



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, December 13, 2022, 6:05 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, December 13, 2022 at 6:05 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://horizoncity.webex.com/recording-service/sites/horizoncity/recording/playback/8f7f4c165d78103bbeff00505681d2a1>

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 |
| 11/8/22 Regular City Council Meeting. | |
| 4. Discussion and Action: | 9 |
| Mayor/CIP Manager | |
| On an update on the Capital Improvement Program. | |
| 5. Discussion and Action: | 33 |
| Mayor/Finance Director | |
| On a resolution authorizing the Mayor to sign a Client Services Agreement for Auditing Services between the Town of Horizon City and SBNG, Certified Public Accountants to provide auditing services for the 2021/2022 Fiscal Year. | |
| 6. Discussion and Action: | 45 |
| Mayor/Planner | |
| On the acceptance of the roadway and drainage improvements as constructed with the Rancho Desierto Bello Unit 15 Phase 1 subdivision for maintenance and to accept the required maintenance bond. | |
| 7. Discussion and Action: | 48 |
| Mayor/Public Works Director | |
| On the award of Solicitation Informal Bid No. 2022-009PW Sidewalk placement/replacement at various locations within Horizon City limits to Del Mar Contracting, Inc. as the lowest responsive, responsible bidder, in the amount of \$25,500.00. | |
| 8. Discussion and Action: | 97 |
| Mayor/Public Works Director | |
| On the award of Solicitation No. 2022-010 PW Desierto Bonito Dr. Ponding Area Repair to J.R. Industrial Enterprise, LLC as the lowest responsive, responsible bidder, in the amount of \$29,999. | |

9. Request to Excuse Absent Council Members:

10. Approval of Consent Agenda Items:

REGULAR AGENDA

11. PRESENTATION:

Mayor/Chief Vargas

On the Horizon City Police Department presentation of Certificates of Appreciation to community members and employee recognition.

12. Discussion and Action: **120**

Mayor/Municipal Judge

Regarding a Resolution appointing Sergio Saldivar as Associate Municipal Court Judge and authorizing the Mayor to sign a Professional Services Contract specifying the terms of the appointment.

13. Discussion and Action: **130**

Mayor/CIP Manager

On a Resolution approving the TOD Architectural Guidelines.

14. Discussion and Action: **211**

Mayor/Planner

On a **Preliminary and Final Residential Subdivision Plat** application for **Desert Breeze Unit 3 (Case No. SUB-002516-2022)**, legally described as a portion of Section 32, Block 78, Township 3, Texas and Pacific Railroad Surveys, Town of Horizon City, El Paso County, Texas. Containing 13.27-acres. Application submitted by H2O Terra, LLC, Representative for the owner.

15. PUBLIC HEARING: **228**

Mayor/Planner

On a Specific Use Permit application (Case No. SUP-002510-2022) to upgrade an existing church sign on a property located at 17018 Darrington Rd., legally described as a portion of Lot 60, Block 43, Horizon Heights Unit Ten Subdivision, Town of Horizon City, El Paso County, Texas. Containing 3-acres +/- . Application submitted by David W. Miller, Representative for the owner.

16. Discussion and Action:

Mayor/Planner

On a Specific Use Permit application (Case No. SUP-002510-2022) to upgrade an existing church sign on a property located at 17018 Darrington Rd., legally described as a portion of Lot 60, Block 43, Horizon Heights Unit Ten Subdivision, Town of Horizon City, El Paso County, Texas. Containing 3-acres +/- . Application submitted by David W. Miller, Representative for the owner.

17. PUBLIC HEARING: **241**

Mayor/Planner

On a Specific Use Permit application (Case No. SUP-002512-2022) for restaurant and retail use on a property located at 501 Darrington Rd., legally described as a portion of Sections 42 and 43, also known as Tract 5D, Section 42 and Tract 1H, Section 43, Block 78, Township 3, Town of Horizon City, El Paso County, Texas. Containing 1-acre +/- . Application submitted by Lorena Armenta, Representative for the owner.

18. Discussion and Action:

Mayor/Planner

On a Specific Use Permit application (Case No. SUP-002512-2022) for restaurant and retail use on a property located at 501 Darrington Rd., legally described as a portion of Sections 42 and 43, also known as Tract 5D, Section 42 and Tract 1H, Section 43, Block 78, Township 3, Town of Horizon City, El Paso County, Texas. Containing 1-acre +/- . Application submitted by Lorena Armenta, Representative for the owner.

19. PUBLIC HEARING: **251**

Mayor/Planner

On a Specific Use Permit application (Case No. SUP-002515-2022) for gym and retail use on a property located at 197 Darrington Rd., legally described as Lot 1, Block 1, Horizon Industrial Park, Unit One Replat "A", Town of Horizon City, El Paso County, Texas. Containing 2.3122-acres +/- . Application submitted by Michael Luciano, Representative for the owner.

20. Discussion and Action:

Mayor/Planner

On a Specific Use Permit application (Case No. SUP-002515-2022) for gym and retail use on a property located at 197 Darrington Rd., legally described as Lot 1, Block 1, Horizon Industrial Park, Unit One Replat "A", Town of Horizon City, El Paso County, Texas. Containing 2.3122-acres +/- Application submitted by Michael Luciano, Representative for the owner.

21. Discussion:

261

Mayor/Planner

1st Reading of Ordinance No. 0102, Amendment No. 036, An ordinance amending the Municipal Code of The Town of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), to revise and amend the following: Chapter 6 (General Commercial Districts), Section 602.2 (Bulk Standards) Subsection 602.2.2 (Setback Requirements), amending Table in C-1 (General Commercial) and C-2 (Heavy Commercial) Zoning Districts, front with parking and side abutting street with parking setback and Chapter 7 (Industrial Districts), Section 702.3 (Height and Bulk Standards), Subsection 702.3.1 (Minimum Setback Standards), adding tables in M-1 (Light Industrial) and M-2 (Heavy Industrial) Zoning Districts front and side with parking; Proper Notice and Hearing; and Effective date; the penalty being as provided in section 810 of the Zoning Ordinance (No. 0102) of The Town of Horizon City, Texas, creating a misdemeanor punishable by a fine not to exceed \$2,000.00.

22. Discussion and Action:

270

Mayor/EDC Executive Director

Regarding the Request for Proposal No. 2022-008RFP EDC - 2022-008 RFP EDC Horizon City Small Business Economic Recovery Grant Program Services.

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

Economic development opportunity with Texas State Agency (551.087).

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 12/9/22

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, 12/9/22 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.



HORIZON CITY

Incorporated 1988

MINUTES
AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, November 8, 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, November 8, 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 Scott Quiroz was absent. Quorum Established.

2. **Open Forum:**

Horizon City resident, Walter Lee spoke regarding concerns he has with code enforcement issues.

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:**

Mayor/City Clerk
October 11, 2022 Regular City Council Meeting.

4. **Discussion and Action:**

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

5. **Discussion and Action:**

Mayor/EDC Executive Director
On the appointment of Aurelio Sillas to the Horizon City Economic Development Corporation Board of Directors.

6. **Discussion and Action:**

Mayor/Planner
On the appointment of Shawn Jolley by Mayor Mendoza to the Planning and Zoning Commission.

7. **Request to Excuse Absent Council Members:**

8. **Approval of Consent Agenda Items:**

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

REGULAR AGENDA

9. **Discussion and Action:**

Mayor/EDC Executive Director

On a presentation from Pinnacle Indoor Sports on Proposed Regional Park.

EDC Executive Director, Eddie Garcia, Pinnacle Indoor Sports Reps, Jared Carnes and Sam Migliano spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Renteria to accept the presentation. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

10. **Discussion and Action:**

Mayor/CIP Manager

Regarding pending capital projects and financing options.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Padilla and seconded by Alderman Renteria to authorize the CIP Manager to proceed and provide Council a follow-up report in January, 2023. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

11. **Discussion and Action:**

Mayor/CIP Manager

On a Change Order # 8 to the construction contract with Allen Concrete, LLC for Corcoran "Corky" Park Improvements Project, Solicitation No. CIP 2018-102 (003) and authorizing the Mayor to execute documents.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Renteria and seconded by Alderman Miller to approve Change Order # 8 to the construction contract with Allen Concrete, LLC for Corcoran "Corky" Park Improvements Project, Solicitation No. CIP 2018-102 (003) and authorizing the Mayor to execute documents. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

12. **Discussion and Action:**

Mayor/CIP Manager

On a Change Order #11 to the construction contract with Hawk Construction for Golden Eagle Park Improvements Project, Solicitation No. CIP 2018 - 001 and authorizing the Mayor to execute documents.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Alderman Renteria and seconded by Alderman Miller to approve Change Order #11 to the construction contract with Hawk Construction for Golden Eagle Park Improvements Project, Solicitation No. CIP 2018 - 001 and authorizing the Mayor to execute documents. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

13. **Discussion and Action:**

Mayor/CIP Manager

This item was postponed at the 10/11/22 Regular City Council Meeting:

Regarding status of Golden Eagle Park construction project.

CIP Manager, Terry Quezada, Moreno Cardenas Project Mgr, Saul Trejo and Hawk Construction President, Jorge Ojeda spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderwoman Corral to accept the presentation. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

14. **Discussion and Action:**

Mayor/Planner

On the **Replat** application for **Horizon Town Center Unit Two Replat "B" (Case No. RP-002511-2022)**, legally described as Lots 3, 4 and 5, Block 21, Horizon Town Center Unit Two Subdivision, Town of Horizon City, El Paso County, Texas. Containing 0.4154 acres +/- . Application submitted by CAD Consulting Co.

Planner, Art Rubio spoke regarding this item.

A motion was made by Alderman Duran and seconded by Alderman Renteria to approve the **Replat** application for **Horizon Town Center Unit Two Replat "B" (Case No. RP-002511-2022)**. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

15. **Discussion and Action:**

Mayor/Planner

To authorize staff to negotiate, and the Mayor to sign, a donation agreement with Ms. Raeleen Raygoza to accept the donation of a memorial bench to be installed along or near the basketball court in Horizon Mesa Park.

Planner, Art Rubio spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderwoman Corral to authorize staff to negotiate, and the Mayor to sign, a donation agreement with Ms. Raeleen Raygoza to accept the donation of a memorial bench to be installed along or near the basketball court in Horizon Mesa Park. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

16. **Discussion and Action:**

Mayor/Asst. City Atty

Regarding a resolution to reject the rate increase proposed by Texas Gas Service.

Asst. City Atty, Sylvia Firth spoke regarding this item.

A motion was made by Alderman Miller and seconded by Alderman Duran to approve the resolution to reject the rate increase proposed by Texas Gas Service. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RENTERIA – Aye; DURAN – Aye; PADILLA – Aye; CORRAL – Aye. Motion passed.

17. **Executive Session**

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

ADJOURNMENT

A motion was made by Alderwoman Corral and seconded by Alderman Miller to adjourn at 7:30 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Ruben Mendoza, Mayor

Town of Horizon City Capital Improvement Program

December 13, 2022
Council Meeting

Oxbow & Pawling Street Improvements

- Design complete
- Construction start in early 2023

Municipal Facilities – Phase 1

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

- Requirement for external financial feasibility report
- 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
- Updated estimate for construction

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
- Pump is operational as of late October 2022
- Construction elements deemed complete as of November 25, 2022
- Working on administrative project closeout

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

Street Maintenance Fund

2022-2023 Street Maintenance Program

- City staff evaluating scope and estimates to determine final scope of work
- Design and bid preparation during fall/winter 2022
- Award early 2023
- Construction Spring 2023

Federally- & State-Funded Project Updates

N. Darrington Reconstruction

- Environmental approval (except for archaeological work) received October 18, 2022
- Project scheduled for construction award in **FY 2023**
- 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 – request submitted to MPO on November 4, 2022
- ROW acquisition activities underway through CRRMA interlocal agreement

N. Darrington Reconstruction

- Additional \$4.5 million for construction programmed through the MPO process as of December 7, 2022 – pending final approval.
- Design modification to storm sewer line is anticipated to reduce the number of temporary construction easements required.

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

November 2022 Submittals

Project Name	Limits	FY	Requested Funding Amount
N. Darrington Reconstruction	Eastlake Blvd. to Oxbow Drive	2023	\$ 4,500,000
Dilley Road and Delake St. Construction	Darrington Rd. to Rodman St.	2025	\$ 6,193,514
Horizon City Transit Plaza	Bordered by Darrington Rd. and Rodman St.	2025	\$ 3,299,196
Horizon City to UTEP Express Route	Horizon City to Glory Rd. Transit Terminal	2024	\$ 743,778

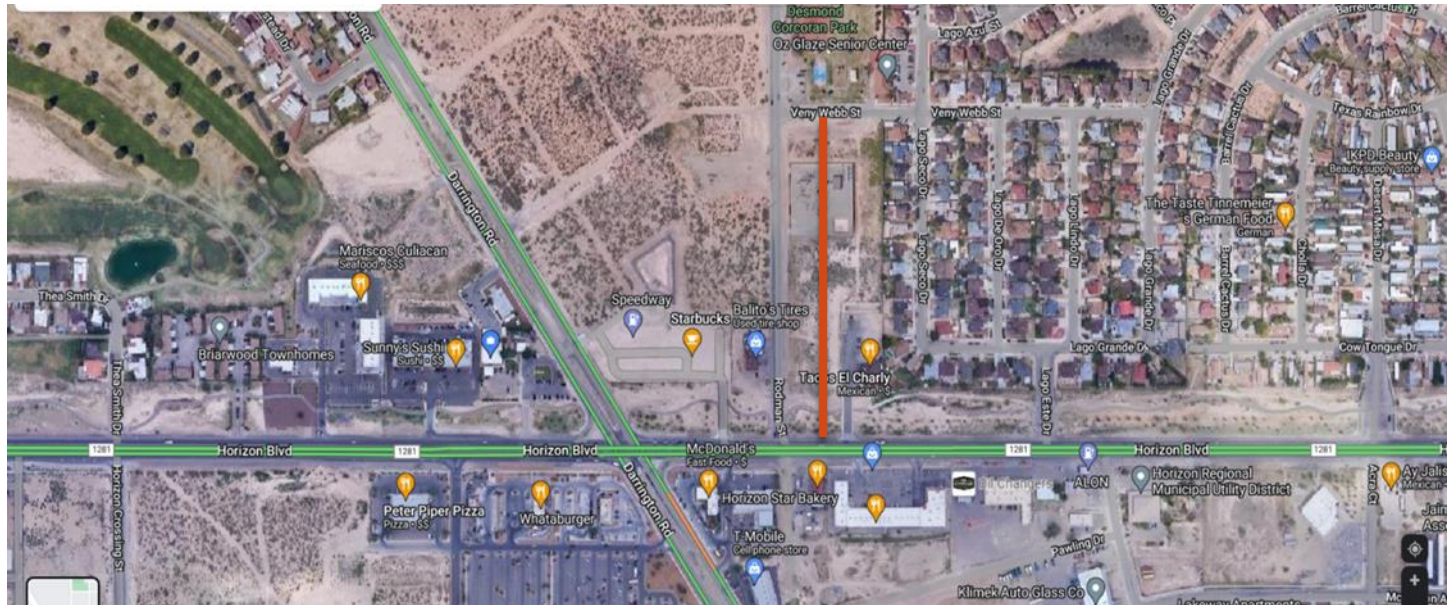
November 2022 Submittals

Project Name	Limits	FY	Requested Funding Amount
South Darrington Rd. Repaving	Oxbow to Alberton	2025	\$ 5,180,963
N. Kenazo Ave. Reconstruction	Eastlake Blvd. to FM 1281 (Horizon Blvd.)	2024	\$ 762,188
Alberton Ave./Antwerp Rd. Construction	FM1281 (Horizon Blvd.) to Darrington Rd.	2025	\$ 709,806
Horizon City - Socorro Bus Circulator	Horizon City to Socorro	2026	\$ 895,950

Transportation Alternative Set-Aside (TASA)

- Rodman multi-use path from Horizon Blvd. to Veny Webb recommended for TASA funding by the Transportation Project Advisory Committee.

Rodman Multi-Use Path



TIRZ/TOD Update

Transit Updates

- LGC contribution had increased from approximately \$60,000 to approximately \$90,000
- Request for additional funds through MPO appears forthcoming – no additional funds should be necessary
- Working with County to program additional federal funds through MPO

TOD Updates

TOD Architectural Guidelines – consultant developing report and recommendations to include form-based zoning for TOD.

Public Involvement period has begun.

- Met with property owners/stakeholders - October 26, 2022
- Public meeting – October 26, 2022
- Individual stakeholder meeting – November 1, 2022
- Following up with other stakeholders for meetings
 - ESD #1 – December 5, 2022
- Presented to Planning and Zoning Commission – November 21, 2022
- Council consideration – December 13, 2022

TOD Updates

Community Project Funding

- Submitted application through Congresswoman Escobar's office
- Visit from Congresswoman Escobar on May 31, 2022
- Award notification expected in **first half of 2023**

Removing Barriers Grant

- Developing grant application to conduct housing supply and planning and zoning study in TOD area.
- Grant application submitted October 13, 2022.

Transportation Alternatives Set Aside

- Rodman Multi-use path – recommended for funding

TIRZ Participation Agreements

HRMUD

- Initial discussions - July 6, 2022, HRMUD Board meeting
- Working with HRMUD legal counsel and engineering consultant

TIRZ Participation Agreements

ESD #1

- Received information that the Board opted not to participate during their FY 2023 budget discussions

Town of Horizon City Capital Improvement Program

December 13, 2022
Council Meeting

November 15, 2022

Honorable Mayor Ruben Mendoza
And Members of Town Council
Town of Horizon City, Texas
14999 Darrington
Horizon City, Texas 79928

We are pleased to confirm our understanding of the services we are to provide Town of Horizon City, Texas for the year ended September 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Town of Horizon City, Texas as of and for the period ended September 30, 2022. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Horizon City, Texas's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Horizon City, Texas RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule.
- 3) Schedule of Changes in Net Pension Liability and Related Ratios.

Audit Scope and Objectives (Continued)

- 4) Schedule of Pension Contributions.
- 5) Schedule of Changes in Total Other Post-Employment Benefit Liability and Related Ratios.
- 6) Schedule of Other Post-Employment Benefit Contributions.

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Horizon City, Texas's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards
- 2) Combining non-major fund balance sheet
- 3) Combining non-major fund statement of revenues, expenditures and change in fund balance

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatements, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements.

The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Government or to acts by managements or employees acting on behalf of the Government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come t our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate that raise substantial doubt about the Government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include test of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Auditor’s Responsibilities for the Audit of the Financial Statements and Single Audit (Continued)

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service provider.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Horizon City, Texas’s compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of [Name of Governmental Unit]’s major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Town of Horizon City, Texas’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, RSI, other SI, schedule of expenditures of federal awards, and related notes of Town of Horizon City, Texas in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

If applicable, we will assist management with implementation of FASB ASU 2016-02, “Leases (Topic 842)” that becomes effective for fiscal years beginning after December 15, 2021. These services are outside the scope of our engagement and will be billed at our standard hourly rates. The new standard requires that entities recognize a lease liability for payments and a right of use asset representing the right to use the leased asset during the term of operating lease arrangements. Lessees are permitted to make an accounting policy election to not recognize the asset and liability for leases with a term of twelve months or less. If SBNG, PC’s assistance with implementation of the new standard is declined, management will be responsible for implementing the standard and recording all appropriate entries.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, RSI, other SI, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Other Services (Continued)

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them.

Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported.

Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Responsibilities of Management for the Financial Statements and Single Audit (Continued)

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Responsibilities of Management for the Financial Statements and Single Audit (Continued)

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information.

You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Responsibilities of Management for the Financial Statements and Single Audit (Continued)

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to Town of Horizon City, Texas; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of SBNG, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to grantor agencies or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of SBNG, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to grantor agencies or its designee. The grantor agencies or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Engagement Administration, Fees, and Other (Continued)

Tello Cabrera is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately December 5th, 2022.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, word processing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. We estimate that our fees for these services will be as follows:

Audit and preparation of financial statements	\$45,000
---	----------

You will also be billed for out-of-pocket costs such as report production, word processing, postage, travel, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your engagement. Our standard hourly rates are as follows:

Shareholder	\$300
Manager	\$185
Supervisor	\$135
Senior	\$125
Staff	\$85-\$105
Clerical	\$55

In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

To ensure that SBNG, PC's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.


Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Management and the Governing Board of Town of Horizon City, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Town of Horizon City, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



SBNG, PC

RESPONSE:

This letter correctly sets forth the understanding of Town of Horizon City, Texas.

Management signature: _____

Title: _____

RESOLUTION

TOWN OF HORIZON CITY

That the Mayor is hereby authorized to execute the Client Services Agreement between the Town of Horizon City and SBNG, Certified Public Accountants to provide auditing services for the 2021/2022 Fiscal Year attached to this Resolution.

PASSED AND ADOPTED this 13th day of December, 2022.

TOWN OF HORIZON CITY

Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth
Assistant City Attorney



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 8, 2022

To: Honorable Mayor and Members of City Council

From: Michelle Garcia, Planning Director

SUBJECT: On the acceptance of the roadway and drainage improvements as constructed with the Rancho Desierto Bello Unit 15 Phase 1 subdivision for maintenance and to accept the required maintenance bond.

At the time that the City Council agenda is posted, the final close out documents have been provided and 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 and drainage improvements for maintenance and that the required maintenance bond in the amount of \$75,286.16 be accepted.

History:

On May 10, 2022, the City Council voted unanimously to approve of the preliminary and final plat applications for the Rancho Desierto Bello Unit 15 Phase 1 subdivision with the following conditions:

1. The traffic impact analysis (TIA) is required for the remaining subdivisions within the remaining Rancho Desierto Bello Development (approximately 236 acres). The TIA shall be approved by the City Engineer prior to the submittal of any final plat applications for the remaining units (beyond Unit 13) of the overall development.
 - ***This condition has been met.***
2. The vacation application for a portion of LTV Road shall be approved and finalized by the City Council prior to the approval of a recording plat for this subdivision.
 - ***This condition has been met.***
3. The vacation of the easements that are shown to be vacated by separate instrument shall be completed prior to the submittal of a recording plat for the subdivision. Such instrument numbers shall be provided on the face of the recording plat.
 - ***The applicant will provide this information on the mylar.***
4. An updated and corrected closure report shall be provided prior to the submittal of the recording plat.
 - ***This condition has been met.***
5. The proposed restrictive covenants shall be provided with the recording plat application.
 - ***This condition has been met.***

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

November 16, 2022

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

Re: Subdivision Acceptance—Rancho Desierto Bello, Unit 15 Phase 1

Dear Mayor Mendoza,

As of November 16, 2022, the improvements for the subdivision referenced above have been completed. As Town Engineer, Huitt-Zollars recommends the final acceptance of the subdivision and the public improvement.

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 Garcia—Director of Planning, Town of Horizon City
Arturo Rubio—Planner, Town of Horizon City
Albert Valle, CFM—Public Works Director, Town of Horizon City
Elvia Schuller—City Clerk, Town of Horizon City
Robert Romero, PE—TRE & Associates, Inc.

RANCHO DESIERTO BELLO UNIT FIFTEEN PHASE I

A PORTION OF LEIGH CLARK SURVEY No. 297,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING 17.301 ACRES ±

PROPOSED LAND USE RESIDENTIAL

RESIDENTIAL LOTS = 81
POND LOT = 1

SCHOOL DISTRICT CLINT INDEPENDENT SCHOOL DISTRICT

DEDICATION

SDC DEVELOPMENT, LLC., the owner of this land, does hereby present this map and dedicate their respective portions of property to the use of the public, the streets, drives, ponding area, drainage right-of-way, and utility easements as hereon laid down and designated, including easements for overhead of service wires for pole type utilities and the right for installation of service poles alongside lot lines as may be required, easements for buried service wires, conduits and pipes for underground utilities, and the right to ingress and egress for service and construction, and the right to trim interfering trees and shrubs.

We certify that all utilities have been or will be installed in accordance to requirements by the local utility companies and the Town of Horizon City.

We attest that the matters asserted in this plat are true and complete

Witness my signature this _____ day of _____ 2022.

Doug Little, Chief Financial Officer
SDC DEVELOPMENT, LLC.

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared Doug Little, Chief Financial Officer, SDC DEVELOPMENT, LLC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed for the purpose and consideration herein expressed.

Given under my hand and seal of office this _____ day of _____ 2022.

Notary Public in and for El Paso County, Texas

My Commission Expires _____

TOWN OF HORIZON CITY TOWN COUNCIL

This subdivision is hereby approved as to the platting and as to the conditions of the dedication in accordance with Chapter 212 of the Local Government Code of Texas, this _____ day of _____ 2022.

Accepted and adopted by the City Council of Town of Horizon City this _____ day of _____ 2022.

Elvia Schuller, City Clerk

RUBEN MENDOZA, Mayor

Approved for filing this _____ day of _____ 2022.

