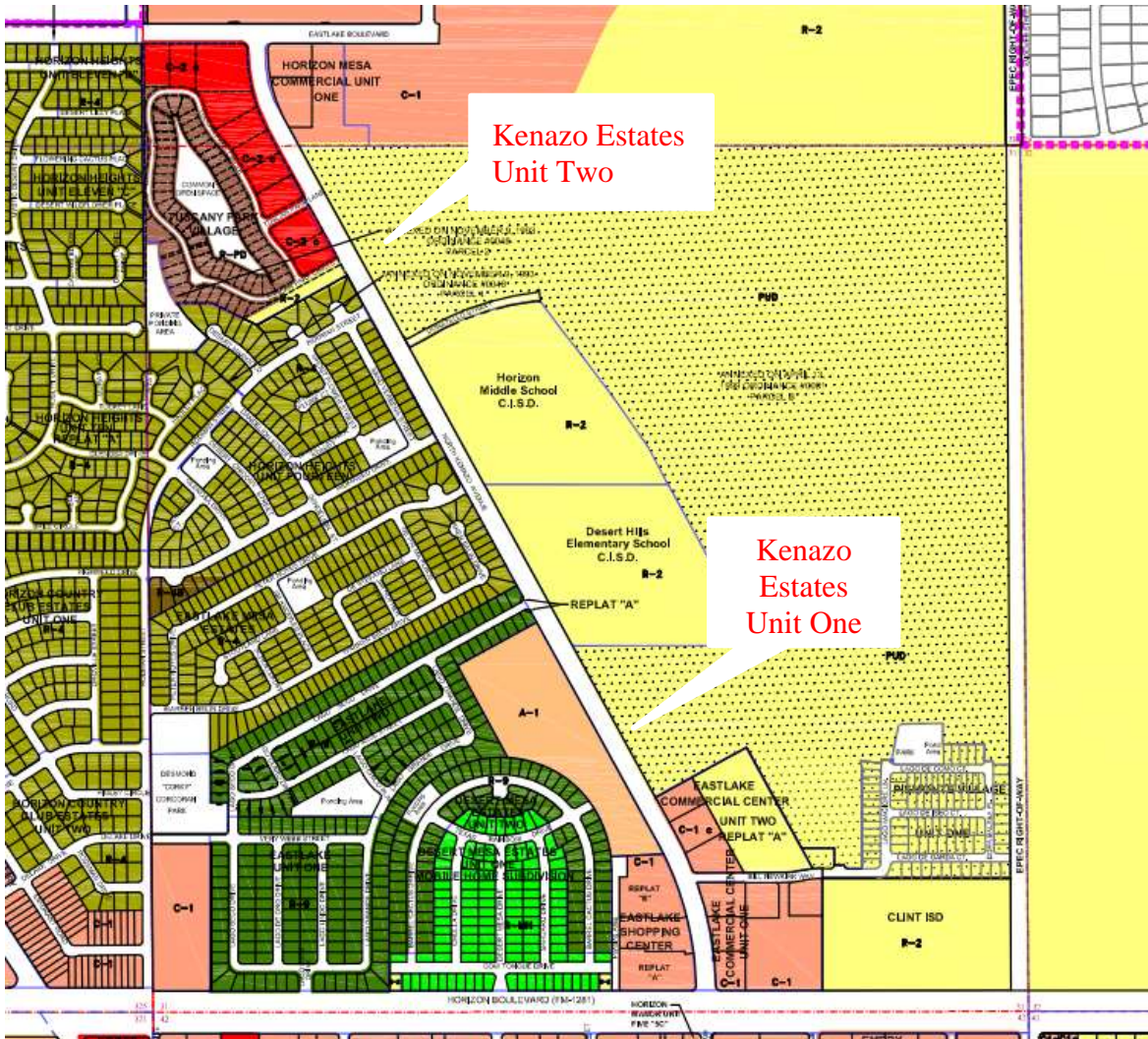
4 - Location Map

5 - Applications

6 - Zoning Plan

7 - Preliminary Plats

Attachment 1: Zoning Designation



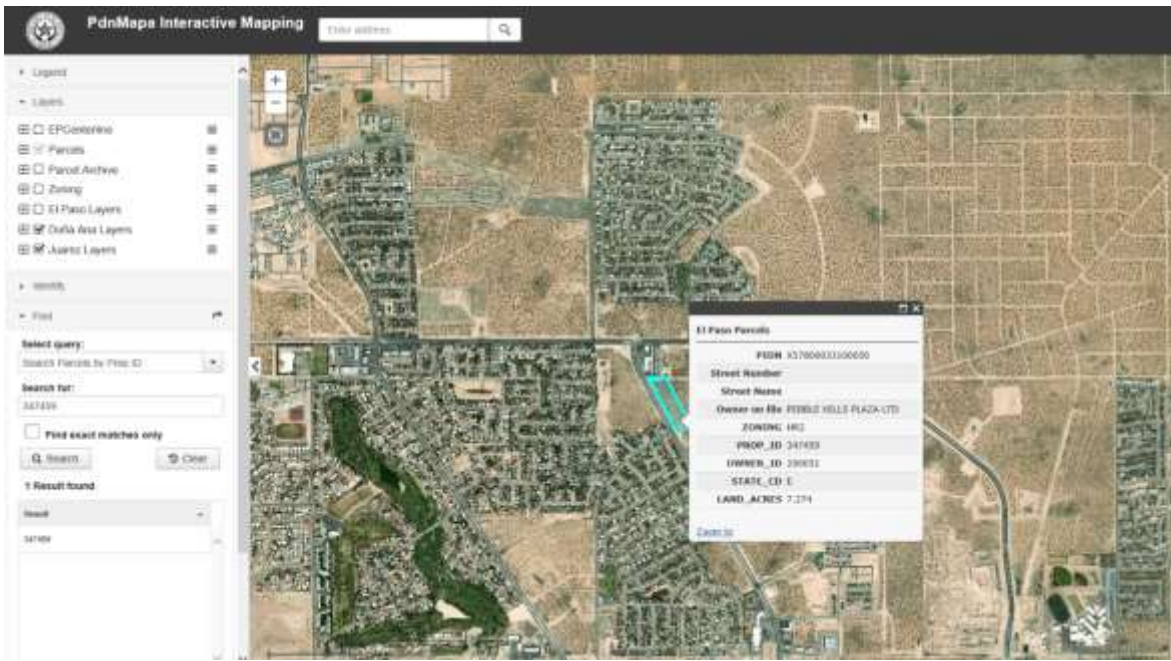
Attachment 2: Aerial

Kenazo Estates Unit One



Source: City of El Paso's Website; <https://gis.elpasotexas.gov/pdnmapajs/>

Kenazo Estates Unit Two



Source: City of El Paso's Website; <https://gis.elpasotexas.gov/pdnmapajs/>

Attachment 3: Future Land Use Map



Attachment 5: Applications

1 of 2



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

REZONE APPLICATION

1. Owner of Record: Pebble Hills Plaza, LTD
420 Montana Ave. El Paso, TX 79902 915- (EMAIL)
(ADDRESS) (ZIP) (PHONE)

2. Applicant Conde, Inc. Is applicant also the Owner? Yes No
 Contact Person Conrad Conde

6080 Surety Dr., Ste. 100 El Paso, TX 79905 915-5920283 cconde@condeinc.com
(ADDRESS) (ZIP) (PHONE) (EMAIL)

3. PARCEL ONE
 Site Address/Location Kenazo Ave.
 Legal Description: Being Tract 8, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of
Horizon, El Paso County, Texas
(Lot) (Block) (Subdivision Name)

PARCEL TWO
 Site Address/Location _____
 Legal Description: _____
(Lot) (Block) (Subdivision Name)

If the legal description of the complete tracts or if plat is not available, attached are the **required** Metes & Bounds Description & survey map(s)? Yes No

4. Briefly explain why you request to rezone? To allow for Neighborhood Commercial uses.

5. Land's Presents Use: Vacant Zone PUD
 Land Vacant Lot size 4.944 Structure Structure's size _____ Last known date the structure was occupied? n/a

Land's Proposed Use: Commercial Proposed Zone Use C-2
 Will you be making any improvements to the existing lot or structure? Yes No This request includes Site Development Plans for approval? Yes No

NOTICE: Applicant is responsible for all expenses incurred by the City in connection with the Rezone Application request, including but not limited to attorney's fees, engineering fees and publication. Additional charges will be invoiced separately and shall be paid to the Town prior to City Council action.
 Applicant's Signature _____

6. Signatures: [Signature]
(OWNER'S SIGNATURE)

(APPLICANT'S SIGNATURE)

Alan Malachuk / Pebble Hills Plaza
(OWNER'S PRINTED NAME)
Conrad Conde
(APPLICANT'S PRINTED NAME)

FEE SCHEDULE: (NON-REFUNDABLE)

\$300 - UP TO 1.0 ACRES	\$450 - 30.1 ACRES TO 50 ACRES
\$350 - 1.1 ACRES TO 10 ACRES	\$500 - 50.1 ACRES TO 75 ACRES
\$400 - 10.1 ACRES TO 30 ACRES	\$600 - 75.1 ACRES AND UP
EL PASO TIMES PUBLISHING FEE APPROXIMATELY \$460	ENGINEERING FEE APPROXIMATELY \$60 PER 1/2 HOUR

Application & Submittals Due Date: _____
 P&Z Scheduled Mtg. Date: _____
 City Council Scheduled Date: _____
 Application Received By: _____
 Date Application Rec'd: _____

Please see reverse side for list of items required at time of submitting REZONING application.



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

REZONE APPLICATION

1. Owner of Record: Pebble Hills Plaza, LTD
420 Montana Ave. El Paso, TX 79902 915-
(ADDRESS) (ZIP) (PHONE) (EMAIL)

2. Applicant: Conde, Inc. Is applicant also the Owner? Yes No
 Contact Person: Conrad Conde

6080 Surety Dr., Ste. 100 El Paso, TX 79905 915-5920283 cconde@condeinc.com
(ADDRESS) (ZIP) (PHONE) (EMAIL)

3. PARCEL ONE
 Site Address/Location: Kenazo Ave.
 Legal Description: Being Tract 9, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of
Horizon, El Paso County, Texas (Subdivision Name)

PARCEL TWO
 Site Address/Location: _____
 Legal Description: _____
(Lot) (Block) (Subdivision Name)

If the legal description of the complete tracts or if plat is not available, attached are the **required** Metes & Bounds Description & survey map(s)? Yes No

4. Briefly explain why you request to rezone? To allow for a Neighborhood Commercial uses.

5. Land's Presents Use: Vacant Zone PUD
 Land Vacant Lot size 8.695 Structure Structure's size _____ Last known date the structure was occupied? n/a

Land's Proposed Use: Retail Proposed Zone Use C-2

Will you be making any improvements to the existing lot or structure? Yes No This request includes Site Development Plans for approval? Yes No

NOTICE: Applicant is responsible for all expenses incurred by the City in connection with the Rezone Application request, including but not limited to attorney's fees, engineering fees and publication. Additional charges will be invoiced separately and shall be paid to the Town prior to City Council action.
 Applicant's Signature _____

6. Signatures:

(OWNER'S SIGNATURE)

(APPLICANT'S SIGNATURE)

Alan Maloney Pebble Hills Plaza Ltd.
(OWNER'S PRINTED NAME)
Conrad Conde
(APPLICANT'S PRINTED NAME)

FEE SCHEDULE: (NON-REFUNDABLE)

\$300 - UP TO 1.0 ACRES	\$450 - 30.1 ACRES TO 50 ACRES
\$350 - 1.1 ACRES TO 10 ACRES	\$500 - 50.1 ACRES TO 75 ACRES
\$400 - 10.1 ACRES TO 30 ACRES	\$600 - 75.1 ACRES AND UP
EL PASO TIMES PUBLISHING FEE APPROXIMATELY \$460	ENGINEERING FEE APPROXIMATELY \$60 PER 1/2 HOUR

Application & Submittals Due Date: _____
 P&Z Scheduled Mtg. Date: _____
 City Council Scheduled Date: _____
 Application Received By: _____
 Date Application Rec'd: _____

Please see reverse side for list of items required at time of submitting REZONING application.



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

**MAJOR SUBDIVISION
 PRELIMINARY APPLICATION**

SUBDIVISION PROPOSED NAME: KENAZO ESTATES UNIT ONE SUBMITTAL DATE: November 15, 2021

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
Being Tract 8, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso, Texas
2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	_____	_____	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	_____	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	_____	_____
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK (Min 1 acre)	_____	_____		_____	_____
SCHOOL	_____	_____		_____	_____
COMMERCIAL	<u>4.944</u>	<u>1</u>	TOTAL NO. SITES	<u>1</u>	_____
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>4.944</u>	_____
3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? N/A PROPOSED ZONING N/A
4. WILL THE RESIDENTIAL SITES, AS PROPOSED, PERMIT DEVELOPMENT IN FULL COMPLIANCE WITH ALL ZONING REQUIREMENTS OF THE EXISTING RESIDENTIAL ZONE(S)? YES NO N/A
5. WHAT TYPE OF UTILITY EASEMENTS ARE PROPOSED? UNDERGROUND OVERHEAD COMBINATION
6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Lot to street to drainage structures
7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES _____
8. ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? YES NO
9. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES NO
10. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY MEDIANS OTHER
11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: _____
12. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? YES NO N/A INITIALS CC
 IF YES, submit REQUIRED GUARANTEE (SECTION 4.10.3 & 8.1.7, Municode Chapter 10) OR Improvement Cost Estimates & Construction Agreement
13. WILL ANY RESTRICTIONS AND COVENANTS BE RECORDED WITH PLAT? YES NO INITIALS CC IF YES, PLEASE SUBMIT COPY.
14. OWNER OF RECORD Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
(NAME & ADDRESS) (EMAIL) (PHONE)
15. DEVELOPER Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
(NAME & ADDRESS) (EMAIL) (PHONE)
16. ENGINEER Conde, Inc. 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@condeinc.com 915-592-0283
(NAME & ADDRESS) (EMAIL) (PHONE)
17. APPLICANT Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
(NAME & ADDRESS) (EMAIL) (PHONE)
18. REP/POINT OF CONTACT Conrad Conde 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@condeinc.com -592-0283
(NAME & ADDRESS) (EMAIL) (PHONE)

NOTE:
 Applicant is responsible for all expenses incurred by the City in connection with the Preliminary Plat approval request, including but not limited to attorney's fees, engineering fees and publication. Charges exceeding deposit will be invoiced separately. Initials 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 | Application Fee: \$100



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

**MAJOR SUBDIVISION
 PRELIMINARY APPLICATION**

SUBDIVISION PROPOSED NAME: KENAZO ESTATES UNIT TWO SUBMITTAL DATE: November 15, 2021

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
Being Tract 9, Section 31, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso, Texas

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	_____	_____	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	_____	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	_____	_____
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK (Min 1 acre)	_____	_____		_____	_____
SCHOOL	_____	_____		_____	_____
COMMERCIAL	<u>8.695</u>	<u>1</u>	TOTAL NO. SITES	<u>1</u>	_____
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>8.695</u>	_____

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? N/A PROPOSED ZONING N/A
4. WILL THE RESIDENTIAL SITES, AS PROPOSED, PERMIT DEVELOPMENT IN FULL COMPLIANCE WITH ALL ZONING REQUIREMENTS OF THE EXISTING RESIDENTIAL ZONE(S)? YES NO N/A
5. WHAT TYPE OF UTILITY EASEMENTS ARE PROPOSED? UNDERGROUND OVERHEAD COMBINATION
6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Lot to street to drainage structures
7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES _____
8. ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? YES NO
9. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES NO
10. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY MEDIANS OTHER
11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: _____

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

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

14. OWNER OF RECORD Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
(NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
(NAME & ADDRESS) (EMAIL) (PHONE)

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

17. APPLICANT Pebble Hills Plaza, LTD 420 Montana Ave. El Paso, TX 79902
(NAME & ADDRESS) (EMAIL) (PHONE)

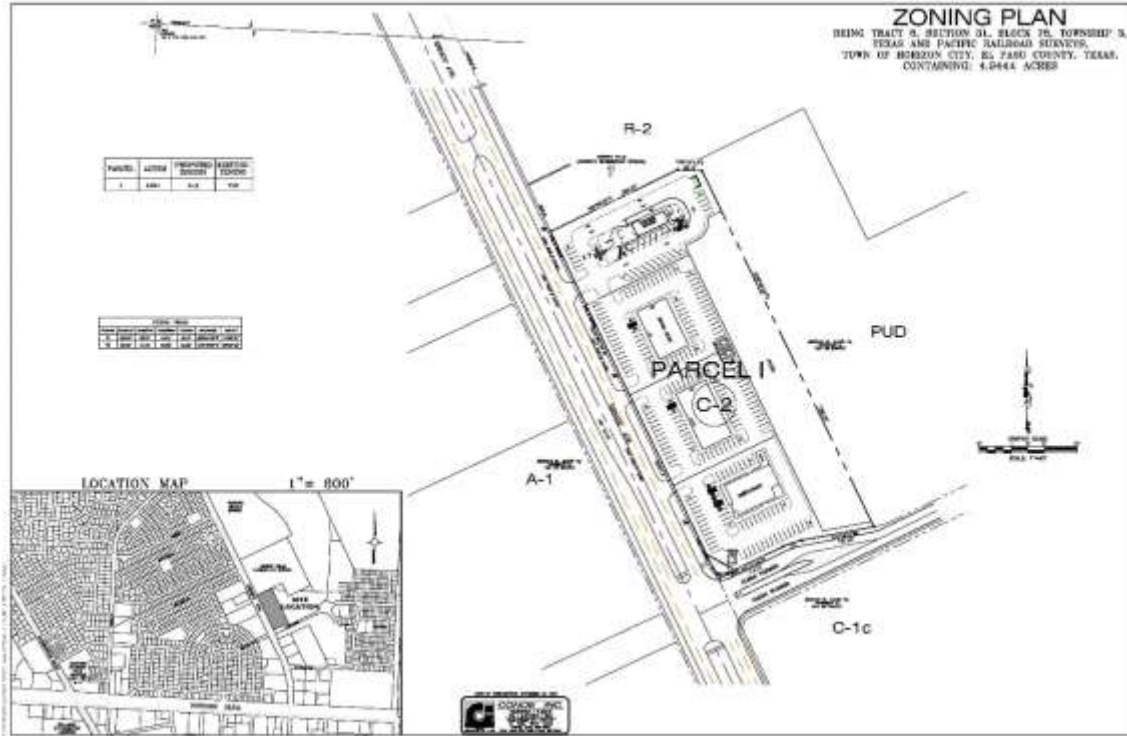
18. REP/POINT OF CONTACT Conrad Conde 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@condeinc.com -592-0283
(NAME & ADDRESS) (EMAIL) (PHONE)

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

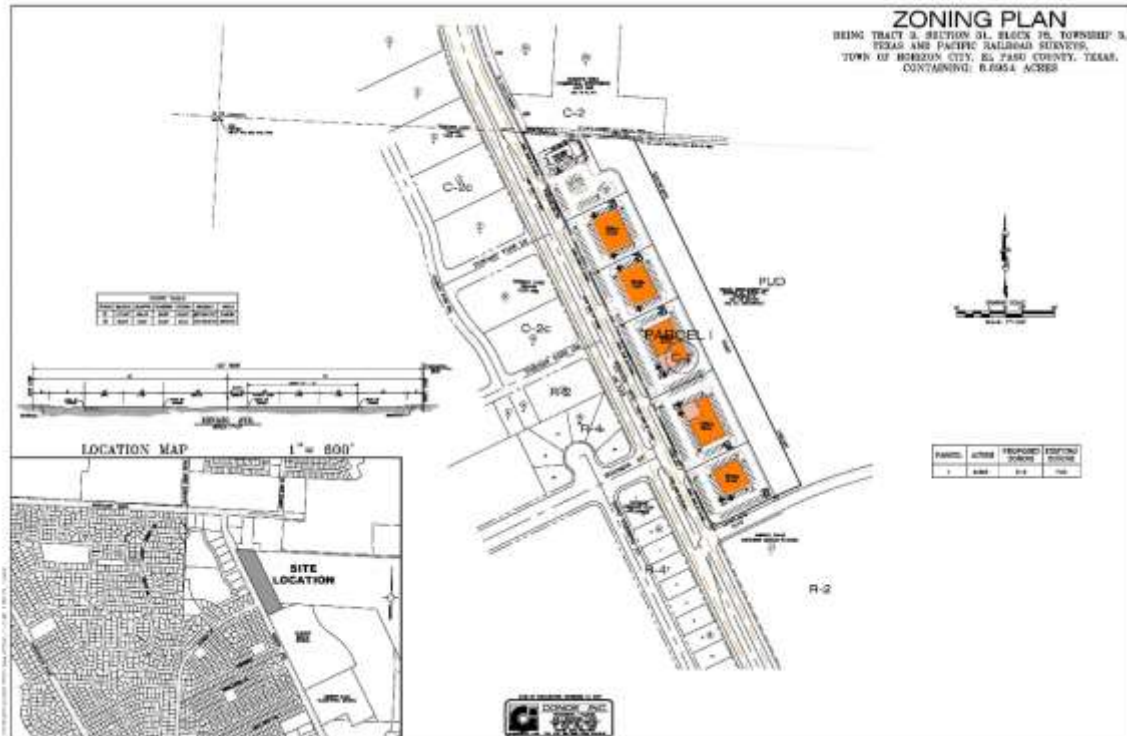
APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
 Acceptance of fee does not grant acceptance of application.
 Non Refundable Deposit \$500.00 | Application Fee: \$100

Attachment 6: Zoning Plan

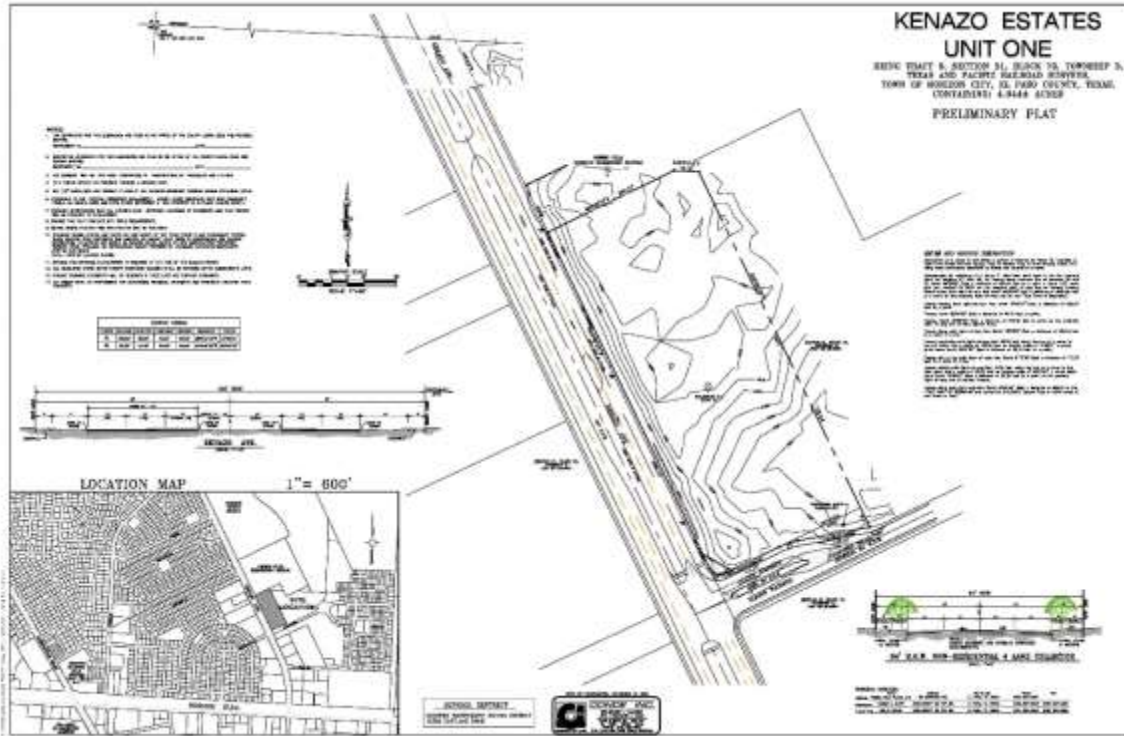
Kenazo Estates Unit One



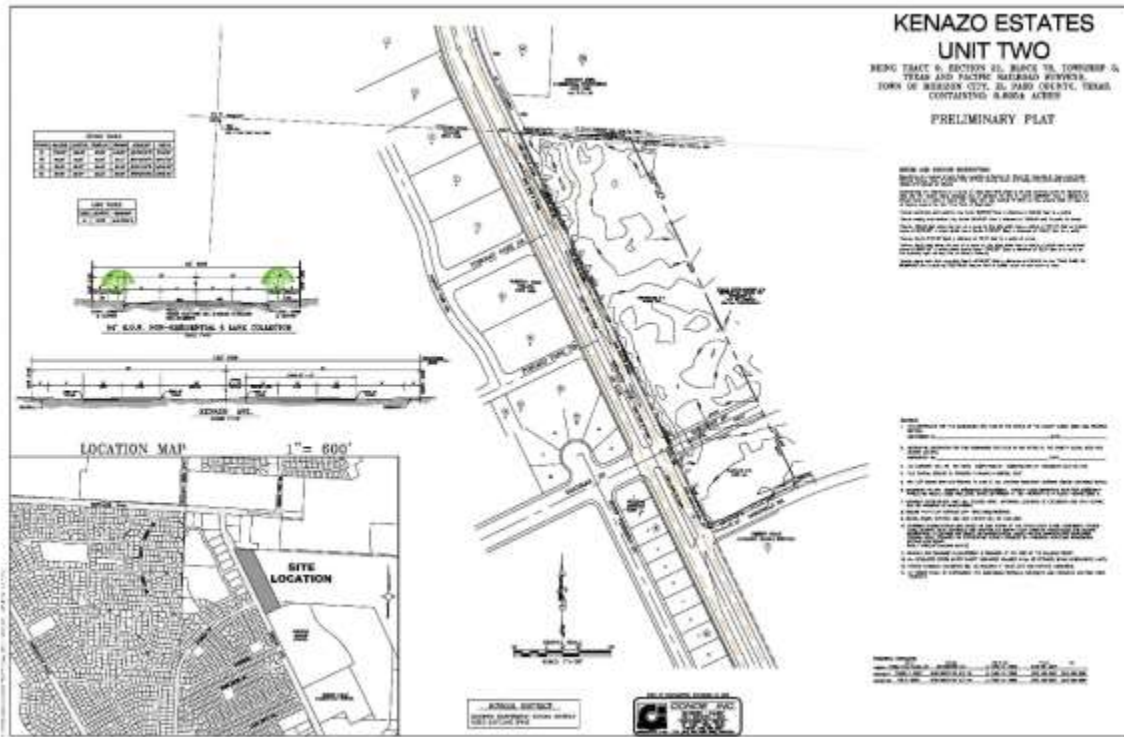
Kenazo Estates Unit Two



Attachment 7: Preliminary Plats
Kenazo Estates Unit One



Kenazo Estates Unit Two



ORDINANCE NO. 0286

AN ORDINANCE ADOPTING A ZONING CHANGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF HORIZON CITY, TEXAS; REZONING ONE PARCEL FROM PUD TO C-1; CONTAINING APPROXIMATELY 8.69 ACRES; BEING A PORTION OF SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS; SOUTH OF THE INTERSECTION OF KENAZO AVENUE AND EASTLAKE BOULEVARD; AND AUTHORIZING THE NOTATION OF THE CHANGE ON THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; AND PROPER NOTICE AND HEARING.