HUITT-ZOLLARS, INC. (Town Engineer)
by Isabel Vasquez, P.E.,
Vice President

FILING

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this _____ day of _____ 2022, in Volume _____ of the Plat Records,
Page _____, File No. _____

County Clerk

by Deputy

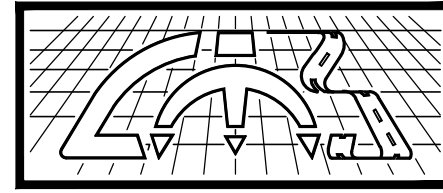
ROBERTO S. ROMERO, P.E.
Licensed Professional Engineer
Texas License No. 114517

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

OWNER
SDC DEVELOPMENT, LLC.
7910 GATEWAY BLVD. E., SUITE 102
EL PASO TEXAS 79915
VOICE: (915) 591-6319
CONTACT: JOHN DURAN



SURVEYOR



110 Mesa Park Drive, Suite 200
El Paso, Texas 79925
Office: (915) 852-9103
Fax: (915) 629-8506

6101 W. Courtyard Dr., Bldg. 1, Suite 100
Austin, Texas 78728
Office: (512) 358-4349
Fax: (512) 366-6374

"Serving Texas, New Mexico and Arizona"

DATE OF PREPARATION: JUNE 26, 2020
DATE OF LAST REVISION: JUNE 7, 2022

METES & BOUNDS DESCRIPTION

COMMENCING, for reference, at an existing 2-inch iron pipe located at the common east corner of Section 43, Block 78, Township 3, Texas and Pacific Railroad Company Surveys and Leigh Clark Survey No. 297; THENCE, South 18°26'09" West, a distance of 1300.12 feet to an existing 5/8" rebar with cap stamped "LAND-MARK TX 4869 NM11402" lying in the northwesterly boundary line of Horizon View Estates Unit 14, recorded in Volume 40, Page 15, Plat Records of El Paso County, Texas, for the POINT OF BEGINNING of this parcel; THENCE, South 23°00'37" West, continuing with said northwesterly boundary line, a distance of 397.72 feet to a point, for a corner of this parcel;

THENCE, Southwesterly with the arc of a curve to the left, continuing with said northwesterly boundary line, a distance of 400.41 feet to a point, for a corner of this parcel; Said curve having a radius of 1000.00 feet, a central angle of 22°56'30", and a chord which bears South 11°32'27" West, a distance of 397.74 feet;

THENCE, South 00°04'07" West, continuing with said northwesterly boundary line, a distance of 290.74 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" West, a distance of 206.57 feet to a point, for a corner of this parcel;

THENCE, North 00°00'23" East, a distance of 359.00 feet to a point, for a corner of this parcel; continuing with the northwesterly boundary line of a parcel of land recorded in Document No. 20170017647, Official Records of El Paso County, Texas for a corner of this parcel;

THENCE, North 89°59'32" West, with said northerly boundary line, a distance of 481.76 feet to a point lying in the easterly boundary line of Rancho Desierto Bello Unit Thirteen, for a corner of this parcel;

THENCE, North 00°00'28" East, with said easterly boundary line of Rancho Desierto Bello Unit Thirteen a distance of 18.46 feet to a point, for a corner of this parcel;

THENCE, Northwesterly with the arc of a curve to the right and continuing with said easterly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 18.16 feet to a point, for a corner of this parcel; and a chord which bears North 1°06'52" East, a distance of 18.16 feet;

THENCE, North 2°13'45" East, continuing with said easterly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 36.33 feet to a point, for a corner of this parcel;

THENCE, Northwesterly with the arc of a curve to the left and continuing with said easterly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 21.60 feet to a point, for a corner of this parcel; Said curve having a radius of 470.00 feet, a central angle of 22°06", and a chord which bears North 1°03'13" East, a distance of 21.60 feet;

THENCE, Northwesterly with the arc of a curve to the right and continuing with said easterly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 31.46 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 90°07'18", and a chord which bears North 44°56'49" East, a distance of 28.31 feet;

THENCE, South 89°59'32" East, continuing with said easterly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 2.00 feet to a point, for a corner of this parcel;

THENCE, North 00°00'28" East, continuing with said easterly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 52.00 feet to a point, for a corner of this parcel;

THENCE, Northwesterly with the arc of a curve to the right and continuing with said easterly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 31.42 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears North 44°59'32" West, a distance of 28.28 feet;

THENCE, North 00°00'28" East, continuing with said easterly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 200.00 feet to a point, for a corner of this parcel;

THENCE, Northwesterly with the arc of a curve to the right and continuing with said easterly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 31.42 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears North 45°00'28" East, a distance of 28.28 feet;

THENCE, Northwesterly with the arc of a curve to the right and continuing with said easterly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 31.42 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears North 44°59'32" West, a distance of 28.28 feet;

THENCE, Northwesterly with the arc of a curve to the right and continuing with said easterly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 31.42 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears North 44°59'32" West, a distance of 28.28 feet;

THENCE, Northwesterly with the arc of a curve to the right and continuing with said easterly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 55.37 feet to a point, for a corner of this parcel;

THENCE, Northwesterly with the arc of a curve to the right and continuing with said easterly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 81.82 feet to a point, for a corner of this parcel; Said curve having a radius of 40.00 feet, a central angle of 62°33'15", and a chord which bears North 44°17'00" East, a distance of 55.85 feet;

THENCE, Northwesterly with the arc of a curve to the right and continuing with said easterly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 112.42 feet to a point, for a corner of this parcel; Said curve having a radius of 1138.00 feet, a central angle of 10°41'51", and a chord which bears North 83°12'48" East, a distance of 212.16 feet;

THENCE, Southwesterly with the arc of a curve to the right and continuing with said easterly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 35.65 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 107°08'56", and a chord which bears South 51°04'45" East, a distance of 31.12 feet;

THENCE, North 89°59'32" East, with said southerly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 52.00 feet to a point, for a corner of this parcel;

THENCE, South 00°00'23" East, with said southerly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 10.88 feet to a point, for a corner of this parcel;

THENCE, North 00°00'28" East, with said southerly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 317.17 feet to a point, for a corner of this parcel;

THENCE, South 88°47'52" East, with said southerly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 107.59 feet to a point, for a corner of this parcel;

THENCE, South 47°04'34" East, with said southerly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 220.06 feet to the POINT OF BEGINNING.

Said parcel contains 17.051 Acres (742,743 Square feet) more or less.

Proposed 30' Utility Easement

LEIGH CLARK SURVEY No. 297

EGAN, MICHAEL S.
Doc.# 20170017647

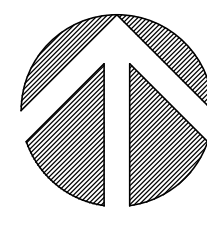
25' Utility Easement
Vol. 1881, Pg. 796
Vol. 2070, Pg. 793
to be vacated by separate instrument.

5' SDC
Development
Property

P.O.C.
Section Corner
Existing 2" Iron Pipe

SECTION 43, BLOCK 78, TOWNSHIP 3,
TEXAS AND PACIFIC RAILROAD COMPANY
LEIGH CLARK SURVEY No. 297

SECTION 44, BLOCK 78, TOWNSHIP 3,
TEXAS AND PACIFIC RAILROAD COMPANY
SECTION 5, BLOCK 78, TOWNSHIP 4,
TEXAS AND PACIFIC RAILROAD COMPANY



NORTH
SCALE: 1" = 100'

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- STREET CENTERLINE
- EASEMENT LINE
- U.S. POSTAL SERVICE COLLECTION BOX UNITS
- BLOCK NUMBER
- LOT NUMBER
- ADDRESS
- PROPOSED CITY MONUMENT
- RESTRICTIVE EASEMENT

PLAT NOTES AND RESTRICTIONS

- BEARINGS ARE BASED ON UNDERLYING DEEDS.
- = THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENTS LOCATIONS.
- ☐ = THIS SYMBOL REPRESENTS U.S. POSTAL SERVICE COLLECTION BOX UNITS. POSTAL SERVICE WITHIN THE SUBDIVISION WILL BE PROVIDED USING NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
- ACCORDING TO THE FEDERAL EMERGENCY MAPPING AGENCY, FLOOD INSURANCE RATE MAP, PANEL NO. 480212 0250B, DATED SEPTEMBER 4, 1991, THIS PROPERTY APPEARS TO LIE WITHIN ZONE "X" WHICH BY DEFINITIONS IS NOT A SPECIAL FLOOD HAZARD ZONE.
- ALL UTILITY EASEMENTS ARE 10 FEET WIDE UNLESS OTHERWISE SPECIFIED.
- SET 5/8" REBAR WITH CAP STAMPED "LAND-MARK TX 4869 NM11402" AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
- TAX CERTIFICATE(S) FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. _____ INSTRUMENT No. _____
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.
INSTRUMENT No. _____
- THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO RANCHO DESIERTO BELLO UNIT FIFTEEN BY THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT IN ACCORDANCE WITH THEIR RULES AND REGULATIONS AND WITH SECTION 16.343 OF THE TEXAS WATER CODE. WATER AND SEWER SERVICES WILL BE EXTENDED TO THE SUBDIVISION FROM EXISTING FACILITIES AND WILL BE CONSTRUCTED TO SERVE THE SUBDIVISION WITHIN TWO (2) YEARS OF THE DATE OF FILING THE FINAL SUBDIVISION PLAN.
- ACCESS TO LOTS 1-5, BLOCK 63, ABUTTING CLARET CUP ROAD SHALL BE FROM OTHER DEDICATED STREETS ONLY.
- ACCESS TO LOTS 15-26, BLOCK 57, SHALL BE FROM DEDICATED STREETS ONLY.
- ACCESS TO LOT 1, BLOCK 63, LOTS 1 & 25, BLOCK 64, LOTS 1 & 21, BLOCK 65, AND LOT 37, BLOCK 57, ABUTTING LTV ROAD SHALL BE FROM OTHER DEDICATED STREETS ONLY.

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

DESCRIPTION	AREA	ACRES	SQ. FT.
RESIDENTIAL	12,469	540,804	
RIGHT-OF-WAY	3,074	133,925	
POUNDING AREA	1,811	78,890	
TOTAL	17,301	753,619	

STREET TABLE		EAST - WEST	
NORTH - SOUTH	CANDELLA STREET	BANANA YUCCA AVENUE	
	NALITO BELTRAN PLACE	HAVARD AGAVE AVENUE	
		FAXON YUCCA AVENUE	

CURVE	CURVE TABLE			
	RADIUS	LENGTH	CHORD	DELTA
C1	1000.00'	400.41'	397.74'	S11°32'22"W 22°56'30"
C2	470.00'	18.16'	18.16'	N01°06'52"E 2°12'48"
C3	530.00'	21.60'	21.60'	N03°31'37"E 2°20'06"
C4	20.00'	31.46'	28.31'	N44°56'49"E 90°07'18"
C5	20.00'	31.42'	28.28'	N44°59'32"W 90°00'00"
C6	20.00'	31.42'	28.28'	N45°00'28"E 90°00'00"
C7	20.00'	31.42'	28.28'	N44°59'32"E 90°00'00"
C8	20.00'	31.41'	28.28'	N45°00'14"E 89°59'32"
C9	20.00'	31.42'	28.28'	N44°59'46"W 90°00'28"
C10	40.00'	61.82'	55.85'	N44°17'00"E 62°33'15"
C11	1138.00'	212.47'	212.16'	N83°12'48"E 10°41'51"
C12	20.00'	35.65'	31.12'	S51°04'45"E 107°08'56"
C13	352.00'	7.77'	7.77'	N89°22'04"W 2°55'02"
C14	500.00'	180.50'	179.52'	N79°59'02"W 20°41'00"
C15	1142.14'	226.23'	226.36'	S18°16'39"W 11°22'26"
C16	1138.00'	24.48'	24.48'	N87°56'45"E 7°15'57"
C17	1138.00'	52.13'	52.13'	N80°01'02"E 2°37'29"
C18	1138.00'	50.33'	50.33'	N83°28'16"E 2°32'03"
C19	1138.00'	50.64'	50.64'	N80°53'45"E 2°32'59"
C20	1138.00'	34.89'	34.89'	N78°44'54"E 3°45'21"
C21	20.00'	31.42'	28.28'	N44°59'59"E 90°00'02"
C22	20.00'	31.42'	28.28'	S45°00'01"E 89°59'58"
C23	352.00'	7.77'	7.77'	N89°22'04"W 2°55'02"
C24	352.00'	59.07'	59.00'	N83°55'41"W 9°36'53"
C25	352.00'	53.05'	53.00'	N74°48'11"W 8°38'06"
C26	352.00'	20.91'	20.90'	N68°47'03"W 3°24'11"
C27	30.00'	12.89'	12.89'	S79°42'16"E 24°47'15"
C28	70.00'	23.66'	23.55'	N82°11'07"W 19°22'12"
C29	70.00'	42.23'	41.60'	N55°12'56"W 34°54'06"
C30	70.00'	40.47'	39.91'	N21°22'14"W 47°10'11"
C31	70.00'	42.36'	41.72'	N12°31'34"E 34°40'16"
C32	70.00'	21.80'	21.71'	N38°47'00"E 17°50'36"
C33	50.00'	12.98'	12.89'	S35°18'40"W 24°47'15"

CURVE	CURVE TABLE			
	RADIUS	LENGTH	CHORD	DELTA
C34	1116.14'	29.15'	29.15'	S21°12'19"W 1°29'47"
C35	1000.00'	44.55'	44.54'	S21°44'03"W 2°33'09"
C36	1116.14'	56.36'	56.36'	S19°00'37"W 2°53'36"
C37	1000.00'	50.51'	50.51'	S19°00'40"W 2°53'37"
C38	1116.14'	56.36'	56.36'	S16°07'01"W 2°53'36"
C39	1000.00'	50.51'	50.50'	S16°07'02"W 2°53'37"
C40	70.00'	36.93'	36.90'	N00°40'17"E 30°13'32"
C41	50.00'	15.02'	14.87'	S00°05'40"E 28°41'40"
C42	1116.14'	8.14'	8.14'	S14°27'42"W 0°25'03"
C43	1000.00'	60.00'	60.00'	S12°51'05"W 3°28'18"
C44	70.00'	40.24'	39.69'	N32°15'13"E 32°56'20"
C45	1000.00'	126.50'	126.42'	S07°36'29"W 7°14'53"
C46	70.00'	49.26'	49.24'	N85°34'40"E 3°34'42"
C47	70.00'	43.08'	42.40'	S79°56'16"E 35°15'36"
C48	30.00'	14.50'	14.36'	N76°09'19"W 27°41'42"
C49	300.00'	11.76'	11.76'	N88°52'38"W 2°15'50"
C50	300.00'	65.08'	64.96'	N81°32'22"W 12°25'48"
C51	300.00'	43.15'	43.12'	N71°12'13"W 8°14'30"
C52	30.00'	47.12'	42.43'	N22°04'58"W 90°00'00"
C53	20.00'	29.01'	28.54'	N68°28'55"E 83°07'05"
C54	526.00'	39.15'	39.14'	N76°05'47"W 4°15'50"
C55	526.00'	49.69'	49.58'	N80°55'46"W 5°24'07"
C56	526.00'	49.26'	49.24'	N85°18'48"W 5°21'35"
C57	526.00'	9.15'	9.15'	N89°22'39"W 0°59'42"
C58	474.00'	8.23'	8.23'	N89°22'41"W 0°59'42"
C59	474.00'	60.90'	60.65'	N82°11'55"W 7°15'50"
C60	474.00'	54.03'	52.71'	N78°32'47"W 6°22'27"
C61	20.00'	33.91'	29.99'	N26°46'51"W 97°09'23"
C62	1168.14'	97.95'	97.92'	S19°23'43"W 4°48'15"
C63	1168.14'	85.01'	84.99'	S14°54'29"W 47°10'11"
C64	30.00'	40.41'	37.43'	N51°24'56"E 77°11'04"
C65	1000.00'	68.34'	68.33'	S02°01'35"W 3°54'56"

LINE	LINE TABLE	
	DIRECTION	DISTANCE
L1	N00°00'28"E	18.46'
L2	N02°13'16"E	36.33'
L3	S89°59'32"E	2.00'
L4	N00°00'28"E	52.00'
L5	N00°00'28"E	52.00'
L6	N00°00'50"E	52.00'
L7	N00°00'28"E	55.37'
L8	N89°59'58"E	52.00'
L9		



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 13, 2022

To: Honorable Mayor and Members of City Council

From: Albert Valle, Public Works Director

SUBJECT: On the award of Solicitation Informal Bid No. 2022-009PW Sidewalk placement/replacement at various locations within Horizon City limits to Del Mar Contracting, Inc. as the lowest responsive, responsible bidder, in the amount of \$25,500.00.

Staff solicited bids for repair and replacement of sidewalk sections in various locations throughout the City on November 2022 and opened sealed bids on December 6, 2022. The scope of work includes removing existing damaged sidewalks at 13 various locations within Horizon City limits (locations shown in the bid document attached for reference), installing wire mesh and pouring new concrete. Also, installing new sidewalk from the Senior Center into Corky Park which includes breaking the existing rock wall between the park and Senior Center for accessibility purposes. One contractor submitted a sealed bid and the bid tabulation is as follows:

Sidewalk Placement/Replacement Bid No. 2022-009PW	
Company	Amount
Del Mar Contracting, Inc.	\$25,000.00

After evaluation of the bid, and upon the recommendation of the Public Works Director, staff recommends award of the construction project to Del Mar Contracting, Inc. as the lowest, responsive, responsible bidder, in the amount of \$25,500.

Attached for your review is the bid as submitted.

INFORMAL BID

 X Construction/Public Works Project

 Non-Construction/Non-Public Works Project

**PROJECT: SIDEWALK
PLACEMENT/REPLACEMENT**

Bid No. 2022-009PW

***DO NOT SUBMIT IF YOUR BID IS
OVER \$50,000.00***

Sealed bids will be received
until **2PM MST on DEC 6, 2022**

Return Bid to: Purchasing Agent
 Town of Horizon City
 Attn: Gerardo E Setzu
 14999 Darrington Road
 Horizon City, Texas 79928

The Town of Horizon City is moving toward an Online Bidding System by the name of BonFire. Eventually all bids will be submitted electronically through the BonFire portal in order to save time, paper and resources.

Bonfire Software will indicate all the dates and documents needed. Required documents will be made accessible in order to submit your bid.

At this time, bidders can still submit a physical bid or an electronic bid.

INSTRUCTIONS TO BIDDERS—INFORMAL BID REQUEST

1. RECEIPT AND OPENING OF BIDS

- Bids received to the Town of Horizon City Finance - Purchasing Department after the submission deadline shall be returned unopened and will be considered void and unacceptable. Horizon City (“Horizon City” or “City”) is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the Finance - Purchasing Department shall be the official time of receipt.
- Bids are solicited for furnishing the materials and services set forth in this invitation to bid. Completed bid proposals must be received in the Town of Horizon City Finance - Purchasing Department by the deadline stated above. All bids must be in a sealed envelope clearly marked with the bid description and opening date on the outside of the envelope. If submitting your bid by express mail, please place the bid in a separate sealed envelope inside the carrier’s envelope.
- **BIDS MAY NOT BE FAXED OR E-MAILED.**
- Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn within sixty (60) consecutive calendar days without the written permission of the City.

2. PREPARATION OF BID

- Bidders are advised that the plans, specifications and other documents on file as compiled into the furnished bid packet shall constitute all the information which the City shall furnish. The City excludes any express or implied warranties relating to such documents. Bidders are required, prior to submitting any bid, to review the plans and read the specifications, bid, and contract forms carefully; to visit the site of the work; to examine carefully local conditions; to inform themselves by their independent research, tests and investigations of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion; and to obtain all information required for its completion; and to obtain all information required to make an intelligent bid.
- No information given by the City or any official thereof shall be binding upon the City. Bidders shall rely exclusively upon their own estimates, investigations, tests and other data which are necessary for full and complete information upon which the bid may be based. Any bidder, by submitting his bid, represents and warrants: that he has prepared his bid in accordance with the specifications, with full knowledge and understanding of the terms and provisions thereof; that he has reviewed, studied and examined the bid prior to the signing and submission of same; and that he was cognizant of the terms of his bid, verified his calculations and found them to be correct and agrees to be bound thereby.

- The bidder shall submit his bid on the forms furnished by the Owner. All blank spaces in the form shall be correctly filled in and the bidder shall state the prices both in words and numerals, for which he proposes to do the work contemplated or furnish the material required. Such prices shall be written in ink distinctly and legibly. In cases of discrepancy between the price written in words and price written in figures, the price written in words shall govern.
- If the bid is submitted by an individual, his name must be signed by him or his duly authorized agent. If the bid is submitted by an association or partnership, the name and address must be given and the bid signed by a duly authorized member of the association or partnership. If the bid is submitted by a corporation, the corporate name and business address must be given and the bid signed by a duly authorized corporate officer or agent. Powers of attorney authorizing agents to sign the bid must be properly certified and must be in writing and submitted with the bid. The bid shall be executed in ink.
- The bidder shall sign and date his bid where shown in the signature block. The person signing the bid must have the authority to bind the company in a contract. Bids which are not signed where indicated may be rejected.
- Horizon City is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, **the bid price shall not include taxes.** Bidder shall bear the responsibility of any sales or use tax if any product or supply is deemed to be taxable by state. Horizon City will furnish, upon request, sales tax exemption forms to the bidder that is awarded.
- The bidder agrees if this bid is accepted, to furnish any and all services and materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications.
- All delivery and freight charges are to be included in the bid price.
- Any reference to model/make/manufacture used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered unless indicated by stating no substitutions allowed.
- Quantities indicated in the bid are estimated based upon information at the time bids are requested. The City reserves the right to increase or decrease the quantities by any amount it deems necessary and as permitted by law to meet its needs without any adjustment in the contract price.
- Design, strength and quality of materials must conform to the highest standards of manufacturing practice.
- The contractor will be required to file for the appropriate permits as required by City Ordinance.

3. ADDITIONAL PROVISIONS APPLICABLE TO A PUBLIC WORKS/ CONSTRUCTION PROJECT

- Each Bidder must inform themselves fully of the conditions relating to the construction of the project designated as a public works or construction project and the employment of labor thereon, including but not limited to familiarity with the project site and any utilities or other affected parties. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of their contract or take all actions necessary with respect to coordinating with any utilities or other affected parties.
- All insurance requirements, including workers' compensation and liability, as outlined under State Law, shall be met prior to any services rendered and shall remain in effect during the time of the contract associated with an accepted bid.
- All current Federal and the State of Texas wage laws shall be complied with, including Chapter 2258 of the Government Code regarding the payment of prevailing wage rates. The Contractor and any subcontractor under him shall pay all laborers, workmen and mechanics of all skills employed at the site to perform work, not less than the Town of Horizon City adopted rates of wages for work of a similar character. The wage rates shall comply with the attached wage rate list.
- The bidder 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. If circumstances relevant to this provision change during the course of the contract, the bidder shall promptly notify the City.
- The bidder verifies that: (1) 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. If circumstances relevant to this provision change during the course of the contract, the bidder shall promptly notify the City.
- The bidder 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
- The bidder 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. If circumstances relevant to this provision change during the course of the contract, the bidder shall promptly notify the City.

4. **ADDENDA AND INTERPRETATIONS**

- No interpretation of the meaning of plans, specifications, or other prebid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to the Town of Horizon City Finance - Purchasing Department, 14999 Darrington Road, Horizon City, Texas 79928.
- Please refer to this Solicitation/Contract Number and Title in all correspondence. Bonfire RFP software will provide a portal for you to submit any questions.
- Any interpretations, corrections or changes to this Invitation to Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Town of Horizon City Finance - Purchasing Department or other designee of the Mayor. Addenda will be sent to all who are known to have received a copy of this Invitation to Bid.
- Bidders shall acknowledge receipt of all addenda on the sealed envelope containing their bid and all addenda so issued shall become part of the contract documents.

5. **METHOD OF AWARD—LOWEST RESPONSIBLE AND RESPONSIVE BIDDER**

- Horizon City reserves the right to reject any or all products and/or services covered in this Invitation to Bid and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of Horizon City.
- Horizon City reserves the right to award bids on a lump sum or unit price basis, whichever is in the best interest of the City. Horizon City reserves the right to split the bid between bidders on individual prices.
- All bids meeting the intent of this Invitation to Bid will be considered for award. Bidders taking exception to specifications, or offering substitutions, shall state these exceptions in the section provided on the Bid Form or by attachments as a part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions, and the City shall hold the bidder responsible to perform in strict accordance with the specifications of this invitation. Horizon City reserves the right to accept any, all, or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
- Bidders must supply with their bid, a list of at least three (3) references where like goods or services have been supplied by their company. Include name of the business, address, telephone number and name of representative with whom the City may speak.
- For any Public Works / Construction project exceeding \$20,000.00, Bidder must demonstrate successful construction of, and successful completion of one (1) project similar in nature and scope of this Project and one (1) project with a value of at least fifty percent (50%) of the value bid for this project, within the last five (5) years. In determining the lowest and best bidder, in addition to price, the City may consider the ability, capacity and skill of Bidder to

perform the contract or provide the service required, the character, responsibility, integrity, reputation, and experience of the Bidder, and any documentation of the quality of performance on any previous City contracts or any previous or existing noncompliance by the Bidder with specification requirements.

- Section 176.006 of the Texas Local Government Code requires a bidder/vendor to file a conflict of interest questionnaire if the vendor has a business relationship with the City and has:
 - a) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or
 - b) has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor/bidder is required to file a questionnaire not later than the seventh business day after the later of the following:

- a) the date the vendor begins discussions or negotiations to enter into a contract with the City or submits an application or response to a bid proposal; or
- b) the date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.

State law requires that a vendor file an updated questionnaire with the City Clerk's office annually, before September 1st, and or not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate. Compliance with this law is the responsibility of each bidder/vendor.

- Section 2252.908 of the Texas Government Code requires an "interested party" as that term is defined in Section 2252.908(a)(3) to submit a disclosure of interested parties to the city at the time the contract is submitted to the city council for approval. The successful bidder, upon notification that this submission is required, shall complete Form 1295 as required by the State of Texas, Texas Ethics Commission and timely submit a signed and notarized copy of the form to the City.
- If this bid is accepted and approved by the Town of Horizon City, this bid shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract with the exception of a change arising.
- By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the contract attached.
- Bidders may be disqualified and their bid not considered for the following specific reasons:
 - (a) reason for believing collusion exists among the bidders;
 - (b) reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated;

- (c) the bidder being currently in any litigation against the Town of Horizon City, or where such litigation is contemplated or imminent, in the sole opinion of the Public Works Director or other designee of the Mayor;
- (d) the bidder being in arrears on any existing contract or having defaulted on a previous contract;
- (e) lack of competency, responsibility or financial capability;
- (f) uncompleted work which in the judgment of the Public Works Director or other designee of the Mayor shall prevent or hinder the prompt completion of additional work if awarded;
- (g) unbalanced value of any bid items.

- After bids are opened, the bids shall be tabulated for comparison on the basis of the bid prices and quantities shown in the bid. Until final award of the contract, the City reserves the right to reject any or all bids, to waive technicalities or irregularities at its option, to re-advertise for new bids or proceed to do the work otherwise in the best interests of the City. Each bidder shall be furnished a copy of the bid tabulation upon request.
- The award by the Town of Horizon City, if made, shall be to the lowest responsive, responsible bidder within 60 days after the opening of bids; but in no case shall the award be made until after investigations are made as to the responsibility of the bidder to whom it is proposed to award the contract. Delivery of the NOTICE OF AWARD shall be hand-delivery, evidenced by a written and dated receipt, or by Certified Mail, or electronically via email, and the date of receipt shall be established as the date of Delivery shown on the US Postal Service Domestic Return Receipt form or facsimile confirmation.
- The person or persons, partnership, company, firm, association or corporation to whom a contract is awarded shall within 10 working days after receipt of the contract sign the necessary agreements entering into the required contract with the City and provide the necessary evidence of insurance as required under the contract documents within 30 days. No contract shall be binding on the City until all authorized signatures required by law have been affixed and the executed contract delivered to the Contractor.
- The failure of the bidder to execute the contract within 10 days or provide the required evidence of insurance shall constitute a breach of his bid and the City may annul the award. In the event the Owner should seek new informal bids, the defaulting Contractor shall not be eligible to bid.

HORIZON CITY
SIDEWALK
PLACEMENT/REPLACEMENT
SPECIFICATIONS

Description of work:

- *Saw cut as needed (see pictures with removal description below). Remove and expose of existing concrete material (area marked in red).
- * Cut/fill as necessary to pour 4 inches of 3000 psi concrete (area marked in red). Then Compact the area.
- *Add 6 x 6 – 6/6 W.W.F. to the area of work (area marked in red). Wire Mesh will be provided by Horizon City.
- *Coordinate with the Town of Horizon for inspections for inspection of slope and forms.
- *Pour 4 inches of 3000 psi concrete (area marked in red) with 2% max. Cross slope and 5% max. Running slope.
- *Concrete finish shall be rough (area marked in red).
- *Provide expansion joint material at all sides where new concrete meets existing sidewalk or driveway.
- *Where existing buckled slabs exceed 5ft. in length, provide control/contraction joints spaced evenly.
- *Dispose of Material properly.
- *Provide Traffic Control to comply with Horizon City’s design standards for construction.
- *Coordinate and notify homeowners when the work will be performed.
- *Return adjacent landscaping/concrete/curb/rock walk area disturbed back to the original state.
- * Notify 811 ‘one call’ notification system
- *Contractor shall comply with all safety requirements from Federal, State and local entities. All applicable safety requirements for the job shall be the responsibility of the contractor to provide safety vests, hardhat, boots, shoring box, proper traffic control equipment among other items.

14321 Desierto Bello Dr.



*Saw cut (4 concrete slabs). Remove and expose of existing concrete material (area marked in red).

14417 Desierto Bello Dr.



***Saw cut (3 concrete slabs). Remove and expose of existing concrete material (area marked in red).**

14420 Desierto Bello Dr.



*Saw cut (2 concrete slabs). Remove and expose of existing concrete material (area marked in red).

14513 Desierto Bello Dr.



*Saw cut (3 concrete slabs). Remove and expose of existing concrete material (area marked in red)

14537 Desierto Bello Dr.



*Saw cut (3 concrete slabs). Remove and expose of existing concrete material (area marked in red)

14345 Desierto Lindo Dr.



*Saw cut (2 concrete slabs). Remove and expose of existing concrete material (area marked in red).

14421 Desierto Lindo Dr.



*Saw cut (2 concrete slabs). Remove and expose of existing concrete material (area marked in red)

14425 Desierto Lindo Dr.



*Saw cut (2 concrete slabs). Remove and expose of existing concrete material (area marked in red)

14457 Desierto Lindo Dr.



*Saw cut (2 concrete slabs). Remove and expose of existing concrete material (area marked in red)

14512 Canario St.



*Saw cut (2 concrete slabs). Remove and expose of existing concrete material (area marked in red).

14308 Puentecillas Dr.



*Saw cut (2 concrete slabs). Remove and expose of existing concrete material (area marked in red).

14312 Antwerp Dr.



*Saw cut (2 concrete slabs). Remove and expose of existing concrete material (area marked in red).

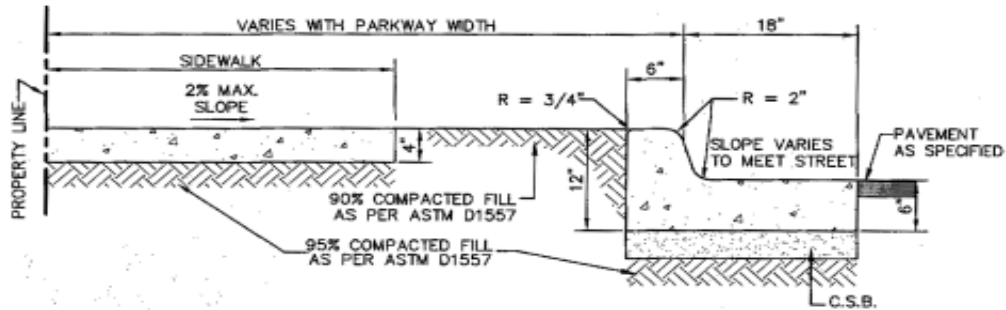
S. Darrington Rd. (north bound lane fronting 311 S. Darrington Rd.)



***Saw cut (4 concrete slabs). Remove and expose of existing concrete material (area marked in red).**



DETAIL



CURB & GUTTER WITH SIDEWALK SECTION

NOTES:

1. CONCRETE SHALL BE 3000 P.S.I. MIN.
2. DUMMY JOINT REQUIRED AT 10' O.C. FOR CURB & GUTTER AND 5' O.C. FOR SIDEWALK.
3. EXPANSION MATERIAL REQUIRED AT CURB RETURNS AND AT 20' ON CENTER FOR SIDEWALKS WITH 1/2" PREMOLDED ASPHALT IMPREGNATED EXPANSION MATERIAL OR EQUAL.
4. EXPANSION JOINTS REQUIRED AT 50' O.C. WHEN FORMING FOR CURBS.

HORIZON CITY - GENERAL SERVICES DEPARTMENT - PUBLIC WORKS DIVISION - 14999 DARRINGTON ROAD



TOWN OF HORIZON CITY
 PUBLIC WORKS DEPARTMENT
 14999 DARRINGTON ROAD
 HORIZON CITY, TX 79928
 915-852-1046

SECTION 2
DESIGN STANDARDS
FOR CONSTRUCTION

CONCRETE SIDEWALK
WITH DETACHED CURB
2-06

APPROVED BY: S. MEDINA CHECKED BY: S. MEDINA
 DATE: SEPT. 25, 2012 DRAWN BY: HJL/STAFF

13969 Veny Webb.

Description of work:

- *Demolish 3ft. (width) of 2ft. high garden rockwall wall (area marked in black). Repair sides of wall as necessary.
- *Install 24ft. long sidewalk with 5ft. width. (area marked in red).
- *Cut/fill as necessary to pour 4 inches of 3000 psi concrete (area marked in red). Then Compact the area.
- *Add 6 x 6 – 6/6 W.W.F. to the area of work (area marked in red). Wire Mesh will be provided by Horizon City.
- *Coordinate with the Town of Horizon for inspections for inspection of slope and forms.
- *Pour 4 inches of 3000 psi concrete (area marked in red) with 2% max. Cross slope and 5% max. Running slope.
- *Concrete finish shall be rough (area marked in red).
- *Provide expansion joint material at all sides where new concrete meets existing sidewalk or curb.
- *Dispose of Material properly.
- *Return adjacent landscaping/concrete/curb/rock walk area disturbed back to the original state.
- *Contractor shall comply with all safety requirements from Federal, State and local entities. All applicable safety requirements for the job shall be the responsibility of the contractor to provide safety vests, hardhat, boots, shoring box, proper traffic control equipment among other items.



•All work must be performed between 8 AM and 5 PM Monday thru Friday, excluding weekends and Holidays. Work Zone traffic control must be maintained per. TXDOT Manual on Uniform Traffic Control Devices (TMUTCD) requirements. All work must conform to the provisions of City Ordinance No. 0040. Cut and excavation permit required.

Standards for Work and Supervision

Inspection shall be required once the work has been completed.

Prices

Price shall include all costs necessary to complete the work, including but not limited to the following: labor, landfill tipping fees, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes.

Insurance Requirements

By submitting this bid, the bidder affirms he has reviewed the insurance requirements found below in the applicable contract provisions and confirms its ability to procure the required insurance upon award of this contract.

Contract

By submitting this bid, the bidder affirms he has reviewed the attached contract(s) and takes no exceptions. Should the bidder wish changes to the contract, those changes should be listed in the exceptions portion of the bid form below.

BID FORM

	CAN YOU COMPLY?	
	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
REQUIRED SPECIFICATIONS		
Total Bid Price		

Note: Also complete bid summary with the total bid price in figures and in words.

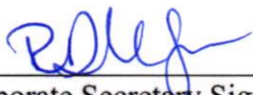
EXCEPTIONS

BIDDER INFORMATION SHEET

Company Name	Del Mar Contracting, Inc
Address	3550 Lee Blvd. STE. E
City, State, Zip	El Paso, TX, 79936
Phone Number	915-260-5707
Fax Number	N/A
Email Address	projectmanager@delmarcontracting.com
Tax Identification Number	46-3271131
Signature of Authorized Agent	
Printed Name of Authorized Agent	Ruth Delgado
Title	President
Date	12/6/2022

If the Bidder is a Corporation, the following Certificate should be executed:

I, Ruth Delgado, certify that I am the President Secretary of the corporation named as Bidder hereinabove; that Ruth Delgado, who signed the foregoing bid on behalf of the Bidder was then President of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



Corporate Secretary Signature and Corporate Seal



BID SUMMARY

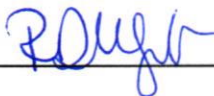
Total Bid \$ 25,500.00
(In Figures)

Total Bid Twenty Five Thousand and Five Hundred Dollars with Zero Cents
(In Words)

Receipt is hereby acknowledged of the following addenda to the contract documents:

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____
Addendum No. 5 dated _____	Received _____

Ruth Delgado - Del Mar Contracting, Inc.
CONTRACTOR


BY

President
TITLE

**Seal and Authorization
(if a corporation)**

ATTEST: 3550 Lee Blvd. STE.E, El Paso TX. 79936
ADDRESS

915-260-5707
SECRETARY TELEPHONE

CONTRACT TIME

Bidder agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the City. The Contract Time shall begin on the date to commence work specified in the Notice to Proceed and shall run for **30** additional CONSECUTIVE CALENDAR DAYS thereafter. Bidder shall Substantially Complete the project within **30** CONSECUTIVE CALENDAR DAYS after the date to commence work in the Notice to Proceed. Bidder agrees to pay, as liquidated damages, the sum as specified in the Special Conditions for each consecutive calendar day after the Contract Time.

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CERTIFICATION OF NONCOLLUSION

The bidder, being sworn, deposes and says, Ruth Delgado, the contractor submitting this bid and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or with any City official.

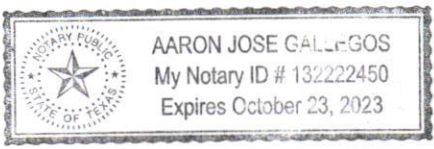
Ruth Delgado
Signature

President
Title

SUBSCRIBED AND SWORN to before me by Aaron Jose Gallegos on this 6th day of December, 2022.

Aaron Gallegos
Notary Public

10/23
My Commission Expires



ALTERNATIVE BID FORM (which may be substituted, if appropriate)

REQUIRED SPECIFICATIONS	CAN YOU COMPLY?	
	X YES	NO
Total Bid Price		

Total Bid Price in words: _____

OR

Proposed Flat Hourly Rate: _____

Flat hourly rate is to include equipment, labor and other expenses the company may have.

OR

LINE ITEM BIDS	PRICE/UNIT PRICE
1.	%
2.	%

OR

DESCRIPTION	UNIT PRICE
1. Material (Cost plus %)	%
2. Rental Equipment (Cost plus %)	%
3. Labor – (Straight time)	Per Hour
4. Labor – (Overtime)	Per Hour

EXCEPTIONS

Line-item entries shall prevail over sum total entries. When discrepancies exist between unit prices and corresponding extended prices, unit prices shall prevail.

HORIZON CITY

CONTRACT GENERAL PROVISIONS

1. CONTRACT AND CONTRACT DOCUMENTS

A. Quantities in Bid Form. The quantities of the work and materials set forth in the bid form or on the plans approximately represent the work to be performed and materials to be furnished; and are for the purpose of comparing the bids on a uniform basis. Payment shall be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications; and it is understood that the quantities may be increased or decreased by a properly authorized change order as hereinafter provided, without in any way invalidating the bid prices.

B. The Plans, Specifications, Drawings, and Addenda relating to a Public Works project shall also form part of the contract. Where conflicts/differences exist among any of these documents, the Contractor has a duty to and shall consult with and obtain written clarification from the City.

C. Priority of Contract Documents. In case of conflict between contract documents, priority of interpretation shall be in the following order: Standard Form of Agreement, Bid form and bid, Special Conditions (when applicable), General Provisions, Instructions to Bidders, project-specific technical specifications, project-specific plans, standard drawings, and referenced specifications.

2. TYPE AND TERM OF THE CONTRACT

This is an informally bid Contract under which the Town of Horizon City (“City”) is obtaining the supplies and/or services described in the Specifications from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

If this Contract includes construction or public work, as defined by state law, and the terms and conditions of the “Contract Special Conditions, Construction/Public Works Project” provisions have been made applicable, the terms and conditions set forth therein shall form part of this contract and the provisions of the “Contract Special Conditions, Construction/Public Works Project” shall apply and control when any of the provisions are in conflict with or inconsistent with the Contract General Provisions set forth herein.

Following award and execution of the contract, the Contractor shall commence work within 10 days from the date specified in a written Notice to Proceed to be issued by the Public Works Director or other designee of the Mayor (hereafter “Public Works Director”). No work shall commence prior to the issuance of such Notice to Proceed or before the required insurance has been obtained by the Contractor, with certificates filed with the Public Works Director evidencing the required coverage to be in force. Should the City unreasonably delay the issuance of the work order through no fault of the Contractor, the Contractor shall be entitled only to an extension of contract time through a properly executed change order, the contract amount to remain unchanged.

Upon receipt of the executed contract and evidence of insurance, a Notice to Proceed shall be issued indicating the date upon which the contract time shall start and the projected date of completion.

3. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Worker's Compensation Program.

4. PERFORMANCE OF THE WORK

In addition to those matters elsewhere expressly made the responsibility of the Contractor, the Contractor shall have the full and direct responsibility for the performance and completion of the work under this contract and for any act or neglect of the Contractor, his agents, employees or subcontractors. He shall bear all losses, if any, resulting on account of the amount and character of the work, or because the conditions under which the work must be done are different from what were estimated or anticipated by him, or because of weather, floods, elements or other causes.

5. SUPERVISION AND CONTRACT PROCEDURES

The Contractor shall supervise and direct all the work using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.

Except where the Contractor is an individual and gives his personal superintendence to the performance of the work, the Contractor, for a public works or construction contract or when required to do so in the Specifications, shall provide a competent superintendent or general foreman on the work at all times during progress with full authority to act for him.

The Contractor shall carefully study and compare the contract documents and shall at once report to the Public Works Director any error, inconsistency or omission he may discover. The Contractor shall perform no portion of the work at any time without contract documents or, where required, approved shop drawings, product data or samples for such portion of the work.

The Contractor shall be responsible to the City for the acts and omissions of his employees, subcontractors and their agents, employees and subcontractors performing any of the work under a contract with the Contractor.

The Contractor shall not be relieved from his obligations to perform the work in accordance with the contract documents either by the activities or duties of the City in his administration of the contract, or by inspections, tests or approvals required or performed by persons other than the Contractor.

6. EMPLOYEES

The Contractor shall provide an adequate staff for the coordination and expediting of his work. The Contractor shall employ only competent, efficient workmen for the performance of services or construction and shall not use on the work any unfit person or one not skilled in the work assigned to him; and shall at all times maintain good order and strict discipline among his employees.

Whenever the Public Works Director shall inform the Contractor in writing that, in his

opinion, any employee is unfit, unskilled, disobedient or is disrupting the orderly progress of the work, such employee shall be removed from the work and shall not again be employed on it.

Under urgent circumstances, the Public Works Director may orally require immediate removal of an employee for cause, to be followed by written confirmation.

The Contractor shall pay or cause to be paid, without cost or expense to the City, all Social Security, Unemployment, and Federal Income Withholding taxes of all employees and that all employees shall be paid wages and benefits as required by federal and state law.

7. CLEAN UP

Contractor shall throughout the life of the contract keep any work and storage areas related to the provision of work or services under this contract, free of accumulations of waste materials, rubbish, trash and debris.

8. LABOR AND MATERIALS

Unless otherwise provided in the contract documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated into the work.

If needed, the Contractor shall be responsible for obtaining temporary electrical power to the Project site and providing the temporary distribution system necessary to accomplish the construction of the Project. The Contractor shall be responsible for all coordination necessary with the El Paso Electric Company to secure and maintain temporary electrical power to the Project site and to ensure that any power necessary for construction is available at the time needed by the Contractor. This responsibility includes but is not limited to, the locating of and accessing to the nearest existing power source, or in the alternate, the providing of generators as required for construction. All charges for temporary electrical power shall be borne by the Contractor, including but not limited to meter deposits for temporary power, connect/disconnect charges, permit charges, service terminal, (meter loops, meter sockets, service entrance switch) and all costs of electrical energy and meter charges.

Water used for jetting compaction, or any other purpose incidental to a Public Works Project, will be furnished by the Contractor and at his expense. The Contractor shall make the necessary arrangements for securing and transporting such water and shall take such water in a manner and at such times that it will not produce a harmful drain or decrease of pressure in a public water system. Water shall not be used in a wasteful manner. No person shall open, turn off, interfere with, attach any pipe or hose to, or connect anything with any fire hydrant, stop valve, or stop cock or tap any water main belonging to the Horizon Regional Municipal Utility District or other provider of the water service to the hydrant or water main unless it has been authorized by such provider.

9. PAYMENT FOR LABOR AND MATERIAL; NO LIENS

The Contractor for himself or any of his subcontractors shall pay all indebtedness which may become due to any person, firm or corporation having furnished labor, material or both in the performance of this contract. It shall be the responsibility of each person, firm or corporation claiming to have furnished labor, materials or both, in connection with this contract, to protect

his or its interest in the manner prescribed by applicable laws of the State of Texas; provided, however, that as this contract provides for a public works project, no lien of any kind shall ever exist or be placed against the work or any portion thereof, or any public funds held by the City; and any subcontractor shall look solely to the Contractor and not the City for payment for any outstanding amounts due for labor, materials or any other indebtedness in connection with the work.

10. INVOICES AND PAYMENTS

- A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoice covering more than one purchase order will not be accepted.
- B. Invoices will be itemized.
- C. Invoices will reflect the Bid Number and the Purchase Order Number.
- D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.
- G. Payments will be processed after confirmation that all materials have been received satisfactorily, that no unauthorized materials have been received and that the City has not received a notice of an unpaid claim(s) from a person who has furnished materials or labor in connection with the performance of the contract.
- H. Mail invoices to the Town of Horizon City, ATTN: Accounts Payable, 14999 Darrington Road, Horizon City, Texas 79928.
- I. Contractor shall advise the Accounts Payable Section of any changes in its remittance addresses.

11. PROVISIONS APPLICABLE TO A PROCUREMENT OF GOODS

- A. Contractor to Package Goods. The Contractor will package goods according to good commercial practice. The Contractor will bear cost of packaging unless otherwise provided. Goods will be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists.
- B. Shipment Under Reservation Prohibited. The Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- C. Delivery Terms and Transportation Charges. F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid; the City agrees to reimburse the Contractor for transportation costs in the amount specified in the Contractor's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided the City will have the right to designate what method of transportation will be used to ship the goods.
- D. Title and Risk of Loss. The title and risk of loss of the goods will not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery.
- E. Right of Inspection. The City will have the right to inspect the goods at delivery before accepting them.

- F. No Replacement of Defective Tender. Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and the Contractor will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Contractor may reasonably notify the City of his intention to cure and may then make a conforming tender within the contract time but not afterward.
- G. Place of Delivery. The place of deliver will be as set forth in the Solicitation. The terms of this contract are “no arrival, no sale.”

12. WARRANTY-PRICE

- A. The price to be paid by the City that will be contained in the Contractor’s bid which the Contractor warrants to be no higher than the Seller’s current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor’s current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor’s actual expense.
- B. If during the life of the contract, the Contractor’s net prices to other customers for items are reduced below the prices contained herein, it is agreed that the benefits of such reduction shall be extended to the City.
- C. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

13. WARRANTY-PRODUCT

Unless otherwise expressly provided in the contract drawings, if any, or specifications, the work shall be performed in accordance with the best modern practice with materials and workmanship of the highest quality and suitable for their purpose. The Public Works Director or his designee shall judge and determine the Contractor's compliance with these requirements.

The Contractor warrants to the City that all materials and equipment furnished under this contract shall be new unless otherwise specified in the contract documents; and that same shall be of good quality and workmanship, free from faults and defects and in conformance with the contract documents.

The Contractor will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of the City. Contractor warrants that all goods furnished will conform to the specifications, drawings and descriptions listed in the Invitation to Bid, and the sample(s) furnished by Contactor, if any. In the case of a conflict between the specifications, drawings and descriptions, the drawings and descriptions will govern.

The rights and remedies of the City provided in this section are in addition to, and do not limit, any rights or remedies afforded to the City by law or any other provision of the contract

documents, or in any way limit the City's right to recovery of damage due to default under the contract.

14. SAFETY WARRANTY

Contractor warrants that the product sold to the City will conform to the standards promulgated by the US Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the product does not conform to OSHA standards, the City may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the City will be at the Contractor's expense.

15. INDEMNIFICATION

The Contractor or his insurer will INDEMNIFY, DEFEND AND HOLD the City and all of its officers, agents and employees, including any member of its governing body, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE OR LOSS OF PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND/OR ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM THE INTENTIONAL ACTS OR NEGLIGENCE, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

With respect to the above INDEMNITY, CONTRACTOR OR HIS INSURER WILL PAY ALL JUDGMENTS FINALLY ESTABLISHING LIABILITY OF THE CITY IN ACTIONS DEFENDED BY CONTRACTOR PURSUANT TO THIS ARTICLE ALONG WITH ALL ATTORNEY'S FEES AND COSTS INCURRED BY THE CITY, INCLUDING INTEREST ACCRUING TO THE DATE OF PAYMENT BY CONTRACTOR OR HIS INSURER, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION, WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST.

It is further agreed with respect to the above INDEMNITY, THAT CITY AND CONTRACTOR WILL PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT THE CONTRACTOR OR CITY, AND CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS; THE INDEMNITY HERE SHALL SURVIVE THE TERMINATION OF THE CONTRACT

FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK ON THE PROJECT. THE CITY WILL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO THE CONTRACTOR'S PROPERTY FROM ANY CAUSE.