WHEREAS, an application was made to change a designated zone for a parcel of property as identified herein within the municipal limits of the Town of Horizon City; and

WHEREAS, said application was forwarded to and considered by the Town of Horizon City Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission has complied with all state and local laws affecting the changing of zones and held a public hearing to obtain public comments; and

WHEREAS, the Planning and Zoning Commission has recommended that the zoning on the parcel of property be rezoned to C-1 (Commercial); and

WHEREAS, the City Council of the Town of Horizon City ("City Council") seeks to promote safe, orderly and consistent use and development of real property; and

WHEREAS, the notice required by the Texas Local Government Code has been published in the official newspaper and given to adjacent property owners; and

WHEREAS, public hearings have been held by the City Council as required by law; and

WHEREAS, all written and oral protests (if any) submitted against the proposed zoning change have been reviewed and considered; and

WHEREAS, the City Council in its decision for rezoning finds that such rezoning is in the public interest of the Town of Horizon City, Texas; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good

government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Texas Local Government Code Chapter 211, the City is authorized to promulgate and enforce zoning regulations; and

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

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

I. REZONING

The zoning be changed from PUD (Planned Unit Development) to C-1 (Commercial) within the meaning of the Zoning Ordinance contained in Chapter 14 on the Horizon City Municipal Code, for approximately 8.69 acres, more or less, and legally described by Metes and Bounds Description, Exhibit "A" attached hereto and by reference included herein.

II. ZONING MAP

The zoning map for the Town of Horizon City shall be modified to include the zoning changes directed by this ordinance.

III. FINDINGS OF FACT

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

IV. REPEALER

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

V. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with

jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

VI. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ___ day of _____, 2022, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of the Town of Horizon City, Texas.

Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova
Theresa Cullen Cordova, Assistant City Attorney

First Reading: 01/11/2022
Second Reading: 02/08/2022

EXHIBIT A

December 3, 2021
(Parcel 1)
(Town of Horizon City)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

Commencing for reference at a Brass Disk City Monument at the centerline intersection of Kenazo Avenue and Glen Warner Blvd., from which a found ½" rebar with broken cap for the common corner of Sections 29, 30, 31 & 32, Block 78, Township 3, Texas and Pacific Railway Company Surveys bears, North 34°14'50" East a distance of 4505.02' feet; Thence North 24°58'32" West a distance of 4354.90 feet to a found ½" rebar with cap marked TX 5572 on the intersection of the easterly right of way line of Kenazo Ave and the common line of Sections 30 and 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys for the **"TRUE POINT OF BEGINNING"**

Thence along the common line of Sections 30 and 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys, South 87°03'40" East a distance of 342.02 feet to a set ½" rebar with cap marked TX 5152;


Thence leaving said line, South 25°45'46" East a distance of 1183.84 feet to a set ½" rebar with cap marked TX 5152; 5152 on the northerly line of Lot 1, Block 1, Horizon Middle / Desert Hills Subdivision as recorded in clerks file No. 20160084438, Real Property Records of El Paso County, Texas;

Thence along said line 275.71 feet along the arc of a curve to the left, which has a radius of 1711.67 feet a central angel of 09°13'44" a chord which bears, South 64°48'44" West a distance of 275.41 feet to a set ½" rebar with cap marked TX 5152;

Thence 38.90 feet along the arc of a curve to the right, which has a radius of 25.00 feet a central angle of 89°09'08" a chord which bears, North 70°17'48" West a distance of 35.09 feet to a set ½" rebar with cap marked TX 5152 on the easterly right of way line of Kenazo Avenue;

Thence along said right of way line, North 25°45'45" West a distance of 1320.32 to the **"TRUE POINT OF BEGINNING"** and containing 378,676 Sq. Ft. 8.69 acres of land more or less.

Note: A drawing of even date accompanies this description.

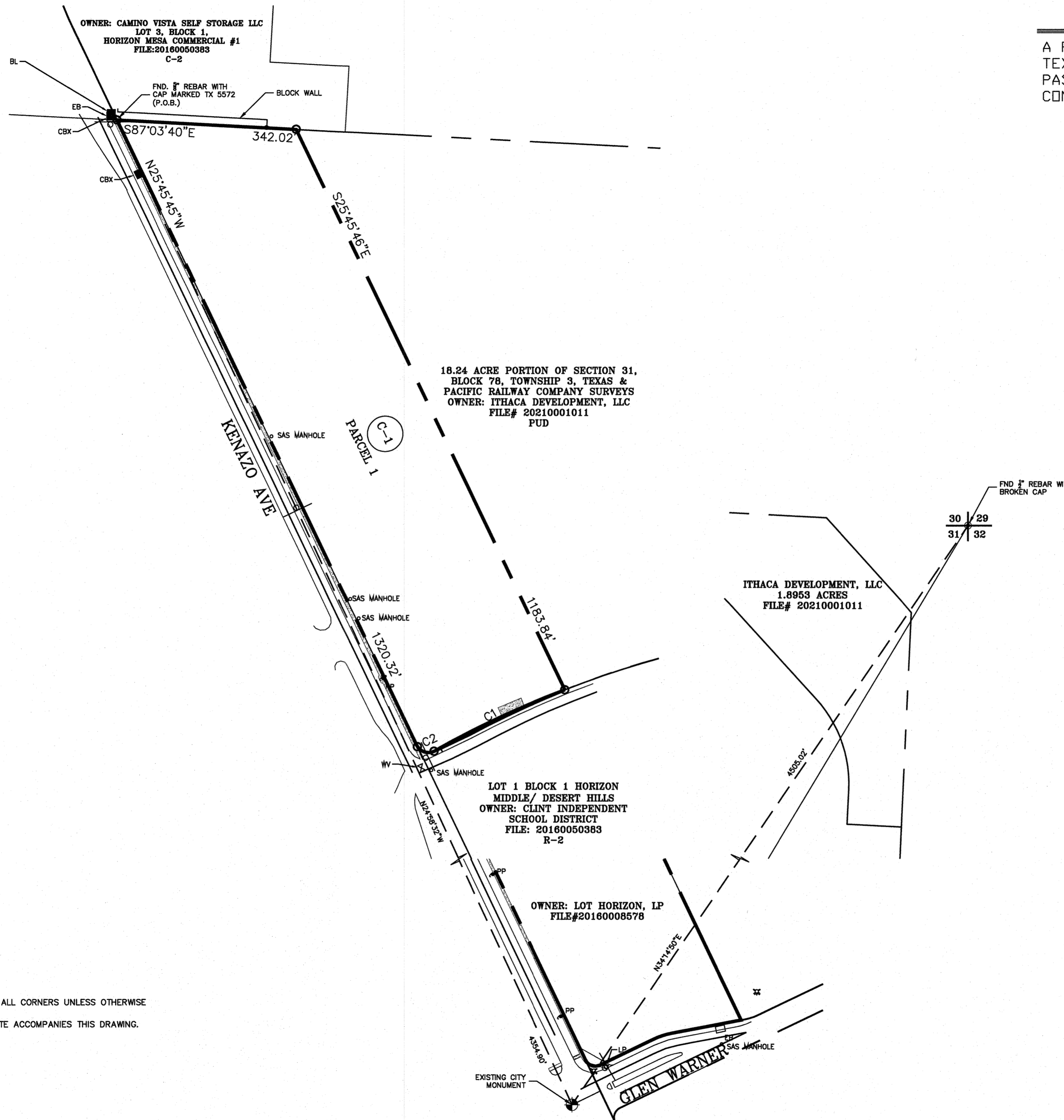

Ron R. Conde
R.P.L.S. No. 5152



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

ZONING PLAN

A PORTION OF SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS, TOWN OF HORIZON CITY, CONTAINING 378,676 SQUARE FEET OR 8.69 ACRES



SCALE: 1"=150'

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD	DELTA
C1	1711.67'	275.71'	275.41'	S84°48'44"W 09°13'44"
C2	25.00'	38.90'	35.09'	N70°17'48"W 89°09'08"

SYMBOL LEGEND	
⊙	FOUND CONTROL POINT
⊕	FOUND CITY MONUMENT
○	SET 1/2" REBAR W/CAP 5152
⊗	CALCULATED POINT (NOT SET)
⊙	SANITARY SEWER
⊕	WATER VALVE
⊕	ELECTRIC PULL BOX
⊕	POWER POLE
⊕	GUY WIRE
⊕	FIRE HYDRANT
⊕	TRAFFIC SIGN
⊕	CABLE BOX

PARCEL	ACRES	PROPOSED ZONING	EXISTING ZONING
I	8.69	C-2	PUD

NOTES:
 1. SET 1/2" REBAR WITH CAPS MARKED TX 5152 ON ALL CORNERS UNLESS OTHERWISE NOTED.
 2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

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



CERTIFICATION
 THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

Ron R. Conde
 RON R. CONDE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS LICENSE NO. 5152

ORDINANCE NO. 0287

AN ORDINANCE ADOPTING A ZONING CHANGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF HORIZON CITY, TEXAS; REZONING ONE PARCEL FROM PUD TO C-1; CONTAINING APPROXIMATELY 4.944 ACRES; BEING A PORTION OF SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS; NORTH OF THE INTERSECTION OF KENAZO AVENUE AND HORIZON BOULEVARD; AND AUTHORIZING THE NOTATION OF THE CHANGE ON THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; AND PROPER NOTICE AND HEARING.

- WHEREAS,** an application was made to change a designated zone for a parcel of property as identified herein within the municipal limits of the Town of Horizon City; and
- WHEREAS,** said application was forwarded to and considered by the Town of Horizon City Planning and Zoning Commission; and
- WHEREAS,** the Planning and Zoning Commission has complied with all state and local laws affecting the changing of zones and held a public hearing to obtain public comments; and
- WHEREAS,** the Planning and Zoning Commission has recommended that the zoning on the parcel of property be rezoned to C-1 (Commercial); and
- WHEREAS,** the City Council of the Town of Horizon City ("City Council") seeks to promote safe, orderly and consistent use and development of real property; and
- WHEREAS,** the notice required by the Texas Local Government Code has been published in the official newspaper and given to adjacent property owners; and
- WHEREAS,** public hearings have been held by the City Council as required by law; and
- WHEREAS,** all written and oral protests (if any) submitted against the proposed zoning change have been reviewed and considered; and
- WHEREAS,** the City Council in its decision for rezoning finds that such rezoning is in the public interest of the Town of Horizon City, Texas; and
- WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good

government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Texas Local Government Code Chapter 211, the City is authorized to promulgate and enforce zoning regulations; and

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

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

I. REZONING

The zoning be changed from PUD (Planned Unit Development) to C-1 (Commercial) within the meaning of the Zoning Ordinance contained in Chapter 14 on the Horizon City Municipal Code, for approximately 4.944 acres, more or less, and legally described by Metes and Bounds Description, Exhibit "A" attached hereto and by reference included herein.

II. ZONING MAP

The zoning map for the Town of Horizon City shall be modified to include the zoning changes directed by this ordinance.

III. FINDINGS OF FACT

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

IV. REPEALER

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

V. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with

jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

VI. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ___ day of _____, 2022, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of the Town of Horizon City, Texas.

Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova

Theresa Cullen Cordova, Assistant City Attorney

First Reading: 01/11/2022
Second Reading: 02/08/2022

EXHIBIT A

December 3, 2021
(Parcel 2)
(Town of Horizon City)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land, being a portion of Section 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by Metes and Bounds as follows:

Commencing for reference at Brass Disk City Monument at the centerline intersection of Kenazo Avenue and Glen Warner Blvd. from which a found ½” broken cap for the common corner of Sections 29, 30, 31 and 32, Block 78, Township 3, Texas and Pacific Railway Company Surveys bears, North 34°14’50” East a distance of 4505.02’ feet; Thence along the centerline of Glen Warner Blvd., North 64°14’10” East a distance of 60.00 feet to a point on the northeasterly right of way line of Kenazo Avenue; Thence along said right of way line, North 25°45’27” West a distance of 65.00 feet to a set ½” rebar with cap marked TX 5152 for the **“TRUE POINT OF BEGINNING”**

Thence along said right of way line, North 25°45’27” West a distance of 689.13 feet to a set x chiseled on concrete sidewalk on the southerly line of Lot 2, Block 1, Horizon Middle / Desert Hills Subdivision as recorded in clerks file No. 20160084438, Real Property Records of El Paso County, Texas;

Thence along said line, North 64°01’09” East a distance of 260.37 feet to a set ½” rebar with cap marked TX 5152;

Thence leaving said line, South 87°04’05” East a distance of 45.18 feet to a set ½” rebar with cap marked TX 5152;

Thence, South 25°45’27” East a distance of 728.04 feet to a set ½” rebar with cap marked TX 5152 on the northerly right of way line of Glen Warner Blvd. as shown on plat of West Eastlake Estates as recorded in clerks file no. 20170024159, Real Property Records of El Paso County, Texas ;

Thence along said right of way line, South 79°10’03” West a distance of 135.53 feet to a set ½” rebar with cap marked TX 5152 for a point of curve;

Thence along said right of way line, 36.22 feet along the arc of a curve to the left which has a radius of 139.00 feet a central angle of 14°55’48” a chord which bears South 71°42’09” West a distance of 36.12 feet to a set ½” rebar with cap marked TX 5152;

Thence along said right of way line, South 64°14'10" West a distance of 113.23 feet to a set ½" rebar with cap marked TX 5152 for a point of curve;

Thence along 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 a central angle of 90°00'42" a chord which bears North 70°45'29" West a distance of 28.28 feet to the **TRUE POINT OF BEGINNING**" and containing 215,350 Sq. Ft. 4.9437 acres of land more or less.

Note: A drawing of even date accompanies this description.



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



job #921-19

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

ZONING PLAN

A PORTION OF SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS. TOWN OF HORIZON CITY, CONTAINING 215,350 SQUARE FEET OR 4.9437 ACRES



LINE TABLE		
LINE	LENGTH	BEARING
L1	60.00'	N64°14'10"E
L2	65.00'	N25°45'27"W
L3	45.18'	S87°04'05"E
L4	135.53'	S79°10'03"W
L5	113.23'	S64°14'10"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	139.00'	36.22'	36.12'	S71°42'09"W	14°55'48"
C2	20.00'	31.42'	28.28'	N70°45'29"W	90°00'42"

SCALE: 1"=100'

LOT 2, BLOCK 1, HORIZON MIDDLE/ DESERT HILLS SUBDIVISION
OWNER: CLINT INDEPENDENT SCHOOL DISTRICT
FILE#20160084438

ITHACA DEVELOPMENT, LLC
1.8953 ACRES
FILE# 20210001011

PORTION OF SECTION 31, BLOCK 78, TOWNSHIP 3, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS
ITHACA DEVELOPMENT, LLC
FILE# 20210001011

OWNER: LOT HORIZON, LP
FILE#20160008578

FND 1/2" REBAR WITH BROKEN CAP
30 | 29
31 | 32

PARCEL	ACRES	PROPOSED ZONING	EXISTING ZONING
2	4.9437	C-2	PUD

NOTES:
1. SET 1/2" REBARS WITH CAPS MARKED TX 5152 ON ALL CORNERS UNLESS OTHERWISE NOTED.
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

SYMBOL LEGEND	
⊙	FOUND CONTROL POINT
⊕	FOUND CITY MONUMENT
○	SET 1/2" REBAR W/CAP 5152
☆	LIGHT POLE
⊙	SANITARY SEWER
⊞	ELECTRIC PULL BOX
⊞	POWER POLE
⊞	GUY WIRE
⊞	FIRE HYDRANT
⊞	TRAFFIC SIGN

KENAZO AVE.

GLEN WARNER BLVD
FILE# 20170024169

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



CERTIFICATION
THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5152



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: January 31, 2022

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On the preliminary plat application for Horizon Crossing Unit Three (#SUB002492-2021), legally described as being a portion of C.D. Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas. Containing 19.469 +/- acres. Application submitted by Conde Inc.

On January 17, 2022, the Planning and Zoning Commission voted unanimously to recommend approval of the preliminary plat application for the Horizon Crossing Unit Three subdivision with the following conditions:

- All staff comments shall be addressed prior to City Council action, to include:
 - The proposed 50' Private Driveway, Utility, and Drainage Easement shall be recorded prior to the plat being recorded and the instrument number shall be provided on the face of the recording plat.

Staff continues to work with the developer on a Developer Participation Agreement for the maintenance of the ponding are that will serve this commercial development and the adjacent residential development. Such agreement will be presented with the final plat when it is scheduled for City Council action.

The applicant has submitted a revised plat that addresses all staff comments; therefore, staff recommends approval of the preliminary plat.

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



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: SUB002492-2021
Horizon Crossing - Unit Three

Application Type: **Preliminary Plat Subdivision**

P&Z Hearing Date: January 17, 2022

Staff Contact: Michelle Padilla, Planning Director
 915-852-1046; mpadilla@horizoncity.org

Address/Location: Abutting Horizon Blvd. and Horizon Crossing St.

Legal Description: Horizon Crossing - Unit Three
 Being A portion of C D STEWART SURVEY #321 (19.469 ACRES)
 El Paso County, Horizon City, Texas

Property Owner: Camino Real Investment Properties LLC

Applicant: Camino Real Investment Properties LLC

Nearest Park: Corky Park

Nearest School: Horizon High School

SURROUNDING PROPERTIES:

N	A-2 (Multi-Family Residential) and C-1 and C-2 (Commercial)	Multi-Family Residential and Commercial
E	C-2 (Commercial)	Walmart
S	R-2 (Residential)	Vacant
W	C-2 (Commercial)	Hospital

LAND USE AND ZONING:

Land Use	Vacant
Zoning	C-2 Commercial

Application Description:

Preliminary Subdivision:

The applicant is requesting to subdivide approximately 19.469 acres of land. The proposed subdivision includes 4 lots for commercial development, the smallest lot measuring approximately 151,105.41 square feet and the largest lot measuring approximately 264,408.72 square feet in size. The lots will have perpetual access via a 50' wide private driveway, utility, and drainage easement. A portion of the proposed subdivision was rezoned from R-9/CO to Commercial (C-2) on June 8, 2021 (Ordinance 0269).

Staff Recommendation:

Staff recommends **APPROVAL** of the preliminary plat with the following conditions:

- All staff comments shall be addressed prior to City Council action.

Planning Division Comments:

1. The proposed 50' Private Driveway, Utility, and Drainage Easement shall be recorded prior to the plat being recorded and the instrument number shall be provided on the face of the recording plat. The easement document shall be submitted for review before it is recorded.
2. The developer is proposing to utilize a future stormwater pond in Horizon Town Center Unit Four, a residential development, to address the drainage from this commercial development. Typically, staff recommends that the City Council only accept that future stormwater pond for maintenance as a public improvement if at least 50% of the runoff into the pond is from residential developments. Staff is working on the developer on an agreement to address this.

Public Works Director Comments:

HORIZON CROSSING U-3

PRELIMINARY PLAT

1st Review 12/22/2021

1. Drainage flow arrows show water draining into another property at southwest side. The adjacent pond should be shown along with the corresponding watershed areas and calculations or add a note referencing the master drainage plan.

(See Ordinance No.0035 4.2.2.5 (7c.) and 4.2.2.6 (8c.) and 4.2.2.6 (8d.) and 4.2.2.7 (9))

2. Show existing and proposed drainage flow arrows. Provide Ponding information. Show watershed areas with pond capacity calculations. Will these lots drain into the proposed pond (if so, add a note stating the lots will drain into HTC-3 AND U-4) or will they be on-site ponding lots?

(See Ordinance No.0035 4.2.2.5 (7c.) and 4.2.2.6 (8c.) and 4.2.2.6 (8d.) and 4.2.2.7 (9))

3. If the lots will be required to be onsite ponding, add this information to the notes OR reference comment 1 AND 2.

4. Provide Instrument number for 50' Private Access R.O.W. and Utility and Drainage Easement.

5. Provide easements around or front of each lot.

Town Engineer Comments:

Horizon Crossing Unit Three

Summary of Recommended Conditions for Preliminary Plat Approval:

The Town Engineer recommends the following:

1. The drainage flow arrows show that runoff is being directed toward Horizon Crossing, the runoff from the commercial area shall be contained on site and not directed towards public rights-of-ways.
- ~~2. Include all utilities on the face of the plat in the legend, i.e. gas, comm, etc.~~
- ~~3. Match Metes and Bounds to face of Plat.~~

of Town Center Dr. and Mar Vista Pl. bears, South 86°43'32" East a distance of 1043.05 feet; thence along the centerline of Horizon Crossing

4. Indicate size of all existing utilities shall be shown for all utilities on preliminary plats. *Provide utility sizes for the utilities shown in the Wal-Mart Supercenter Addition and Horizon Crossing Unit 1 Subdivisions to the northeast of the proposed subdivision.*
5. Drainage for commercial parcels are to be contained within their boundaries. Plat indicates that runoff is to be directed towards ponds in Horizon Town Center Unit 4 and Horizon Town Center Unit 3. Provide temporary drainage facilities for the commercial development. The Town will only recommend the acceptance of the ponding facility if residential drainage is at least 50% of the total volume.
6. *Add a revision date to face of plat.*

El Paso 9-1-1 District Comments:

The 911 District has recommended proposed addresses to be changed. A revised plat dated 11 Jan 2022 was sent to the District with the addresses and they approved.

El Paso County Comments:

EP County requested clarification on the drainage from the southern lots fronting Horizon Crossing Street. They asked if the drainage will be accepted in off-site retention ponds. The City's Public Works Director provided the requested information and no other comments were provided.

El Paso Electric Comments:

El Paso Electric requests that the developer submit for an approved permit. Utility letters submitted with the subdivision application indicate Horizon Crossing Unit 2. Staff has requested that all utility letters be updated and submitted with the correct project reference as Horizon Crossing Unit Three.