16. INSURANCE

Unless excepted or otherwise specified in the Specifications, Contractor, for the duration of this contract, shall carry in a solvent company authorized to do business in the State of Texas and satisfactory to the City, comprehensive general liability insurance in the following amounts:

\$500,000.00 – Per Occurrence
\$500,000.00 – General Aggregate
\$500,000.00 – Products/Completed Operations-Occurrence & Aggregate

The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work or products, with evidence of same filed with Public Works Director. With respect to the above-required insurance, the Town of Horizon City and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

Notices and Certificates required by this clause shall be provided to:

Town of Horizon City
Public Works Director
14999 Darrington Road
Horizon City, Texas 79928

Please refer to Bid Number and Title in all correspondence.

17. SUBCONTRACTS

The Contractor shall not make any subcontract for performing any portion of the work included in the contract without written notice to and the consent of the Public Works Director. Upon request by the Public Works Director, the Contractor shall promptly furnish all information tending to establish that any proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this contract. The Public Works Director shall not unreasonably withhold consent for approval of a subcontract. The Public Works Director's approval or disapproval of any subcontractor or of a particular process or material will not relieve the Contractor of his responsibility for performance of work as called for under the contract documents, and shall not provide a basis for any claim of additional time or money on the part of the Contractor. Such approval shall not be construed to create any contractual relationship between the subcontractor and the City. In no event shall the contract price be increased as a result of the rejection of any subcontractor.

If the use of a subcontractor is permitted, the Contractor shall either require each subcontractor to procure and maintain during the life of his subcontract, subcontractor's

insurance of the same types and in the same minimum amounts required by the contract or Contractor may insure the activities on his policy or policies.

If the Public Works Director determines that any proposed subcontractor is unacceptable, he shall so notify the Contractor, who may thereupon submit another proposed subcontractor unless the Contractor decides to do the work himself. Disapproval by the Public Works Director of any proposed subcontractor shall not provide a basis for any claim by the Contractor.

If an approved subcontractor fails to properly perform the work undertaken, he shall be removed from the job upon request of the Public Works Director, following notification to the Contractor in writing of the request for removal and the reason therefor. Each subcontract entered into shall provide that the provisions of this contract shall apply to such subcontractor and his officers and employees in all respects as if he and they were employees of the Contractor. The Public Works Director's decision not to disapprove of any subcontract shall not relieve the Contractor of any of his responsibilities, duties and liabilities hereunder. The Contractor shall be solely responsible for the acts, omissions, negligence or defaults of his subcontractors and of such subcontractor's officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of his subcontract.

The Contractor agrees to bind each subcontractor, and each subcontractor agrees to be bound by the terms of the contract documents insofar as applicable to his work. The Contractor and each subcontractor jointly and severally agree that nothing in the contract documents or otherwise shall create or be deemed to create any rights in favor of a subcontractor against the City; nor shall be deemed or construed to impose upon the City any obligation, liability or duty to a subcontractor; or to create any contractual relation whatsoever between a subcontractor and the City.

The provisions contained herein shall likewise apply to any sub-subcontracts.

18. ASSIGNMENTS

The Contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in it or any part thereof without the previous written consent of the surety company and the written approval of the Public Works Director.

The Contractor shall not assign, either legally or equitably, by power of attorney or otherwise, any of the monies due or to become due under this contract or his claim thereto without the prior written consent of the surety company and the written approval of the Public Works Director.

The approval of the Public Works Director of a particular assignment, transfer or conveyance shall not dispense with such approval to any further or other assignments.

The approval by the Public Works Director of any assignment, transfer or conveyance shall not operate to release the Contractor or surety hereunder from any of the contract and bond obligations, and the Contractor shall be and remain fully responsible and liable for the defaults, negligent acts and omissions of his assignees, their agents and employees, as if they were his own.

19. COMPLIANCE WITH LAWS - GOVERNING LAWS

This contract shall be governed by the laws and court decisions of the State of Texas, and legal venue for any court action filed pertaining to this contract shall exclusively lie in El Paso County, Texas.

The Contractor shall fully comply with all local, state and federal laws, including all

codes, ordinances and regulations applicable to this contract and the work to be done thereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

The Contractor shall be solely responsible for and in complete compliance with the Immigration Reform and Control Act of 1986, concerning the control of unlawful employment of aliens, the requirements for compliance to which statute are contained in Section 274A (8 U.S.C. 1324) (Public Law 99-603), and to which statute reference shall be made by the Contractor to insure compliance.

The Contractor shall secure and pay for all permits and licenses necessary for the execution of the work and shall fully comply with all their terms and conditions.

All work required under this contract shall comply with all requirements of law, regulation, permit or license. If the Contractor finds that there is a variance, he shall immediately report this to the Public Works Director for resolution.

20. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as anticipatory repudiation of the contract.

21. TERMINATION

A. Termination for Convenience. The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the Public Works Director directs.

B. Termination for Default. If the Contractor fails to comply with any provision of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this contract.

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Public Works Director describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this contract as of such date.

C. Additional Remedies. If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to

a buyer pursuant to the UNIFORM COMMERCIAL CODE including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

22. FORCE MAJEURE

In the event any party to this contract is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this contract, excluding the obligation to make the payments required under this contract, then the obligations of such party to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, civil disturbances, explosions, breakage or damage to machinery or equipment, which are not within the control of the party claiming such inability and such problem could not have avoided by the exercise of due diligence and care. It is understood and agreed that any force majeure shall be remedied with all reasonable dispatch.

23. SERVICE OF NOTICES

The City and the Contractor shall each designate addresses where all notices, directions or other communication may be delivered, or to which they may be mailed. Unless otherwise designated, notices to the Contractor shall be directed as set forth in the Bidder Information Sheet. Notices to the City shall be directed to:

Town of Horizon City
ATTN: Public Works Director
14999 Darrington Road
Horizon City, Texas 79928

Actual delivery of any such notice, direction or communication to the aforesaid places, or depositing it in a postpaid wrapper addressed thereto in any post office regularly maintained by the United States Postal Service shall be conclusively deemed to be sufficient service thereof upon the above persons as of the date of such delivery or deposit.

The designated addresses may be changed at any time by an instrument in writing executed by the party changing the addresses and delivered to the other party.

Nothing herein contained shall, however, be deemed to preclude or tender inoperative the service of any notice, direction or communication upon the above parties personally, or, if the Contractor be a corporation, upon any officer or director thereof.

24. UNLAWFUL PROVISIONS DEEMED STRICKEN

If this contract contains any unlawful provisions not an essential part of the contract and which shall not appear to have been a controlling or material inducement to the making thereof, such unlawful provisions shall be of no effect. Upon the application of either party, the unlawful part shall be considered stricken from the contract without affecting the remainder of the contract.

25. VENUE AND GOVERNING LAW

The parties agree that venue for any legal proceeding shall be in El Paso County, Texas. In any such proceeding brought to enforce the terms of this contract, the City shall be entitled to attorney's fees, court costs, expert witness fees and consultant's fees in the event the City prevails in said proceeding. This contract shall be interpreted under the law of the State of Texas.

26. SUCCESSORS AND ASSIGNS

Subject to the limitations upon assignment and transfer herein contained, this contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

27. CONFLICT OF INTEREST

Contractor certifies that he has not and shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City.

28. HEADINGS

The titles and headings contained in the contract documents and the subject organization are used only to facilitate reference, and in no way define or limit the scope or intent of any of the provisions of this contract.

If a court of competent jurisdiction determines that any term of the contract associated with an accepted bid is invalid or unenforceable to any extent under applicable law, the remainder of the contract associated with an accepted bid (and the application of this agreement to other) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

29. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

30. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available, the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty or removal charges incurred by the City.

HORIZON CITY

CONTRACT GENERAL PROVISIONS

1. CONTRACT AND CONTRACT DOCUMENTS

A. Quantities in Bid Form. The quantities of the work and materials set forth in the bid form or on the plans approximately represent the work to be performed and materials to be furnished; and are for the purpose of comparing the bids on a uniform basis. Payment shall be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications; and it is understood that the quantities may be increased or decreased by a properly authorized change order as hereinafter provided, without in any way invalidating the bid prices.

B. The Plans, Specifications, Drawings, and Addenda relating to a Public Works project shall also form part of the contract. Where conflicts/differences exist among any of these documents, the Contractor has a duty to and shall consult with and obtain written clarification from the City.

C. Priority of Contract Documents. In case of conflict between contract documents, priority of interpretation shall be in the following order: Standard Form of Agreement, Bid form and bid, Special Conditions (when applicable), General Provisions, Instructions to Bidders, project-specific technical specifications, project-specific plans, standard drawings, and referenced specifications.

2. TYPE AND TERM OF THE CONTRACT

This is an informally bid Contract under which the Town of Horizon City (“City”) is obtaining the supplies and/or services described in the Specifications from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

If this Contract includes construction or public work, as defined by state law, and the terms and conditions of the “Contract Special Conditions, Construction/Public Works Project” provisions have been made applicable, the terms and conditions set forth therein shall form part of this contract and the provisions of the “Contract Special Conditions, Construction/Public Works Project” shall apply and control when any of the provisions are in conflict with or inconsistent with the Contract General Provisions set forth herein.

Following award and execution of the contract, the Contractor shall commence work within 10 days from the date specified in a written Notice to Proceed to be issued by the Public Works Director or other designee of the Mayor (hereafter “Public Works Director”). No work shall commence prior to the issuance of such Notice to Proceed or before the required insurance has been obtained by the Contractor, with certificates filed with the Public Works Director evidencing the required coverage to be in force. Should the City unreasonably delay the issuance of the work order through no fault of the Contractor, the Contractor shall be entitled only to an extension of contract time through a properly executed change order, the contract amount to remain unchanged.

Upon receipt of the executed contract and evidence of insurance, a Notice to Proceed shall be issued indicating the date upon which the contract time shall start and the projected date of completion.

3. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Worker's Compensation Program.

4. PERFORMANCE OF THE WORK

In addition to those matters elsewhere expressly made the responsibility of the Contractor, the Contractor shall have the full and direct responsibility for the performance and completion of the work under this contract and for any act or neglect of the Contractor, his agents, employees or subcontractors. He shall bear all losses, if any, resulting on account of the amount and character of the work, or because the conditions under which the work must be done are different from what were estimated or anticipated by him, or because of weather, floods, elements or other causes.

5. SUPERVISION AND CONTRACT PROCEDURES

The Contractor shall supervise and direct all the work using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.

Except where the Contractor is an individual and gives his personal superintendence to the performance of the work, the Contractor, for a public works or construction contract or when required to do so in the Specifications, shall provide a competent superintendent or general foreman on the work at all times during progress with full authority to act for him.

The Contractor shall carefully study and compare the contract documents and shall at once report to the Public Works Director any error, inconsistency or omission he may discover. The Contractor shall perform no portion of the work at any time without contract documents or, where required, approved shop drawings, product data or samples for such portion of the work.

The Contractor shall be responsible to the City for the acts and omissions of his employees, subcontractors and their agents, employees and subcontractors performing any of the work under a contract with the Contractor.

The Contractor shall not be relieved from his obligations to perform the work in accordance with the contract documents either by the activities or duties of the City in his administration of the contract, or by inspections, tests or approvals required or performed by persons other than the Contractor.

6. EMPLOYEES

The Contractor shall provide an adequate staff for the coordination and expediting of his work. The Contractor shall employ only competent, efficient workmen for the performance of services or construction and shall not use on the work any unfit person or one not skilled in the work assigned to him; and shall at all times maintain good order and strict discipline among his employees.

Whenever the Public Works Director shall inform the Contractor in writing that, in his

opinion, any employee is unfit, unskilled, disobedient or is disrupting the orderly progress of the work, such employee shall be removed from the work and shall not again be employed on it.

Under urgent circumstances, the Public Works Director may orally require immediate removal of an employee for cause, to be followed by written confirmation.

The Contractor shall pay or cause to be paid, without cost or expense to the City, all Social Security, Unemployment, and Federal Income Withholding taxes of all employees and that all employees shall be paid wages and benefits as required by federal and state law.

7. CLEAN UP

Contractor shall throughout the life of the contract keep any work and storage areas related to the provision of work or services under this contract, free of accumulations of waste materials, rubbish, trash and debris.

8. LABOR AND MATERIALS

Unless otherwise provided in the contract documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated into the work.

If needed, the Contractor shall be responsible for obtaining temporary electrical power to the Project site and providing the temporary distribution system necessary to accomplish the construction of the Project. The Contractor shall be responsible for all coordination necessary with the El Paso Electric Company to secure and maintain temporary electrical power to the Project site and to ensure that any power necessary for construction is available at the time needed by the Contractor. This responsibility includes but is not limited to, the locating of and accessing to the nearest existing power source, or in the alternate, the providing of generators as required for construction. All charges for temporary electrical power shall be borne by the Contractor, including but not limited to meter deposits for temporary power, connect/disconnect charges, permit charges, service terminal, (meter loops, meter sockets, service entrance switch) and all costs of electrical energy and meter charges.

Water used for jetting compaction, or any other purpose incidental to a Public Works Project, will be furnished by the Contractor and at his expense. The Contractor shall make the necessary arrangements for securing and transporting such water and shall take such water in a manner and at such times that it will not produce a harmful drain or decrease of pressure in a public water system. Water shall not be used in a wasteful manner. No person shall open, turn off, interfere with, attach any pipe or hose to, or connect anything with any fire hydrant, stop valve, or stop cock or tap any water main belonging to the Horizon Regional Municipal Utility District or other provider of the water service to the hydrant or water main unless it has been authorized by such provider.

9. PAYMENT FOR LABOR AND MATERIAL; NO LIENS

The Contractor for himself or any of his subcontractors shall pay all indebtedness which may become due to any person, firm or corporation having furnished labor, material or both in the performance of this contract. It shall be the responsibility of each person, firm or corporation claiming to have furnished labor, materials or both, in connection with this contract, to protect

his or its interest in the manner prescribed by applicable laws of the State of Texas; provided, however, that as this contract provides for a public works project, no lien of any kind shall ever exist or be placed against the work or any portion thereof, or any public funds held by the City; and any subcontractor shall look solely to the Contractor and not the City for payment for any outstanding amounts due for labor, materials or any other indebtedness in connection with the work.

10. INVOICES AND PAYMENTS

- A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoice covering more than one purchase order will not be accepted.
- B. Invoices will be itemized.
- C. Invoices will reflect the Bid Number and the Purchase Order Number.
- D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.
- G. Payments will be processed after confirmation that all materials have been received satisfactorily, that no unauthorized materials have been received and that the City has not received a notice of an unpaid claim(s) from a person who has furnished materials or labor in connection with the performance of the contract.
- H. Mail invoices to the Town of Horizon City, ATTN: Accounts Payable, 14999 Darrington Road, Horizon City, Texas 79928.
- I. Contractor shall advise the Accounts Payable Section of any changes in its remittance addresses.

11. PROVISIONS APPLICABLE TO A PROCUREMENT OF GOODS

- A. Contractor to Package Goods. The Contractor will package goods according to good commercial practice. The Contractor will bear cost of packaging unless otherwise provided. Goods will be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists.
- B. Shipment Under Reservation Prohibited. The Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- C. Delivery Terms and Transportation Charges. F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid; the City agrees to reimburse the Contractor for transportation costs in the amount specified in the Contractor's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided the City will have the right to designate what method of transportation will be used to ship the goods.
- D. Title and Risk of Loss. The title and risk of loss of the goods will not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery.
- E. Right of Inspection. The City will have the right to inspect the goods at delivery before accepting them.

- F. No Replacement of Defective Tender. Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and the Contractor will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Contractor may reasonably notify the City of his intention to cure and may then make a conforming tender within the contract time but not afterward.
- G. Place of Delivery. The place of deliver will be as set forth in the Solicitation. The terms of this contract are “no arrival, no sale.”

12. WARRANTY-PRICE

- A. The price to be paid by the City that will be contained in the Contractor’s bid which the Contractor warrants to be no higher than the Seller’s current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor’s current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor’s actual expense.
- B. If during the life of the contract, the Contractor’s net prices to other customers for items are reduced below the prices contained herein, it is agreed that the benefits of such reduction shall be extended to the City.
- C. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

13. WARRANTY-PRODUCT

Unless otherwise expressly provided in the contract drawings, if any, or specifications, the work shall be performed in accordance with the best modern practice with materials and workmanship of the highest quality and suitable for their purpose. The Public Works Director or his designee shall judge and determine the Contractor's compliance with these requirements.

The Contractor warrants to the City that all materials and equipment furnished under this contract shall be new unless otherwise specified in the contract documents; and that same shall be of good quality and workmanship, free from faults and defects and in conformance with the contract documents.

The Contractor will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of the City. Contractor warrants that all goods furnished will conform to the specifications, drawings and descriptions listed in the Invitation to Bid, and the sample(s) furnished by Contactor, if any. In the case of a conflict between the specifications, drawings and descriptions, the drawings and descriptions will govern.

The rights and remedies of the City provided in this section are in addition to, and do not limit, any rights or remedies afforded to the City by law or any other provision of the contract

documents, or in any way limit the City's right to recovery of damage due to default under the contract.

14. SAFETY WARRANTY

Contractor warrants that the product sold to the City will conform to the standards promulgated by the US Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the product does not conform to OSHA standards, the City may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the City will be at the Contractor's expense.

15. INDEMNIFICATION

The Contractor or his insurer will INDEMNIFY, DEFEND AND HOLD the City and all of its officers, agents and employees, including any member of its governing body, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE OR LOSS OF PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND/OR ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM THE INTENTIONAL ACTS OR NEGLIGENCE, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

With respect to the above INDEMNITY, CONTRACTOR OR HIS INSURER WILL PAY ALL JUDGMENTS FINALLY ESTABLISHING LIABILITY OF THE CITY IN ACTIONS DEFENDED BY CONTRACTOR PURSUANT TO THIS ARTICLE ALONG WITH ALL ATTORNEY'S FEES AND COSTS INCURRED BY THE CITY, INCLUDING INTEREST ACCRUING TO THE DATE OF PAYMENT BY CONTRACTOR OR HIS INSURER, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION, WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST.

It is further agreed with respect to the above INDEMNITY, THAT CITY AND CONTRACTOR WILL PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY EVENT COVERED WHICH IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT THE CONTRACTOR OR CITY, AND CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS; THE INDEMNITY HERE SHALL SURVIVE THE TERMINATION OF THE CONTRACT

FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK ON THE PROJECT. THE CITY WILL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO THE CONTRACTOR'S PROPERTY FROM ANY CAUSE.

16. INSURANCE

Unless excepted or otherwise specified in the Specifications, Contractor, for the duration of this contract, shall carry in a solvent company authorized to do business in the State of Texas and satisfactory to the City, comprehensive general liability insurance in the following amounts:

\$500,000.00 – Per Occurrence
\$500,000.00 – General Aggregate
\$500,000.00 – Products/Completed Operations-Occurrence & Aggregate

The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work or products, with evidence of same filed with Public Works Director. With respect to the above-required insurance, the Town of Horizon City and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

Notices and Certificates required by this clause shall be provided to:

Town of Horizon City
Public Works Director
14999 Darrington Road
Horizon City, Texas 79928

Please refer to Bid Number and Title in all correspondence.

17. SUBCONTRACTS

The Contractor shall not make any subcontract for performing any portion of the work included in the contract without written notice to and the consent of the Public Works Director. Upon request by the Public Works Director, the Contractor shall promptly furnish all information tending to establish that any proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this contract. The Public Works Director shall not unreasonably withhold consent for approval of a subcontract. The Public Works Director's approval or disapproval of any subcontractor or of a particular process or material will not relieve the Contractor of his responsibility for performance of work as called for under the contract documents, and shall not provide a basis for any claim of additional time or money on the part of the Contractor. Such approval shall not be construed to create any contractual relationship between the subcontractor and the City. In no event shall the contract price be increased as a result of the rejection of any subcontractor.

If the use of a subcontractor is permitted, the Contractor shall either require each subcontractor to procure and maintain during the life of his subcontract, subcontractor's

insurance of the same types and in the same minimum amounts required by the contract or Contractor may insure the activities on his policy or policies.

If the Public Works Director determines that any proposed subcontractor is unacceptable, he shall so notify the Contractor, who may thereupon submit another proposed subcontractor unless the Contractor decides to do the work himself. Disapproval by the Public Works Director of any proposed subcontractor shall not provide a basis for any claim by the Contractor.

If an approved subcontractor fails to properly perform the work undertaken, he shall be removed from the job upon request of the Public Works Director, following notification to the Contractor in writing of the request for removal and the reason therefor. Each subcontract entered into shall provide that the provisions of this contract shall apply to such subcontractor and his officers and employees in all respects as if he and they were employees of the Contractor. The Public Works Director's decision not to disapprove of any subcontract shall not relieve the Contractor of any of his responsibilities, duties and liabilities hereunder. The Contractor shall be solely responsible for the acts, omissions, negligence or defaults of his subcontractors and of such subcontractor's officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of his subcontract.

The Contractor agrees to bind each subcontractor, and each subcontractor agrees to be bound by the terms of the contract documents insofar as applicable to his work. The Contractor and each subcontractor jointly and severally agree that nothing in the contract documents or otherwise shall create or be deemed to create any rights in favor of a subcontractor against the City; nor shall be deemed or construed to impose upon the City any obligation, liability or duty to a subcontractor; or to create any contractual relation whatsoever between a subcontractor and the City.

The provisions contained herein shall likewise apply to any sub-subcontracts.

18. ASSIGNMENTS

The Contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in it or any part thereof without the previous written consent of the surety company and the written approval of the Public Works Director.

The Contractor shall not assign, either legally or equitably, by power of attorney or otherwise, any of the monies due or to become due under this contract or his claim thereto without the prior written consent of the surety company and the written approval of the Public Works Director.

The approval of the Public Works Director of a particular assignment, transfer or conveyance shall not dispense with such approval to any further or other assignments.

The approval by the Public Works Director of any assignment, transfer or conveyance shall not operate to release the Contractor or surety hereunder from any of the contract and bond obligations, and the Contractor shall be and remain fully responsible and liable for the defaults, negligent acts and omissions of his assignees, their agents and employees, as if they were his own.

19. COMPLIANCE WITH LAWS - GOVERNING LAWS

This contract shall be governed by the laws and court decisions of the State of Texas, and legal venue for any court action filed pertaining to this contract shall exclusively lie in El Paso County, Texas.

The Contractor shall fully comply with all local, state and federal laws, including all

codes, ordinances and regulations applicable to this contract and the work to be done thereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

The Contractor shall be solely responsible for and in complete compliance with the Immigration Reform and Control Act of 1986, concerning the control of unlawful employment of aliens, the requirements for compliance to which statute are contained in Section 274A (8 U.S.C. 1324) (Public Law 99-603), and to which statute reference shall be made by the Contractor to insure compliance.

The Contractor shall secure and pay for all permits and licenses necessary for the execution of the work and shall fully comply with all their terms and conditions.

All work required under this contract shall comply with all requirements of law, regulation, permit or license. If the Contractor finds that there is a variance, he shall immediately report this to the Public Works Director for resolution.

20. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as anticipatory repudiation of the contract.

21. TERMINATION

A. Termination for Convenience. The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the Public Works Director directs.

B. Termination for Default. If the Contractor fails to comply with any provision of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this contract.

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Public Works Director describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this contract as of such date.

C. Additional Remedies. If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to

a buyer pursuant to the UNIFORM COMMERCIAL CODE including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

22. FORCE MAJEURE

In the event any party to this contract is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this contract, excluding the obligation to make the payments required under this contract, then the obligations of such party to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, civil disturbances, explosions, breakage or damage to machinery or equipment, which are not within the control of the party claiming such inability and such problem could not have avoided by the exercise of due diligence and care. It is understood and agreed that any force majeure shall be remedied with all reasonable dispatch.

23. SERVICE OF NOTICES

The City and the Contractor shall each designate addresses where all notices, directions or other communication may be delivered, or to which they may be mailed. Unless otherwise designated, notices to the Contractor shall be directed as set forth in the Bidder Information Sheet. Notices to the City shall be directed to:

Town of Horizon City
ATTN: Public Works Director
14999 Darrington Road
Horizon City, Texas 79928

Actual delivery of any such notice, direction or communication to the aforesaid places, or depositing it in a postpaid wrapper addressed thereto in any post office regularly maintained by the United States Postal Service shall be conclusively deemed to be sufficient service thereof upon the above persons as of the date of such delivery or deposit.

The designated addresses may be changed at any time by an instrument in writing executed by the party changing the addresses and delivered to the other party.

Nothing herein contained shall, however, be deemed to preclude or tender inoperative the service of any notice, direction or communication upon the above parties personally, or, if the Contractor be a corporation, upon any officer or director thereof.

24. UNLAWFUL PROVISIONS DEEMED STRICKEN

If this contract contains any unlawful provisions not an essential part of the contract and which shall not appear to have been a controlling or material inducement to the making thereof, such unlawful provisions shall be of no effect. Upon the application of either party, the unlawful part shall be considered stricken from the contract without affecting the remainder of the contract.