School District Comments:

The Socorro Independent School District has reviewed Horizon Crossing Unit Three. This subdivision is within the service area of Horizon Heights Elementary, Colonel John Ensor Middle and Eastlake High.

Clint Independent School District has no comments, this subdivision is not within Clint ISD's jurisdiction.

TxDOT Comments:

TxDOT is requesting for the applicant to submit their grading and drainage plans to TxDOT for review prior to improvements or construction begins provided the properties abut Horizon Blvd., a TxDOT right-of-way.

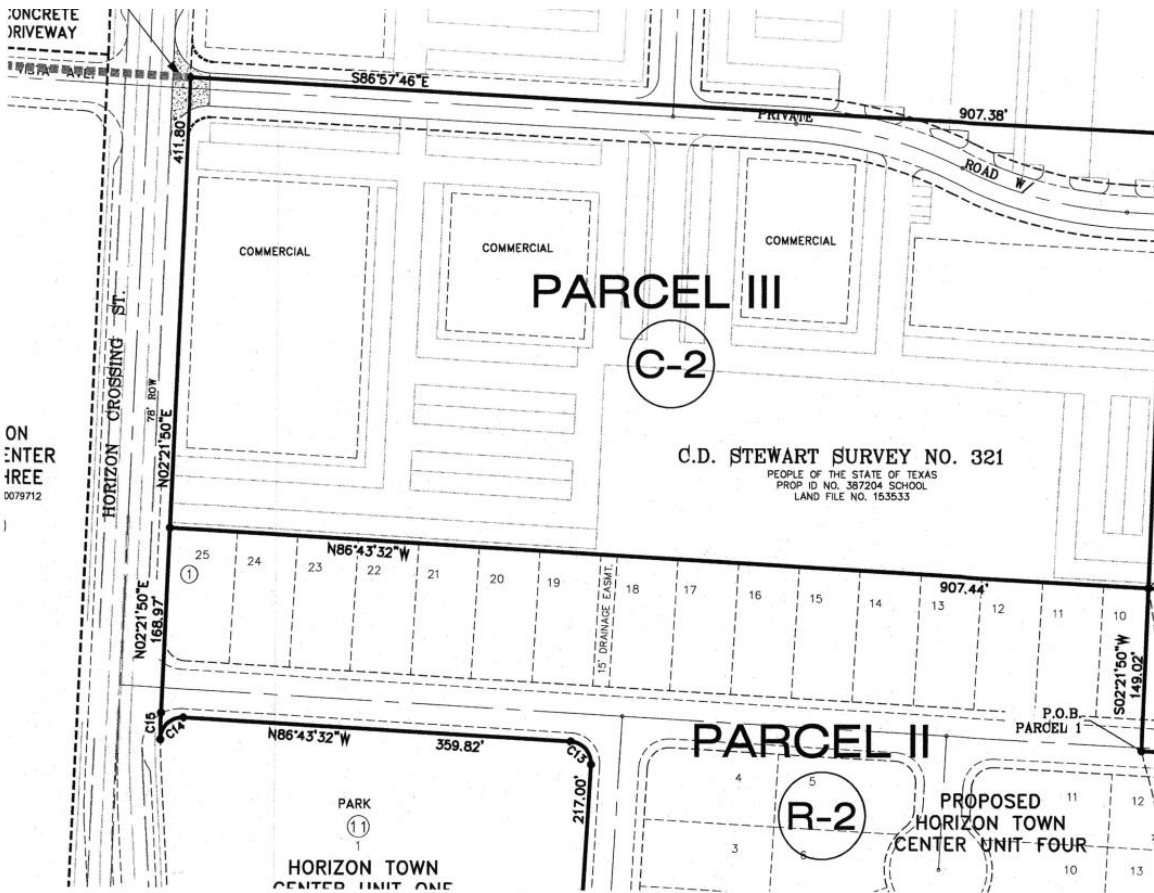
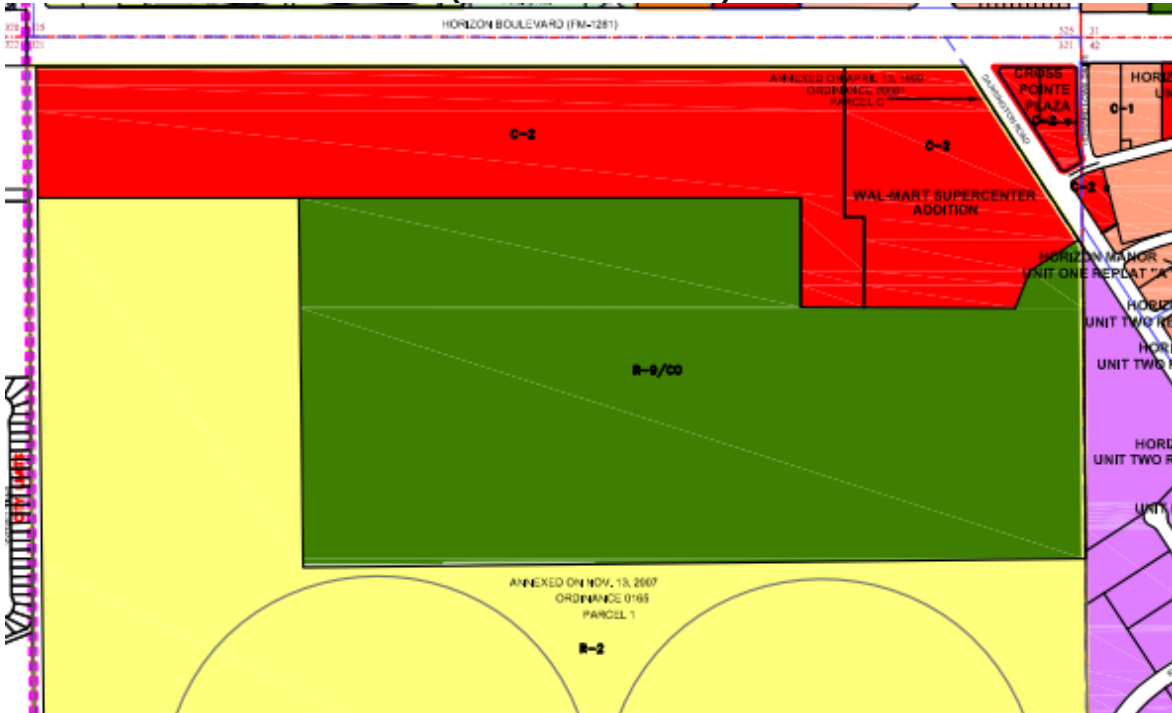
El Paso Central Appraisal District Comments:

The EPCAD approves this development.

Attachments:

- 1 – Zoning Designation**
- 2 – Aerial Map**
- 3 – Location Map**
- 4 – Application**
- 5 – Preliminary Plat**

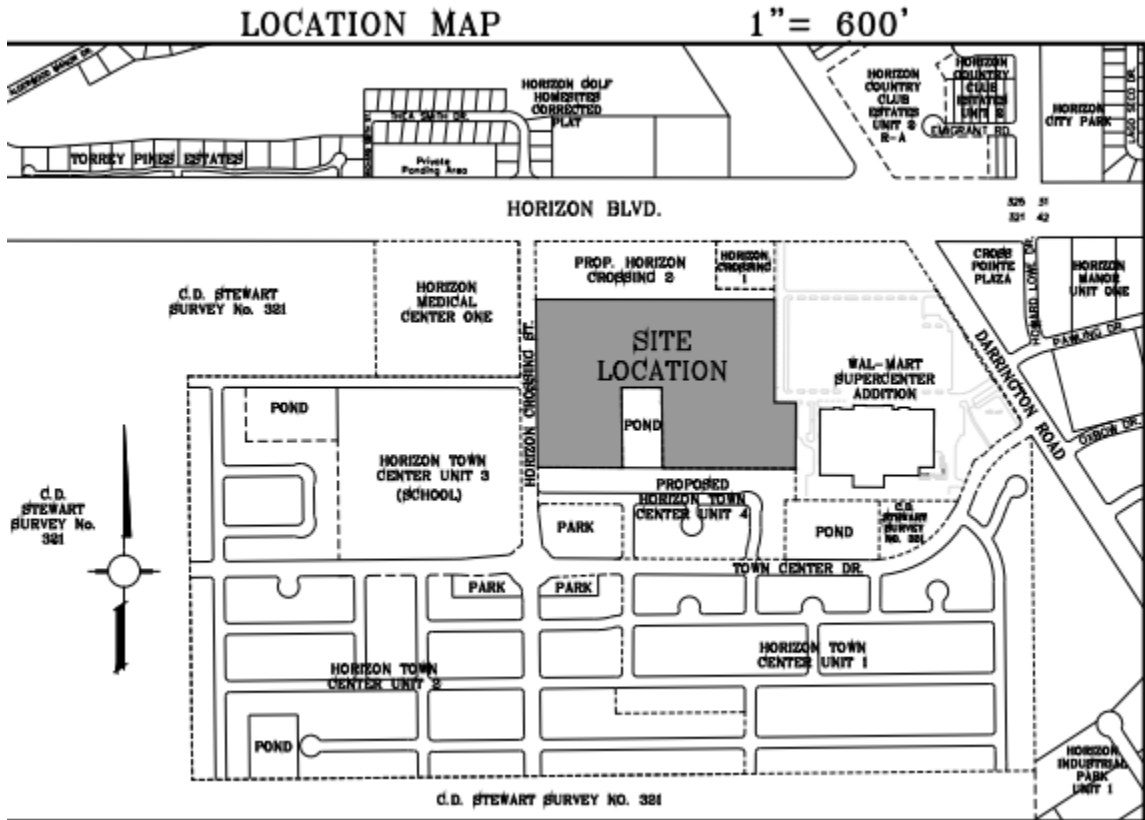
**Attachment 1: Zoning Designation
(See Ordinance 0269)**



Attachment 2: Aerial



Attachment 3: Location Map



Attachment 4: Application

SUBD002492-2021



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

**MAJOR SUBDIVISION
 PRELIMINARY APPLICATION**

SUBDIVISION PROPOSED NAME: HORIZON CROSSING UNIT THREE SUBMITTAL DATE: 12/17/2021

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

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	_____	_____	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	_____	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	_____	_____
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK (Min 1 acre)	_____	_____	Existing Private ROW	_____	_____
SCHOOL	_____	_____	Utility & Drainage Easement	<u>1.726</u>	_____
COMMERCIAL	<u>17.726</u>	<u>4</u>	TOTAL NO. SITES	<u>5</u>	_____
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>19.469</u>	_____

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? C-2 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 N/A

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

6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Lot to street to drainage structures

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

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

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

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

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

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

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

14. OWNER OF RECORD Camino Real Investment Properties, LLC 6080 Surety Dr. Ste. 300 El Paso, TX 79905 915-592-0290
(NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER Camino Real Investment Properties, LLC 6080 Surety Dr. Ste. 300 El Paso, TX 79905 915-592-0290
(NAME & ADDRESS) (EMAIL) (PHONE)

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

17. APPLICANT Camino Real Investment Properties, LLC 6080 Surety Dr. Ste. 300 El Paso, TX 79905 915-592-0290
(NAME & ADDRESS) (EMAIL) (PHONE)

18. REP/POINT OF CONTACT Conrad Conde 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@condeinc.com -592-0283
(NAME & ADDRESS) (EMAIL) (PHONE)

NOTE:
 Applicant is responsible for all expenses incurred by the City in connection with the Preliminary Plat approval request, including but not limited to attorney's fees, engineering fees and publication. Charges exceeding deposit will be invoiced separately. Initials 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 | Application Fee: \$100

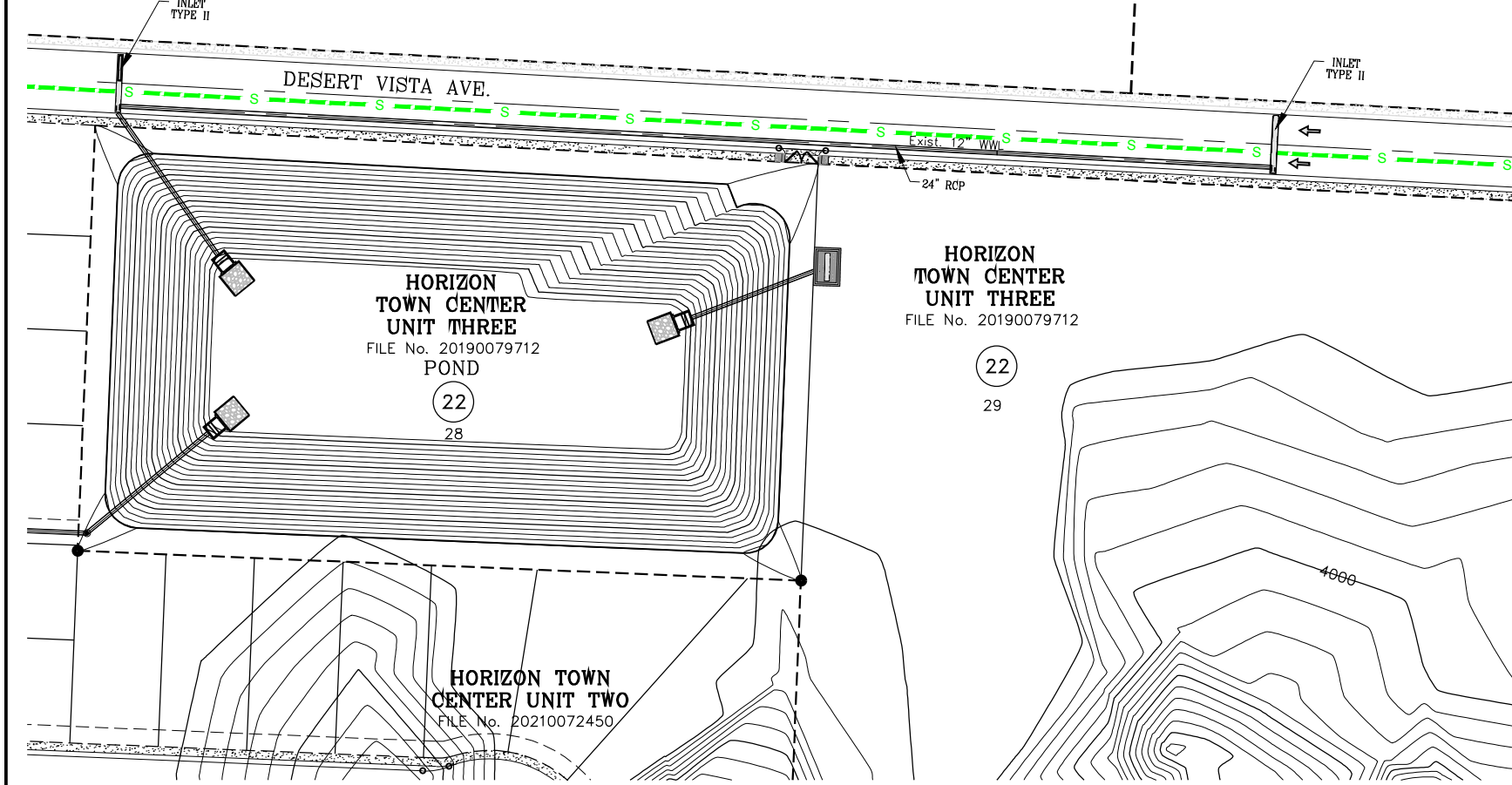
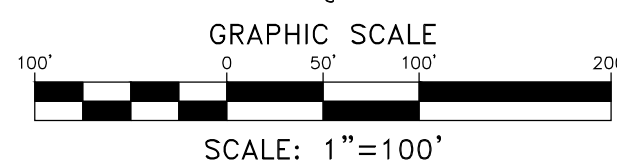
HORIZON CROSSING UNIT THREE

BEING A PORTION OF C.D STEWART SURVEY NO. 321,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS
CONTAINING: 19.469 ACRES

PRELIMINARY PLAT

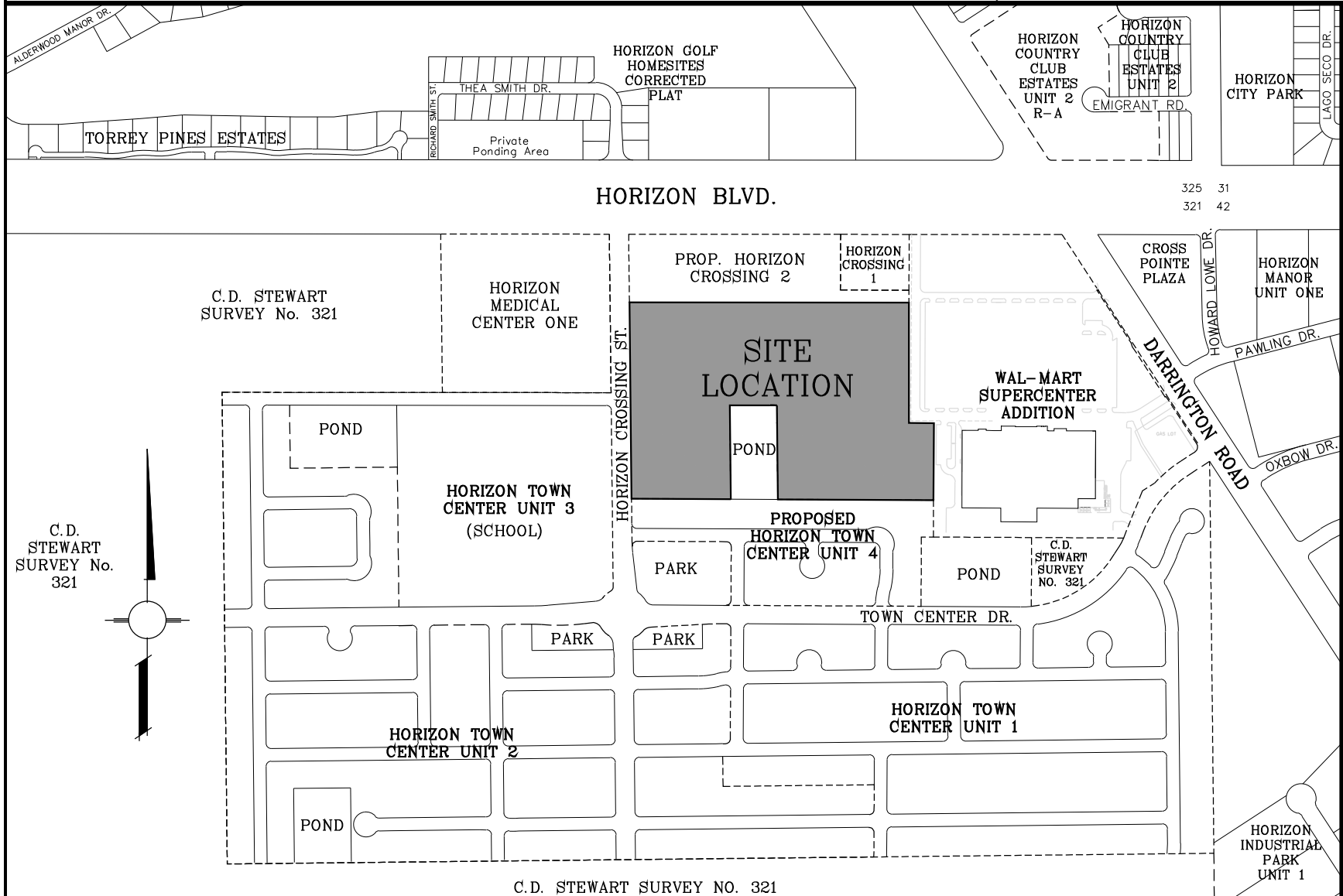
CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	375.00'	39.79'	19.92'	39.78'	N83°52'33"W	6°04'49"
C2	400.00'	160.42'	81.30'	159.35'	N75°28'26"W	22°58'42"
C3	400.00'	168.87'	80.50'	157.83'	S75°21'46"E	22°45'22"
C4	425.00'	168.80'	85.53'	167.69'	S75°21'46"E	22°45'22"
C5	375.00'	110.59'	55.70'	110.19'	N72°26'04"W	16°53'49"
C6	20.00'	31.65'	20.24'	28.45'	S47°42'01"W	90°40'22"
C7	20.00'	31.18'	19.77'	28.12'	S42°17'59"E	89°19'38"
C8	10.00'	15.83'	10.12'	14.22'	N47°42'01"E	90°40'22"
C9	10.00'	15.59'	9.88'	14.06'	N42°17'58"W	89°19'38"
C10	10.00'	15.83'	10.12'	14.22'	S47°42'02"W	90°40'24"
C11	10.00'	15.59'	9.88'	14.06'	S42°17'59"E	89°19'38"
C12	425.00'	170.44'	86.38'	169.30'	N75°28'28"W	22°58'38"
C13	375.00'	148.94'	75.46'	147.96'	S75°21'46"E	22°45'22"

LINE TABLE		
LINE	LENGTH	BEARING
L1	39.00'	S86°57'48"E
L2	25.00'	N02°21'50"E
L3	39.00'	S87°38'10"E



LOCATION MAP

1" = 600'



SYMBOL LEGEND	
	SET 1/2" REBAR W/CAP TX 5152
	FOUND TX DOT BRASS DISK
	SANITARY SEWER MANHOLE
	GUY WIRE
	STREET SIGN
	POWER POLE
	TRAFFIC LIGHT
	WATER VALVE
	FIRE HYDRANT
	OVER HEAD ELECTRIC
	WATER LINE
	SEWER LINE
	CABLE LINE
	TELEPHONE LINE
	GAS LINE
	DRAINAGE AREA
	DRAINAGE FLOW

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 Mar Vista Pl. bears, South 86°43'32" East a distance of 1043.05 feet; thence along the centerline of Horizon Crossing St., North 02°21'50" East a distance of 465.44 feet to a point; thence leaving said centerline South 87°38'10" East a distance of 39.00 feet to a point on the easterly right-of-way line of Horizon Crossing St. as referenced on plot of Horizon Town Center Unit One, Recorded in Clerks 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 02°21'50" East a distance of 792.60 feet to a point;

Thence leaving said right of way line, South 86°57'46" East a distance of 1128.71 feet to point on the westerly boundary line of Walmart Super Center Addition as recorded in clerks file no. 20120091184;

Thence along said boundary line these following 3 courses:

1. South 03°02'12" West a distance of 486.46 feet to a point;
2. South 86°43'07" East a distance of 100.62 feet to a point;
3. South 03°13'36" West a distance of 310.70 feet to a point;

Thence leaving said boundary line, North 86°43'32" West a distance of 616.53 feet to a point;

Thence, North 02°21'50" East a distance of 377.17 feet to a point of curve;

Thence, 39.79 feet along the arc of a curve to the left which has a radius of 375.00 feet on interior angle of 06°04'49"; a chord which bears North 83°55'23" West a distance of 39.78 feet to a point;

Thence, North 86°57'48" West a distance of 162.32 feet to point;

Thence, South 02°21'50" West a distance of 378.44 feet to a point;

Thence, North 86°43'32" West a distance of 400.45 feet to the "TRUE POINT OF BEGINNING" and containing 848,063.72 Square Feet or 19.469 acres of land more or less.

NOTES:

1. TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. _____ DATE _____
2. RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. _____ DATE _____
3. LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
4. "U.S. POSTAL SERVICE DELIVERY WILL BE PROVIDED THROUGH NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS".
5. SET 1/2" REBAR WITH CAP MARKED TX 5152 AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
6. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO 480212-2508 AND 2378, DATED SEPTEMBER 4, 1991 PROPERTY IS IN FLOOD HAZARD ZONE X.
7. BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE 4203, NAD 83.
8. VERTICAL DATUM IS NAVD 88 AS DETERMINED BY GPS OBSERVATIONS AT NGS STATION V 1384 ELEVATION=3655.47.
9. PROVIDED CERTIFICATION THAT ALL UTILITIES HAVE APPROVED LOCATIONS OF EASEMENTS AND THAT SERVICE WILL BE PROVIDED TO DEVELOPMENT.
10. ENSURE THAT PLAT COMPLIES WITH TBPLS REQUIREMENTS.
11. GRADING PLAN REQUIRED FOR EACH LOT AT THE TIME OF THE BUILDING PERMIT.
12. STORM SEWER AND PRIVATE PONDS FOR COMMERCIAL PARCELS TO BE MAINTAINED PRIVATELY.
13. ALL 50' PRIVATE DRIVEWAYS WILL BE CONSTRUCTED AND MAINTAINED BY THE DEVELOPER.
14. ALL COMMERCIAL LOTS HAVE ACCESS BY WAY OF THE 50' PRIVATE DRIVEWAY, UTILITY AND DRAINAGE EASEMENT INST. No. _____
15. DIRECT ACCESS WILL BE ALLOWED AT HORIZON BLVD BY A 50' PRIVATE DRIVEWAY, UTILITY AND DRAINAGE EASEMENT INST. No. _____

DATE SUBMIT PRELY & FINAL PLAT	12/18/21
REV. DATE:	COMMENTS:
01/03/22	Public Works & Town Engineer Comments
01/11/22	Rev. Address as per 911 comments

DATE OF PREPARATION: DECEMBER 18, 2021

CONDE INC.
ENGINEERING / PLANNING
GIS / SURVEYING / CAD
6080 SURETY DR. STE 100
EL PASO, TEXAS 79905
PHONE: (915) 592-0286
FAX: (915) 592-0286

PRINCIPAL CONTACTS:					
Name	Address	City & Zip	Phone	Fax	
OWNER:	CAMINO REAL INVESTMENT PROPERTIES, LLC	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

SCHOOL DISTRICT
SOCORRO INDEPENDENT SCHOOL DISTRICT
12300 EASTLAKE DRIVE



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: January 31, 2022

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a request to authorize the Mayor to execute a Personal Services Contract with Jose S. Gallardo for Inspection and Plan Review Services.

This contract allows the City to utilize Mr. Gallardo for on-call inspection and plan review services. Mr. Gallardo is a certified plumbing inspector and in 2021, he retired from the Town of Horizon City where he served as a Building Inspector for over 15 years. These services will provide staff with additional resources to address the influx of construction that is expected over the next few years. Staff recommends approval of this contract.

The proposed three-year contract is attached for your review.

RESOLUTION

Town of Horizon City

WHEREAS, the **Town of Horizon City**, (“City”) a Texas municipal corporation is authorized to contract for goods and services to fulfill the mission of the City;

WHEREAS, pursuant to Section 252.022(4) of the Texas Local Government the procurement of personal services is exempt from the requirement of competitive bidding or competitive proposals;

WHEREAS, the City desires to obtain personal services for inspection and plan review from **Jose S. Gallardo**;

WHEREAS, **Jose S. Gallardo** has the experience and expertise necessary to perform the personal services the City requires, holds the necessary licenses and certifications required to legally perform the services and is willing to undertake the work pursuant to the terms and conditions contained in the attached **Contract for Inspection and Plan Review Services** attached to this Resolution;

NOWTHEREFORE, the City Council authorizes the Mayor to sign the **Contract for Inspection and Plan Review Services** to procure the personal services of **Jose A. Gallardo**.

Approved the _____ day of _____, 2022 at a duly held meeting of the Town of Horizon City Council.

Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM

By: _____
Sylvia Borunda Firth
Assistant City Attorney

CONTRACT FOR INSPECTION AND PLAN REVIEW SERVICES

This Contract for Inspection and Plan Review Services (“Contract”) is made by and between **The Town of Horizon City, Texas (“City”)** and **Jose S. Gallardo (“Inspector”)**.

WHEREAS, the City desires to engage the services of an individual to provide inspection and plan review services;

WHEREAS, Inspector is a duly trained and licensed inspector and plan reviewer authorized to act in that capacity in the State of Texas;

WHEREAS, the parties agree that Inspector can provide inspection and plan review services as an independent contractor and in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises herein contained the parties agree as follows:

- 1. Scope of Services.** Inspector will perform residential and commercial building inspections and plan review services on an on-call, as needed basis within the territorial limits of the Town of Horizon City, Texas.
- 2. Time for performance of Services** Inspector understands his role is as back-up for the City’s fulltime inspector and agrees to be available during vacation or other absence or unavailability of the full-time inspector of the City. This Contract is not exclusive. The City does not make any representation regarding the volume of services it will procure during the term of this Contract. Inspector agrees to be able to perform any requested inspections within 24 hours of notification that an inspection is needed. Inspector agrees to pick up plans for his review within 24 hours of notification and complete his plan review within five (5) business days of obtaining such plans.
- 3. Applicable Law.** All plan reviews and inspections shall be performed to ensure compliance with applicable City and State of Texas codes and ordinances, and technical codes adopted by the City. Inspector agrees that he will consult with the City’s Planning Director, or her designee, to resolve any issue of the proper interpretation and application of such ordinances and codes during the course of his work.
- 4. Inspector’s Qualifications.** Inspector shall maintain, at his expense, all licenses required by the State of Texas for the lawful performance of his duties as an inspector and plan checker. He agrees to keep the licenses up to date, to notify the City of any change in status to any license and to provide a copy of his current license(s) to the City. In the even the Inspector loses the license(s) necessary for him to lawfully

perform the services required by this Contract he shall immediately notify the City and this Contract will be terminated.

5. Term of Contract. This contract shall be effective on the date approved and executed by the City and shall remain in full force and effect until January 30, 2025, unless terminated in accordance with paragraph 6 below.

6. Termination. Either party may terminate this contract by giving the other party thirty (30) days prior written notice. Notices required herein shall be mailed, postage prepaid, to the following:

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

INSPECTOR: Jose S. Gallardo

El Paso, Texas 799__

7. Compensation. The Inspector shall receive the following compensation for services provided:

Building Inspection	\$30.00
Re-inspection	\$30.00
Plan Review	\$30.00/ 1 hour minimum

Inspector is required to submit a written detailed invoice describing the services rendered in order to receive compensation. Invoices for services are to be submitted within 30 days of the date services are rendered.

8. Vehicle. The Inspector shall acquire and maintain a suitable motor vehicle during the term of this Contract, which shall be available for the Inspector's exclusive and unrestricted use in the performance of his duties. The Inspector shall be responsible for paying all liability, property damage and comprehensive insurance coverage upon such motor vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said motor vehicle. No mileage fee will be assessed The vehicle may be used by the Inspector for his own personal use.

9. Independent Contractor. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Inspector. The parties agree the Inspector is an independent contractor. Inspector,

for the consideration above expressed, does hereby agree to perform the services as an independent contractor to the best of the Inspector's ability.

Inspector shall be responsible for payment of all income and other taxes that may arise as a result of the receipt of payment pursuant to this Contract.

10. Texas Tort Claims Act. The Inspector expressly agrees that, in all things relating to this Contract, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Inspector further expressly agrees that every act or omission of the City which, in any way, pertains to or arises out of this Contract falls within the definition of a governmental function.

11. Energy Company Boycotts. The Inspector represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract

12. Firearm Entities and Trade Associations Discrimination. The Inspector verifies that: it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract.

13. Foreign Terrorist Organizations. The Inspector represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

14. Immigration Laws. Inspector agrees to comply with the Immigration Reform and Control Act. **Inspector** agrees to complete all necessary forms or documents including Form W-9 within three days of execution of this contract.

15. Texas Law to Apply. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue shall be El Paso County, Texas.

16. Entities that Boycott Israel. The Inspector represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract.

17. Legal Construction. In case any part or provision contained in this contract shall, for any reason, be held to be invalid, illegal, or unenforceable by a court in any respect, such invalidity, illegality, or unenforceability shall not destroy this

contract and this contract shall be construed and enforced as if the offending part or provision were not part of this Contract.

18. Entire Contract. The Contract embodies the entire Contract between the parties and cannot be amended except by a written document signed by both parties.

19. Non-Assignable. Neither party may assign their respective interest in this Contract. Any attempt to assign the obligations or benefits of this Contract shall be void. Inspector may not permit anyone besides him to perform the services he has agreed to provide to the City. Any attempt to do so will be an event of default under this Contract and the City may, at its option terminate the Contract immediately without prior notice.

SIGNED this _____ day of February ____, 2022.

Town of Horizon City, Texas

By: _____
Ruben Mendoza, Mayor

Inspector/Independent Contractor

Jose S. Gallardo



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: February 3, 2022

To: Honorable Mayor and Members of City Council

From: Michelle Padilla, Planning Director

SUBJECT: On a request to authorize the Mayor to execute a Personal Services Contract with Kristi Borden for Grant Writing Services.

The City and the Horizon Economic Development Corporation have identified a need for on-call grant writing services to assist with identifying funding opportunities and preparing applications for such opportunities. Ms. Borden has conducted similar services for other public and non-profit agencies to include groups from the Horizon City area. The proposed contract is for a one-year term and the consultant will bill only for the hours spent on these services.

Attached for your review is the Draft Agreement as proposed.

RESOLUTION
Town of Horizon City

WHEREAS, the **Town of Horizon City**, (“City”) a Texas municipal corporation is authorized to contract for goods and services to fulfill the mission of the City;

WHEREAS, pursuant to Section 252.022(4) of the Texas Local Government the procurement of personal services is exempt from the requirement of competitive bidding or competitive proposals;

WHEREAS, the City desires to obtain personal services for grant writing from **Kristi Borden**; competitive proposals;

WHEREAS, **Kristi Borden** has the expertise and resources necessary to assist the EDC staff with identifying potential grant funding opportunities for the EDC and writing grant proposals for federal and state agencies and other potential funding sources and is willing to undertake such work pursuant to the terms and conditions contained in the attached **Contract for Grant Writing Services**;

WHEREAS, the EDC works with the Town of Horizon City on economic development projects for the benefit of the community, and would like to have the ability to jointly submit grant proposals;

WHEREAS, to expedite those projects, the parties would like to sign one contract so that either the EDC or the Town of Horizon City can initiate a project with the grant writer and work in collaboration to complete applications together;

NOWHEREFORE, the City Council authorizes the Mayor to sign the **Contract for Grant Writing Services** to procure the personal services of **Kristi Borden**.

Approved the _____ day of _____, 2022 at a duly held meeting of the Town of Horizon City Council.

Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM

By: _____
Sylvia Borunda Firth
Assistant City Attorney

CONTRACT FOR GRANT WRITING SERVICES

This Contract is made and effective the _____ day of _____, 2022 by and between The Town of Horizon City (“City”) and the Horizon City EDC (“EDC”) (collectively referred to as “Client”) and the Contractor identified below.

WHEREAS, the Clients are legally authorized to enter into personal services contracts with individuals to provide personal services on an as-needed basis;

WHEREAS, both the City and the EDC have need for grant writing services from time to time;

WHEREAS, grant applications often have very quick deadlines, and the Client would like to have a grant writer available on-call to provide services in accordance with the terms of this Contract; and

WHEREAS, Contractor is an experienced grant writer and is willing to provide said services in accordance with the terms and conditions specified below.

CONTRACTOR

Contractor: _____
TAX ID# _____
Having its principal place of business at: _____
Address: _____
City, State, Zip: _____
Phone: _____
Fax: _____
Email: _____

1. **SCOPE OF SERVICES:** Contractor agrees to provide the following services for Client: Assistance with grant related activities as outlined below:

Task 1 Grant Research and Development

- Research and identify upcoming governmental and foundation grant opportunities.
- Supply information on grant opportunities to the Horizon EDC staff.
- Review grant application guidelines with Horizon EDC leadership for determination of grant targets.
- Locate, identify, research, collect and analyze data as set forth in the corresponding grant application guidelines.
- Create and maintain a grant database

Task 2 Grant Applications

- Prepare grant applications for selected opportunities, including timelines, strategies and supporting documentation.
- Develop language for both grant application narratives and data including, if necessary, charts, tables, and diagrams to illustrate data.
- Prepare supplemental documents required for grant application completion.
- Provide consultation, planning and strategizing with District staff throughout the grant writing process.
- Produce complete grant application and ensure timely submission.

Task 3 Proposal Support

- Assist in scheduling and attend meetings necessary to support grant applications.
- Collaborate with proper stakeholders to obtain signatures, data, forms, etc.
- Execute necessary follow-up and networking activities in support of grant proposals.
- Provide copies of the final and completed application to Horizon City staff and EDC staff.

- Attend meetings in person and/or by telephone necessary to facilitate communication with staff.

2. **COMPENSATION:** The Client agrees to compensate Contractor at the following rates for each service:

Task 1 – Grant Research and Development	\$80/hour
Task 2 - Grant Application	\$110/hour
Task 3 - Proposal Support	\$80/hour

Not to exceed the total sum of \$20,000.00 during the term of this Contract. Payment is due upon submission of monthly invoice. Billable hours will include all activities mentioned in Section 1, as well as telephone consultations and information exchanges via phone and email, and travel time to/from meetings if necessary. Contractor shall be responsible for providing all simple office supplies and equipment for the purposes of fulfilling the terms of this agreement.

3. **BILLING:** The Contractor will bill only for hours actually spent on work within the scope approved by the Town of Horizon City or the Horizon City EDC for a specified task or project. The Contractor will submit separate invoices for work performed for a specified task or project for the City and for the EDC, and each invoice will identify the work performed for the City or the EDC which will enable the City make payments out of various different accounts or funding sources, as appropriate.

All invoices shall be submitted and shall be received by the City no later than the 25th day of the month for which the services were provided. The Contractor will submit monthly invoices in writing, adequately documented. At a minimum, “adequate documentation” requires that each invoice shall contain a descriptive statement of the work performed, the dates when work worked was performed, the hours worked and the hourly rate.

The City agree to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. All payments will be processed in accordance with the Texas Prompt Payment Act.

4. **GRANT DATABASE SUBSCRIPTION:** The Client agrees to procure a subscription to the grant database software/apps, etc. identified by Contractor as necessary to perform the tasks identified in this contract and to provide the Contractor with access/use of the subscription during the term of this Contract.

5. **TERM:** This Contract shall commence on the effective date stated above and continue for a term of one year(s) expiring on _____.

6. **INDEPENDENT CONTRACTOR:** Contractor acknowledges that the services rendered pursuant to the Contract shall be solely as an independent contractor. It is

expressly understood that this undertaking is not a joint venture. Contractor is responsible for the payment of all federal, state, and local income taxes.

7. **CONFIDENTIALITY.** Both parties agree to adhere to strict confidentiality practices in accordance with applicable Texas law and to provide each other with their best efforts in the fulfillment of this contract.
8. **GUARANTEE:** Contractor shall use all resources at Contractor's disposal to perform duties as assigned and agreed to by both parties and shall submit same in good faith. However, no guarantee of receipt of funding by the Client is implied or promised by Contractor. Payment is due even if Client does not submit proposal or receive a grant. In addition, Contractor and Client recognize that performance of tasks in Section 1 necessitates communication and information exchange between the parties and with funders, and that delay in completing the tasks may occur if there are delays with information exchange. Client also recognizes that if grants are received, Client is responsible for any acknowledgments and reports to funders.
9. **CANCELLATION:** It is understood by the parties that the Client, has the right to cancel this contract and that the Client is not required to give any reason for the cancellation. By law, the parties to this contract cannot waive or modify this right by any pre-existing or any subsequent agreement between the parties. Therefore, the Client may cancel this contract without cost, penalty, or liability if the Client notifies the Contractor in writing as provided below.

To cancel this contract the Client must give written notice of cancellation to the Contractor. This notice may be in the form of a letter or stating that the Client does not intend to be bound by the contract. The notice of cancellation may be hand-delivered or mailed to the Contractor. If mailed, it must be sent to the Contractor at the address in Section 1. If notice of cancellation is hand delivered, the cancellation is effective as soon as it is delivered to the Contractor. If mailed, the cancellation is effective as soon as the notice is deposited, properly addressed and postage paid, in a mailbox.

Contractor may cancel this contract due to Client inactivity or failure to maintain contact with Contractor and deliver information or documents needed to perform services discussed in a timely manner; or for nonpayment of billed services. Contractor may notify Client of cancellation in writing via letter stating Contractor does not intend to be bound by the contract and hand delivered or mailed to the Client.

10. **NON-EXCLUSIVE REQUIREMENTS CONTRACT.** Contractor acknowledges that the Contract is non-exclusive, and the Client reserves the right to engage the services of other grant writers during the term of this Contract. There is no minimum guarantee the Contractor will be paid during the term of this Contract. The City will use the services of the Grant Writer only as needed.

11. **RESEARCH FOR GRANT OPPORTUNITIES.** Contractor agrees to use their best efforts to assist Client to identify grant opportunities available to Client in a timely fashion. The decision whether to pursue a grant opportunity shall be at the sole discretion of the Client.
12. **OWNERSHIP OF WORK.** All research, writing and grant applications generated as a result of this Contract shall be the sole property of the Client and will be tendered to the Client upon the completion of each assignment or the termination of the Contract by whatever means that termination takes place,
13. **WORK ASSIGNMENTS.** The Town of Horizon City and the Horizon City EDC may apply for grants jointly or individually. When a work assignment is issued to the Contractor the Client will identify the entity primarily responsible for the grant application and for payment to the Contractor on a Task Order and the individual who will be the primary point of contact for client. A sample Task Order is attached to this Contract

CLIENT: Town of Horizon City

By: _____
Ruben Mendoza, Mayor

Horizon City EDC

By: _____
Walter Miller, President

CONTRACTOR:

(Printed Name)

TASK ORDER – Grant Writing Services

Project

Commencement Date: _____

Completion Date: _____

Client Point of Contact: Town of Horizon City ____ or Horizon City EDC ____

Name and contact Information for Client primary point of contact:

Fees to be Paid: _____ per hour or _____ flat fee per project

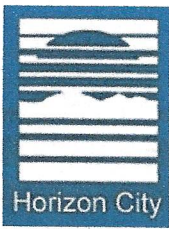
Payment Schedule: _____

Miscellaneous _____

ASSIGNMENT ACCEPTED: By: _____

Contractor Printed Name

Date: _____



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: February 3, 2022

To: Honorable Mayor and Members of City Council

From: Teresa Quezada, CIP Manager

SUBJECT: Discussion and Action: That the Mayor be authorized to sign a Professional Services Agreement between the Town of Horizon City, Texas and Able City, LLC to provide architectural design standards for the Town of Horizon City's Transit Oriented Development's public and private development for a total estimated project amount of \$129,550.00.

*Teresa Quezada
2/3/2022*

This resolution authorizes the Mayor to sign an agreement with Able City, the firm nominated through the Architect/Engineer/Surveying Services Selection Committee to provide design standards for the Town's Transit Oriented Development (TOD).

The Town received statements of qualifications from 3 firms, and after evaluation, the Selection Committee nominated Able City as the firm best qualified to provide the advertised scope of work. To develop a comprehensive set of design guidelines that will establish the character of Horizon's TOD, Able City will

- Assess existing conditions to include reviewing City plans, proposed public and private investments and existing building and zoning codes;
- Develop design and development standards;
- Develop improvement standards for public investments; and
- Identify and recommend desired land use changes that align with the plan's objectives.

The work effort, to include public involvement, is expected to take 9 months to complete and the agreement is for \$129,550. Upon Council's approval, the project start date is February 15, 2022.

Staff recommends approval of the agreement.

Attachments: Resolution
Agreement

RESOLUTION

WHEREAS, the Town of Horizon City issued a Request for Qualifications, RFQ No. CIP 2021-003, for Professional Services for the Creation of Architectural Design Standards for the Town of Horizon City’s Transit Oriented Development; and

WHEREAS, Able City, LLC submitted its Statement of Qualifications in response to such RFQ and is a qualified architect/engineering firm and was selected through the City's approved Architect and Engineering (A/E) Selection Process, in accordance with all applicable state and local laws and ordinances; and

WHEREAS, the Parties wish to enter into an agreement for professional services to provide architectural design standards for the Town of Horizon City’s Transit Oriented Development,

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

That the Mayor be authorized to sign a Professional Services Agreement between the Town of Horizon City, Texas and Able City, LLC to provide architectural design standards for the Town of Horizon City’s Transit Oriented Development’s public and private development for a total estimated project amount of \$129,550.00.

PASSED AND ADOPTED this _____ day of _____, 2022.

THE TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

Theresa Cullen Cordova

Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:

Michelle Padilla AICP, CNU-A
Planning Director

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

THIS AGREEMENT is made and entered into on the last date written on the signature page, by and between the **TOWN OF HORIZON CITY**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "City", and **ABLE CITY, LLC**, a Texas Limited Liability Company authorized to do business in the State of Texas, hereinafter referred to as the "Consultant".

RECITALS

WHEREAS, the City issued a Request for Qualifications, RFQ No. CIP 2021-003, for Professional Services for the creation of Architectural Design Standards for the Town of Horizon City's Transit Oriented Development; and

WHEREAS, the Consultant submitted its Statement of Qualifications in response to such RFQ and is a qualified architect/engineering firm and was selected through the City's approved Architect and Engineering (A/E) Selection Process, in accordance with all applicable state and local laws and ordinances; and

WHEREAS, the Parties wish to enter into an Agreement for Professional Services (the "Agreement") to provide architectural design standards for the Town of Horizon City's Transit Oriented Development's public and private development to include residential design, non-residential design, landscape architecture, spatial design, and integration of materials that are native to the County of El Paso (the "Project").

NOW, THEREFORE, for the consideration set forth in this Agreement, City and the Consultant agree to the following provisions:

**ARTICLE I.
ATTACHMENTS**

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

- Attachment "A" Project Scope (RFQ No. CIP 2021-003)
- Attachment "B" Consultant's Fee Proposal & Payment Schedule
- Attachment "C" Unit/Hourly Rates & Consultant's Basic and Additional
 Services Deliverable Schedule and Phases
- Attachment "D" Insurance Certificates

**ARTICLE II.
PROJECT COVERED UNDER THIS AGREEMENT**

2.1 The City hereby agrees to retain the Consultant (including any proposed subconsultant team identified by the Consultant) and the Consultant agrees that it will perform the professional services for the Project covered by this Agreement. The Project shall consist of the Consultant's completion of the Scope of Services as further described in **Attachment "B"**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment "C"**.

2.2 In completion of such phases, the Consultant shall be familiar with the Horizon City Municipal Code, including but not limited to its zoning and subdivision requirements, and its adopted plans, including but not limited to its Comprehensive Plan, Shaping Our Horizon: 2030 A Comprehensive and Strategic Plan, which includes the Future Land Use Plan and Major Thoroughfare Plan.

2.3 The Consultant shall serve as the City's professional representative in those phases of the Project to which this Agreement applies, including workshops, and shall give consultation and advice to the City during the performance of services.

2.4 The City shall provide all available information to the Consultant as to the City's general requirements for the Project. Should the Consultant determine that the information provided is inadequate to proceed, the Consultant shall notify the City's CIP Manager, who shall direct the Consultant on how to acquire or develop the needed information. The City shall also provide to the Consultant all known information pertinent to the Project site, including previous reports and other data relative to the Project site.

2.5 The City hereby designates the CIP Manager as the City's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The CIP Manager shall have complete authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to the work covered by this Agreement.

**ARTICLE III.
CONSULTANT FEES AND PROJECT BUDGET**

3.1 PAYMENT TO CONSULTANT. The total amount of compensation for all phases of the Project is ONE HUNDRED TWENTY-NINE THOUSAND FIVE HUNDRED FIFTY and NO/100s DOLLARS (\$129,550.00). The Consultant's fee proposal for the performance of all Basic Services and reimbursable expenses for the Project (section 3.2) is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "C"**.

3.2 CONSULTANT'S SERVICES. The Scope of Services to be provided by the Consultant for the Project are attached hereto as **Attachment "B"**. The Mayor may authorize additional services as identified in **Attachment "B"** for this Agreement in an amount not to exceed ten

percent (10%) of the total estimated Project amount identified in Section 3.1. Should any additional services as identified in **Attachment "B"** be necessary and the cost of the services exceed the identified additional ten percent (10%) of the total estimated Project amount identified in Section 3.1, such additional services and payment must be approved by the City Council.

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 pursuant to the schedule established in **Attachment "C"**. Invoices shall indicate the costs for outside subconsultants with copies of their invoices as back-up materials, as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction of the Project, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the City.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount(s) authorized for the Consultant, the current invoiced amount(s) and the amount(s) billed to date. In addition to the Summary, each invoice shall provide a Progress Report. 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, 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 pursuant to the state Prompt Payment Act. 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 the Consultant shall not exceed the Consultant's fee proposal, except by written amendment to this Agreement, executed by both Parties.

3.4 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement 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 is executed by both Parties allowing for additional costs.

3.5 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.

3.6 SUBCONSULTANTS. The Consultant has proposed a subconsultant team for portions of the Scope of Services. The City approves the subconsultants proposed by the Consultant and the Parties agree that the Consultant shall not award any work to any other subconsultant or replace any subconsultant without prior written approval of the City. The Consultant will provide to the City a written statement concerning the proposed award or substitution of a subconsultant, which will include a Statement of Qualifications for such subconsultant and such

additional information as the City may require, and City may verify the subconsultant's current eligibility status.

The Consultant shall be as fully responsible to the Owner for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by the subconsultants, as the Consultant is for the acts and omissions of persons directly employed by it.

The Consultant shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subconsultants to the Consultant by the terms of this Agreement insofar as applicable to the work of subconsultants (including but not limited to the indemnification and insurance) and to give the Consultant the same power as regards to the termination of any subcontract that the Owner may exercise over the Consultant under this Agreement.