25. VENUE AND GOVERNING LAW

The parties agree that venue for any legal proceeding shall be in El Paso County, Texas. In any such proceeding brought to enforce the terms of this contract, the City shall be entitled to attorney's fees, court costs, expert witness fees and consultant's fees in the event the City prevails in said proceeding. This contract shall be interpreted under the law of the State of Texas.

26. SUCCESSORS AND ASSIGNS

Subject to the limitations upon assignment and transfer herein contained, this contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

27. CONFLICT OF INTEREST

Contractor certifies that he has not and shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City.

28. HEADINGS

The titles and headings contained in the contract documents and the subject organization are used only to facilitate reference, and in no way define or limit the scope or intent of any of the provisions of this contract.

If a court of competent jurisdiction determines that any term of the contract associated with an accepted bid is invalid or unenforceable to any extent under applicable law, the remainder of the contract associated with an accepted bid (and the application of this agreement to other) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

29. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

30. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available, the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty or removal charges incurred by the City.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 13, 2022

To: Honorable Mayor and Members of City Council

From: Albert Valle, Public Works Director

SUBJECT: On the award of Solicitation No. 2022-010 PW Desierto Bonito Dr. Ponding Area Repair to J.R. Industrial Enterprise, LLC as the lowest responsive, responsible bidder, in the amount of \$29,999.00

The Town of Horizon City solicited bids for the repair and general cleanup of the ponding area with frontage on Desierto Bonito Dr. in November 2022 and opened sealed bid proposals on December 8, 2022. The scope of work includes repairing erosion and compaction along the slopes of the pond, maintenance road and access ramp, removing debris, vegetation, and excess soil from the drainage structures, re-mortaring the rock walls along the pond, and painting the entrance gate. This work is beyond the services provided by the Grounds Maintenance Contract. Four contractors submitted sealed bids and the bid tabulation is as follows:

Desierto Bonito Dr. Ponding area repair Bid No. 2022-010 PW	
Company	Amount
J.R. Industrial Enterprise, LLC	\$29,999.00
L&S Contractors, LLC	\$35,575.00
Double H Contracting, Inc.	\$44,444.00
Allen Concrete, LLC	\$49,999.99

After evaluation of the bid, and upon the recommendation of the Public Works Director, staff recommends award of the construction project to J.R. Industrial Enterprise, LLC as the lowest, responsive, responsible bidder, in the amount of \$29,999.00.

Attached for your review is the bid as submitted.

INFORMAL BID

Construction/Public Works Project

Non-Construction/Non-Public Works Project

**PROJECT: PONDING AREA NEXT TO
DESIERTO BONITO DRIVE**

Bid No. 2022-010PW

***DO NOT SUBMIT IF YOUR BID IS
OVER \$50,000.00***

Sealed bids will be received
until **2PM MST on DEC 8, 2022**

Return Bid to: Purchasing Agent
Town of Horizon City
Attn: Gerardo E Setzu
14999 Darrington Road
Horizon City, Texas 79928

The Town of Horizon City is moving toward an Online Bidding System by the name of BonFire. Eventually all bids will be submitted electronically through the BonFire portal in order to save time, paper and resources.

Bonfire Software will indicate all the dates and documents needed. Required documents will be made accessible in order to submit your bid.

At this time, bidders can still submit a physical bid or an electronic bid.

INSTRUCTIONS TO BIDDERS—INFORMAL BID REQUEST

1. RECEIPT AND OPENING OF BIDS

- Bids received to the Town of Horizon City Finance - Purchasing Department after the submission deadline shall be returned unopened and will be considered void and unacceptable. Horizon City (“Horizon City” or “City”) is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the Finance - Purchasing Department shall be the official time of receipt.
- Bids are solicited for furnishing the materials and services set forth in this invitation to bid. Completed bid proposals must be received in the Town of Horizon City Finance - Purchasing Department by the deadline stated above. All bids must be in a sealed envelope clearly marked with the bid description and opening date on the outside of the envelope. If submitting your bid by express mail, please place the bid in a separate sealed envelope inside the carrier’s envelope.
- **BIDS MAY NOT BE FAXED OR E-MAILED.**
- Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn within sixty (60) consecutive calendar days without the written permission of the City.

2. PREPARATION OF BID

- Bidders are advised that the plans, specifications and other documents on file as compiled into the furnished bid packet shall constitute all the information which the City shall furnish. The City excludes any express or implied warranties relating to such documents. Bidders are required, prior to submitting any bid, to review the plans and read the specifications, bid, and contract forms carefully; to visit the site of the work; to examine carefully local conditions; to inform themselves by their independent research, tests and investigations of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion; and to obtain all information required for its completion; and to obtain all information required to make an intelligent bid.
- No information given by the City or any official thereof shall be binding upon the City. Bidders shall rely exclusively upon their own estimates, investigations, tests and other data which are necessary for full and complete information upon which the bid may be based. Any bidder, by submitting his bid, represents and warrants: that he has prepared his bid in accordance with the specifications, with full knowledge and understanding of the terms and provisions thereof; that he has reviewed, studied and examined the bid prior to the signing and submission of same; and that he was cognizant of the terms of his bid, verified his calculations and found them to be correct and agrees to be bound thereby.

- The bidder shall submit his bid on the forms furnished by the Owner. All blank spaces in the form shall be correctly filled in and the bidder shall state the prices both in words and numerals, for which he proposes to do the work contemplated or furnish the material required. Such prices shall be written in ink distinctly and legibly. In cases of discrepancy between the price written in words and price written in figures, the price written in words shall govern.
- If the bid is submitted by an individual, his name must be signed by him or his duly authorized agent. If the bid is submitted by an association or partnership, the name and address must be given and the bid signed by a duly authorized member of the association or partnership. If the bid is submitted by a corporation, the corporate name and business address must be given and the bid signed by a duly authorized corporate officer or agent. Powers of attorney authorizing agents to sign the bid must be properly certified and must be in writing and submitted with the bid. The bid shall be executed in ink.
- The bidder shall sign and date his bid where shown in the signature block. The person signing the bid must have the authority to bind the company in a contract. Bids which are not signed where indicated may be rejected.
- Horizon City is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, **the bid price shall not include taxes.** Bidder shall bear the responsibility of any sales or use tax if any product or supply is deemed to be taxable by state. Horizon City will furnish, upon request, sales tax exemption forms to the bidder that is awarded.
- The bidder agrees if this bid is accepted, to furnish any and all services and materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications.
- All delivery and freight charges are to be included in the bid price.
- Any reference to model/make/manufacture used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered unless indicated by stating no substitutions allowed.
- Quantities indicated in the bid are estimated based upon information at the time bids are requested. The City reserves the right to increase or decrease the quantities by any amount it deems necessary and as permitted by law to meet its needs without any adjustment in the contract price.
- Design, strength and quality of materials must conform to the highest standards of manufacturing practice.
- The contractor will be required to file for the appropriate permits as required by City Ordinance.

3. ADDITIONAL PROVISIONS APPLICABLE TO A PUBLIC WORKS/ CONSTRUCTION PROJECT

- Each Bidder must inform themselves fully of the conditions relating to the construction of the project designated as a public works or construction project and the employment of labor thereon, including but not limited to familiarity with the project site and any utilities or other affected parties. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of their contract or take all actions necessary with respect to coordinating with any utilities or other affected parties.
- All insurance requirements, including workers' compensation and liability, as outlined under State Law, shall be met prior to any services rendered and shall remain in effect during the time of the contract associated with an accepted bid.
- All current Federal and the State of Texas wage laws shall be complied with, including Chapter 2258 of the Government Code regarding the payment of prevailing wage rates. The Contractor and any subcontractor under him shall pay all laborers, workmen and mechanics of all skills employed at the site to perform work, not less than the Town of Horizon City adopted rates of wages for work of a similar character. The wage rates shall comply with the attached wage rate list.
- The bidder 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. If circumstances relevant to this provision change during the course of the contract, the bidder shall promptly notify the City.
- The bidder verifies that: (1) 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. If circumstances relevant to this provision change during the course of the contract, the bidder shall promptly notify the City.
- The bidder 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
- The bidder 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. If circumstances relevant to this provision change during the course of the contract, the bidder shall promptly notify the City.

4. ADDENDA AND INTERPRETATIONS

- No interpretation of the meaning of plans, specifications, or other prebid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to the Town of Horizon City Finance - Purchasing Department, 14999 Darrington Road, Horizon City, Texas 79928.
- Please refer to this Solicitation/Contract Number and Title in all correspondence. Bonfire RFP software will provide a portal for you to submit any questions.
- Any interpretations, corrections or changes to this Invitation to Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Town of Horizon City Finance - Purchasing Department or other designee of the Mayor. Addenda will be sent to all who are known to have received a copy of this Invitation to Bid.
- Bidders shall acknowledge receipt of all addenda on the sealed envelope containing their bid and all addenda so issued shall become part of the contract documents.

5. METHOD OF AWARD—LOWEST RESPONSIBLE AND RESPONSIVE BIDDER

- Horizon City reserves the right to reject any or all products and/or services covered in this Invitation to Bid and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of Horizon City.
- Horizon City reserves the right to award bids on a lump sum or unit price basis, whichever is in the best interest of the City. Horizon City reserves the right to split the bid between bidders on individual prices.
- All bids meeting the intent of this Invitation to Bid will be considered for award. Bidders taking exception to specifications, or offering substitutions, shall state these exceptions in the section provided on the Bid Form or by attachments as a part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions, and the City shall hold the bidder responsible to perform in strict accordance with the specifications of this invitation. Horizon City reserves the right to accept any, all, or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
- Bidders must supply with their bid, a list of at least three (3) references where like goods or services have been supplied by their company. Include name of the business, address, telephone number and name of representative with whom the City may speak.
- For any Public Works / Construction project exceeding \$20,000.00, Bidder must demonstrate successful construction of, and successful completion of one (1) project similar in nature and scope of this Project and one (1) project with a value of at least fifty percent (50%) of the value bid for this project, within the last five (5) years. In determining the lowest and best bidder, in addition to price, the City may consider the ability, capacity and skill of Bidder to

perform the contract or provide the service required, the character, responsibility, integrity, reputation, and experience of the Bidder, and any documentation of the quality of performance on any previous City contracts or any previous or existing noncompliance by the Bidder with specification requirements.

- Section 176.006 of the Texas Local Government Code requires a bidder/vendor to file a conflict of interest questionnaire if the vendor has a business relationship with the City and has:
 - a) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or
 - b) has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor/bidder is required to file a questionnaire not later than the seventh business day after the later of the following:

- a) the date the vendor begins discussions or negotiations to enter into a contract with the City or submits an application or response to a bid proposal; or
- b) the date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.

State law requires that a vendor file an updated questionnaire with the City Clerk's office annually, before September 1st, and or not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate. Compliance with this law is the responsibility of each bidder/vendor.

- Section 2252.908 of the Texas Government Code requires an "interested party" as that term is defined in Section 2252.908(a)(3) to submit a disclosure of interested parties to the city at the time the contract is submitted to the city council for approval. The successful bidder, upon notification that this submission is required, shall complete Form 1295 as required by the State of Texas, Texas Ethics Commission and timely submit a signed and notarized copy of the form to the City.
- If this bid is accepted and approved by the Town of Horizon City, this bid shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract with the exception of a change arising.
- By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the contract attached.
- Bidders may be disqualified and their bid not considered for the following specific reasons:
 - (a) reason for believing collusion exists among the bidders;
 - (b) reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated;

- (c) the bidder being currently in any litigation against the Town of Horizon City, or where such litigation is contemplated or imminent, in the sole opinion of the Public Works Director or other designee of the Mayor;
- (d) the bidder being in arrears on any existing contract or having defaulted on a previous contract;
- (e) lack of competency, responsibility or financial capability;
- (f) uncompleted work which in the judgment of the Public Works Director or other designee of the Mayor shall prevent or hinder the prompt completion of additional work if awarded;
- (g) unbalanced value of any bid items.

- After bids are opened, the bids shall be tabulated for comparison on the basis of the bid prices and quantities shown in the bid. Until final award of the contract, the City reserves the right to reject any or all bids, to waive technicalities or irregularities at its option, to re-advertise for new bids or proceed to do the work otherwise in the best interests of the City. Each bidder shall be furnished a copy of the bid tabulation upon request.
- The award by the Town of Horizon City, if made, shall be to the lowest responsive, responsible bidder within 60 days after the opening of bids; but in no case shall the award be made until after investigations are made as to the responsibility of the bidder to whom it is proposed to award the contract. Delivery of the NOTICE OF AWARD shall be hand-delivery, evidenced by a written and dated receipt, or by Certified Mail, or electronically via email, and the date of receipt shall be established as the date of Delivery shown on the US Postal Service Domestic Return Receipt form or facsimile confirmation.
- The person or persons, partnership, company, firm, association or corporation to whom a contract is awarded shall within 10 working days after receipt of the contract sign the necessary agreements entering into the required contract with the City and provide the necessary evidence of insurance as required under the contract documents within 30 days. No contract shall be binding on the City until all authorized signatures required by law have been affixed and the executed contract delivered to the Contractor.
- The failure of the bidder to execute the contract within 10 days or provide the required evidence of insurance shall constitute a breach of his bid and the City may annul the award. In the event the Owner should seek new informal bids, the defaulting Contractor shall not be eligible to bid.

TOWN OF HORIZON CITY
Ponding areas next to 14268 Desierto Bonito Dr.
Scope of work/Bid specifications

LOCATION

Ponding areas next to 14268 Desierto Bonito Dr.



CREWS

As Needed.

DESCRIPTION OF WORK

1. Using Machinery compact and repair erosion at
 - a.) Pond slopes.
 - b.) Access Maintenance Road.
 - c.) Access Ramp.

2. Clean drainage structures from trash/debris and vegetation.
3. Remove all weeds, trees, debris, and vegetation.
3. Underneath the existing concrete structures inside the pond, clear from trash, weeds, debris.
4. Re-Mortar cracks in the pond's interior Rock walls with type "S" mortar.
5. Seal cracks on the drainage channel inside the pond with SIKAFLEX or similar material.
6. Install and compact 2 inches of asphalt millings on top of the entire Access Maintenance Road and entire Access Ramp. Material to be provided and delivered to the site by Horizon City Public Works Department.
7. Replace approximately 20ft. of broken curb (both sides) leading into the concrete channel by the west side rod iron gate.
8. Paint west side iron gate (color black) only.
9. Dispose of all trash/debris properly.

CONTRACTOR RESPONSIBILITIES

- Notify School Principal or representative.
- Make repairs to areas disturbed due to the work such as landscape, signs, drop inlets, utility lines, H.C. Ramps, curb and gutter and/or any disturbed structures/areas due to the work. (as needed)
- Contact Texas 811.
- If a water/sanitary sewer leak is encountered during the excavation, all work is to be stopped, area is to be secured and the Town of Horizon shall be notified immediately.
- Contractor shall comply with all safety requirements from Federal, State and local entities. All applicable safety requirements for the job shall be the responsibility of the contractor to provide safety vests, hardhat, boots, shoring box, proper traffic control equipment among other items.
- Coordinate with Horizon City representative for Geotechnical testing (if applicable).
- Contractor shall be responsible for removal and disposal of the material.

•All work must be performed between 8 AM and 5 PM Monday thru Friday, excluding weekends and Holidays. Work Zone traffic control must be maintained per. TXDOT Manual on Uniform Traffic Control Devices (TMUTCD) requirements. All work must conform to the provisions of City Ordinance No. 0040. Cut and excavation permit required.

Standards for Work and Supervision

Inspection shall be required once the work has been completed.

Prices

Price shall include all costs necessary to complete the work, including but not limited to the following: labor, landfill tipping fees, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes.

Insurance Requirements

By submitting this bid, the bidder affirms he has reviewed the insurance requirements found below in the applicable contract provisions and confirms its ability to procure the required insurance upon award of this contract.

Contract

By submitting this bid, the bidder affirms he has reviewed the attached contract(s) and takes no exceptions. Should the bidder wish changes to the contract, those changes should be listed in the exceptions portion of the bid form below.


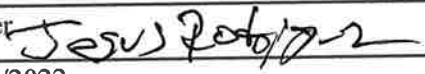
BID FORM

REQUIRED SPECIFICATIONS	CAN YOU COMPLY?	
	YES	NO
	X	
Total Bid Price	\$29,999.00	

Note: Also complete bid summary with the total bid price in figures and in words.

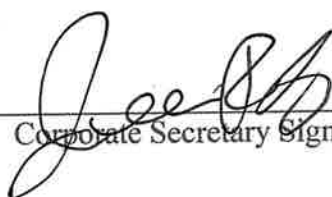
EXCEPTIONS

BIDDER INFORMATION SHEET

Company Name	J. R. Industrial Enterprise, LLC
Address	9062 Eclipse Street
City, State, Zip	El Paso, TX. 79904
Phone Number	(915) 667-5685
Fax Number	(915) 288-8897
Email Address	jrindustrialenterprise@gmail.com
Tax Identification Number	47-2933938
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	Owner 
Date	12/06/2022

If the Bidder is a Corporation, the following Certificate should be executed:

I, Jesus Rodriguez, certify that I am the Corporate Secretary of the corporation named as Bidder hereinabove; that Jesus Rodriguez, who signed the foregoing bid on behalf of the Bidder was then Owner of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



Corporate Secretary Signature and Corporate Seal

BID SUMMARY

Total Bid \$29,999.00
(In Figures)

Total Bid Twenty-Nine Thousand Nine Hundred Ninety-Nine Dollars
(In Words)

Receipt is hereby acknowledged of the following addenda to the contract documents:

Addendum No. 1 dated <u>December 1, 2022</u>	Received <u>December 1, 2022</u>
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____
Addendum No. 5 dated _____	Received _____

J. R. Industrial Enterprise, LLC
CONTRACTOR

Jesus Rodriguez
BY

Owner
TITLE

**Seal and Authorization
(if a corporation)**

ATTEST:



SECRETARY

9062 Eclipse Street
ADDRESS

(915) 667-5685
TELEPHONE

CONTRACT TIME

Bidder agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the City. The Contract Time shall begin on the date to commence work specified in the Notice to Proceed and shall run for 30 (thirty) additional CONSECUTIVE CALENDAR DAYS thereafter. Bidder shall Substantially Complete the project within 30 (thirty) CONSECUTIVE CALENDAR DAYS after the date to commence work in the Notice to Proceed. Bidder agrees to pay, as liquidated damages, the sum as specified in the Special Conditions for each consecutive calendar day after the Contract Time.

STATE OF TEXAS)
)
COUNTY OF EL PASO)

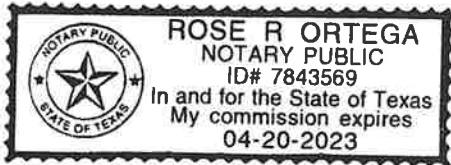
CERTIFICATION OF NONCOLLUSION

The bidder, being sworn, deposes and says, Jesus C Rodriguez, the contractor submitting this bid and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or with any City official.

[Signature]
Signature

[Title]
Title

SUBSCRIBED AND SWORN to before me by Jesus C Rodriguez on this 6 day of December, 2022.



[Signature]
Notary Public

04/20/2023
My Commission Expires

ALTERNATIVE BID FORM (which may be substituted, if appropriate)

REQUIRED SPECIFICATIONS	CAN YOU COMPLY?	
	YES	NO
	X	
Total Bid Price	\$29,999.00	

Total Bid Price in words: _____

OR

Proposed Flat Hourly Rate: _____

Flat hourly rate is to include equipment, labor and other expenses the company may have.

OR

LINE ITEM BIDS	PRICE/UNIT PRICE
1.	%
2.	%

OR

DESCRIPTION	UNIT PRICE
1. Material (Cost plus %)	%
2. Rental Equipment (Cost plus %)	%
3. Labor – (Straight time)	Per Hour
4. Labor – (Overtime)	Per Hour

EXCEPTIONS

Line-item entries shall prevail over sum total entries. When discrepancies exist between unit prices and corresponding extended prices, unit prices shall prevail.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

J. R. Industrial Enterprise, LLC
 El Paso, TX United States

Certificate Number:
 2022-960896

Date Filed:
 12/02/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Town of Horizon City

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

210-28
 Pond Rehabilitation, Repairs & Culverts

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rodriguez, Jesus	El Paso, TX United States	X	

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Jesus Rodriguez, and my date of birth is 01/19/1965.

My address is 9002 Eclipse St. El Paso TX 79904 US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in El Paso County, State of TEXAS, on the 02 day of Dec, 2022.
(month) (year)


 Signature of authorized agent of contracting business entity (Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

— NA —

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

— NA —

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

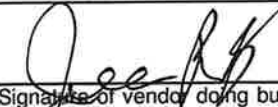
Yes No


B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity


Date

J. R. Industrial Enterprise, LLC
9062 Eclipse St.
El Paso, TX. 79904
915-667-5685
Email: jrindustrialenterprise@gmail.com

December 6, 2022

Reference List:

El Paso Underground
1014 Cedar
El Paso, TX. 79903
Mr. Domingo Olivas
General Superintendent
Phone: 915-352-7456

INFRAMARK
13034 Eastlake Blvd., Ste. D-E.
El Paso, TX. 79928
Mr. David Munoz
Field Technician Manager
Phone: 915-765-9019

HUNT
601 N. Mesa, Suite 1900
El Paso, TX. 79901
Mr. Moses Williams Jr.
Assistant Superintendent
Phone: 915-298-4368

J R Industrial Enterprise, LLC

Similar Project Work



INFORMAL BID

Construction/Public Works Project

Non-Construction/Non-Public Works Project

PROJECT: PONDING AREA NEXT TO DESIERTO BONITO DRIVE Bid No. 2022-010PW

Addendum 1

Questions Submitted to Town of Horizon City with Responses

***DO NOT SUBMIT IF YOUR BID IS
OVER \$50,000.00***

Sealed bids will be received
until **2PM MST on DEC 8, 2022**

Return Bid to: Purchasing Agent
Town of Horizon City
Attn: Gerardo E Setzu
14999 Darrington Road
Horizon City, Texas 79928

The Town of Horizon City is moving toward an Online Bidding System by the name of BonFire. Eventually all bids will be submitted electronically through the BonFire portal in order to save time, paper and resources.

Bonfire Software will indicate all the dates and documents needed. Required documents will be made accessible in order to submit your bid.

At this time, bidders can still submit a physical bid or an electronic bid.

#	Question	Answer
1	Is it possible that we could get access inside the pond area? We want to see the rock wall and the concrete structure to see the amount of repair needed.	Please contact the Public Works Director Albert Valle at (915) 630-8528 should any contractor need access to the pond.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

HORIZON CITY, TEXAS

RESOLUTION

WHEREAS, the City Charter for the Horizon City, Texas (hereinafter, the “City”) provides for the appointment of an **Associate Judge** under Section 4.04; and

WHEREAS, **Stephen G. Peters** resigned from his position as **Associate Judge** for the City effective **September 1, 2022**; and

WHEREAS, the City Council needs to appoint a new Associate Judge in order to ensure efficient operations of the Municipal Court without interruption; and

WHEREAS, pursuant to Section 4.04(C) of the City Charter, the Mayor recommends the appointment of **Sergio A. Saldivar** as the **Associate Municipal Court Judge** by the City Council; and

WHEREAS, the City and **Sergio A. Saldivar** have set forth the duties and responsibilities of each party in the **Professional Services Agreement** attached hereto for all intents and purposes; and

WHEREAS, the City Council of the Town of Horizon City, Texas, deems it in the best interest of the public to appoint **Sergio A. Saldivar** as the **Associate Municipal Court Judge** and authorize the execution of the attached **Professional Services Agreement**.

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

1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are adopted by the City Council and made a part thereof for all parties.
2. The City Council of the Town of Horizon City, Texas, appoints **Sergio A. Saldivar** as the **Associate Municipal Court Judge** and authorizes the execution of the attached **Professional Services Agreement**.
3. This Resolution shall become effective immediately, and **Sergio A. Saldivar** shall serve as the **Associate Municipal Court Judge** once the **Professional Services Agreement** has been properly executed and filed with the City Clerk.

PASSED AND APPROVED THIS 13th day of December, 2022.

[SIGNATURES FOLLOW ON NEXT PAGE]

TOWN OF HORIZON CITY

By: _____
Ruben Mendoza, Mayor

ATTEST

By: _____
Elvira Schuller, City Clerk

APPROVED AS TO FORM

By: _____
Sylvia Borunda Firth,
City Attorney

THE STATE OF TEXAS)
)
)
)
 COUNTY OF EL PASO)

**PROFESSIONAL SERVICES AGREEMENT
 ASSOCIATE JUDGE SERGIO A. SALDIVAR**

This **Professional Services Agreement** is made by and between the **TOWN OF HORIZON CITY, TEXAS**, hereinafter called “**City**”, and **SERGIO A. SALDIVAR**, hereinafter called “**Associate Judge**”, upon the following terms, covenants, and conditions:

IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, the parties hereby agree as follows:

1. SCOPE OF SERVICES:

The **City** hereby contracts with the **Associate Judge** as the substitute Municipal Court Associate Judge for Horizon City, and the **Associate Judge** agrees to assume the full duties and responsibilities as **Associate Judge** for the Municipal Court of Horizon City as stated in City Ordinance No. 0108 and described in the Scope of Services, attached hereto as **Exhibit A**.

The **Associate Judge** shall perform duties as a substitute for the Presiding Judge of the Municipal Court of Horizon City when the Presiding Judge is unavailable, and the **Associate Judge** shall have all the powers and duties of the Presiding Judge while acting in that capacity. The **Associate Judge** shall conduct court sessions and perform on-call magistrate duties as required. The **Associate Judge** shall be available by phone to perform such duties and obligations 24 hours per day, 7 days per week as required. These duties and obligations include, but are not limited to, those contained under Texas State Law affecting Municipal Courts, the Texas Local Government Code, State and Federal Statutes, State and Federal Regulations, and Municipal Ordinances.

The **Associate Judge** shall report to the Presiding Judge, who shall manage the services of the **Associate Judge** under this Contract.

2. **EXTRAORDINARY DUTIES:**

In addition, the **Associate Judge** shall perform as the Judge of the Municipal Court of Horizon City in the event the Presiding Judge is incapacitated and cannot conduct normal duties, or as may be required to become familiar with court procedures. The **Associate Judge** while temporarily acting as Judge for the Municipal Court of the Town of Horizon City will have no authority to change the Presiding Judge's policies and procedures on how the Horizon City Municipal Court conducts its business.

3. **TERM:**

The term of this Contract shall run concurrent with the term of the Presiding Judge as set forth in the Charter of the Town of Horizon City. In order to make the terms concurrent, the initial term is adjusted and shall begin on **December 15, 2022**, and shall continue until expiration on **December 31, 2024**. At the end of the initial term, if provision has not been made by the City Council for the renewal of this Contract then the term of this Contract shall automatically renew on a month-to-month basis subject to the same terms, covenants, and conditions herein contained until by the City Council takes action to renew this contract or until the contract is terminated by either party by written thirty (30) day notice to the other party, as set forth in Section 10 below.

4. **COMPENSATION:**

For and in consideration of on-call services provided by the **Associate Judge**, the **City** does hereby agree and shall pay the **Associate Judge** monthly compensation of **\$300.00** beginning **January 1, 2023**, with review of same at the end of the initial Term of this Contract. Thereafter, the compensation shall be reviewed at such time as the City Council conducts budget review hearings in preparation of the City's annual budget as required by law for each fiscal year. Any change in compensation shall be effective upon the mutual written agreement of the parties.

In addition, for Extraordinary Duties provided by the **Associate Judge** for presiding over a court session due to the Presiding Judge's incapacitation or to become familiar with court procedures, the **Associate Judge** shall be paid **\$85.00** per session. In the event that

the Judge is incapacitated on the Friday before a warrant sweep that is scheduled for the following day, the **City** does hereby agree and shall pay **\$125.00** to the **Associate Judge** to preside over the warrant sweep. If the Presiding Judge is incapacitated prior to the Friday before a warrant sweep, the **City** may at its sole option cancel said warrant sweep.

As an independent contractor, the **Associate Judge** shall not receive any employee benefits provided to **City** employees. The compensation, including education and training costs as provided in this Contract, shall include all overhead costs, travel, and all other expenses of the **Associate Judge** in providing the services.

5. BILLING:

The **Associate Judge** shall submit a quarterly invoice to the **City** for his monthly compensation plus any compensation due for Extraordinary Duties during that billing period. Such billing shall be in writing, adequately documented, and no invoice shall be paid until it is adequately documented. **At a minimum, “adequate documentation” requires that each invoice shall contain a descriptive statement of the work performed, the dates when work was performed, and the compensation due.**

All invoices shall be paid pursuant to the Texas Prompt Payment Act within thirty (30) days of submittal to the **City** at the address set forth in this Contract.

6. EDUCATION AND TRAINING:

The **City** agrees to pay for legal education and training that are pertinent to the **Associate Judge’s** duties, subject to availability of funds budgeted by the **City** for such purposes. The **Associate Judge** will submit and obtain prior approval from the **City** all requests for such purchases, travel, and attendance at seminars in conformity with the policies and procedures established by the **City** for such expenditures. Should any travel be authorized, all travel expenses shall comply with **City** policies. The mode of travel, whenever feasible, shall be by air travel by commercial carrier and shall be the most economical available, but in any event shall never exceed coach fare by air. There will be no reimbursement for air travel expenses in excess of standard coach or economy fares.

Reimbursement for automobile mileage shall only be applicable for travel outside of El Paso County. There shall be no reimbursement for luxury items, alcoholic beverages, or meals in excess of the approved annual per diem established in **City** policies.

The **City** shall not be obligated to pay for the cost of such education and training that exceed the amount budgeted by the **City** for such purposes, but the **City** shall have the discretion to budget additional funds and pay for such education or training when doing so will be of benefit to both the **City** and the **Associate Judge**.

7. **INDEPENDENT CONTRACTOR:**

The relationship between the **City** and **Associate Judge** shall be one of independent contractor. Nothing in this Contract shall be deemed or construed to create a partnership or joint venture, or to create the relationship of employee-employer or principal-agent.

8. **MANDATORY DISCLOSURES:**

Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Associate Judge has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit Regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).

9. **ASSIGNMENT:**

The services provided by the **Associate Judge** are personal and the **Associate Judge** may not assign this Contract in whole or in part or subcontract any of the services without prior written consent of the **City**.

10. **TERMINATION:**

If prior to the expiration of the initial Term either party desires to terminate this Contract, it may be terminated by mutual consent of the **City** and **Associate Judge**, on a date mutually agreed, or such Contract may be terminated by the **City** upon a showing of good cause and a vote of the majority of the City Council approving such termination.

This Contract may be terminated by the mutual agreement of the **City** and the **Associate Judge**, or by either party upon thirty (30) day notice. Either party may provide advance termination notice in writing specifying such terms and conditions as may be mutually agreed upon. The **Associate Judge** will thereupon prepare a final invoice which will be paid within thirty (30) days.

In the event that this Contract is terminated pursuant to this Section, the **Associate Judge** shall not be entitled to any additional compensation or recovery of damages, other than that based on actual work performed or reimbursement for expenses incurred as provided by and in accordance with the provisions of this Contract.

Any notice shall be accomplished by hand delivery or United States Mail, postage prepaid to the respective addresses designated below, or at such other address as they have specified in a prior written notification. A courtesy copy may also be sent by Electronic Mail (E-mail).

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

With copy to: Municipal Court
Town of Horizon City
14999 Darrington Road
Horizon City, TX 79928
ATTN: Presiding Judge

Associate Judge: Sergio A. Saldivar
2301 Montana Avenue
El Paso, TX 79903

11. PARTIES BOUND:

This Contract shall inure to the benefit of and be binding upon the parties, their successors, heirs and personal representatives.

12. **LEGAL CONTRUCTION:**

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 as enforced as if the offending part or provision were not a part of this Contract.

13. **GOVERNING LAW AND VENUE:**

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in El Paso County, Texas.

Executed this _____ day of December, 2022.

TOWN OF HORIZON CITY

By: _____
Ruben Mendoza, Mayor

ASSOCIATE JUDGE

By: Sergio A Saldivar
Sergio A Saldivar

[SIGNATURE CONTINUE ON NEXT PAGE]

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth,
Assistant City Attorney

EXHIBIT A

Scope of Services – Associate Judge

The Associate Judge shall:

1. Be a licensed attorney in good standing in the State of Texas at all times during the term of the Contract.
2. Be available on-call by phone to perform such duties and services 24 hours per day, 7 days per week as required.
3. In the absence of the Presiding Judge, assume the duties of the Presiding Judge and serve as judge to impartially adjudicate all cases and matters involving violation of Class “C” misdemeanors and certain civil matters under state law and violation of City ordinances. Adjudicate a significant volume of cases promptly and efficiently.
4. Preside as judge as needed over all court sessions, including pre-trial and trial hearings; advise defendants and other interested parties of the charges, rights, legal opinions, and rulings; review all evidence as necessary, including the defendant’s statement, and establish proof of legal compliance; weigh the evidence as necessary to assess the appropriate disposition, judgement, and fines in each case.
5. Serve as needed as magistrate as appropriate by issuing court orders and warrants, setting bail, and performing other magistrate duties in accordance with state law.
6. During the performance of these duties and services, the Associate Judge will have no authority to change the Presiding Judge’s policies and procedures on how the Horizon City Municipal Court conducts its business, except as may be requested by the Presiding Judge.
7. To the extent required, organize court proceedings
8. Maintain professional knowledge by reviewing current laws and staying current with professional publications, activities in other jurisdictions, and innovations in Court management.
9. Report to the Presiding Judge of the Horizon City Municipal Court and perform other duties as requested by the Presiding Judge.

RESOLUTION

TOWN OF HORIZON CITY

WHEREAS, the Town of Horizon City (the “City”) is a relatively new community located southeast of El Paso and east of I-10, within El Paso County, Texas; and

WHEREAS, The City wishes to develop architectural design standards for its Transit Oriented Development (“TOD”); and

WHEREAS, The purpose of the TOD is to create a “center” that provides settings for active community life, social interaction, and increased economic activity to include residential, non-residential, and landscape architectural standards; and

WHEREAS, the City Council finds it in the best interest of the City and the public to approve the TOD Architectural Guidelines.

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

That the Transit Oriented Development Architectural Guidelines presented by staff on December 13, 2022 and attached to this Resolution are approved and adopted by the City Council and shall be effective within the area described as the Transit Oriented Development area in the Town of Horizon City.

PASSED AND ADOPTED this 13th day of December, 2022.

TOWN OF HORIZON CITY

Ruben Mendoza, Mayor

ATTEST:

Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth
Assistant City Attorney

HORIZON CITY

TOD ARCHITECTURAL STANDARDS



CLIENT TEAM



DESIGN TEAM



TABLE OF CONTENTS

Division 1: General Provisions

- Sec. 1.1 Purpose
- Sec. 1.2 Glossary of Terms
- Sec. 1.3 Acronyms

Division 2: Transect Zones

- Sec. 2.1 Purpose, Intent and General Standards
- Sec. 2.2 Transect Zones
- Sec. 2.3 Permitted Uses
- Sec. 2.4 T5 Mixed Use Center
- Sec. 2.5 T4 Urban
- Sec. 2.6 T3 Sub-Urban
- Sec. 2.7 C Civic

Division 3: Standards for Lots & Buildings

- Sec. 3.1 Purpose
- Sec. 3.2 Lot Standards
- Sec. 3.3 Accessory Dwelling Units
- Sec. 3.4 General Building Standards
- Sec. 3.5 Facades
- Sec. 3.6 Frontage Types
- Sec. 3.7 Site Standards

Division 4: Thoroughfare Standards

- Sec. 4.1 Purpose
- Sec. 4.2 Street Hierarchy
- Sec. 4.3 General Standards
- Sec. 4.4 Street Lighting
- Sec. 4.5 Street Trees
- Sec. 4.6 Transit Shelters
- Sec. 4.7 Sidewalks and Pavement
- Sec. 4.8 Site Furniture
- Sec. 4.9 Thoroughfare Construction Standards
- Sec. 4.10 Street Network
- Sec. 4.11 Street Types

Division 5: Site Development Standards

- Sec. 5.1 Purpose
- Sec. 5.2 Parking Standards
- Sec. 5.3 Signage Standards
- Sec. 5.4 Lighting Standards
- Sec. 5.5 Environmental

Division 6: Landscape Standards

- Sec. 6.1 Title
- Sec. 6.2 Purpose
- Sec. 6.3 Application
- Sec. 6.4 Interpretation
- Sec. 6.5 Landscape Plans Required

- Sec. 6.6 General
- Sec. 6.7 Street Trees
- Sec. 6.8 Buffer Trees
- Sec. 6.9 Parking Lot Trees & Landscape Area
- Sec. 6.10 Project Trees
- Sec. 6.11 Project Trees & Project Shrubs
- Sec. 6.12 Landscape Screen
- Sec. 6.13 Ground Treatment
- Sec. 6.14 Irrigation
- Sec. 6.15 Stormwater Management
- Sec. 6.16 Environmental
- Sec. 6.17 Installation
- Sec. 6.18 Maintenance
- Sec. 6.19 Enforcement
- Sec. 6.20 Appeals
- Sec. 6.21 Violations & Penalty
- Sec. 6.22 Severability
- Sec. 6.23 Rules
- Sec. 6.24 Definitions

Division 7: Irrigation Standards

- Sec. 7.1 Title
- Sec. 7.2 Valid License Required
- Sec. 7.3 Permit Required
- Sec. 7.4 Backflow Prevention Methods and Devices
- Sec. 7.5 Specific Conditions and Cross-Connection Control
- Sec. 7.6 Water Conservation
- Sec. 7.7 Irrigation Plans Required
- Sec. 7.8 Irrigation Standards
- Sec. 7.9 Completion of Irrigation System Installation
- Sec. 7.10 Maintenance, Alteration, Repair or Service of Irrigation Systems
- Sec. 7.11 Reclaimed Water
- Sec. 7.12 Advertisement Requirements
- Sec. 7.13 Contracts
- Sec. 7.14 Warranties for Systems
- Sec. 7.15 Duties and Responsibilities of City Irrigation Inspectors
- Sec. 7.16 Items Not Covered By This Ordinance
- Sec. 7.17 Enforcement
- Sec. 7.18 Definitions

Division 8: Development Review Procedures

- Sec. 8.1 Purpose Parking Standards
- Sec. 8.2 Application
- Sec. 8.3 Master Site Plans
- Sec. 8.4 Environmental
- Sec. 8.5 Warrants, Exceptions, and Amendments
- Sec. 8.6 Inspection

DIVISION 1: GENERAL PROVISIONS

Sec. 1.1 Purpose

The Horizon City Transit Oriented Development (TOD) Architectural Standards is a form based code book which implements the mixed-use vision for the Horizon City community by:

- Providing for the organization of development through the establishment of Land Use zones.
- Providing for standards of development.

Sec. 1.2 Glossary of Terms

A

Accessory Dwelling Unit: Also referred to as accessory apartments, second units, or granny flats - are additional living quarters on single-family lots that are independent of the primary dwelling unit. The separate living spaces are equipped with kitchen and bathroom facilities, and can be either attached or detached from the Principal Building.

Accessory Structure: Any structure that is related to or in conjunction with the primary structure or use on a lot, such as patios, sheds or pools.

Alley: A service roadway that provides access to properties abutting another street and that is not intended for general traffic circulation.

Attic: The interior part of a building contained within a pitched roof structure.

Awning: A light, protective architectural element entirely supported by, but not permanently attached to a building.

B

Backbuilding: A single-story structure connecting a Principal Building to an Outbuilding.

Balcony: An open habitable portion of an upper floor extending beyond a building's exterior wall that is not supported from below by vertical columns or piers but is instead supported by either a cantilever or brackets. An accessory area to a Dwelling, with one or more sides permanently open to the exterior except for a railing or parapet not exceeding four feet in height.

Bioswale: A linear landscape feature used to slow, collect, infiltrate, and filter stormwater that is vegetated with plants that can withstand moisture regimes ranging from flooded to dry that are designed to manage a specified amount of runoff from a large impervious area, such as a parking lot or roadway. A bioswale can accommodate larger quantities of stormwater and is deeper than a rain garden and is often greater in length than width.

Block: The aggregate of private Lots, Passages, and Alleys, circumscribed by Streets.

Building Height: The vertical distance between (1) the lowest permissible elevation above the existing grade which complies with finished floor elevation requirements

as established by flood maps, the Health Department, or building code, along the front of a building and (2) either the highest point of the coping of a flat roof, the deck line of a mansard roof, or the mean height level between eaves and ridge for gable, hip and gambrel roofs.

Build-to-Zone (BTZ): The range of allowable distances from the front property line along which the principal vertical plane of the building's primary façade shall be built in order to create a moderately uniform line of buildings along the street.

C

Canopy: A roof or overhead unenclosed structure that provides shade or shelter from the elements.

Civic Building: A building designed specifically for a Civic Use.

Civic Open Space: A natural or landscaped outdoor area provided for the purpose of active or passive public recreation. It shall include publicly accessible outdoor amenities such as a playground, seating area, picnic area, multi-use path and temporary or permanent small outdoor performance space or religious facility.

Civic Use: A use that is open to the public at least some of the time and provides a focal point for community interaction and fosters citizen participation in civic activities, including churches, temples, synagogues, mosques, and other religious facilities; lodges; college or university facilities; exhibition halls and art galleries; grade schools; library; meeting halls; museum or similar facilities; performance theaters; post office; fire house; public administration offices; trade or specialty school facilities; or similar uses.

Common Destination: An area of focused community activity, usually defining the approximate center of a Pedestrian Shed. It shall include without limitation one or more of the following: a Civic Open Space; a Civic Building; a Commercial center; a Third Place; a Meeting Hall; or a transit station, and may act as the social center of a neighborhood.

Cornice: Projecting horizontal decorative molding along the top of a wall or building.

Community Access Easement: Street continuations onto private land that require build out as per street atlas. These can count to shorten the calculated block length.

E

Encroachment: A structural or architectural element that breaks the plane of a vertical or horizontal regulatory limit extending into a Setback, into the Public Frontage, or into the Right-of-Way.

Exception: A type of amendment which permits a practice that is not consistent with a provision or the Intent of the Horizon City TOD Architectural Standards as determined

by the City Administration. Exceptions shall be granted only by the Town of Horizon City as set forth in Division 8 - Development Review Procedures.

Expression Line: A horizontal line, expressed by a material change or by a continuous projection not less than two inches nor more than one foot deep.

F

Façade: The exterior wall of a building.

Façade Transparency: The amount of transparent window glass or other openings in the façade of a building, relative to the overall surface area of the façade.

Final Site Plan: A development plan authorizing construction and development within an approved Master Site Plan.

Forecourt: a Private Frontage wherein a portion of the Façade is close to the Frontage Line and the central portion is set back.

Front Façade: (Syn: Primary Façade)

Front Street: The street along the primary frontage of a lot.

Frontage: The area between a building Façade and the vehicular lanes or pedestrian-only Street, inclusive of its built and planted components.

Frontage Line: A Lot Line abutting a Street Right-of-Way.

Frontage Buildout: The minimum percentage of the lot width which must be occupied by building façade within the Build-To-Zone. For example, a property which is 100 feet wide with a Frontage Buildout of 60% would require that at least 60 feet of façade length be maintained in the Build-to-Zone. Any additional length of front façade would be allowed to step back further from the Build-to-Zone, if desired. The intent of this requirement is to encourage development to maximize their front façade exposure along the Street or Civic Open Space.

Frontage Elements: The structural and architectural elements which extend outward from the Façade of a building along Frontages, including awnings, canopies, galleries, porches and stoops, and which do not count as an extension of the Façade itself for the purposes of measuring setbacks and build-to-zone.

G

Gallery: A covered passage that is open at one side, such as a portico or a colonnade. More specifically, it is a narrow balcony or platform running the length of a wall.

Garden Wall: A wall no greater than 48" in height that defines the Frontage Line and/or the perimeter of a property, dividing private areas from streets, rear lanes, or adjacent lots.

Gas Station: A commercial enterprise established for the purpose of retail sale or supply to motor vehicles of fuel, lubrication, minor repairs to tires, minor accessories, and including the customary space and facilities for the

installation of such commodities on or in vehicles, but not including space or facilities for storage, painting, repair, refinishing, body work, extensive mechanical work on or other servicing of motor vehicles.

Ground Cover: Low-growing plants other than turf grass or deciduous varieties, generally reaching a maximum height of not more than 24 inches at maturity, installed to form a continuous cover over the ground.

H

Habitable Space: Space in a structure for living, sleeping, eating or cooking. Habitable space excludes parking garages, self-service storage facilities, warehouses, display windows separated from retail activity, bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas.

Home Occupation: Any for-profit activity carried out within, or on the same lot as, a residential dwelling unit, by a resident of such a dwelling unit.

Hostel: An overnight lodging facility for transient guests that provides communal or dormitory-style accommodations where transient residents can rent a bed, usually a bunk bed (as opposed to renting an entire unit, as in a hotel), and share a bathroom, lounge, and sometimes a kitchen. Rooms can be mixed or single-sex, although private rooms may also be available.

L

Liner Building: A building specifically designed to mask a parking lot or a parking garage from a Frontage.

Live-Work Unit: Buildings or structures used jointly for commercial and residential purposes where the residential use of the space is secondary or accessory to the primary place of work. The commercial function may be anywhere in the unit. It is intended to be occupied by a business operator who lives in the same structure that contains the commercial activity or industry.

Lot: A parcel of land having specific boundaries and recorded as such in a deed or subdivision plat.

Lot Coverage: The portion of a Lot, expressed as a percentage, which may be occupied by a Principal Building and Accessory Structures, as well as sidewalks, patios, parking and loading areas, driveways, and other impermeable or man-made surfaces.

Lot Line: The lines abounding a Lot.

Lot Line, Front: The Lot Line dividing a Lot from a Street Right-of-Way. On a corner lot only one Lot Line shall be considered as a front lot line, where it is the Lot Line along the higher priority street on the street hierarchy.

Lot Line, Rear: The lot line opposite the Front Lot Line. In case of an irregular, triangular or gore-shaped lot, it shall mean a line within the lot, ten feet long, parallel to and at

the maximum distance from the Front Lot Line.

Lot Line, Side: Any Lot Line which is not a Front Lot Line or Rear Lot Line.

Lot Site Plan: A plan developed for the construction on an individual parcel within a platted subdivision within the Horizon City TOD.

Lot Width: The length of the Primary Frontage Line of a Lot.

M

Master Site Plan: A City Council approved plan depicting the proposed development of a neighborhood.

Meeting Hall: A building available for gatherings, including conferences, that accommodates at least one room equivalent to a minimum of 10 square feet per projected dwelling unit within the Pedestrian Shed in which it is located.

O

Open Space: That portion of a development that is permeable and remains open and unobstructed from the ground to the sky, specifically excluding parking areas, whether permeable or impermeable.

Outbuilding: An accessory building, usually located toward the rear of the same Lot as a Principal Building. A Backbuilding sometimes connects it to the Principal Building.

P

Pedestrian Shed: An area defined by the average distance that can be traversed at an easy walking pace from its edge to its center. This distance is applied to determine the size of a neighborhood or extent of a community. Pedestrian Sheds are oriented toward a central Common Destination. A standard Pedestrian Shed has an average ¼ mile or 1,320-foot radius, which is about the distance of a five minute walk at a leisurely pace.

Place of Worship: Any structure, used on a regular basis by a group of persons who assemble for religious worship, including, but not limited to, a church, synagogue, mosque, or temple.

Playground: A Civic Open Space designed and equipped for children's recreation.

Porch: An open air element of a building with a raised floor and a roof covering the floor that is supported by columns, posts, or piers. A porch may be located on more than one story.

Primary Civic Open Space: The main outdoor gathering place for a community. It is often, but not always, associated with an important Civic Building.

Primary Façade: The façade of a building that faces the street. In the case of a corner lot, it is the façade along the higher priority street on the street hierarchy.

Primary Frontage: The Frontage along the Primary Frontage

Line.

Primary Frontage Line: (Syn: Front Lot Line)

Principal Building: The main building on a Lot, usually located toward the Frontage, that contains the principal use or uses.

Principal Entrance: The main point of access for pedestrians into a building.

Property Line: (Syn: Lot Line)

Public Frontage: The area between the Vehicular Lanes and the Frontage Line.

Public Realm: The physical and social domain of the public that is held in common either by their physical presence or by visual association. This includes, but is not limited to Plazas, Squares, Parks, Thoroughfares, Public Frontages, Private Frontages, Civic Buildings and Civic Open Spaces.

R

Rain Garden: A small or residential landscape feature with a slight depression used to slow, collect, infiltrate, and filter stormwater that is vegetated with plants that can withstand moisture regimes ranging from flooded to dry.

Regulating Plan: A map that shows the physical locations and boundaries of Neighborhoods, primary streets, and Open Spaces subject to regulation by this TOD.

Right-of-Way: A strip of land dedicated, deeded, used or intended to be used, for a street, alley, walkway, boulevard, railroad, drainage facility, access for ingress or egress, electric transmission line, oil and gas pipeline, sanitary and stormwater sewer line, or other purpose by the public, certain designated persons, or governing bodies. It is an appropriation of the land to some public use made by the owner and accepted for such use by the public.

S

Settlement Founder: The original holder of title to the area incorporated as the Horizon City TOD.

Side Street: The street along the secondary frontage of a lot.

Sign Band: An area on a building above the entrance(s) to tenant spaces that accommodates signage for each tenant.

Single-Family Residence: A building comprised of one or more rooms providing cooking, sleeping, and sanitary facilities, designed for the exclusive use of a single family.

Small Footprint Tower: A stand-alone structure that is significantly taller than it is wide, or a portion of a building that is significantly taller than it is wide and typically has more detail than the surrounding building(s). When a tower is a portion of a building, the tower eave or cornice is taller than the remainder of the building eave or cornice height and one or more of the tower façades is located forward of the remaining building façade.

Story: That part of a building contained between any floor and the floor or roof next above.