Nothing contained in this contract shall create any contractual relation between any subconsultant and the City. The City shall have no responsibility to any subconsultant employed by the Consultant for performance of work on the Project contemplated by this Agreement but said subconsultants will look exclusively to the Consultant for any payments due. In the performance of work or services hereunder, the subconsultants shall each be deemed an independent contractor, and any of its employees performing work required hereunder shall be deemed solely employees of the subconsultant.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for under the Project shall begin upon the issuance of a Notice to Proceed from the CIP Manager. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in Attachments "B" and "C".

4.2 TERMINATION. This Agreement may be terminated as provided herein. In the event of a termination of this Agreement, the Consultant shall surrender all Project and 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, for the convenience of the City, upon fourteen (14) consecutive calendar days 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. 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; 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 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. Such a termination may be made for failure of one Party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other Party. No such termination shall be made unless the other Party being terminated is provided: 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 upon written notice terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules, or regulations that relate to the performance of this Agreement. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Consultant for the purpose of asserting the City's right of set-off 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.

**ARTICLE V.
INSURANCE AND INDEMNIFICATION**

5.1 INSURANCE. The Consultant shall have **seven (7) calendar days** from date of award to obtain sufficient insurance as required herein. The Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the City. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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, and shall cause subconsultants to procure and maintain, during the life of this Agreement, such Commercial General Liability, Property

Damage Liability, and Automobile Liability Insurance with the below coverages and limits of insurance with insurers licensed to do business in the State of Texas. Certificates of such insurance and evidence of policy endorsement for additional insured(s) shall be executed by the insurer in a form satisfactory to the City. Such insurance shall also provide for the defense of the City as an additional insured. The minimum limits of liability and coverage shall be as follows:

a) **COMMERCIAL GENERAL LIABILITY**

\$500,000.00 per occurrence
\$1,000,000.00 General Aggregate

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, and shall cause subconsultants to procure and maintain, Professional Liability Insurance for the benefit of the Owner 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 and subconsultant's Insurance Policies, with the exception of Workers' Compensation Insurance as required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City 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 shall be attached hereto and incorporated for all purposes as **Attachment "D"**. All certificates shall also include the name of the Project on the corresponding insurance certificate. Further, each certificate shall contain the following statement, and the policies shall be subject to such requirement:

"The insurance covered by this certificate will not be canceled, and there will be no change in coverage or deductibles, except after thirty (30) consecutive calendar days' written notice of intent to cancel or change said insurance has been provided to the Town of Horizon City."

5.2 INDEMNIFICATION. THE CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO THE CONSULTANT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE CONSULTANT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO THE CONSULTANT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE CONSULTANT WITH THE CITY ATTORNEY WHEN THE CITY IS NAMED AS A DEFENDANT IN ANY LAWSUIT, AND THE CONSULTANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE CITY ATTORNEY. THE CONSULTANT AND THE CITY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

ARTICLE VI. GENERAL PROVISIONS

6.1 CONTRACT TIME. The Consultant understands and agrees to provide all professional services and deliverables requested herein. The Consultant shall timely notify the CIP Manager of any delay beyond its control and the CIP Manager shall extend the time schedule in the event of delays which the CIP Manager reasonably determines are beyond the control of the Consultant. The Consultant will perform these services consistent with the schedule provided in **Attachment "C"** and the standard of care and the processes for making any adjustments to the schedule as stated above and in Section 6.3.

6.2. CONSULTANT'S QUALITY OF WORK. The City's review of any documents prepared by the Consultant is only general in nature, and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. Pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, the Consultant shall perform services (1) with professional skill and care ordinarily under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

The Consultant's services shall be performed as expeditiously as is prudent considering the ordinary skill and care of a competent architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "C"** and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the City's review, for the performance of the City's Engineer, if applicable, and for

approval of submissions by authorities having jurisdiction over the Project. The Consultant understands that time is of the essence and the identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or the City.

6.3 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the drawings, concepts and design, and other documents prepared by the Consultant for the Project, and any other work of the Consultant under this Agreement that results in the creation of drawings, concepts and design, including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the City, who shall be vested with all common law and statutory rights. The City shall have the right to the use of the Instruments of Service for the Project; provided, however, the Consultant shall have no liability for any use of one or more of the Instruments of Service by the City for the Project. The rights granted to the City herein for the use of the Instruments of Service for the Project shall not grant the City any right to hold the Consultant responsible for any subsequent use of the Instruments of Service. The Consultant shall provide the City with copies of the Instruments of Service in both electronic form and in hard copy.

6.4 AUDITING RECORDS FOR THE PROJECT. The Consultant's records subject to audit shall include, but are 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 this 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) the 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 (including overhead allocations), as they may apply to costs associated with this Agreement. In those situations where the Consultant's records have been generated from computerized data, the Consultant agrees to provide the 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 this 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 the Consultant is making copies for the City under this section at the request of the City;

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

6.6 VENUE. For the purpose of determining 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.

6.7 GOVERNING LAW. The laws of the State of Texas shall apply to any dispute regarding this contract. The Consultant shall comply with applicable Federal, State, and local laws and ordinances applicable to the work contemplated herein.

6.8 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.

6.9 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.

6.10 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 requested, to the following addresses:

To the City: The Town of Horizon City
 Ruben Mendoza, Mayor
 14999 Darrington Road
 Horizon City, Texas 79928

With a Copy to: The Town of Horizon City
 Michelle Padilla AICP, CNU-A
 Planning Director
 14999 Darrington Road
 Horizon City, Texas 79928

To the Consultant: Able City, LLC
 Attn: Mario A. Peña AIA, AICP, CNU-A
 110 Broadway St. Ste. 250
 San Antonio, Texas 78205

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

6.11 PROHIBITION ON CONTRACTS BOYCOTTING ENERGY COMPANIES. If the Consultant is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Consultant verifies that the Consultant does not boycott energy companies during the term of this Agreement and will not boycott energy companies during the term of this Agreement. If the Consultant does not make that verification, the Engineer must notify the City and state why the verification is not required.

6.12 FIREARMS. If the Consultant is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Consultant verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. If the Consultant does not make that verification, the Consultant must notify the City and state why the verification is not required.

6.13 FOREIGN TERRORIST ORGANIZATIONS. The Consultant represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

6.14 BOYCOTTING OF ISRAEL. If the Consultant is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, the Consultant certifies that the Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement. If the Consultant does not make that certification, the Consultant must notify the City and state why the certification is not required.

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

6.16 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, with respect to the Project defined under this Agreement. 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: _____

APPROVED AS TO FORM:



Theresa Cullen Cordova
Assistant City Attorney

APPROVED AS TO CONTENT:



Michelle Padilla AICP, CNU-A
Planning Director

CONSULTANT:

ABLE CITY, LLC

By: _____

Printed name: _____

Title: _____

Dated: _____

(Acknowledgements on following page)

ATTACHMENTS

- Attachment "A" Project Scope (RFQ No. CIP 2021-003)
- Attachment "B" Consultant's Fee Proposal & Payment Schedule
- Attachment "C" Unit/Hourly Rates & Consultant's Basic and Additional Services
Deliverable Schedule and Phases
- Attachment "D" Insurance Certificates

REQUEST FOR QUALIFICATIONS

RFQ No. CIP 2021-003

**PROFESSIONAL ARCHITECTURAL/ENGINEERING
SERVICES FOR THE TOWN OF HORIZON CITY'S TOD**

**Transit Oriented Development Architectural Design
Standards for the Town of Horizon City**

By: Town of Horizon City - Planning Department
Ef시오 Setzu Purchasing Agent
Address: 14999 Darrington Rd.
Horizon City, Texas 79928
Telephone: (915) 852-1046
Fax: (915) 852-1005
Email: gsetzu@horizoncity.org

This REQUEST FOR QUALIFICATIONS ("RFQ") from the Town of Horizon City invites the submittal of a Statement of Qualifications ("SOQ") from firms or persons interested in providing design services for the creation of Architectural Design Standards for the Town of Horizon City's Transit Oriented Development ("TOD"). By submitting a SOQ, the Proposer represents that he/she has carefully read the terms and conditions of this RFQ, all attachments, the Addenda, and agrees to be bound by said documentation. This RFQ is not an offer to enter into a contract, but merely a solicitation of persons interested in submitting a SOQ to the Town of Horizon City.

PROJECT OVERVIEW

General

The Town of Horizon City (the "City") is a relatively new community located south-east of El Paso and east of I-10, within El Paso County, Texas. The City wishes to develop architectural design standards for its TOD, to include: residential, non-residential, and landscape architectural standards.

Project Objectives

1. Establish a collaborative relationship between the City's team and the design team or person(s) hired to deliver quality design standards.
2. Establish a high level of quality and safety for the development.
3. Produce a mixed-income housing market.
4. Achieve a walkable and bikeable environment for residents and visitors.
5. Enhance and protect natural and cultural resources.
6. Achieve a comprehensive theme throughout the TOD that considers existing land uses abutting the subject area.

Scope of Work

After being selected, the successful Consultant will execute an agreement with the City to provide the following services and materials to fulfill the following scope of work.

1. The Consultant will work with the City's staff and its consultants to establish architectural design standards that will reflect a specific style and theme to assist in the establishment of the TOD's identity.
2. The following is a breakdown of the scope of work expected for this project:
 - a. Initial meetings with City staff to discuss the scope of design standards.
 - b. Attend two public open house meetings, one of which will be a scoping meeting and the other a representation of the draft standards that should include visual guides. The Consultant shall be available to answer questions from the public regarding the proposed architectural standards.
 - c. Provide public presentations to:
 - i. Horizon City's Planning and Zoning Commission – two (2) meetings are anticipated
 - ii. City Council – two (2) meetings are anticipated

- d. Provide any necessary changes to the design standards after the public open house events and the Planning Board and/or the City Council work sessions, where appropriate.

The final product that the Consultant will submit is a document that includes a set of architectural design standards and visual guides that can be incorporated into the City's Zoning Ordinance or a similar regulatory document. The proposed standards should complement the existing architecture of the City through the use of appropriate material, scale, and character. The standards should accommodate existing structures and new construction and should balance the need for concise and specific standards that can be clearly understood and implemented with the need for flexibility and creative leeway. The scope of work is anticipated to take approximately six (6) to nine (9) months based on public meetings and any necessary revisions to the architectural standards.

STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL REQUIREMENTS

The City is seeking to contract with an architect/engineering service provider (the A/E"), registered in the State of Texas with experience in the following areas:

- Architectural design to include:
 - Residential Architectural Design
 - Non -Residential Architectural Design; e.g., commercial, institutional, and public uses
 - Landscape Architecture Design
 - Spatial Design
 - Holistic Design
- Design to include materials used, the enhancement of the native landscape, best architectural practices, missing -middle housing, mixed -income housing, architectural proportion and scale, and concepts regarding pedestrian connectivity.

The City requests that all interested A/E proposers follow the below listed requirements. Failure to follow these requirements will affect the evaluation rating scores or may even disqualify an A/E proposer. The following are the requirements for SOQ submittals:

1. City staff will only open and review the SOQ after the due date and time. It is the responsibility of the A/E proposer to assure compliance with these requirements.
2. The SOQ shall be due on, but no later than, the due date and time specified in the RFQ. A/E proposers that submit after the due date and time will be disqualified for this particular project. The City shall notify the A/E proposer of the disqualification.

3. The SOQ shall consist of no more than twelve (12) pages. A/E proposers that submit SOQs that exceed twelve (12) pages shall be disqualified for this particular project. The City shall notify the A/E proposer of the disqualification.
4. The following will not be counted toward the twelve (12) page limit:
 - a. Introductory letter
 - b. Cover sheets
 - c. Dividers
 - d. Statement of Non-Collusion
 - e. Certification Regarding Debarment
5. A page that has information on both sides of the pages shall be counted as two (2) pages toward the twelve (12) page limit.
6. Only one signed copy of the Statement of Non-Collusion and the Certification Regarding Debarment is required.
7. The A/E proposer shall submit seven (7) hardcopy sets and one (1) electronic copy on a CD or flash drive of the SOQ. A/E proposers that submit fewer than seven (7) hardcopy sets and one (1) electronic copy of the SOQ shall be disqualified. The City shall notify the A/E proposer of the disqualification. City staff shall discard extra SOQ's sets that exceed the seven (7) hardcopy sets and one (1) electronic copy.
8. **Evaluation Criteria:** SOQs received will be evaluated and ranked according to the following criteria:

Criteria	Maximum Points
Understanding of Scope and Prior Related Experience	20
Technical Approach	40
Team Organization and Availability	20
Project Management and Quality Control	20
Total	100

To be deemed responsive, a SOQ must contain at a minimum the following:

- a. **Understanding of Scope and Prior Related Experience:** Provide A/E proposer's understanding of the Scope of Work described herein. Briefly outline similar or related experience with the name, email, and telephone number for the City's representative of each project included. Information shall consist of a minimum of three (3) and not more than five (5) similar projects within the past five (5) years. The

City will evaluate the preparedness, experience, and capacity of the A/E proposer to understand and address the requirements of the project. This includes prior experience in architectural design, planning, and design of the project scope of work. The A/E proposer shall not reiterate the tasks as outlined in the scope of work, except to summarize or reinforce its understanding of the scope for this project.

- b. **Technical Approach:** Provide a brief discussion on proposed technical designs for the project. Suggestions or consideration of various alternatives are encouraged. A/E proposers will be evaluated on their ability to address the project issues and objectives, within the page limitations indicated. Information provided may include, but is not limited to a brief discussion of such factors as: cost effectiveness of proposed design; understanding of existing design theme and how the new design standards will mesh with existing development; understanding of existing culture and native landscapes; understanding of a mixed-income housing market; understanding of the pedestrian network and pedestrian connectivity; understanding of federal, state, and local rules and regulations, laws and design standards; specialized problem solving skills that would be required in the project; degree of commitment to the City's schedule; and if applicable, proposed use of innovative solutions and techniques.
- c. **Team Organization and Availability:** Provide a hierarchal Organizational Chart indicating the Project Team, which includes the names of proposed key project personnel, their area of responsibility, and relationships of sub-consultants. Proposed organization shall reflect, where applicable, the planning and phasing of the project. Key personnel experience and strengths relative to the project shall be briefly discussed, but extensive staff resumes shall not be submitted. The City will evaluate an A/E proposer's proposed staffing organization based on factors such as: efficient team structure; qualifications of the sub-consultants; and team members' prior performance with the City. If any of the key personnel of the team should differ from what is presented in the SOQ, the City must be notified in writing in advance of the proposed change for the City's consideration.
- d. **Project Management and Quality Control:** Provide a brief discussion of the process and procedures in place and proposed for managing this project. Key items therein shall include the project's successful implementation, the proposed methods and organizational efforts to provide for constructability reviews, and to ensure quality control in the project. The information provided may include a list of activities that may turn problematic as well as their proposed

problem-solving process, and the organization of key activities and their emphasis. In addition, an A/E proposer's evaluation will be based in part by the proposed Project Manager's track record of successful project management and construction administration relative to scheduling, reporting, quality of deliverable, and timely response to the City.

9. **Selection of Consultants:** Materials submitted will be reviewed and if deemed necessary, interviews will be scheduled with prospective architects and engineers in order to select the most qualified.
10. **Deadline for Submission:** Sealed SOQs must be submitted to the City of Horizon, Planning Department, 14999 Darrington Rd., Horizon City, Texas 79928 by **2:00 PM MDT, Tuesday, May 11, 2021**. Interested A/E proposers are responsible for verifying receipt of SOQs.

The City of Horizon is an Equal Opportunity Employer and reserves the right to reject any and all proposals and to waive technicalities and formalities in this selection.



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Nov 9, 2021 REVISED Feb 2, 2022

Teresa Quezada

Horizon City
CIP Manager

EXHIBIT B CONSULTANT'S FEE PROPOSAL

Re: Horizon City Transit Oriented Development Architectural Design Standards for the Town of Horizon City

Dear Ms. Quezada,

Thank you for considering our firm to assist Horizon City plan out and promote the next stage in the development of its community. We have built our company specifically to assist in the success of cities and the most vibrant cities have embraced and invested in public transit and walkable development.

We are honored to be a part of this transformative effort. The following outlines a recommended scope and work plan for the project and concludes with our fees and proposed schedule.

PROPOSAL

Scope of Work

Our team will provide assessment and recommendations to guide Horizon City and the private sector in its achievement of transit oriented development within the project focus area. The project process will include a community engagement program to ascertain the public's vision for TOD and to create empowerment within the community to participate in the implementation of the TOD zone.

The recommendations report will include the following elements.

PLAN ELEMENTS:

- A. Assessment of Existing Conditions
 - a. Existing plans
 - b. Pertinent on-going planning
 - c. Pertinent public and private investments
 - d. Community Concerns, Needs, Aspirations
 - e. Land and Building Codes in use
 - f. Land Use and Zoning
- B. Design and Development Standards
 - a. Architectural Standards for TOD per advertised scope

ARCHITECTURE. URBANISM. CITY MAKING

Able City, LLC | 118 Broadway St. Ste. 529 San Antonio, TX 78205 | T 210-912-5929

Provide recommendations for potential form-based zoning districts and other architectural design guidelines

C. ROW and public improvements and standards including but not limited to:

- a. Landscape and streetscape design and materials
- b. Lighting standards
- c. Street fixtures such as benches

D. Land Use and Zoning Ordinances

Identify and recommend desired land use changes that align with plan objectives. *Included but not limited to recommendations for amendments to current zoning district ordinances pertaining to transitions (buffering / screening from adjacent uses), permitted uses, bulk regulations (including setbacks, heights, etc.), recommended adjustments to future land use map, and revisions to procedures (if necessary).*

Exclusions: Cost does not include drafting ordinances for adoption.

Work Plan (9 months - schedule on Exhibit C)

	Task	Fees	Sub-totals
	Phase 1 - Project Kick-off		\$3,200
1.1	Initial Meetings with staff (Vlrtual)	\$3,200	
	Phase 2 - Existing Conditions & Document Review		\$8,160
2.1	Existing Conditions Review / Base Maps	\$3,140	
2.2	Area and Site Tour	\$5,020	
	Phase 3 - Community Outreach & Education		\$16,155
3.1	Outreach (if assistance needed)	\$5,445	
3.2	Programming Open House	\$10,710	
3.3	Stakeholder Interviews <i>(not included)</i>	\$0	
	Phase 4 - Drafting the Design Standards		\$52,730
4.1	Assessment of Existing Conditions <i>(compiling conclusions)</i>	\$2,770	
4.2	Architectural Standards for TOD (Residential and non-Residential)	\$30,510	
4.3	ROW and Landscaping standards	\$19,450	
	Phase 5 - Community Review		\$22,570
5.1	Open House #2	\$9,660	

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5.2	Planning and Zoning Presentation #1 - Review Draft	\$6,260	
5.3	Council Presentation #1 - Review Draft	\$6,650	
5.4	Stakeholder Review Workshop (not included)	\$0	
	Phase 6 - Implement Comments		\$7,640
6.1	Comment Integration	\$7,640	
6.2	Final Draft and Adoption Planning Workshop (not included)	\$0	
	Phase 7 - Adoption and Implementation		\$8,080
7.1	Planning and Zoning Presentation #2 - Adoption	\$4,040	
7.2	Council Workshop Presentation #2- Adoption	\$4,040	
	Phase 8- Land Use and Zoning Ordinances (parallel with Phase 6)		\$7,815
8.1	Future Land Use Map recommendations	\$2,605	
8.2	Transitional requirements (Buffering / Screening)	\$2,605	
8.3	Procedures, Supplemental Use, and Misc. Development Regulations	\$2,605	
	Reimbursables Allowances		\$3,200
a	Printing	\$1,600	
b	Travel Allowance	\$1,200	
	Proposed Fees		\$129,550

COMPENSATION

Fees are based on estimated time required to accomplish the scope and deliverables described above. However the fees are fixed and not dependent on actual time spent. Fees include the cost of sub-consultants. Refer to attached hourly fee proposal. Total proposed lump sum fee of **\$129,550 (One hundred twenty-nine thousand, five hundred fifty dollars and zero cents)** .

All other additional Services shall be billed at the Studio Rates as specified below.

- 1). Principals' hours - \$225/hour
- 2). Project Manager - \$125/hour
- 3). Senior Staff - \$75/hour
- 3). Technical Staff - \$55/hour
- 4). Out-of-town travel rates- \$400 per day per staff member present on trip plus direct costs of all travel expenses.

Billing to be monthly by percentage completed.

We thank you again and only ask that you do not hesitate to call us if we may provide you with any additional information you may require.

Respectfully submitted,

A handwritten signature in blue ink, consisting of the letters 'M', 'O', and 'P' in a stylized, cursive font, followed by a long horizontal line extending to the right.

Mario A. Pena, AIA, AICP, CNUa
Partner,
Able City

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ATTACHMENT C

EXHIBIT C - UNIT/HOURLY RATES

Project Start	Phase Completion Date	Task Duration (days)	Town of Horizon City TOD Arch Standards	Fees	Sub-totals	Able City										Gallinar Planning		The Dry Land					
						Task	Able City Fee	Gallinar	Dry Land	Principal/Partners		Project Principal		PM		Analyst/Designer 2		Designer 1		Hours	Cost	Hours	Cost
										Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost				
2/15/2022			Phase 1 - Project Kick-off		\$3,200	\$2,400	\$400	\$400															
	2/16/2022	1	1.1 Initial Meetings with staff (Virtual)	\$3,200		\$2,400	\$400	\$400	4	\$780	4	\$500	8	\$760	4	\$360	0	\$0	2	\$400	2	\$400	
	3/18/2022	30	Phase 2 - Existing Conditions & Document Review		\$8,160	\$5,360	\$1,200	\$1,600															
			2.1 Existing Conditions Review / Base Maps	\$3,140		\$1,940	\$400	\$800	2	\$390	5	\$625	5	\$475	5	\$450	0	\$0	2	\$400	4	\$800	
			2.2 Area and Site Tour	\$5,020		\$3,420	\$800	\$800	4	\$780	12	\$1,500	12	\$1,140	0	\$0	0	\$0	4	\$800	4	\$800	
	5/2/2022	45	Phase 3 - Community Outreach & Education		\$16,155	\$13,755	\$1,600	\$800														133	
			3.1 Outreach (if assistance needed)	\$5,445		\$5,445	\$0	\$0	1	\$195	2	\$250	16	\$1,520	20	\$1,800	24	\$1,680	0	\$0	0	\$0	
			3.2 Programming Open House	\$10,710		\$8,310	\$1,600	\$800	2	\$390	12	\$1,500	12	\$1,140	40	\$3,600	24	\$1,680	8	\$1,600	4	\$800	
			3.3 Stakeholder Interviews (not included)	\$0		\$0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
	7/16/2022	75	Phase 4 - Drafting the Design Standards		\$52,730	\$41,530	\$4,800	\$6,400															
			4.1 Assessment of Existing Conditions (compiling conclusions)	\$2,770		\$2,770	\$0	\$0	1	\$195	3	\$375	8	\$760	16	\$1,440	0	\$0	0	\$0	0	\$0	
			4.2 Architectural Standards for TOD (Residential and non-Residential)	\$30,510		\$27,310	\$3,200	\$0	6	\$1,170	36	\$4,500	80	\$7,600	100	\$9,000	72	\$5,040	16	\$3,200	0	\$0	
			4.3 ROW and Landscaping standards	\$19,450		\$11,450	\$1,600	\$6,400	2	\$390	18	\$2,250	30	\$2,850	32	\$2,880	44	\$3,080	8	\$1,600	32	\$6,400	
	8/15/2022	30	Phase 5 - Community Review		\$22,570	\$16,170	\$4,800	\$1,600															
			5.1 Open House #2	\$9,660		\$7,260	\$1,600	\$800	4	\$780	12	\$1,500	12	\$1,140	24	\$2,160	24	\$1,680	8	\$1,600	4	\$800	
			5.2 Planning and Zoning Presentation #1 - Review Draft	\$6,260		\$4,260	\$1,600	\$400	4	\$780	6	\$750	6	\$570	24	\$2,160	0	\$0	8	\$1,600	2	\$400	
			5.3 Council Presentation #1 - Review Draft	\$6,650		\$4,650	\$1,600	\$400	6	\$1,170	6	\$750	6	\$570	24	\$2,160	0	\$0	8	\$1,600	2	\$400	
			5.4 Stakeholder Review Workshop (not included)	\$0		\$0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
	9/14/2022	30	Phase 6 - Implement Comments		\$7,640	\$6,040	\$800	\$800															
			6.1 Comment Integration	\$7,640		\$6,040	\$800	\$800	4	\$780	8	\$1,000	12	\$1,140	16	\$1,440	24	\$1,680	4	\$800	4	\$800	
			6.2 Final Draft and Adoption Planning Workshop (not included)	\$0		\$0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
	10/29/2022	45	Phase 7 - Adoption and Implementation		\$8,080	\$5,680	\$1,600	\$800															
			7.1 Planning and Zoning Presentation #2 - Adoption	\$4,040		\$2,840	\$800	\$400	6	\$1,170	6	\$750	4	\$380	6	\$540	0	\$0	4	\$800	2	\$400	
			7.2 Council Workshop Presentation #2- Adoption	\$4,040		\$2,840	\$800	\$400	6	\$1,170	6	\$750	4	\$380	6	\$540	0	\$0	4	\$800	2	\$400	
	10/29/2022	75	Phase 8- Land Use and Zoning Ordinances (parallel with Phase 6)		\$7,815	\$7,815	\$0	\$0															
			8.1 Future Land Use Map recommendations	\$2,605		\$2,605	\$0	\$0	1	\$195	2	\$250	8	\$760	0	\$0	20	\$1,400	0	\$0	0	\$0	
			8.2 Transitional requirements (Buffering / Screening)	\$2,605		\$2,605	\$0	\$0	1	\$195	2	\$250	8	\$760	0	\$0	20	\$1,400	0	\$0	0	\$0	
			8.3 Procedures, Supplemental Use, and Misc. Development Regulations	\$2,605		\$2,605	\$0	\$0	1	\$195	2	\$250	8	\$760	0	\$0	20	\$1,400	0	\$0	0	\$0	
			Reimbursables Allowances		\$3,200	\$2,400	\$800	\$0															
			a Printing	\$1,600		\$1,200	\$800	\$0															
			b Travel Allowance (3 trips @ approx \$800)	\$1,200		\$1,200	\$0	\$0															
						\$93,335	\$16,000	\$12,400															
			Proposed Fees		\$129,550																		



MEMORANDUM



TO: Mayor Mendoza & City Council Members
FROM: Police Chief Mike McConnell
DATE: January 14, 2022
RE: FY 2022 Local Border Security Program Grant (**GRANT 2999507**)

Background

Each year, we are presented with the opportunity to participate in the Local Border Security grant program. This grant reimburses the police department for personnel costs and fringe benefits. The program is designed to enhance border security, cooperation, and coordination between federal, state, and local law enforcement agencies.