Street: A public or private thoroughfare which affords the principal means of access to abutting property for use by motor vehicles, bicycles, and pedestrians. A street may be for use by pedestrians only or prohibit motor vehicles.

Setbacks: The minimum distance a building façade or parking area must be located from a frontage line or public right-of-way line.

Streetscreen: Sometimes called streetwall. A freestanding wall built along the frontage line, or coplanar with the facade, often for the purpose of masking a parking lot from the thoroughfare.

T

Terminated Vista: A building, structure, or portion of a building or structure, specifically designed to visually attract a viewer’s attention at the end of a visual axis, i.e. to terminate a view. A Terminated Vista may include towers, corner towers, symmetrical façades centered on a visual axis, an architecturally embellished entry, or similar distinctive architectural devices.

Third Place: A private building that includes a space conducive to unstructured social gathering. Third Places are usually bars, cafes, and corner stores.

Thoroughfare: A way for use by vehicular and pedestrian traffic, or pedestrian traffic only, and to provide access to Lots and Open Spaces, consisting of Public Frontage and often Vehicular Lanes.

Trail Head: The point at which a trail begins. Trail heads often contain rest rooms, sign posts and distribution centers for informational brochures about the trail and its features, and parking areas for vehicles and trailers.

Transect (Transect Zone): A planning and zoning tool that organizes zones in a continuum from rural to urban, referred to as T1, T2, T3, T4, T5, and T6 where T1 is the most rural and T6 is the most urban. Each Transect zone has common characteristics that facilitate form-based regulation.

Tree Canopy Coverage: The percent of land area that is covered by the layer of leaves, branches, and stems of trees that cover the ground when viewed from above.

V

Vehicular Lanes: the lanes providing traffic and parking capacity within a Thoroughfare. They usually consist of marked lanes in a variety of widths for parked and for moving vehicles.

W

Warrant: A type of amendment which permits a practice that is not consistent with a specific provision of the Horizon City Standards but is justified by the practice’s Intent as determined by the City. Warrants shall be granted administratively by the City Administrator or Designee.

Workplace Access Easement: Street continuations onto private land that require build out as per street atlas. These can count to shorten the calculated block length.

Sec. 1.3 Acronyms

For the purposes of this TOD, the following acronyms shall have the meanings set forth below:

Sec. 1.3.A. Acronyms

IDA: International Dark-Sky Association

Code: Code of Ordinances

TOD: Transit Oriented Development

DIVISION 2: TRANSECT ZONES

Sec. 2.1 Purpose, Intent and General Standards

Sec. 2.1.A. The Transect is a planning and zoning tool that organizes zones in a continuum from rural to urban, referred to as T1, T2, T3, T4, T5, and T6. One additional zone is the Civic zone, which covers building types and uses that do not fit into any of the previous categories. For this particular TOD, only T3, T4, T5 and Civic transect zones are applicable. Each Transect Zone has a different set of characteristics that correspond with building placement, building form, and frontage standards, all of which influence the neighborhood.

Sec. 2.1.B. Each T3, T4, and T5 Transect Zone shall contain at least three different permitted residential building types. The permitted residential building types for each Transect Zone are established in Table 2-1.

Sec. 2.1.C. *General Standards*

1. Precedent images are for illustrative purposes only to demonstrate the intent of the standards. They are provided as examples, and shall not imply that every element in the image is permitted.
2. The allocation of Transect Zones and required Civic Open Space by percentage are based on gross area allocated transect zones within the neighborhood.
3. Minimum residential density is measured for the total net acres allocated to each Transect Zone within the neighborhood. The net acre calculation does not include Rights-of-Way.
4. Accessory Dwelling Units do not constitute a separate unit for the purpose of calculating residential density

Sec. 2.2 Transect Zones

Standards for each of the Transect Zones are shown for comparison in Table 2-1. Each zone is further described in Sec. 2.4 through Sec. 2.7.

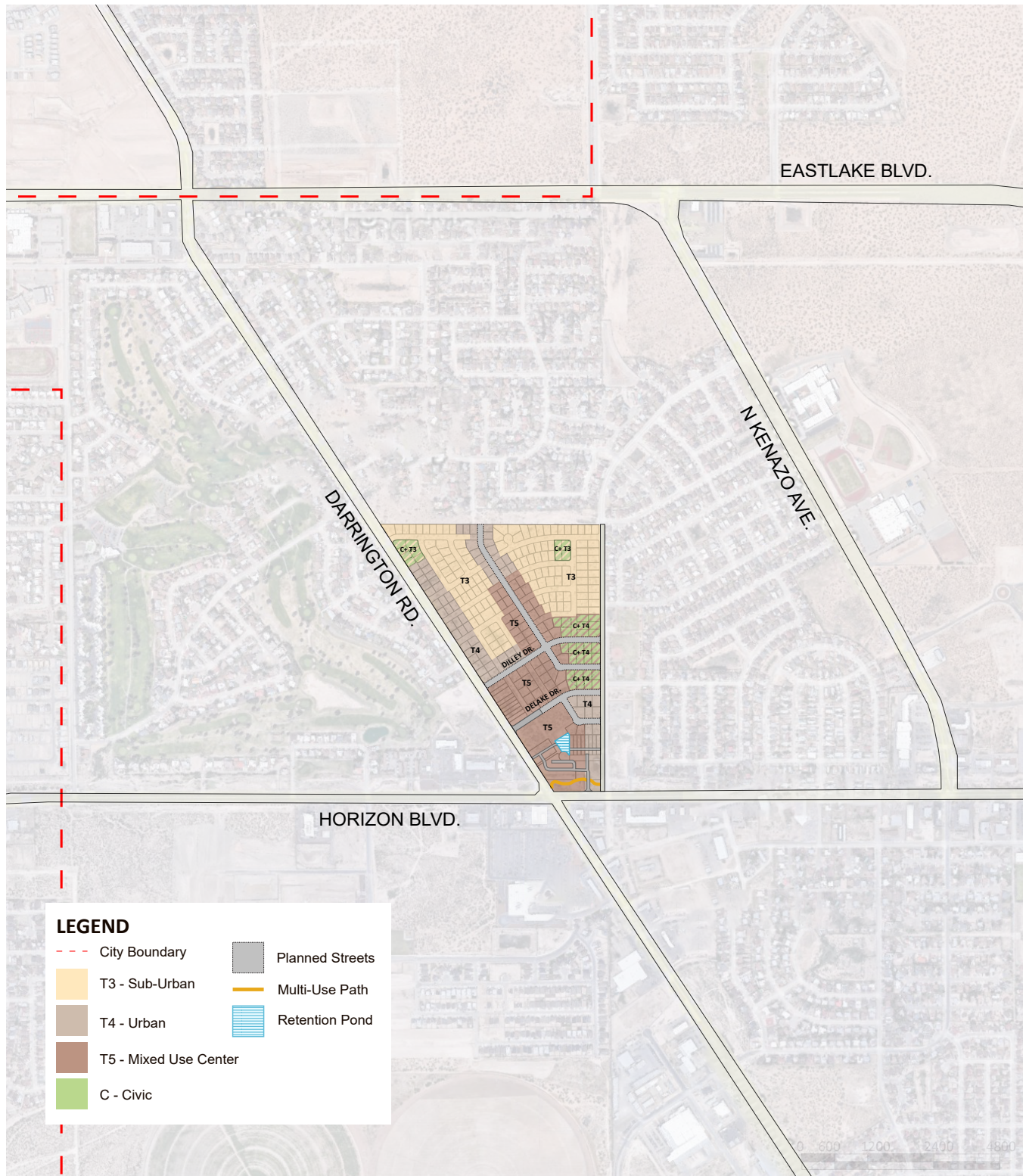
PRELIMINARY DRAFT FOR REVIEW

Table 2-1: Transect Zones				
	T3: SUB-URBAN	T4: URBAN	T5: MIXED USE CENTER	C: CIVIC
BUILDING PLACEMENT				
FRONT BUILD-TO-ZONE	12' MIN.	6' TO 18'	0' TO 10'	0' MIN.
FRONTAGE BUILDOUT (FRONT STREET)	40% MIN.	60% MIN.	70% MIN.	40% MIN.
FRONTAGE BUILDOUT (SIDE STREET)	30% MIN.	30% MIN.	30% MIN.	30% MIN.
SIDE SETBACK (MID-BLOCK)	5' MIN.	0' MIN.	0' MIN.	0' MIN.
SIDE BUILD-TO-ZONE (CORNER)	12' MIN.	6' TO 18'	0' TO 10'	0' MIN.
REAR SETBACK (LOT OR ALLEY)	5' MIN.	7' TO 10'	5' MIN.	5' MIN.
LOT AND BLOCK STANDARDS				
MAXIMUM BLOCK PERIMETER	2,400 LINEAR FEET	2,000 LINEAR FEET	2,000 LINEAR FEET	N/A
LOT WIDTH	40' MIN.	24' MIN., 200' MAX.	24' MIN., 180' MAX.	N/A
LOT DEPTH	80' MIN.	80' MIN., 300' MAX.	30' MIN., 180' MAX.	N/A
LOT COVERAGE	60% MAX.	70% MAX.	100% MAX.	100% MAX.
BUILDING HEIGHTS				
MAXIMUM BUILDING HEIGHT	2.5 STORIES	3 STORIES	4 STORIES	3 STORIES
FIRST FLOOR HEIGHT (FLOOR TO CEILING CLEAR)	9' MIN.	12' MIN. (C) 9' MIN. (RES.)	14' MIN. (C) 9' MIN. (RES.)	12' MIN.
GROUND FLOOR ELEVATION (ABOVE SIDEWALK OR FINISHED GRADE)	24" MIN. (RES.)	6" MAX. (C) 24" MIN. (RES.)	6" MAX. (C) 24" MIN. (RES.)	N/A
PARKING LOCATION				
FRONT SETBACK	30' MIN.	30' MIN.	30' MIN.	30' MIN.
SIDE SETBACK (MID-BLOCK)	8' MIN.	0' MIN.	0' MIN.	5' MIN.
SIDE SETBACK (CORNER)	20' MIN.	20' MIN.	20' MIN.	30' MIN.
REAR SETBACK	5' MIN.	5' MIN.	5' MIN.	5' MIN.
ALLOWED ENCROACHMENTS				
ALLOWED FRONTAGE TYPES	COMMON YARD, PORCH, STOOP	SHOPFRONT, FORECOURT, PORCH, STOOP, COMMON YARD	SHOPFRONT, FORECOURT, GALLERY, STOOP	N/A

C = COMMERCIAL
 MAX. = MAXIMUM
 MIN. = MINIMUM
 RES = RESIDENTIAL

PRELIMINARY DRAFT FOR REVIEW

FIGURE 2-1: PREFERRED ILLUSTRATIVE PLAN



Sec. 2.3 Permitted Uses

Sec. 2.3.A. Only those land uses that are listed in Permitted Uses Table 2-2 are the allowed land uses in the Horizon City TOD. As a general consideration, land uses not listed in the table are prohibited unless the applicant applies for a Warrant in accordance with Section 8.4.

Table 2-2: Permitted Uses

The allowable uses in each Transect Zone are as set forth in the Permitted Uses Table herein.

RESIDENTIAL TYPES	T3	T4	T5	C
MIXED USE BUILDING/BLOCK			■	
APARTMENT BUILDING		■	■	
MANSION APARTMENT	■	■	■	
LIVE/WORK UNIT			■	
TOWNHOUSE		■	■	
DUPLEX HOUSE	■	■	■	
COURTYARD HOUSE		■	■	
SIDEYARD HOUSE	■	■	■	
COTTAGE	■	■		
HOUSE	■	■		
VILLA	■			
ACCESSORY DWELLING UNIT	■	■	■	
FARM LABOR HOUSING				
RESIDENTIAL CONVERTIBLE TO RETAIL			■	

HOTEL (NO ROOM LIMIT)			■	
INN (UP TO 12 ROOMS)			■	
BED & BREAKFAST (UP TO 5 ROOMS)	□	□	■	
HOSTEL			□	
SCHOOL DORMITORY		■	■	

OFFICE BUILDING			■	
LIVE-WORK UNIT			■	
HOME OCCUPATION	■	■	■	
AGRICULTURAL/ANIMAL/ VETERINARIAN FACILITY			□	

OPEN-MARKET BUILDING (FARM MARKETS)	■		■	
RETAIL			■	
DISPLAY GALLERY			■	
RESTAURANT			■	
KIOSK			■	
PUSH CART			□	
FOOD TRUCK		□	□	□
LIQUOR SELLING ESTABLISHMENT			□	
MOVIE THEATER			■	

■ = By Right
□ = By Warrant

PRELIMINARY DRAFT FOR REVIEW

Table 2-2: Permitted Uses (Continued)

The allowable uses in each Transect Zone are as set forth in the Permitted Uses Table herein.

CIVIC	T3	T4	T5	C
BUS SHELTER	■	■	■	■
CONVENTION CENTER				
CONFERENCE CENTER				
EXHIBITION CENTER				
FOUNTAIN OR PUBLIC ART	■	■	■	■
LIBRARY				■
LIVE THEATER				
MUSEUM				■
AMPHITHEATER/OUTDOOR AUDITORIUM				■
PARKING STRUCTURE				
PLAYGROUND				■
SPORTS STADIUM				□
SURFACE PARKING LOT		■	■	■
RELIGIOUS ASSEMBLY	■	■	■	■
GOVERNMENT BUILDING & USE				■

OTHER: CIVIL SUPPORT

FIRE STATION				■
POLICE STATION				■
HOSPITAL				
MEDICAL CLINIC			□	

OTHER: EDUCATION

COLLEGE				■
HIGH SCHOOL				■
TRADE SCHOOL				■
MIDDLE SCHOOL				■
ELEMENTARY SCHOOL				■
ADULT DAY CARE CENTER	■	■	■	■
CHILD DAY CARE CENTER	■	■	■	■

OTHER: INDUSTRIAL	T3	T4	T5	C
INDUSTRIAL				
DISTRIBUTION CENTER				
LABORATORY FACILITY				
WATER SUPPLY FACILITY				
SEWER AND WASTE FACILITY				
ELECTRIC SUBSTATION	□	□	□	■
WIRELESS TRANSMITTER				■
WAREHOUSE				
PRODUCE STORAGE				
MINI-STORAGE				

OTHER: AGRICULTURE

AGRICULTURAL USES, ANIMALS				
AGRICULTURAL USES, CROPS				
AGRITOURISM				
GRAIN STORAGE				
LIVESTOCK PEN				
GREENHOUSE				
COMMUNITY GARDEN	■	■	■	■
STABLE				
KENNEL				□

OTHER: AUTOMOTIVE

GASOLINE				
AUTOMOBILE SERVICE				
TRUCK MAINTENANCE				
DRIVE-THROUGH FACILITY				
REST STOP				
ROADSIDE STAND				
BILLBOARD				

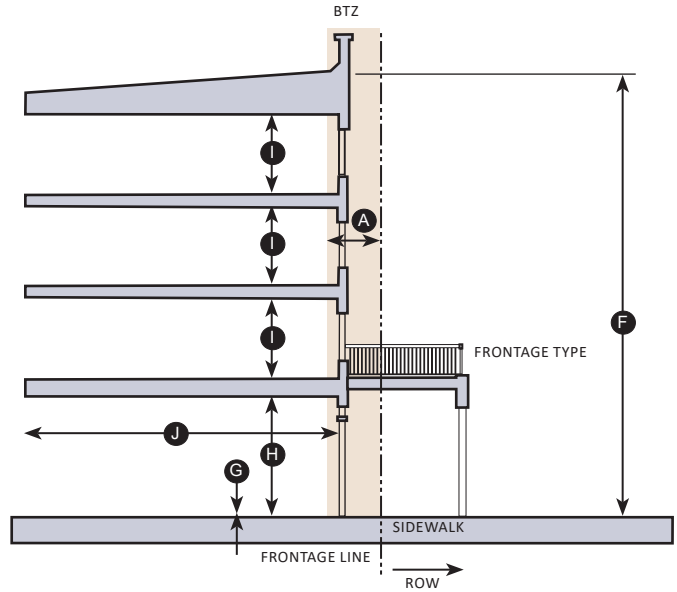
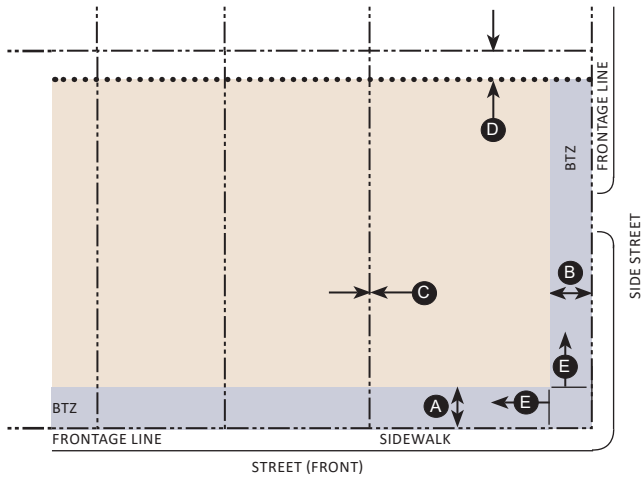
T5

Sec. 2.4 T5 Mixed Use Center

Sec. 2.4.A. Overview

This Transect Zone is found in the mixed-use commercial areas of the Horizon City TOD Urban Neighborhoods and may be found in other neighborhoods as well. Priority is placed on optimizing the physical characteristics of the built environment for increased walkability and a vibrant center with buildings located close to the sidewalk, plentiful shade for pedestrians, and parking lots screened from public view. This transect created a Main Street for the surrounding community.

Sec. 2.4.B. Form



KEY

--- FRONTAGE/PROPERTY LINE SETBACK LINE
■ BUILD-TO-ZONE (BTZ)	■ POTENTIAL BUILDING AREA (IN ADDITION TO BTZ)

KEY

--- FRONTAGE LINE	■ BUILDING
■ BUILD-TO-ZONE (BTZ)	

A. BUILDING PLACEMENT

SETBACKS		
FRONT BUILD-TO-ZONE	0' MIN., 10'MAX.	A
SIDE STREET BUILD-TO-ZONE	0' MIN., 10'MAX.	B
INTERIOR SIDE PROPERTY LINE SETBACK	0' MIN.	C
REAR SETBACK	5' MIN.	D
FRONTAGE BUILDOUT		
BUILDING FAÇADE WITHIN BUILD-TO-ZONE		
FRONT STREET FRONTAGE	70% MIN.	
SIDE STREET FRONTAGE	30% MIN.	
STREET FAÇADES MUST BE BUILT TO THE BTZ FOR THE FIRST 30' ON A CORNER. E		

B. LOT AND BLOCK STANDARDS

MAXIMUM BLOCK PERIMETER	2,000 LINEAR FEET MAX.
LOT WIDTH	24' MIN., 180' MAX.
LOT DEPTH	30' MIN., 180' MAX.
LOT COVERAGE	80% MAX.
ALLEYS ARE REQUIRED IN T5 ZONES.	

C. BUILDING FORM

HEIGHT		
BUILDING	4 STORIES MAX.	F
GROUND FLOOR ELEV. ABOVE SIDEWALK	COMM. 6" MAX., RES. 24" MIN.	G
GROUND FLOOR OFFICE / RETAIL CEILING	14' MIN. CLEAR	H
CEILING HEIGHT	9' MIN. CLEAR	I

FOOTPRINT

DEPTH, GROUND FLOOR COMMERCIAL SPACE:	30' MIN.	J
---------------------------------------	----------	----------

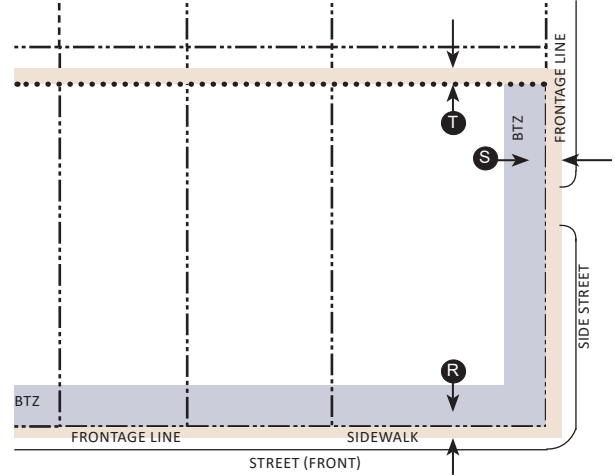
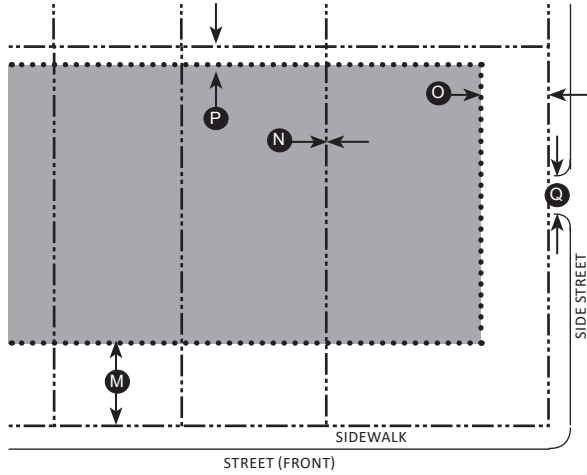
D. ALLOWED FRONTAGE TYPES

SHOPFRONT	GALLERY
FORECOURT	STOOP

*SEE GENERAL STANDARDS FOR FRONTAGE DETAILS.

T5

Sec. 2.4.C. Parking & Encroachments



KEY

- FRONTAGE/PROPERTY LINE
- SETBACK LINE
- █ PARKING AREA

KEY

- FRONTAGE/PROPERTY LINE
- SETBACK LINE
- █ BUILD-TO-ZONE (BTZ)
- █ ENCROACHMENT AREA

E. PARKING

PARKING LOCATION (DISTANCE FROM PROPERTY LINE)

FRONT SETBACK	30' MIN.	(M)
SIDE SETBACK (MID-BLOCK)	0' MIN.	(N)
SIDE SETBACK (CORNER)	20' MIN.	(O)
REAR SETBACK	5' MIN.	(P)

DISTRICT SPECIFIC PARKING REQUIREMENTS

PARKING SHALL BE PROVIDED AS ESTABLISHED IN SECTION 5.2

PARKING SHALL BE LOCATED BEHIND THE FRONT FAÇADE OF BUILDINGS AND ACCESSED FROM ALLEYS OR SIDE STREETS WHENEVER POSSIBLE.

STREETSCREENS, GARDEN WALLS, FENCES, OR HEDGES ARE REQUIRED ALONG ALL UN-BUILT STREET RIGHT-OF-WAYS TO SHIELD VIEWS TO PARKING.

STREETSCREENS, GARDEN WALLS, FENCES, OR HEDGES HAVE A MAXIMUM HEIGHT OF 4' ALONG THE ALL FRONTAGES.

PARKING CURB CUT WIDTH	26' MAX.	(Q)
------------------------	----------	-----

F. ALLOWED ENCROACHMENTS

BALCONIES, BAY WINDOWS, AWNINGS, GALLERIES, STOOPS, AND OTHER FRONTAGE ELEMENTS

FRONT	12' MAX.	(R)
SIDE STREET	8' MAX.	(S)
REAR	4' MAX.	(T)

NOTE: FRONTAGE ELEMENTS SHALL ENCROACH FORWARD OF THE BUILD-TO-ZONE AND/OR INTO THE RIGHT-OF-WAY, BARRING ANY ADDITIONAL RESTRICTIONS BY THE PUBLIC ENTITY THAT HAS CONTROL OVER THE PUBLIC RIGHT-OF-WAY. A 6 FOOT MINIMUM SIDEWALK CLEAR ZONE MUST BE MAINTAINED.

G. MISCELLANEOUS

ALL BUILDINGS MUST HAVE A PRINCIPAL ENTRANCE ALONG THE FRONT FAÇADE.

LOADING DOCKS, OVERHEAD DOORS, AND OTHER SERVICE ENTRIES SHALL NOT BE LOCATED ON FAÇADES FACING STREETS OR ACROSS FROM, OR ADJACENT TO, CIVIC BUILDING FRONTAGES OR CIVIC OPEN SPACES, AND SHOULD INSTEAD BE LOCATED IN REAR SERVICE AREAS.