Request

We present this request for the City Council to approve the 2022 (LBSP) Local Border Security resolution. For this grant, there are no matching funds required. If we are allowed to participate, we have applied to receive \$70,000 in reimbursements for overtime.

Recommendation

Discussion and Action: On the approval of the 2022 Local Border Security Grant resolution. (Mayor/Chief McConnell)

**RESOLUTION
OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION
OPERATION BORDER SECURITY (LBSP) 2022 (GRANT 2999507)**

WHEREAS, the Town of Horizon City finds that this grant will enhance the capability to detect, prevent, and deter terrorists, weapons of mass effect, transnational gangs, smuggling of contraband, and trafficking, and

WHEREAS, the Town of Horizon City finds it in the best interest of the citizens of the Town of Horizon City to submit the grant application for the FY 2022 Local Border Security (LBSP) project to the Office of the Governor, Homeland Security Grants Division, and

WHEREAS, The Town of Horizon City acknowledges that the Office of the Governor, Operation Border Security Grants Division does NOT require matching funds or an in-kind match; and

WHEREAS, The Town of Horizon City agrees that in the event of loss or misuse of the Office of the Governor, Operation Border Security Grants Division funds, the Town of Horizon City assures that the funds will be paid back in full; and

WHEREAS, The Town of Horizon City agrees that the existence of an award will not be used to offset or decrease total salaries, expenses and allowances that the city receives or provides to its Police Department at or after the grant is awarded; and

WHEREAS, The Town of Horizon City designates the Mayor as the Authorized Official, and the Authorized Official is given the power to apply for, accept, reject, alter or terminate the grant.

NOW THEREFORE, BE IT RESOLVED that the Town of Horizon City, Council has approved submission of the grant application for the Local Border Security Grant Program (LBSP) the operates from 09/01/2021 to 08/31/2022.

Adopted on this 8th day of February 2022.

Ruben Mendoza
Mayor
Horizon, Texas

ATTEST:

Elvia Schuler
City Clerk
Horizon City, Texas

Grant 2999507

RESOLUTION
OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION
OPERATION BORDER SECURITY (LBSP) 2022 (GRANT 2999507)

WHEREAS, the Town of Horizon City finds that this grant will enhance the capability to detect, prevent, and deter terrorists, weapons of mass effect, transnational gangs, smuggling of contraband, and trafficking; and

WHEREAS, the Town of Horizon City finds it in the best interest of the citizens of the Town of Horizon City to submit the grant application for the FY 2022 Local Border Security (LBSP) project to the Office of the Governor, Homeland Security Grants Division; and

WHEREAS, The Town of Horizon City acknowledges that the Office of the Governor, Operation Border Security Grants Division does NOT require matching funds or an in-kind match; and

WHEREAS, The Town of Horizon City agrees that in the event of loss or misuse of the Office of the Governor, Operation Border Security Grants Division funds, the Town of Horizon City assures that the funds will be paid back in full; and

WHEREAS, The Town of Horizon City agrees that the existence of an award will not be used to offset or decrease total salaries, expenses, and allowances that The Town of Horizon City receives or provides to its Police Department at or after the grant is awarded; and

WHEREAS, The Town of Horizon City designates the Mayor as the Authorized Official, and the Authorized Official is given the power to apply for, accept, reject, alter, or terminate the grant.

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

That The Town of Horizon City submit a grant application for the FY 2022 Local Border Security Grant Program (LBSP) which operates from 09/01/2021 to 08/31/2022.

Adopted on this 8th day of February 2022.

THE TOWN OF HORIZON CITY

Ruben Mendoza
Mayor

ATTEST:

Elvia Schuler, TRMC
City Clerk

APPROVED AS TO CONTENT:

Michael McConnell, CPM, Ph.D.
Chief of Police
Grant 2999507

APPROVED AS TO FORM:

Theresa Cullen Cordova

Theresa Cullen Cordova
Assistant City Attorney



HORIZONCITY POLICE

2021 Annual & Racial Profiling Report



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MEMO TO CITY COUNCIL



TO: Honorable Mayor Ruben Mendoza
CC: City Council Members
FROM: Police Chief, Mike McConnell
RE: Combined 2021 Annual Police Report & 2021 Racial Profiling Report

I am pleased to release the combined 2021 police & racial profiling report. This report highlights some of our activities in the previous year and is compiled with many police department employees' assistance. In addition, it represents a significant effort on all who contributed to this report.

COVID-19 significantly impacted our department while maintaining services and keeping our employees safe and healthy. 2021 presented the most significant challenge in terms of employee retention and recruitment. Like many law enforcement agencies and communications centers, retaining and attracting potential new employees has been challenging.

The City Council approved a new collective bargaining agreement that addresses some financial disparities we believed contributed to some of the retention and recruitment of issues regarding qualified personnel. In addition, the City Council also acted on improving the pay rate for our communications division which will also prove to provide a positive impact on retention and recruitment.

According to our computerized records, our department responded to 20,679 19,766 calls for service, which increased by 913 calls compared to last year. Additionally, we created 1,038 written incident reports, which decreased by 29 compared to the previous year. Our officers responded to 477 motor vehicle accidents last year, representing an increase of 106.

Arrests for aggravated assaults remained steady at four compared to the prior year. Simple-assault arrests have decreased from 27 to 19. Individuals charged with minor thefts increased from 21 to 29. The number of arrests for narcotics dropped to 47 from 54 last year. Arrests for driving under the influence increased from 58 to 62. Assaults increased from 14 to 29 cases. Reported robberies increased from 2 to 3. Burglaries increased from 13 to 17. All other reports of thefts decreased this year from 85 to 55.

Our telecommunicators dispatched 14,492 fire calls, which slightly decreased compared to the previous year for the seven fire departments we serve. Added with the 20,679 calls dispatched to police, we processed and dispatched 35,171 representing an increase of 627 calls for service.

Throughout the United States, a mathematical formula helps explain the crime rate per 100,000 people in relative terms. These crime rates are calculated by taking the number of reported crimes in a particular jurisdiction and dividing the total population by the jurisdiction; the calculation results are multiplied by 100,000. It is noteworthy that nationwide, this data always lags one year due to the way it is collected, reported, and disseminated by the Texas Department of Public Safety and Department of Justice. Population count also affects the crime rate data. The 2020 data indicates our crime rate has slightly increased from 536 to 620.8 per 100,000 persons; however, our community has the lowest crime rates in the county.

We thank the Mayor, City Council, and community for supporting our employees and activities. We understand that providing police services is a vital function of any community, and we have actively pursued promoting positive activities and programs to interface with our community. A list of crime prevention and community-based programs is included in this report for your review. We hope you enjoy reading the highlights contained in this report.

Respectfully submitted,



Mike McConnell, Ph.D.
Chief of Police

Horizon City Police Department Employees

There are two main functional areas within the Horizon City Police Department, Operations and Support. The Police Operations function is responsible for carrying out the most visible daily activities. These activities consist of Patrol, Investigations, Warrants, and Crime Prevention. The support function consists of all non-sworn staff, such as communications and clerical support.

Operations Division

NAME	DUTY ASSIGNMENT On 25 JAN 2022	YEARS/MONTHS OF EMPLOYMENT
1. Mike McConnell	Chief of Police	12.1
2. Manuel Rico	Assistant Chief of Police	25.1
3. Kaycee Mitre	Patrol Division Lieutenant	16.5
4. Jesus Ortega	CID/Special Services Lieutenant	15.11
5. Bruce Campbell	Patrol	13.1
6. Abel Labrado	Detective	12.4
7. Cameron Zeiger	Patrol	10.7
8. Guillermo Rosas	Patrol Sergeant	10.7
9. Gilbert Rodriguez	Detective	9.8
10. John Rodriguez	Patrol Sergeant	9.5
11. Jaime Crespo	Administrative Staff	7.10
12. Juan Nunez	Patrol Sergeant	7.9
13. Eric Delgadillo	Patrol/Traffic Motor Unit	7.8
14. Victor Vasquez	Patrol	6.3
15. Michael Sierra	Patrol	5.3
16. Bryan Avitia	Patrol	4.3
17. Abraham Diaz	Patrol	3.3
18. Heli Sierra	Patrol	3.2
19. Gustavo Chavez	Patrol	2.10
20. Jason Alvarez	Patrol	2.2
21. Victoria Hernandez	Patrol	1.0
22. Jason Hart	Patrol	.11
23. Eric Perez	Patrol	.11
24. Vanessa Gamboa	Patrol	.8
25. Vivian Vega	Patrol	.4
26. Ricardo Miramontes	Patrol	.1
27. Open	Patrol	



Support Division

NAME	DUTY ASSIGNMENT On 25 JAN 2022	YEARS OF EMPLOYMENT
Cynthia Luna	Administrative Assistant I	14.2
Mauro Nieto	Evidence Technician	5.0
Josue Mendoza	Information Technology	3.4
Margarita Villaneda	Payroll Clerk/Finance/Grants	.03
1. Elva Ramos	Communications Division Manager	9.3
2. Sheila Tarango	Telecommunicator Shift Supervisor	8.3
3. Irlanda Huerta	Telecommunicator	7.9
4. Grisell Acosta	Telecommunicator	6.10
5. Ulysses Molina	Telecommunicator	6.10
6. William Barber	Telecommunicator Shift Supervisor	5.0
7. Cynthia Ramirez	Telecommunicator	4.11
8. Desiray Flores	Telecommunicator	4.9
9. Leslie Duran	Telecommunicator	4.4
10. Carsten Patino-Pickert	Telecommunicator	2.5
11. Richard Velasquez	Telecommunicator	.1
12. Open	Telecommunicator	Interviews underway
13. Open	Telecommunicator	Interviews underway
14. Open	Telecommunicator	Interviews underway
15. Open	Telecommunicator	Interviews underway
16. Open	Telecommunicator	Interviews underway
17. Open	Telecommunicator	Interviews underway

At this time, the Town of Horizon City provides 8.00 FTE telecommunicators, ESD#1 provides 2.2 FTE telecommunicators, and ESD#2 provides for 6.8 telecommunicators for a total of 17 FTE's.



Patrol Services

The officers patrolling our streets take this job with one purpose in mind, to serve our Horizon City community. They are committed to learning the many aspects of a patrol officer's job, including learning laws, the process of prosecuting a crime, department policy, technical driving, self-defense moves, and developing technical writing skills. All these facets come together to prepare our officers to do what they need to do to keep our town safe. The officers on patrol are all eager to work, enjoy their job, and love helping people. The newly equipped patrol vehicles are fully equipped with in-car video cameras, mobile radar units, mobile data computers, making the job more effective.

Accountability is essential, which is why our agency is committed to holding ourselves accountable by equipping our vehicles and officers with state-of-the-art vehicle and body cameras capturing incidents in which we become involved. Our vehicles are equipped with an advanced video system that automatically captures video when emergency lights are activated and begins uploading the video footage via a wireless connection without providing the officer an opportunity to delete or otherwise tamper with the video.

Our officers respond to various types of calls, including car crashes, domestic disputes, thefts at stores, home break-ins, vehicle break-ins, and major crimes. Officers also conduct preventive crime tasks such as monitoring traffic for moving violations, conducting patrol on foot in shopping centers and parks, and taking up a challenge of two-on-two basketball every once in a while.

Officer Training

The training division ensures the department maintains compliance, which requires each officer and telecommunicator to complete a minimum amount of continuing education hours governed by the state, the Texas Commission on Law Enforcement. In 2021, the training division accounted for 3,200 hours for certified staff (officers and telecommunicators). Additionally, our department participated in training from multiple organizations, for instance, El Paso County Sheriff's Office Training Academy, El Paso Police Department Training Academy, El Paso Community College (Law Enforcement Training Academy), Lexipol's Police-One Academy (online platform), distance education training opportunities and in-house training. Departmental training enhances our capabilities to serve the community effectively.

Department training hours

Officer Training Hours	2,835
Telecommunicator Training Hours	365
Total Training Hours	3,200

In 2021, the following certificates were awarded by Texas Commission on Law Enforcement (TCOLE).

Officers

Det. A. Labrado	Master Peace Officer
Det. G. Rodriguez	Advanced Peace Officer
Sgt. J. Rodriguez	Advanced Peace Officer
Off. C. Zeiger	Advanced Peace Officer
Off. J. Rodriguez	Advanced Peace Officer
Off. M. Sierra	Intermediate Peace Officer

Telecommunicators

Sheila Tarango	Master Telecommunicator
William Barber	Advanced Telecommunicator
Cynthia Ramirez	Advanced Telecommunicator
Desiray Flores	Advanced Telecommunicator
Leslie Duran	Advanced Telecommunicator
Carsten Patino-Pickert	Intermediate Telecommunicator

At present, we have sixteen instructors in our department that are trained and certified on the following topics:

- ✓ TCOLE Instructors – Chief McConnell; Assistant Chief Rico; Lieutenant Ortega, Lieutenant Mitre; Sergeant Rosas; Sergeant JC Rodriguez; Sergeant Nunez;

Detective Labrado; Officer Campbell; Officer Zeiger; Officer Crespo; Officer Delgadillo; Communications Manager Elva Ramos; Communications Supervisor Sheila Tarango; Communications Supervisor Ulysses Molina and Communications Supervisor Rebekah Arceo.

- ✓ Firearms Instructor – Assistant Chief Rico; Detective Labrado; Officer Crespo; Officer Delgadillo
- ✓ Patrol Rifle Instructor- Assistant Chief Rico; Detective Labrado; Officer Delgadillo
- ✓ TASER Instructor – Sergeant Nunez; Officer Crespo; Officer Delgadillo
- ✓ EVOG Instructor- Sergeant Nunez; Officer Crespo
- ✓ ASP Defensive Tactics Instructor- Sergeant Rosas; Detective Labrado; Sergeant Nunez; Officer Crespo
- ✓ ALERRT Active Shooter Instructor- Officer Delgadillo
- ✓ Stop Stick Tire Deflation Instructor- Officer Crespo, Officer Delgadillo
- ✓ AHA Basic Life Support (CPR) Instructor- Sergeant Nunez; Officer Crespo

Sworn and Non-Sworn personnel attended many mandated classes during the year. These topics include State & Federal Law Update, Culture Diversity, Crisis Intervention, Special Investigative Topics, De-Escalation, Human Trafficking, Canine Encounters, Interacting with Deaf and Hard of Hearing, Civilian Interaction Training Program, Body Worn Camera, Court Security Officer Course, Crime Scene Investigation, Use of Force, Spanish for Law Enforcement, Identity Theft, Asset Forfeiture, Racial Profiling, Active Shooter, TDD/ TTY, Crimes Against Disabled, Basic Telecommunicator Course, Sovereign Citizens, Conflict Resolution, Child Safety Check Alert List, and Intoxilyzer Operator Course.

In addition, several classes were taught in our building, including Taser X2 Transition Course, Defensive Tactics (ASP), American Heart Association Basic Life Support (CPR), Stop-Stick, Bias Based Profiling, Self-Aid Buddy-Aid (SABA), Ultimate Training Munitions (Portable Training Facility) and recertification for firearms, including patrol rifles. Multiple assorted courses were also available through Lexipol's Police-One Academy (online platform), which assisted the department in mandated courses and additional supplemental training topics such as Management Skills, Officer Safety, Defensive Driving, and Investigative Skills. This online-based platform enables creating and managing a learning plan based on each individual.

The police department maintained accreditation from the Texas Police Chiefs Association by fulfilling the requirements. These best practices were developed by professional Texas Law Enforcement officials and adopted for the sole use and exclusive purpose of providing Texas agencies with the best business practice of professionalism and as a basis of determining compliance with these practices as part of the Texas Law Enforcement Best Practices Recognition Program. Each week a "Vincible" Roll Call training is issued with an important topic or problem for debate or discussion. They support best practices and require agencies to consider tactics in addition to policies and procedures.



The State of Texas requires that each peace officer receives a minimum of 40-hours of training every two-year training unit to include a state and federal law update class. Our officers have already completed the 87th State & Federal Law Update and currently operating to achieve the hours required for the training unit starting September 2021 and ending in August 2023.

The State of Texas requires that each telecommunicator receives a minimum of 20- hours of training every two-year training unit to include an approved CPR Course. Our telecommunicators have already completed the AHA Basic Life Support (CPR) Certification and are currently operating to achieve the hours required for the training unit starting September 2021 and ending August 2023.



Next year, we will add one additional TCOLE certified instructor to assist with the annual in-service training requirements. Additionally, several of our instructors attended the Axon's Academy Taser Instructor Re-

certification to enhance our department's versatility. We have also continued sending

personnel to other specialized training opportunities to serve our community better. These include four new Intoxilyzer Operators, one new Field Training Officer (FTO), one new Basic Instructor, Texas Association of Property & Evidence Inventory Technicians Conference (TAPEIT), Investigative Topics, Commercial Vehicle Interdiction, and Texas Gang Investigators seminar. Finally, the training division will provide all personnel in-service continuing education and specialized training opportunities to enhance their knowledge, skills, abilities, and expertise.

Firearms Program

Duty Weapon, Off Duty Weapon, and Shotgun

In September 2021, all officers participated in the annual Firearms Training. This 8-hour course is designed to refresh the officers with several types of firearms, their parts, and their functions. They also strengthen the basic shooting principles, common shooting errors and how to correct them, firearms liability issues, and firearms safety procedures. At the end of the course, officers effectively demonstrate their ability to operate a handgun and shotgun on the firing range. The training consists of a combined classroom, seven tactical drills, and live fire.

TCOLE firearms qualification requires the minimum passing percentage shall be 70 for each firearm. All officers qualified with their duty weapon, off-duty (if carrying), and shotgun with a minimum passing percentage of 80. A total of 50 duty rounds per officer are used to qualify.

The qualification course consists of:

- ✓ 6 rounds from the 25-yard line (standing or kneeling)
- ✓ 8 rounds from the 15-yard line (stepping to the front)
- ✓ 6 rounds from the 10-yard line (front oblique, right then left)
- ✓ 6 rounds from the 10-yard line (rear oblique, right then left)
- ✓ 12 rounds from the 7-yard line (side-stepping, right then left)
- ✓ 6 rounds from the 5-yard line (stepping to the back, failure drill)
- ✓ 3 rounds from the 3-yard line (weapon hand only)
- ✓ 3 rounds from the 3-yard line (support hand only)

A total of 5 rifled slugs and 5 buckshot per officer are used to qualify. The qualification course consists of:

- ✓ 5 rounds (rifled slug) from the 25-yard line
- ✓ 3 rounds (buckshot) from the 15-yard line (tactical reload)
- ✓ 2 rounds (buckshot) from the 10-yard line (tactical reload)

AR-15

In September 2021, all officers participated in the annual Patrol Rifle Training. This 8-course is designed to reinforce the importance of the patrol rifle's care, operation, nomenclature, and marksmanship. The training consists of a combined classroom, five tactical drills, and live fire. Officers are also exposed to dry-fire drills to include proper tourniquet application scenarios.

All officers qualified with their duty patrol rifle with a minimum passing percentage of 80. A total of 30 duty rounds per officer are used to qualify.

The qualification course consists of:

- ✓ 8 rounds from the 50-yard line (standing or kneeling)
- ✓ 4 rounds from the 35-yard line (prone position)
- ✓ 8 rounds from the 25-20-yard line (oblique forward movement)
- ✓ 10 rounds from the 25-15-yard line (walking forward, firing on command)



Taser

Eight new-hire officers participated in the Taser Conducted Energy Weapon (CEW) User



Transition Course. This course was designed to certify current Taser X26/X26P users in the basic operational theory and practical training required to safely and effectively operate the Taser X2 (CEW). This requirement authorizes officers to carry the current department-approved Taser X2 (CEW). The course consisted of 2 hours of combined classroom,

training drills, and live (CEW) cartridge deployment into preferred target zones. Next year, all sworn personnel will participate in the Taser Conducted Energy Weapon (CEW) User

Update Course. In addition, four instructors obtained their Taser (CEW) Instructor Certification.

Field Training Officer Program

The Horizon City Police Department Field Training Officer (FTO) Program is a 4-month instructional process that oversees the training of Probationary Police Officers. FTOs are a selected group of officers who have shown to be reliable employees with a strong work ethic and the want to mentor and train new personnel. The department has six active FTO's in the program. FTOs are tasked with training every new officer and teaching them to administer the knowledge and skills learned in the academy by showing them how to apply these principles in real-life situations. The training consists of 4 phases; each phase is filled with training tasks and objectives that the probationary police officer is trained. Upon completing the FTO Program, the probationary police officer is released from training and assigned to a shift. In addition, an annual process review of the Field Training Officer Program is conducted to discuss or refresh departmental policy, changes or modifications to the operation of the program, and input into program improvement.

The Field Training Program consisted of Coordinator J. Crespo and Field Training Officers B. Campbell, V. Vasquez, M. Sierra, B. Avitia, A. Diaz, and G. Chavez.

In 2021, Officers V. Hernandez, J. Hart, E. Perez, J. Deanda, S. Arriaga, V. Gamboa, and V. Vega completed the Field Training Program.

Federal and State Grants

There are two grants that the department typically applies for to obtain overtime monies



to enhance the patrol for the Town of Horizon and combat all elements of crime. One of the grants is the federal Homeland Security Grant.

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and prepare the Nation for the threats and hazards that pose the most significant risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential

to achieving the national preparedness goal of a secure and resilient nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community but instead require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

Operation Stonegarden (OPSG) supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and local, Tribal, territorial, state, and federal law enforcement agencies.



The Horizon City Police Department received \$68,001.00 for overtime when officers work under this program. Meeting the goals and objectives of the grant is essential, and audits are conducted to ensure these goals and objectives are achieved. The second grant we participate with is for Operation Border Star. This grant is similar to the Stonegarden grant, except the main goals are more Texas-focused.

The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and prevent criminal activity. Program participants also assist in the execution of coordinated border security operations to:

- Increase the effectiveness and impact of Steady-State and Surge Operations.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of air operations mission planning and prioritization.
- Increase the coordination and integration of air-ground team operations to include

Texas Military Forces (TMF) aviation, United States Customs and Border Patrol (USCBP) Air and Marine, Texas Department of Public Safety (DPS) Aircraft Division, and United States Coast Guard (USCG) aviation support.

- Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most severe threats and are conducted in high payoff areas.
- Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
- Increase intelligence-based operations at the Unified Command level through the integration of TxMap, sector-specific information, and intelligence analysis.

This Year, the Town of Horizon City Police Department was awarded \$109,000.00 for this grant.

Communications Division

The communications division remains active in handling and dispatching calls for the Horizon City Police Department, Emergency Services District #1 and #2. The volume of calls and radio transmissions continues to rise over time. To meet the demands of call volume and radio transmissions, the communications division remains at a minimum of three dispatchers per shift. After working as telecommunicators for more than three years, Priscilla Mena, Ricardo Sanchez,



Stephanie Dominguez, Leslie Quijas, and Sylvia Cano left the communications division. The department wishes them every success in their future endeavors! The communications division is in the process of hiring five dispatchers to be fully staffed at seventeen.

As a result of COVID, security measures continued to be taken. An additional dispatch room with two fully functional stations was added. The communications division now has a total of six fully

functional stations.

Throughout the year, telecommunicators attended several in-class and online trainings. The training sessions attended in person at the El Paso County 911 District were *Building Financial Strength for First Responder Families*, *Motivations*, and *7 ways to stop workplace drama in public safety*. The El Paso County 911 District held *Handling the Rising Tide of Suicide* training online. The goal of the training was to provide public-safety dispatchers and call takers with background information, concepts, techniques, and an understanding of the emotional impact of dealing with suicides and suicidal callers. In addition, a *Sovereign Citizens* self-paced online training provided by the El Paso County 911 District was assigned to all telecommunicators. Online training continued to be assigned through the Police One Academy website. Several telecommunicators recertified as Emergency Medical and Fire Dispatchers (EMD/EFD). All telecommunicators recertified for their CPR. The third shift supervisor also attended the required Basic Instructor Course.



Horizon Fire Marshal Frank Guillen invited the communications manager to attend a tour held at the Amazon building. The communications manager and a dispatcher attended the three-hour tour. The communications manager, the training coordinator, and a dispatcher attended the UTEP Career Expo 2021 held at the Don Haskins Center. In addition, the communications

manager and training coordinator also attended the El Paso Career Fair Connection. The communications manager and first shift supervisor attended the TCJUIG Conference held in Corpus Christi. The course is designed for personnel assigned as the Terminal Agency Coordinator (TAC) for the department. Every year during the second week of April, telecommunicators are honored nationwide. Telecommunicator Week is a dedicated week to celebrate, honor, and thank those who dedicate their lives to serving the public every day. The El Paso County 911 District gifted dispatchers with a cap for Telecommunicator week to show their gratitude for telecommunicators that serve El Paso.



Fourth of July continues to be the most demanding holiday of the year for the communications division due to the forecasted high number of fires and calls related to fireworks received. As every year, the schedule was modified to meet the demands of the high volume of calls and radio traffic for both police and fire. Fifteen dispatchers, including the communications manager and shift supervisors, were scheduled to work. Four dispatchers were scheduled to take calls at the El Paso Regional Communication



Center located at 6055 Threadgill. The six consoles at the Horizon City Police Department were assigned to dispatch county fire and police. County fire channel 1 was assigned to the main dispatch response for Clint, Fabens, San Elizario, Socorro, and the West Valley Fire Departments. County fire channels 2 and 3 were reserved for structure fires or major incidents. County fire channel 4 was assigned to Montana Vista Fire Department. Horizon Fire Department was assigned to 800 MHZ Resource channel. From 18:00 and 12:00 hours, crisis radio procedures were in effect. Thirty-two fire calls and seventy-one police calls were received between 18:00 and 6:00.

Every month, the communications manager attended the Emergency Services District #1 and #2 commissioner's meetings to present the communications monthly report. The Emergency Services District #1 hosted their meetings in person at the Horizon Fire Station #1 and people in attendance logged in virtually through Global Go to Meeting. The Emergency Services District #2 continued holding the meetings via Microsoft Teams.

The communications manager and a dispatcher attended the annual National Night Out. They set up to recruit anyone interested in joining the communications division. Several applications were handed out.

The communications division has been five dispatchers short for several months. Dispatchers worked as a team to meet the demands of having three dispatchers per shift. Thank you for your patience, dedication and hard work. Interviews were held and two applicants are currently undergoing their background checks. The Horizon Fire Department cordially invited dispatch to their annual Christmas party held at the EPIC Railyard Event Center.

Criminal Investigations Division (CID)

The Criminal Investigations Division (CID) is under the supervision of a lieutenant and includes two detectives that manage all case referrals. The CID lieutenant receives case referrals from the patrol sergeants and reviews and assigns cases to the detectives. The CID lieutenant follows up on the case assignments and sees that they are presented to the District Attorney's Office promptly. Once a week, the CID lieutenant goes to the District Attorney's Office to review cases presented to the courts, receive cases that might need additional investigation, or cases that have been declined. The goals for the detectives are to investigate criminal cases in a timely fashion and always treat every case as a high priority. The goals include providing investigative support and expertise to the organization to combat criminal organizations/enterprises and violent offenders while seeking justice for victims and families.

This past year detectives handled over 180 cases, including burglary of habitation, burglary of a vehicle, robbery, indecency with a child, identity thefts, criminal mischiefs, online solicitation, and sexual assaults.

Working closely with neighboring law enforcement agencies is essential for our detectives and department as a whole. Some of the agencies we collaborate with are the El Paso County Sheriff's Department, the El Paso Police Department, and the Texas Department of Public Safety. The Sheriff's Department supports our agency with homicide cases and other major criminal cases. The El Paso Police Department assists with latent fingerprint examinations obtained during a crime investigation. Latent fingerprints are taken to EPPD's headquarters, where they are processed through their database to identify individuals already in the database. DPS assists our officers when a serious or fatal accident occurs in our jurisdiction. They help our department with providing proper diagrams and obtaining measurements of accidents.

The CID lieutenant attends numerous inter-agency meetings and enhances the dialog between the agencies that assist the division with the day-to-day operations. Lieutenant Ortega continues as part of the Sheriff Department's hostage negotiation team and trains with them.

Evidence & Property Management

The work of evidence & property management is mainly the responsibility of the forensic technician/evidence technician, being overseen by a Lieutenant. The forensic technician is an essential component of our organization. The forensic technician detects, collects, and documents evidence found at a crime scene. The forensic technician then summarizes his finding in written reports. Depending on the complexity of the case that is being investigated, the forensic technician will collect physical evidence with the goal of identifying a suspect and solving the case.

The forensic technician's work schedule varies depending on the call-outs. Overtime is typical because he must always be available to analyze evidence collected when a crime occurs. Some of his duties include processing all contraband submitted by the patrol officers. Example of some of the contraband collected is cocaine, marijuana, THC, heroin, alprazolam (Xanax pills) and methamphetamine. The forensic technician processes all the contraband and logs it into the evidence room. Processing all items includes determining what needs to be analyzed by the DPS crime lab. The forensic technician communicates with DPS and sets up an appointment to drop off narcotics once the evidence has been satisfactorily cataloged so they can be weighed and given the actual narcotics name and analyzed. The written reports are forwarded to the District Attorney's Office.

The forensic technician is also responsible for troubleshooting our officer used camera systems which is a constant challenge. Since the forensic technician has access to the video system, he is also responsible for providing the videos requested and submitted to the District Attorney's Office to prosecute the department's criminal cases. The forensic technician also fulfills all open record video requests. He also ensures all laws concerning the release of videos are correctly accomplished. The forensic technician also provides in-person fingerprinting for employment or any background investigations and is open to walk-ins Monday-Friday between 8:00 am and 4:00 pm.

The following statistics details come information concerning evidence received:

- 108 open records requests from citizens within the community or surrounding jurisdiction.

- 160 District Attorney's Office requests for copies of videos or other pertinent information on the department's criminal cases.
 - ✓ 147 items of evidence were submitted for analysis to the DPS
 - ✓ Marijuana 18.935 ounces
 - ✓ THC 409.25 grams
 - ✓ Cocaine 21.9 grams
 - ✓ Methamphetamine 3.8 grams
 - ✓ Heroin 23.5 grams
 - ✓ Alprazolam (Xanax) 59 pills

Warrant Officer

In our department, the warrants officer must multi-task. One of the primary duties of the warrants officer is to serve as the bailiff for the Horizon City Municipal Court. The role is to determine the security needs for the municipal court by evaluating, recommending, and implementing security plans. Safety of the courtroom includes arresting and transporting individuals who have active warrants and cannot post bond. The warrants officer interacts professionally and courteously with both members of the community and those that are visiting the Horizon City Municipal Court. The warrants officer is responsible for serving the court-issued summons. The warrant officer served 221 subpoenas for citations.

Another duty that the warrants officer addresses is reviewing all child abuse notifications received from the Texas Department of Family and Protective Services (CPS). The notifications are screened, and if the case occurs in our jurisdiction, the detective will work the cases to completion as needed. This year 137 cases were reviewed by the warrants officer.

The warrants officer, the forensic technician, and the CID lieutenant's assistants maintain the fleet for the division. Patrol vehicles that need any maintenance are taken to the City of El Paso Fleet Services, where they are adequately serviced. This year, the shop was visited over 100 times for maintenance, including oil changes, tires, and batteries replacement.

Community Outreach

Coffee with A Cop

Coffee with a Cop began in the Fall of 2017 by the Horizon City Police Department. This event was held at our local Whataburger. Every year, the Town of Horizon City continues to grow and welcome new businesses to the area. The Horizon City Police Department has partnered up alongside local coffee shop Amber's Coffee and Starbucks to hold the recurring event of "Coffee with a Cop". The purpose of "Coffee with a Cop" is to help build relationships, improve trust and create a sense of unity within local law enforcement and members of the Horizon City community. Due to the rise of Coronavirus cases, these in-person events were held at a very minimal occurrence throughout the year. The evolution of adapting to safety measures and lesson Covid-19 exposures is of the utmost importance to the Police Department. On Tuesday, November 2, 2021, "Coffee with a Cop" was held at Amber's Coffee, where the officers met with several community members and conversed about the rapidly increasing growth of the city, its surroundings, and its population.



This event is a useful tool in which the community and officers come together to proactively converse efforts to prevent, deter and stop criminal activity. The police department will continue to combine efforts with the community to bring back this event to in-person meetings.

Career Days & School Presentations

The 2021 school year returned to somewhat normal means of operations for all schools



in the Horizon City community. Students were now to return to in-person schooling. On Friday, November 19, 2021, Officer Diaz, Sergeant Nunez, Officer Chavez, Officer Hernandez, and Officer Perez attended a Career Day at the Desert Hills Elementary School. The career day presentation was for all second-grade students. The presentation focused on the many ways a public servant, in the capacity of a peace officer, serves and makes a difference in the community. The presentation also included a show and tell of the officer's patrol unit. All of the officers' patrol gear carried inside the patrol unit, including; stop sticks, a patrol rifle, and a

ballistic vest, were all used in the demonstration. The students were also taught to identify the three major components (agencies badge, agencies patch, and officers name tag) that a police officer should be wearing when attending their school. This event allowed students to engage, ask questions and create a bond with the members of their local Police Department.



National Night Out

For this year's National Night Out had for the first time, the Horizon Fire Department El Paso County Emergency Service District #1 was a co-host along with the Horizon City Police Department.



The event had over forty-two community partners who made this event fun and enjoyable for the community. National Night Out took place October 4, 2021. The event was held at one of the newest Public Parks in Horizon City, at the Horizon Town Center

Park located at 13741 Town Center. The event had several live performances by the Horizon High School and Eastlake High School drumlines; the Horizon Fire Department performed live vehicle extrication using the "Jaws of Life " as well as repelling from the top of the Aerial Ladder Truck. The Socorro Police Department Emergency Response Team, displayed several live tactical operations, including K-9 deployments. The annual tug of war between the Fire Department and Police Department was won by the Police Department which caused members of the losing department to get a pie to their face. More than a bragging right as to see which public servant profession is better than the other, the public was able to see how hard each member tugged and pulled on the rope to show their strength and commitment in serving their communities. This event also had local vendors and food trucks. The Horizon City Police Association along with Horizon City Municipal Court, worked in unison to gather gifts to raffle out to members of the community.



Community Presentations & Partnerships

On April 8-10th 2021, the Horizon City Police Department conducted traffic control operations at the Holy Spirit Church located at 14600 Horizon Blvd. Walgreens hosted a free vaccine Covid-19 drive to the Horizon City Community and surrounding communities in this event. The police department assisted the Manantial Church with traffic control



during their food distribution program that feeds hundreds of families in our communities. The police department also partnered with the IDEA Horizon Vista school to Celebrate the 4th of July; a professional firework show was displayed to end the celebration. In early September 2021, members of the Horizon City Council,

Alderman Samantha Corral and Alderman Andy Renteria, along with Horizon City Police Officers, attended the grand opening of the Starbucks located at 13895 Horizon Blvd. On September 29, 2021, officers from the Horizon City Police Department assisted the Socorro Independent School District Police Department with traffic control for the Eastlake High School Homecoming parade.

Christmas Parade



On December 3, 2021, the Horizon City Police Department provided traffic control and public safety for the Centennial Lions club annual tree lighting. The tree lighting took place at the Desmond Corcoran Park, located on Rodman St. On December 4, Horizon City Police Department also provided traffic control and public safety for

the Centennial Lions Club Christmas Parade. The parade was led by officer Delgadillo who is the first Horizon City Police Officer motor traffic enforcement unit. Officer Delgadillo elegantly and proudly rode his fully marked patrol motorcycle.

The Centennial Lions Club Christmas Parade is an annual Christmas parade held at the beginning of December, for members of the Horizon City community and surrounding areas to come together and celebrate the Christmas holidays. The parade organizers welcome local law enforcement agencies, local shops, schools, and church groups to attend. It is an event that is very popular in the city of Horizon.



September 11th Memorial Ceremony

This event was hosted by the Horizon Fire Department El Paso County Emergency Service District #1. The ceremony took place at their new station #2, located at 12361 Paseo del Este Blvd. The Horizon City Mayor Ruben Mendoza attended the event and gave the opening statements. Agencies from across the borderland participated in the event, including the US Border Patrol, El Paso County Sheriff's Office, Socorro Police Department and Socorro Fire Department, Elite Medical Transport, Life Ambulance. The event was a gathering of several agencies, with the purpose to recognize and remember those who had lost their lives in the events of September 11, 2000.



Explorer Program

One of the major goals of the Crime Prevention Division for 2022 is to establish once again, an Explorer Program sponsored by the Boys Scouts of America. The purpose of the Horizon City Explorer Program is to provide teenagers and young adults with a better understanding of what a job in Law Enforcement encompasses. This program gives young members of the community the opportunity to learn about careers in Law Enforcement. Officer Diaz will be working with the Horizon City Police Association and the Horizon Police Department to establish a fund for the program so the professional standards set forth can be reached with utmost honor and professionalism. This program is something that young adults look forward to having, as it provides insight into professional development and opens doors for their future.

Citizen Police Academy

Like the Explorer Program, a major goal for the Crime Prevention Division for 2022 is to establish a Citizen Police Academy. The Citizen Police Academy is a valuable effort to work in conjunction with citizens of the Horizon community. This is a free learning experience for community members and allows them to understand law enforcement activities in their community better. As the Police Explorer Program and Citizen Police Academy begin to take shape, officer Diaz is working on obtaining his certifications to conduct Home Safety Inspections.

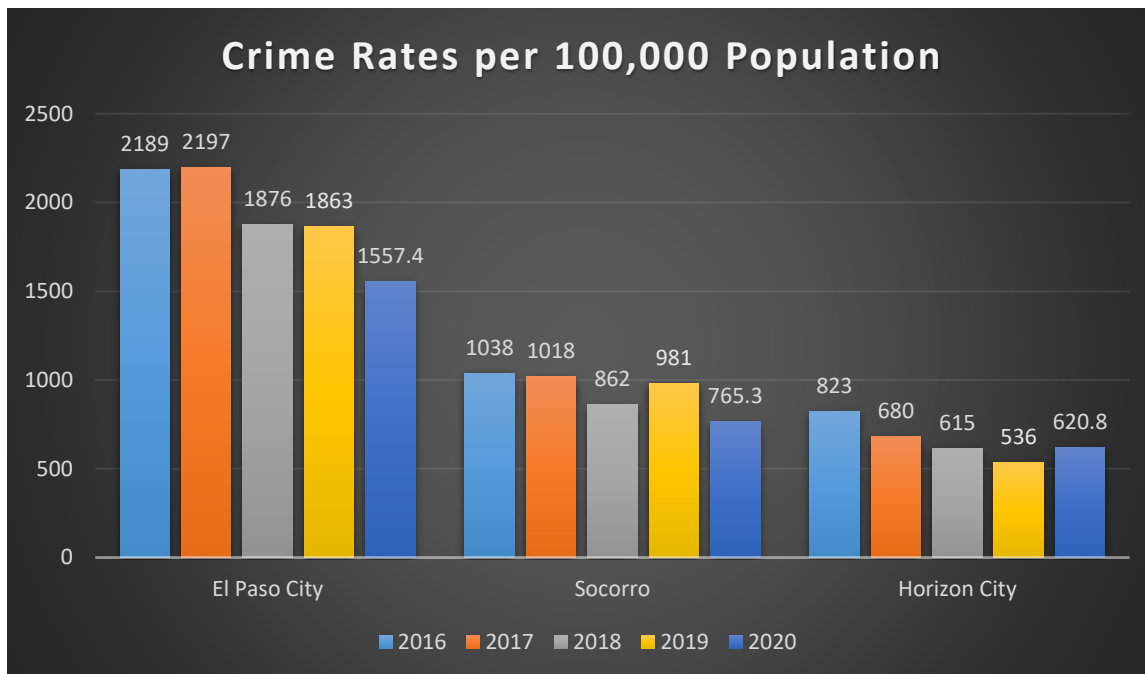
Horizon City - Major Crimes Reported Comparison by Year

Crime Statistics

	2017	2018	2019	2020	2021
Murder	1	0	0	0	0
Sexual Assault	9	12	9	12	12
Robbery	3	4	1	2	3
Assault	10	8	6	14	29
Burglary	17	24	12	13	17
Larceny	93	83	85	83	55
Auto Theft	7	4	4	12	9
Totals	140	135	117	126	125

Crime Rates per 100,000 Population Compared Cities

Crime rates are calculated by taking the number of reported crimes in a particular jurisdiction and dividing by the total population of that same jurisdiction. The result of that calculation is multiplied by 100,000. The result of this equation equals the rate of crime per 100,000 persons. This is a useful way to make comparisons between jurisdictions regardless of the population. This data is always lagging, and the latest data set is 2020. The following table includes the crimes: Murder, Rape, Aggravated Assault, Burglary, Larceny, and Auto Theft. The data was obtained from the Texas Department of Public Safety.¹



¹ 2020 Crime in Texas Report : Crime by Jurisdiction 10b, <https://www.dps.texas.gov/section/crime-records/crime-texas>

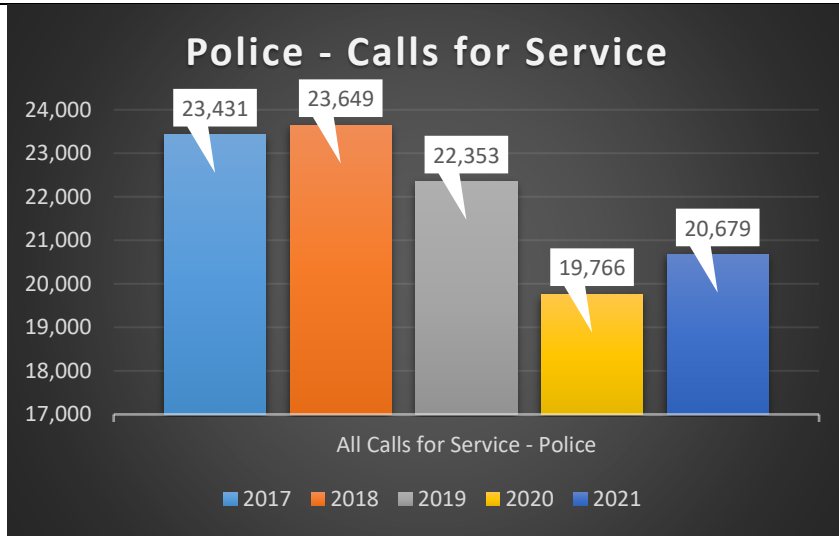
Local Arrests

The following chart demonstrates the raw numbers of Part II crimes that resulted in criminal charges being filed.

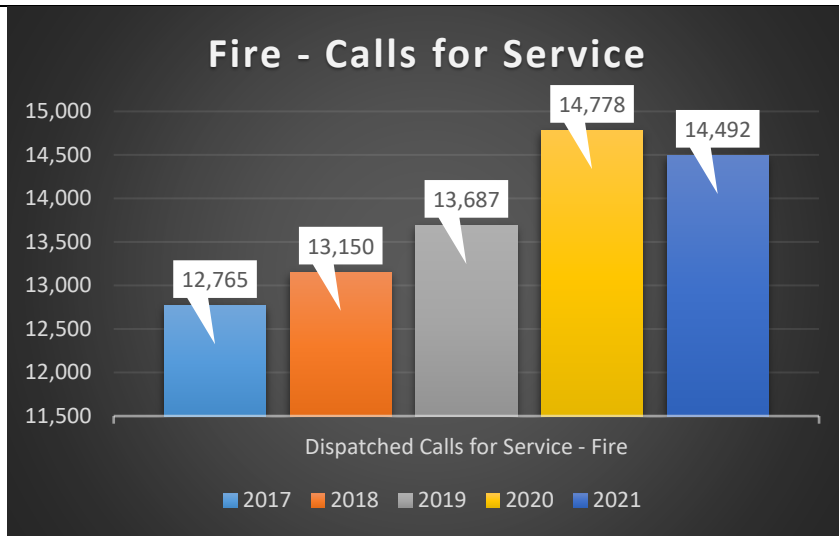
	2017	2018	2019	2020	2021
Aggravated Assault	5	1	1	4	4
Simple Assault	11	18	23	27	19
Burglary/Breaking and Entering	6	3	0	1	3
All Other Larceny	28	23	22	21	29
Drug/Narcotics Violation	61	61	54	47	45
Robbery	1	1	0	0	3
Offenses against family and children	2	0	0	1	0
Disorderly Conduct	6	5	14	2	7
Driving Under the Influence	33	43	57	58	62
Drunkenness	26	2	0	0	1
Liquor Law Violation	28	27	31	23	13
All Other Offenses	71	55	50	39	40
Total Charges Filed	278	239	252	223	226

Charts & Statistics

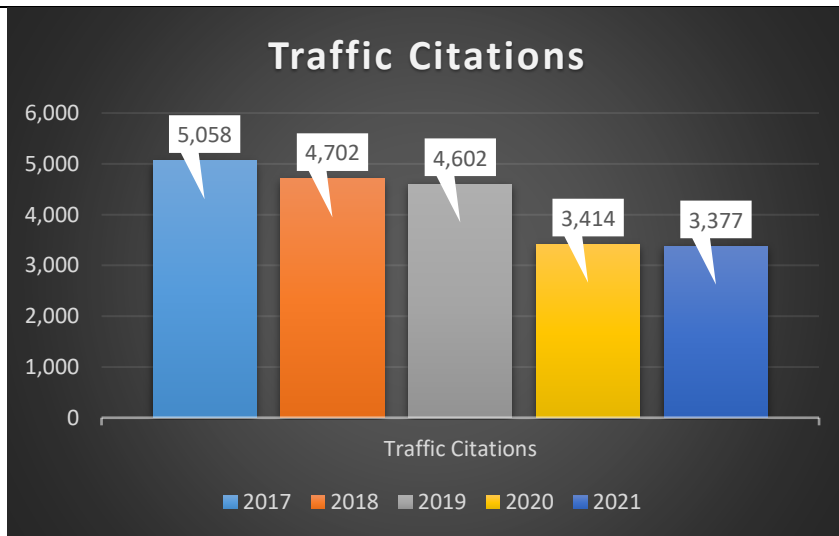
Police – Calls for Service



Fire –Calls for Service



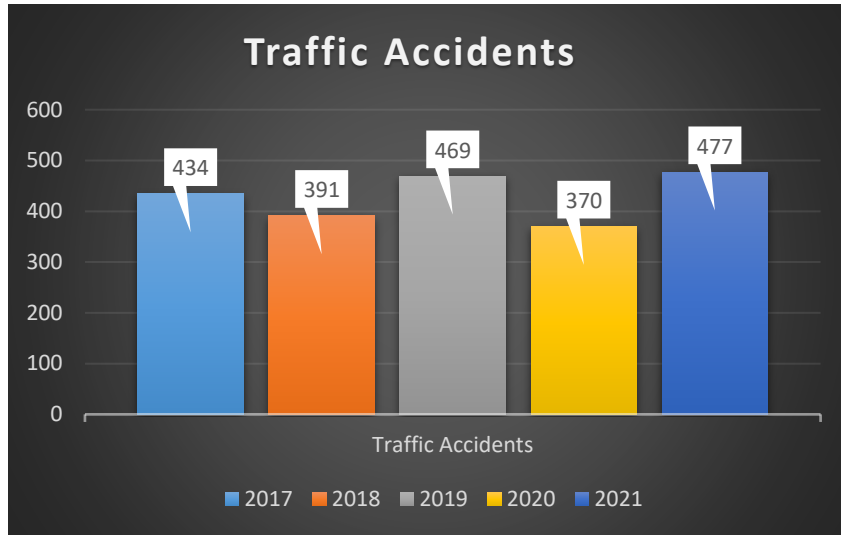
Traffic Citations



Reports Written



Traffic Accidents*



** The traffic accident numbers reflect all reported accidents, whether there was a full state report created or not since many accidents are minor and do not require full investigations.*

Citizen Complaints

In 2021, we had four informal concerns on officers. Three were written complaints. Two of which were sustained and appropriate action was taken.

Citizen Complaints 2021

	Informal Citizen Complaints	Written Complaints	Complaints Sustained
January	1	0	0
February	0	0	0
March	1	0	0
April	0	0	0
May	0	0	0
June	0	0	0
July	0	1	1
August	0	1	0
September	0	1	1
October	0	0	0
November	2	0	0
December	0	0	0

Police Department Motor Vehicle Inventory – 2021

#	Unit	Year	Model	License	Vin	Assigned to	Actual Miles		Miles Driven
							2020	2021	
1	6412	2012	Ford Utility Van	114-0515	1FDWE3FL8CDA18883	Crime Scene Unit	1,958	43,692	41,734
2	6213	2012	Ford Taurus	114-0701	1FAHP2M80DG188807	Off Avitia	85,829	96,926	11,097
3	6114	2014	Ford Explorer	116-8365	1FM5K8AR0EGA65078	Off Delgadillo	81,604	92,937	11,333
4	6115	2015	Ford Explorer	122-5620	1FM5K8AR8FGB83851	Off Diaz	98,548	105,663	7,115
5	6215	2015	Ford Explorer	122-3623	1FM5K8AR6FGB83850	Off H Sierra	81,890	89,808	7,918
6	6116	2016	Ford Explorer	131-4063	1FM5K8AR3GGC36456	Off Campbell	73,305	86,997	13,692
7	6216	2016	Ford Explorer	131-4062	1FM5K8AR5GGC36457	Off Vasquez	67,983	76,746	8,763
8	6316	2016	Ford Explorer	131-4064	1FM5K8AR1GGC36455	Off Zeiger	73,616	85,579	11,963
9	6118	2018	Ford Fusion	LBS-9495	3FA6POG71JR277871	Lt Mitre	13,316	39,126	25,810
10	6218	2018	Ford Fusion	LBS-9313	3FA6POG71JR277872	Det Rodriguez	18,748	28,640	10,392
11	6318	2018	Ford Fusion	LBS-9314	3FA6POG71JR277873	Off Crespo	24,562	34,088	9,526
12	6418	2018	Ford Explorer	134-5806	1FM5K8AR5JGC74102	Off Miramontes Off Hart	22,449	33,923	11,447
13	6518	2018	Ford Explorer	134-5807	1FM5K8AR7JGC74103	Off Gamboa Off Perez	37,984	58,609	20,625
14	6718	2018	Ford Explorer	134-5808	1FM5K8AR4JGC55945	Off Hernandez	30,791	43,789	12,998
15	6818	2018	Ford Explorer	134-5810	1FM5K8AR6JGC55946	Off V Vega	32,518	49,997	17,479
16	6119	2019	Ford Fusion	LTD-6618	3FA6POG78KR183150	Det Labrado	11,195	16,920	5,725
17	6219	2019	Ford Explorer	134-5876	1FM5K8AR3KGA12676	Off M Sierra Off G Chavez	11,288	19,340	8,052
18	6319	2019	Ford Explorer	134-5875	1FM5K8AR5KGA12677	Off J Alvarez	24,700	32,706	8,006
19	6419	2019	Ford Explorer	134-5877	1FM5K8AR2KGA12684	Sgt Nunez	14,069	20,514	6,445
20	6120	2020	Ford F-350	142-0153	1FT8W3AT1LEC46946	Chief Rico	4,004	9,244	5,240
21	6220	2020	Ford F-250 4x4	142-0155	1FT7W2B6XLEC46944	Lt Flores	4,400	14,870	10,470
22	6121	2021	Ford Explorer	142-6909	1FM5K8AB5MGA65417	Sgt Rosas	0	2,336	2,336
23	6221	2021	Nissan Altima	PNK-8949	ND5NA213158730	Lt Ortega	0	4,878	4,878
24	6321	2021	Ford Explorer	142-7369	1FM5K8ABXMGB89991	Sgt Rodriguez	0	746	746
25	A-01	2011	Polaris	-----	4XAXY76A6BB413345	ATV	4,267	4,559	292
26	T-01	-----	Wells Cargo	900-0936		Mobile Command	0	0	0
27	M-11	2021	Harley Davidson	248-4XY	1HD1FMP15MB663856	Off Delgadillo	0	850	850

Horizon City Police Department
Racial Profiling 2021 Annual Contact Report



Letter to City Council

January 27, 2022

Dear distinguished Mayor and members of the City Council,

In 2001, the Texas Legislature enacted the Racial Profiling Law (S.B. 1074). Since becoming effective, the Horizon City Police Department has collected citation-based contact data to identify and address (if necessary) concerns regarding racial profiling practices by police officers.

In this report, you will find information on citation-based contact data along with documentation that aims at supporting the fact that the Horizon City Police Department has complied with The Texas Racial Profiling Law. You will have an opportunity to review documentation that demonstrates the Horizon City Police Department's compliance with the Texas Racial Profiling Law. Specifically, documents relevant to implementing an institutional policy banning racial profiling, implementing a racial profiling complaint process (including how it has been disclosed to the public), and the training administered to all law enforcement personnel are included.

This report also contains statistical data relevant to motor vehicle contacts from January 1, 2021, to December 31, 2021. This information has been analyzed and compared to data derived from the U.S. Census Bureau and the citation and arrest-based contact data collected in 2021. The final analysis and recommendations are also included.

According to state law, the data and supporting documentation presented in this report support the notion that the Horizon City Police Department is committed to the identification and resolution (if necessary) of all issues relevant to racial profiling.

Sincerely,

A handwritten signature in blue ink that reads "Mike McConnell". The signature is written in a cursive style.

Chief Mike McConnell

Report & Analysis

Article 2.132 of the Texas Code of Criminal Procedure requires that each law enforcement agency have a detailed written policy in regard to the topic of racial profiling. That policy must define racial profiling, prohibit the act of racial profiling, implement a complaint process, provide for public education, require corrective action if racial profiling occurs, require collection of data, and require the submission of an annual report.

The policy issued by the Horizon City Police Department in May 2016, fully complies with Article 2.132. The policy is set forth below in its entirety.

I. POLICY

We are committed to a respect for constitutional rights in the performance of our duties. Our success is based on the respect we give to our communities, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate on the basis of race, sex, gender, sexual orientation, national origin, ethnicity, age, or religion. Respect for diversity and equitable enforcement of the law are essential to our mission.

All enforcement actions shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and by statutory authority. In all enforcement decisions, officers shall be able to articulate specific facts, circumstances, and conclusions that support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Officers shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.

All departmental orders are informed and guided by this directive. Nothing in this order limits non-enforcement contacts between officers and the public.

II. PURPOSE

The purpose of this order is to provide general guidance on reducing the presence of bias in law enforcement actions, to identify key contexts in which bias may influence these actions, and emphasize the importance of the constitutional guidelines within which we operate.

III. DEFINITIONS

Most of the following terms appear in this policy statement. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior and in other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

- A. Bias: Prejudice or partiality based on preconceived ideas, a person's upbringing, culture, experience, or education.
- B. Biased policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- C. Ethnicity: A cluster of characteristics that may include race but also cultural characteristics or traits that are shared by a group with a common experience or history.
- D. Gender: Unlike sex, a psychological classification based on cultural characteristics or traits.
- E. Probable cause: Facts or apparent facts and circumstances within an officer's knowledge and of which the officer had reasonable, trustworthy information to lead a reasonable person to believe that an offense has been or is being committed, and that the suspect has committed it.
- F. Race: A category of people of a particular descent, including Caucasian, African, Hispanic, Asian, Middle Eastern, or Native American descent. As distinct from ethnicity, race refers only to physical characteristics sufficiently distinctive to group people under a classification.
- G. Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- H. Reasonable suspicion: Articulate, objective facts that lead an experienced officer to suspect that a person has committed, is committing, or may be about to commit a crime. A well-founded suspicion is based on the totality of the circumstances and does not exist unless it can be articulated. Reasonable suspicion supports a stop of a person. Courts require that stops based on reasonable suspicion be "objectively reasonable."
- I. Sex: A biological classification, male or female, based on physical and genetic characteristics.

- J. Stop: An investigative detention. The detention of a subject for a brief period of time, based on reasonable suspicion.

IV. PROCEDURES

A. General responsibilities

1. Officers are prohibited from engaging in bias-based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes. (TBP: 2.01)
2. Investigative detentions, traffic stops, arrests, searches, and property seizures by officers will be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the U.S. Constitution. Officers must be able to articulate specific facts and circumstances that support reasonable suspicion or probable cause for investigative detentions, traffic stops, subject stops, arrests, nonconsensual searches, and property seizures. Except as provided in number 3 below, officers shall not consider race/ethnicity in establishing either reasonable suspicion or probable cause. Similarly, except as provided below, officers shall not consider race/ethnicity in deciding to initiate even those nonconsensual encounters that do not amount to legal detentions or to request consent to search.
3. Officers may take into account the reported race or ethnicity of a specific suspect or suspects based on trustworthy, locally relevant information that links a person or persons of a specific race/ethnicity to a particular unlawful incident(s). Race/ethnicity can never be used as the sole basis for probable cause or reasonable suspicion. Except as provided above, race/ethnicity Reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall be subjected to stops, seizures, or detentions only upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports.
4. Officers shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.

- a. As traffic stops furnish a primary source of bias-related complaints, officers shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the officer disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.
 - b. Officers shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.
2. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
 - a. Personnel shall facilitate an individual's access to other governmental services whenever possible, and shall actively provide referrals to other appropriate agencies.
 - b. All personnel shall courteously accept, document, and forward to the Chief of Police any complaints made by an individual against the department. Further, officers shall provide information on the complaint's process and shall give copies of "How to Make a Complaint" when appropriate.
3. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on the individual's well-being unless the explanation would undermine an investigation or jeopardize an officer's safety.
4. When concluding an encounter, personnel shall thank him or her for cooperating.
5. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their departmental identification number, name of the immediate supervisor, or any other reasonable information.
6. All personnel are accountable for their actions. Personnel shall justify their actions when required.

B. Supervisory responsibilities

1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties.

Supervisors shall identify and correct instances of bias in the work of their subordinates.

2. Supervisors shall use the disciplinary mechanisms of the department to ensure compliance with this order and the constitutional requirements of law enforcement.
3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are key to maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.
4. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement, but increases safety risks to personnel. Lack of control over bias also exposes the department to liability consequences.
5. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.
6. Supervisors shall ensure that all enforcement actions are duly documented per departmental policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.
7. Supervisors shall facilitate the filing of any complaints about law-enforcement service.

C. Disciplinary consequences

Actions prohibited by this order shall be cause for disciplinary action, up to and including dismissal.

D. Training (TBP: 2.01)

Officers shall complete all training required by state law regarding bias-based profiling.

V. COMPLAINTS

- E. The department shall publish "How to Make a Complaint" folders and make them available at all city facilities and other public locations throughout the city. The department's complaint process and its bias-based profiling policy will be posted on the department's website. Whenever possible, the media will be used to inform the public of the department's policy and complaint process.

- F. Complaints alleging incidents of bias-based profiling will be fully investigated as described under Policy 2.4.
- G. Complainants will be notified of the results of the investigations when the investigation is completed.

VI. RECORD KEEPING

- H. The department will maintain all required records on traffic stops where a citation is issued or where an arrest is made subsequent to a traffic stop pursuant to state law.
- I. The information collected above will be reported to the city council annually.
- J. The information will also be reported to TCOLE in the required format.

Discussion and Summary

We have carefully reviewed the collected data and we conclude there is no detectable racial profiling occurring in the Horizon City Police Department. Not only does the statistical data support such an inference, the fact that there were no racial profiling complaints received provides additional confirmation.

Racial Profiling Analysis Report

HORIZON CITY POLICE DEPT.

01. Total Traffic Stops:	2962	
02. Location of Stop:		
a. City Street	2933	99.02%
b. US Highway	3	0.10%
c. County Road	4	0.14%
d. State Highway	0	0.00%
e. Private Property or Other	22	0.74%
03. Was Race known prior to Stop:		
a. NO	2955	99.76%
b. YES	7	0.24%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	1	0.03%
b. Asian/ Pacific Islander	4	0.14%
c. Black	39	1.32%
d. White	397	13.40%
e. Hispanic/ Latino	2521	85.11%
05. Gender:		
a. Female	1170	39.50%
i. Alaska/ Native American/ Indian	1	0.03%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	11	0.37%
iv. White	154	5.20%
v. Hispanic/ Latino	1004	33.90%
b. Male	1792	60.50%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	0.14%
iii. Black	28	0.95%
iv. White	243	8.20%
v. Hispanic/ Latino	1517	51.22%
06. Reason for Stop:		
a. Violation of Law	434	14.65%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

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Racial Profiling Analysis Report

iii. Black	1	0.23%
iv. White	19	4.38%
v. Hispanic/ Latino	414	95.39%
b. Pre-Existing Knowledge	46	1.55%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	2.17%
iv. White	8	17.39%
v. Hispanic/ Latino	37	80.43%
c. Moving Traffic Violation	2062	69.62%
i. Alaska/ Native American/ Indian	1	0.05%
ii. Asian/ Pacific Islander	2	0.10%
iii. Black	22	1.07%
iv. White	337	16.34%
v. Hispanic/ Latino	1700	82.44%
d. Vehicle Traffic Violation	420	14.18%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	0.48%
iii. Black	15	3.57%
iv. White	33	7.86%
v. Hispanic/ Latino	370	88.10%
07. Was a Search Conducted:		
a. NO	2936	99.12%
i. Alaska/ Native American/ Indian	1	0.03%
ii. Asian/ Pacific Islander	4	0.14%
iii. Black	38	1.29%
iv. White	396	13.49%
v. Hispanic/ Latino	2497	85.05%
b. YES	26	0.88%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	3.85%
iv. White	1	3.85%
v. Hispanic/ Latino	24	92.31%
08. Reason for Search:		
a. Consent	1	0.03%

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Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
b. Contraband in Plain View	8	0.27%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	8	100.00%
c. Probable Cause	16	0.54%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	1	6.25%
iv. White	1	6.25%
v. Hispanic/ Latino	14	87.50%
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	1	0.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
09. Was Contraband Discovered:		
YES	26	0.88%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	1	3.85%

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Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	1	
iv. White	1	3.85%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	1	
v. Hispanic/ Latino	24	92.31%
Finding resulted in arrest - YES	1	
Finding resulted in arrest - NO	23	
b. NO	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
10. Description of Contraband:		
a. Drugs	11	0.37%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	9.09%
iv. White	0	0.00%
v. Hispanic/ Latino	10	90.91%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	5	0.17%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%

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Racial Profiling Analysis Report

v. Hispanic/ Latino	5	100.00%
e. Stolen Property	2	0.07%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	50.00%
v. Hispanic/ Latino	1	50.00%
f. Other	9	0.30%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	9	100.00%
11. Result of Stop:		
a. Verbal Warning	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Written Warning	694	23.43%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	3	0.43%
iii. Black	19	2.74%
iv. White	110	15.85%
v. Hispanic/ Latino	562	80.98%
c. Citation	2265	76.47%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	0.04%
iii. Black	20	0.88%
iv. White	286	12.63%
v. Hispanic/ Latino	1958	86.45%
d. Written Warning and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

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Racial Profiling Analysis Report

e. Citation and Arrest	3	0.10%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	33.33%
v. Hispanic/ Latino	2	66.67%
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	3	0.10%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	33.33%
v. Hispanic/ Latino	2	66.67%
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	2959	99.90%
i. Alaska/ Native American/ Indian	1	0.03%
ii. Asian/ Pacific Islander	4	0.14%
iii. Black	39	1.32%
iv. White	397	13.42%
v. Hispanic/ Latino	2518	85.10%
b. YES	3	0.10%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	3	100.00%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	3	100.00%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	0.00%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	0.00%

14. Total Number of Racial Profiling Complaints Received:

0

REPORT DATE COMPILED 01/19/2022

Racial Profiling Report

PLEASE NOTE: The official form does not allow for Other and Unknown in the Race or Ethnicity boxes on the TCOLE website. Please contact TCOLE for instructions on how to resolve these issues. This report only includes traffic stops resulting in a citation, traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. This report does not include any stops from traffic collisions.

1. Gender			
FEMALE	ALASKA NATIVE/ AMERICAN INDIAN	0.09%	1
	BLACK	0.94%	11
	HISPANIC/ LATINO	85.81%	1,004
	WHITE	13.16%	154
	Total	100.00%	1,170
MALE	ASIAN/ PACIFIC ISLANDER	0.22%	4
	BLACK	1.56%	28
	HISPANIC/ LATINO	84.65%	1,517
	WHITE	13.56%	243
Total	100.00%	1,792	
Total			2,962

2. Race or Ethnicity		
ALASKA NATIVE/AMERICAN INDIAN	0.03%	1
ASIAN/PACIFIC ISLANDER	0.14%	4
BLACK	1.32%	39
HISPANIC/LATINO	85.11%	2,521
WHITE	13.40%	397
Total	100.00%	2,962

3. Was Race or Ethnicity Known Prior to

8. Was Contraband Discovered?			
Y	BLACK	3.85%	1
	HISPANIC/ LATINO	92.31%	24
	WHITE	3.85%	1
Total	100.00%	26	
Total			26

9. Description of Contraband			
ALCOHOL	HISPANIC/ LATINO	100.00%	5
	Total	100.00%	5
DRUGS	BLACK	9.09%	1
	HISPANIC/ LATINO	90.91%	10
Total	100.00%	11	
OTHER	HISPANIC/ LATINO	100.00%	9
	Total	100.00%	9
STOLEN PROPERTY	HISPANIC/ LATINO	50.00%	1
	WHITE	50.00%	1
Total	100.00%	2	
Total			27

10. Result of the Stop			
CITATION	ALASKA NATIVE/ AMERICAN INDIAN	0.04%	1
	Total	0.04%	1

Racial Profiling Report

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Stop?		
N	99.76%	2,955
Y	0.24%	7
Total	100.00%	2,962

4. Reason for Stop?			
MOVING TRAFFIC VIOLATION	ALASKA NATIVE/ AMERICAN INDIAN	0.05%	1
	ASIAN/ PACIFIC ISLANDER	0.10%	2
	BLACK	1.07%	22
	HISPANIC/ LATINO	82.44%	1,700
	WHITE	16.34%	337
		100.00%	2,062
PRE EXISTING KNOWLEDGE	BLACK	2.17%	1
	HISPANIC/ LATINO	80.43%	37
	WHITE	17.39%	8
		100.00%	46
VEHICLE TRAFFIC VIOLATION	ASIAN/ PACIFIC ISLANDER	0.48%	2
	BLACK	3.57%	15
	HISPANIC/ LATINO	88.10%	370
	WHITE	7.86%	33

10. Result of the Stop			
CITATION	ASIAN/ PACIFIC ISLANDER	0.04%	1
	BLACK	0.88%	20
	HISPANIC/ LATINO	86.40%	1,957
	WHITE	12.63%	286
		100.00%	2,265
CITATION AND ARREST	HISPANIC/ LATINO	66.67%	2
	WHITE	33.33%	1
		100.00%	3
WRITTEN WARNING	ASIAN/ PACIFIC ISLANDER	0.43%	3
	BLACK	2.74%	19
	HISPANIC/ LATINO	80.98%	562
	WHITE	15.85%	110
		100.00%	694
Total			2,962

11. Arrest Based On			
VIOLATION OF PENAL CODE	HISPANIC/ LATINO	66.67%	2
	WHITE	33.33%	1
		100.00%	3
Total			3

Racial Profiling Report

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4. Reason for Stop?			
		100.00%	420
VIOLATION OF LAW	BLACK	0.23%	1
	HISPANIC/LATINO	95.39%	414
	WHITE	4.38%	19
		100.00%	434
Total			2,962

5. Street Address or Approximate Location of the Stop	
CITY STREET	2,933
COUNTY ROAD	4
PRIVATE PROPERTY OR OTHER	22
US HIGHWAY	3
Total	2,962

6. Was a Search Conducted?			
N	ALASKA NATIVE/AMERICAN INDIAN	0.03%	1
	ASIAN/PACIFIC ISLANDER	0.14%	4
	BLACK	1.29%	38
	HISPANIC/LATINO	85.05%	2,497
	WHITE	13.49%	396
		100.00%	2,936

12. Was Physical Force Resulting in Bodily Injury Used During Stop?			
N	ALASKA NATIVE/AMERICAN INDIAN	0.03%	1
	ASIAN/PACIFIC ISLANDER	0.14%	4
	BLACK	1.32%	39
	HISPANIC/LATINO	85.10%	2,518
	WHITE	13.42%	397
		100.00%	2,959
Y	HISPANIC/LATINO	100.00%	3
		100.00%	3
Total			2,962

13. Was Arrest Due to Contraband Found?			
N	WHITE	100.00%	1
		100.00%	1
Y	HISPANIC/LATINO	100.00%	2
		100.00%	2
Total			3

Racial Profiling Report

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6. Was a Search Conducted?			
Y	BLACK	3.85%	1
	HISPANIC/ LATINO	92.31%	24
	WHITE	3.85%	1
		100.00%	26
Total			2,962

7. Reason for Search?			
CONSENT	HISPANIC/ LATINO	100.00%	1
		100.00%	1
CONTRABAND IN PLAIN VIEW	HISPANIC/ LATINO	100.00%	8
		100.00%	8
INCIDENT TO ARREST	HISPANIC/ LATINO	100.00%	1
		100.00%	1
NO SEARCH	ALASKA NATIVE/ AMERICAN INDIAN	0.03%	1
	ASIAN/ PACIFIC ISLANDER	0.14%	4
	BLACK	1.29%	38
	HISPANIC/ LATINO	85.05%	2,497
	WHITE	13.49%	396
		100.00%	2,936

Horizon City, TX PD

Jan 1, 2021 - Dec 31, 2021

Racial Profiling Report

PLEASE NOTE: The official form does not allow for Other and Unknown in the Race or Ethnicity boxes on the TCOLE website. Please contact TCOLE for instructions on how to resolve these issues. This report only includes traffic stops resulting in a citation, traffic stops resulting in a citation with an arrest, traffic stops resulting in a warning with an arrest, and field interviews that resulted in an arrest. This report does not include any stops from traffic collisions.

7. Reason for Search?			
PROBABLE CAUSE	BLACK	6.25%	1
	HISPANIC/LATINO	87.50%	14
	WHITE	6.25%	1
		100.00%	16
Total			2,962

Racial Profiling Complaints

The following table contains data regarding officers who have been the subject of a racial profiling complaint during the time period of January 1, 2021, to December 31, 2021, based on allegations related to possible violations of the Texas Racial Profiling Law. The final disposition of the case is also included.



A check above indicates that the Horizon City Police Department has not received any complaints, as outlined in the law, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of January 1, 2021, to December 31, 2021.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law.

Complaint No.	Alleged Violation			Disposition of the Case

Additional Comments:

SB 1074 Summary Checklist

The following requirements **were** met by the Horizon City Police Department in accordance with Senate Bill 1074:

- Clearly defined act or actions that constitute racial profiling
- Statement indicating prohibition of any peace officer employed by the Horizon City Police Department from engaging in racial profiling
- Implement a process by which an individual may file a complaint regarding racial profiling violations
- Provide public education related to the complaint process
- Implement disciplinary guidelines for officer found in violation of the Texas Racial Profiling Law
- Collect data that includes information on
 - a) Race and ethnicity of individual detained
 - b) Whether a search was conducted
 - c) If there was a search, whether it was a consent search or a probable cause search
 - d) Whether a custody arrest took place
- Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- Produce an annual report on police contacts and present this to local governing body and TCOLE by March 1, 2022.
- Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation

Contact Information

For additional questions regarding the information presented in this report, please contact:

Horizon City Police Department
14999 Darrington Road
Horizon City, Texas 79928
(915) 852-1047
Chief of Police
Michael McConnell