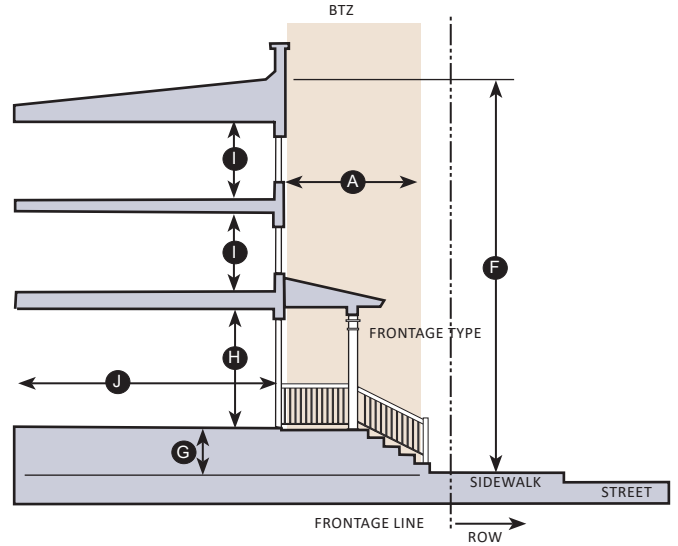
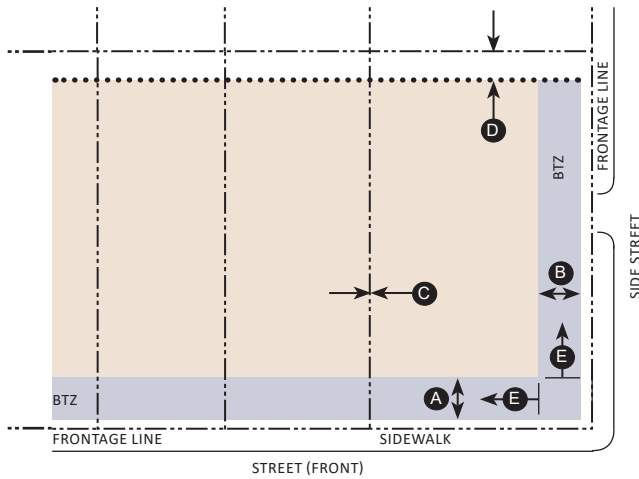
T4

Sec. 2.5 T4 Urban

Sec. 2.5.A. Overview

This Transect Zone provides a mix of uses and residential types in a pedestrian-oriented urban form. Buildings are typically attached with Front Façades located close to the sidewalk. This Transect Zone is appropriate at the center of Neighborhoods.

Sec. 2.5.B. Form



KEY

- FRONTAGE/PROPERTY LINE
- SETBACK LINE
- BUILD-TO-ZONE (BTZ)
- POTENTIAL BUILDING AREA (IN ADDITION TO BTZ)

KEY

- FRONTAGE LINE
- BUILDING
- BUILD-TO-ZONE (BTZ)

A. BUILDING PLACEMENT

SETBACKS

FRONT BUILD-TO-ZONE	6' MIN., 18'MAX.	A
SIDE STREET BUILD-TO-ZONE	6' MIN., 18'MAX.	B
INTERIOR SIDE PROPERTY LINE SETBACK	0' MIN.	C
REAR SETBACK	5' MIN.	D

FRONTAGE BUILDOUT

BUILDING FAÇADE WITHIN BUILD-TO-ZONE		
FRONT STREET FRONTAGE	60% MIN.	
SIDE STREET FRONTAGE	30% MIN.	
STREET FAÇADES MUST BE BUILT TO THE BTZ FOR THE FIRST 30' ON A CORNER.		

B. LOT AND BLOCK STANDARDS

MAXIMUM BLOCK PERIMETER	2,000 LINEAR FEET MAX.
LOT WIDTH	20' MIN., 200' MAX.
LOT DEPTH	80' MIN., 300' MAX.
LOT COVERAGE	70% MAX.

ALLEYS ARE REQUIRED AT THE REAR OF ALL T4 LOTS.

C. BUILDING FORM

HEIGHT

MAIN BUILDING	3 STORIES MAX.	F
GROUND FLOOR ELEV. ABOVE SIDEWALK	COMM. 6" MAX., RES. 24" MIN.	G
GROUND FLOOR OFFICE / RETAIL CEILING	12' MIN. CLEAR	H
CEILING HEIGHT	9' MIN. CLEAR	I

FOOTPRINT

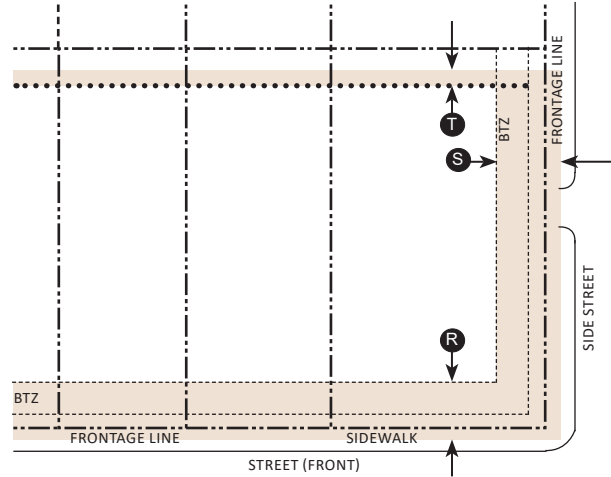
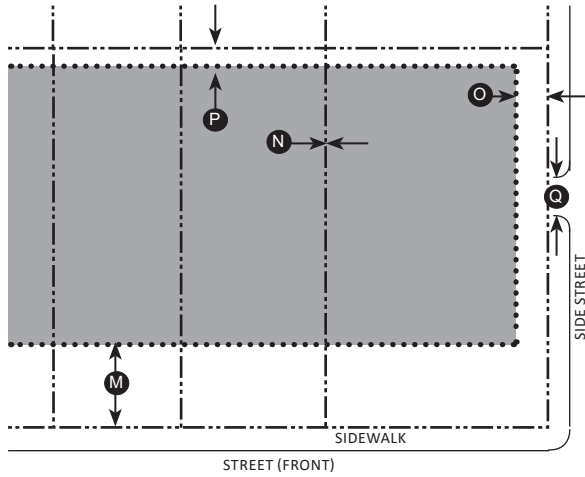
DEPTH, GROUND FLOOR COMMERCIAL SPACE:	30' MIN.	J
---------------------------------------	----------	---

D. ALLOWED FRONTAGE TYPES*

SHOPFRONT	GALLERY
FORECOURT	STOOP
PORCH	

T4

Sec. 2.5.C. Parking & Encroachments



KEY

- FRONTAGE/PROPERTY LINE
- SETBACK LINE
- █ PARKING AREA

KEY

- FRONTAGE/PROPERTY LINE
- SETBACK LINE
- █ BUILD-TO-ZONE (BTZ)
- █ ENCROACHMENT AREA

E. PARKING

PARKING LOCATION (DISTANCE FROM PROPERTY LINE)

FRONT SETBACK	30' MIN.	M
SIDE SETBACK (MID-BLOCK)	0' MIN.	N
SIDE SETBACK (CORNER)	20' MIN.	O
REAR SETBACK	5' MIN.	P

DISTRICT SPECIFIC PARKING REQUIREMENTS

PARKING SHALL BE PROVIDED AS ESTABLISHED IN SECTION 5.2

PARKING SHALL BE LOCATED BEHIND THE FRONT FAÇADE OF BUILDINGS AND ACCESSED FROM ALLEYS OR SIDE STREETS WHENEVER POSSIBLE.

STREETSCREENS, GARDEN WALLS, FENCES, OR HEDGES ARE REQUIRED ALONG ALL UN-BUILT STREET RIGHT-OF-WAYS TO SHIELD VIEWS TO PARKING.

STREETSCREENS, GARDEN WALLS, FENCES, OR HEDGES HAVE A MAXIMUM HEIGHT OF 4' ALONG THE PRIMARY FRONTAGE AND UP TO THE PRIMARY STRUCTURE. THEY SHALL BE UP TO 6' ALONG ALL OTHER FRONTAGES.

GARAGE DOORS VISIBLE FROM PUBLIC VIEW (INCLUDING STREETS AND CIVIC SPACES) SHALL BE SINGLE WIDTH ONLY AND BE NO WIDER THAN 12'.

PARKING CURB CUT WIDTH	20' MAX.	Q
------------------------	----------	---

F. ALLOWED ENCROACHMENTS

BALCONIES, BAY WINDOWS, AWNINGS, GALLERIES, PORCHES, STOOPS, AND OTHER FRONTAGE ELEMENTS

FRONT	12' MAX.	R
SIDE STREET	8' MAX.	S
REAR	4' MAX.	T

NOTE: FRONTAGE ELEMENTS SHALL ENCROACH FORWARD OF THE BUILD-TO-ZONE AND/OR INTO THE RIGHT-OF-WAY, BARRING ANY ADDITIONAL RESTRICTIONS BY THE PUBLIC ENTITY THAT HAS CONTROL OVER THE PUBLIC RIGHT-OF-WAY. A 6 FOOT MINIMUM SIDEWALK CLEAR ZONE MUST BE MAINTAINED.

G. MISCELLANEOUS

ALL BUILDINGS MUST HAVE A PRINCIPAL ENTRANCE ALONG THE FRONT FAÇADE.

LOADING DOCKS, OVERHEAD DOORS, AND OTHER SERVICE ENTRIES SHALL NOT BE LOCATED ON FAÇADES FACING STREETS OR ACROSS FROM, OR ADJACENT TO, CIVIC BUILDING FRONTAGES OR CIVIC OPEN SPACES, AND SHOULD INSTEAD BE LOCATED IN REAR SERVICE AREAS.

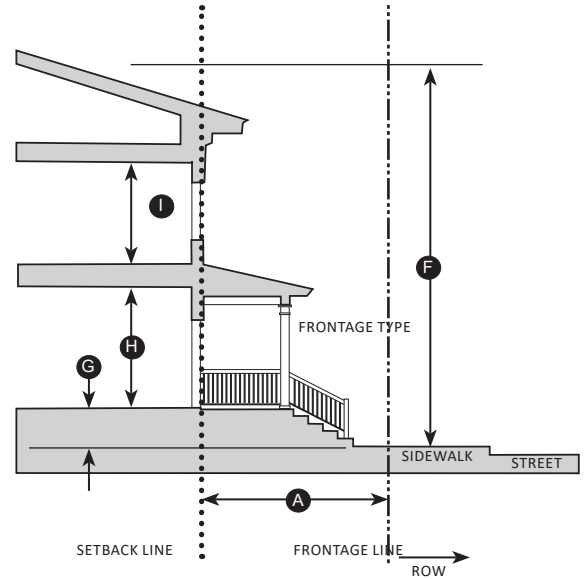
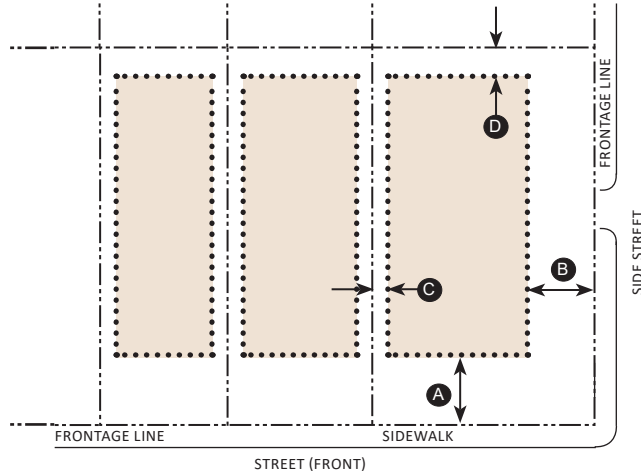
T3

Sec. 2.6 T3 Sub-Urban

Sec. 2.6.A. Overview

This Transect Zone is predominately residential. Buildings are primarily detached with a few attached building types in this zone. The built environment in this area is intended to retain key features of walkability with front porches within conversation distance of the sidewalk.

Sec. 2.6.B. Form



KEY

--- FRONTAGE/PROPERTY LINE SETBACK LINE
■ POTENTIAL BUILDING AREA	

KEY

--- FRONTAGE LINE SETBACK LINE
■ BUILDING	

A. BUILDING PLACEMENT

SETBACKS

FRONT BUILD-TO-ZONE	12' MIN.	A
SIDE BUILD-TO-ZONE (CORNER)	12' MIN.	B
SIDE SETBACK (MID-BLOCK)	5' MIN.	C
REAR SETBACK	10' MIN. / 7' MIN. AT ALLEY	D

FRONTAGE BUILDOUT

BUILDING FAÇADE ALONG:	
FRONT STREET FRONTAGE	40% MIN.
SIDE STREET FRONTAGE	30% MIN.

B. LOT AND BLOCK STANDARDS

MAXIMUM BLOCK PERIMETER	2,400 LINEAR FEET MAX.
MINIMUM LOT WIDTH WITH ALLEY	40' MIN.
MINIMUM LOT WIDTH WITH NO ALLEY	50' MIN.
LOT DEPTH	80' MIN.
LOT COVERAGE	60% MAX.

C. BUILDING FORM

HEIGHT

MAIN BUILDING	2.5 STORIES MAX.	F
GROUND FLOOR ELEV. ABOVE SIDEWALK	RES. 24" MIN.	G
GROUND FLOOR CEILING HEIGHT	9' MIN. CLEAR	H
CEILING HEIGHT	9' MIN. CLEAR	I

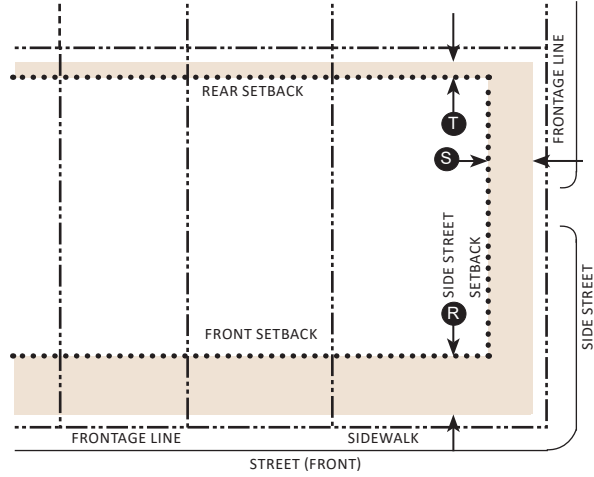
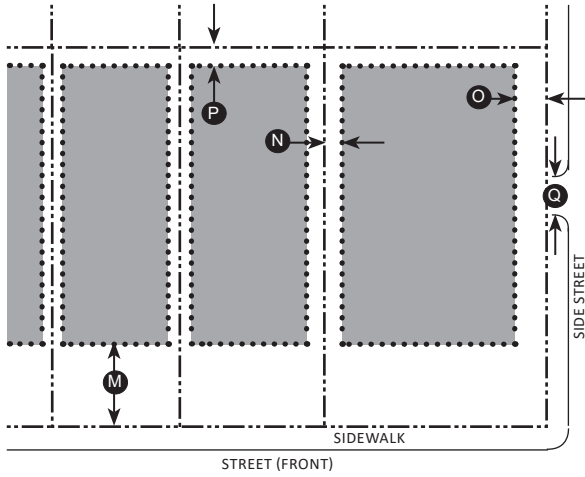
D. ALLOWED FRONTAGE TYPES

COMMON YARD	PORCH
STOOP	

*SEE GENERAL STANDARDS FOR FRONTAGE DETAILS.

T3

Sec. 2.6.C. Parking & Encroachments



KEY

- FRONTAGE/PROPERTY LINE
- SETBACK LINE
- PARKING AREA

E. PARKING

PARKING LOCATION (DISTANCE FROM PROPERTY LINE)

FRONT SETBACK	30' MIN.	(M)
SIDE SETBACK (MID-BLOCK)	8' MIN.	(N)
SIDE SETBACK (CORNER)	20' MIN.	(O)
REAR SETBACK	5' MIN.	(P)

DISTRICT SPECIFIC PARKING REQUIREMENTS

PARKING SHALL BE PROVIDED AS ESTABLISHED IN SECTION 5.2

PARKING SHALL BE LOCATED BEHIND THE FRONT FAÇADE OF BUILDINGS AND ACCESSED FROM ALLEYS OR SIDE STREETS WHENEVER POSSIBLE.

STREETSCREENS, GARDEN WALLS, FENCES, OR HEDGES ARE REQUIRED ALONG ALL UN-BUILT STREET RIGHT-OF-WAYS TO SHIELD VIEWS TO PARKING.

STREETSCREENS, GARDEN WALLS, FENCES, OR HEDGES HAVE A MAXIMUM HEIGHT OF 4' ALONG THE PRIMARY FRONTAGE AND UP TO THE PRIMARY STRUCTURE. THEY SHALL BE UP TO 6' ALONG ALL OTHER FRONTAGES.

GARAGE DOORS VISIBLE FROM PUBLIC VIEW (INCLUDING STREETS AND CIVIC SPACES) SHALL BE SINGLE WIDTH ONLY AND BE NO WIDER THAN 12'.

SHARED DRIVEWAYS BETWEEN ADJACENT LOTS IS ENCOURAGED TO REDUCE CURB CUTS.

CURB CUTS ON FRONT LOT LINE ARE NOT PERMITTED IF AN ALLEY IS PRESENT.

PARKING CURB CUT WIDTH (ONLY WHEN NO ALLEY IS PRESENT) 24' MAX. (12' MAX. FOR SINGLE-FAMILY) (Q)

KEY

- FRONTAGE/PROPERTY LINE
- SETBACK LINE
- ENCROACHMENT AREA

F. ALLOWED ENCROACHMENTS

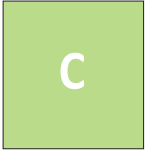
BALCONIES, BAY WINDOWS, AWNINGS, PORCHES, STOOPS, AND OTHER FRONTAGE ELEMENTS

FRONT	12' MAX.	(R)
SIDE STREET	8' MAX.	(S)
REAR	4' MAX.	(T)

NOTE: FRONTAGE ELEMENTS SHALL ENCROACH FORWARD OF THE SETBACK LINE, BUT SHALL NOT ENCROACH INTO THE RIGHT-OF-WAY.

G. MISCELLANEOUS

ALL BUILDINGS MUST HAVE A PRINCIPAL ENTRANCE ALONG THE FRONT FAÇADE.



Sec. 2.7 C Civic

Sec. 2.7.A. Overview

Civic spaces are those areas that serve a public function or are dedicated to preserving and enhancing the public well-being. These areas shall contain passive or active civic uses dedicated to arts, culture, recreation, government, and transit. Reflecting the diverse nature of this Transect Zone, it is divided into two categories: Civic Open Spaces and Civic Buildings. It is difficult to determine beforehand the multiplicity of potential uses that may occupy these Civic spaces over time. Therefore, greater design flexibility shall be given to these sites with key development standards and guidelines, and buildings are to be subject to a greater degree of design review on a case-by-case basis.

Sec. 2.7.B. Civic Open Spaces

(a) General

Civic Open Space in the form of parks, greens, squares, plazas, playgrounds, pavilions, or recreational fields shall be located in each neighborhood at a minimum area greater than or equal to 5 percent of all land assigned a Transect Zone within the neighborhood.

(b) Guidelines

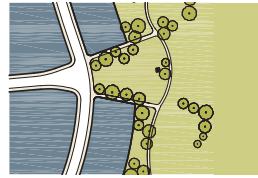
Heightened attention shall be paid to the quality of landscape design and function according to the following principles:

1. All designated Civic Open Spaces shall be accessible to the public.
2. The landscape design shall support and express environmental, cultural, and historical attributes.
3. The landscape design shall promote connection with nature, social interaction and mental restoration.
4. Views of natural features shall be preserved or maximized.
5. The landscape design shall promote connection to surrounding neighborhood resources, amenities and services, and provide for optimum accessibility, safety and way-finding.
6. Stormwater management improvements shall be integrated with the final landscape design as aesthetically and visually pleasing design elements.
7. Whenever appropriate, landscape design shall promote sustainability awareness and education through interpretive signs, demonstrations and other forms of interpretation.

The appropriate arrangements for Civic Open Spaces are described to the right and are permissible within proximity of the Transect Zones indicated in Table 3-3.

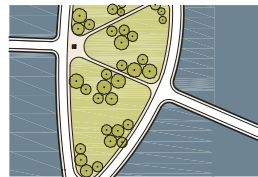
(c) Civic Open Space Types

Park



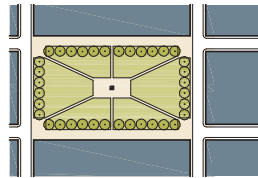
A NATURAL PRESERVE AVAILABLE FOR UNSTRUCTURED RECREATION. A PARK DOES NOT NEED TO BE FRONTED BY BUILDINGS. ITS LANDSCAPE SHALL CONSIST OF PATHS AND TRAILS, MEADOWS, WATERBODIES, WOODLAND, RECREATIONAL FIELDS, AND OPEN SHELTERS, ALL NATURALISTICALLY DISPOSED. PARKS SHALL BE LINEAL, FOLLOWING THE TRAJECTORIES OF NATURAL CORRIDORS.

Green



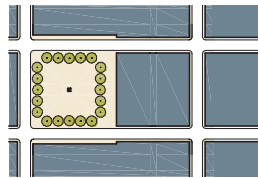
AVAILABLE FOR UNSTRUCTURED RECREATION. A GREEN SHALL BE SPATIALLY DEFINED BY LANDSCAPING RATHER THAN BUILDINGS FRONTING IT ALONG THE EDGES. ITS LANDSCAPE SHALL CONSIST OF LAWN AND TREES, NATURALISTICALLY DISPOSED.

Square



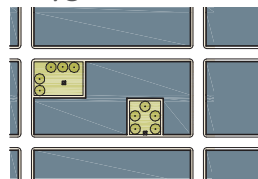
AVAILABLE FOR UNSTRUCTURED RECREATION AND PUBLIC GATHERINGS. A SQUARE IS SPATIALLY DEFINED BY BUILDING FRONTAGES. ITS LANDSCAPE SHALL CONSIST OF PATHS, LAWNS AND TREES, FORMALLY DISPOSED. SQUARES SHALL BE DENSELY SHADED AND PROVIDE SEATING. TREES AND SHRUBS SHALL BE OF SUFFICIENT QUANTITY AND LOCATED AS TO DEFINE A SPECIFIC GEOMETRY OF OPEN SPACE AND SHALL PROMOTE SECURITY BY ALLOWING VISIBILITY THROUGH ALL AREAS.

Plaza



AVAILABLE FOR PUBLIC GATHERINGS AND OUTDOOR MARKETS. A PLAZA SHALL BE SPATIALLY DEFINED BY BUILDING FRONTAGES. ITS LANDSCAPE SHALL CONSIST PRIMARILY OF PAVEMENT. PLAZAS SHOULD USE PERVIOUS PAVERS, WHERE FEASIBLE. TREES ARE OPTIONAL.

Playground



DESIGNED AND EQUIPPED FOR THE RECREATION OF CHILDREN. A PLAYGROUND SHOULD BE FENCED AND MAY INCLUDE AN OPEN SHELTER. PLAYGROUNDS SHALL BE INTERSPERSED WITHIN RESIDENTIAL AREAS AND MAY BE PLACED WITHIN A BLOCK. PLAYGROUNDS SHALL BE INCLUDED WITHIN PARKS, GREENS, AND SQUARES.

TABLE 2-3: APPROPRIATE ARRANGEMENTS FOR CIVIC OPEN SPACES				
CIVIC OPEN SPACE TYPE	TYPICAL SIZE	TRANSECT ZONE		
		T3	T4 T5	C
PARK	MIN. 2 ACRES	X		X
GREEN	0.25 TO 2 ACRES	X	X	X
SQUARE	1,000 SF TO 2 ACRES		X	X
PLAZA	1,000 SF TO 2 ACRES			X
PLAYGROUND	1,000 SF TO 1 ACRE	X	X	X

Sec. 2.7.C. Civic Building Standards

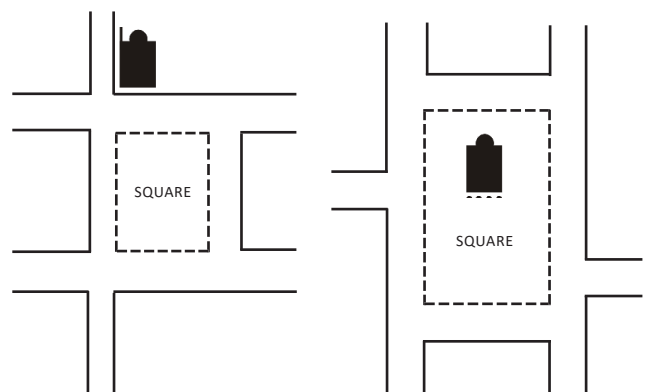
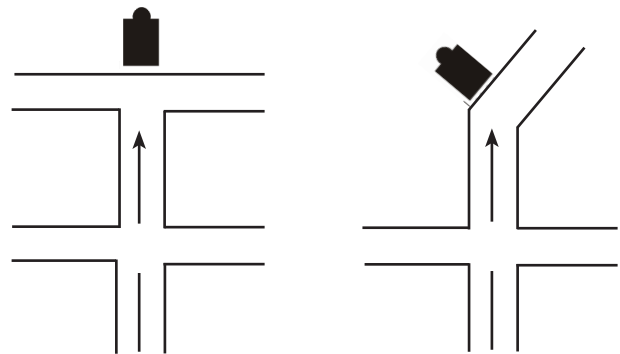
(a) General

1. Civic Buildings shall include, but are not limited to, municipal buildings, religious facilities, libraries, schools, daycare centers, recreation facilities, and places of assembly.
2. The design and construction of Civic Buildings shall reflect the importance of these buildings within the community and with their function as landmarks in mind.

(b) Building Placement

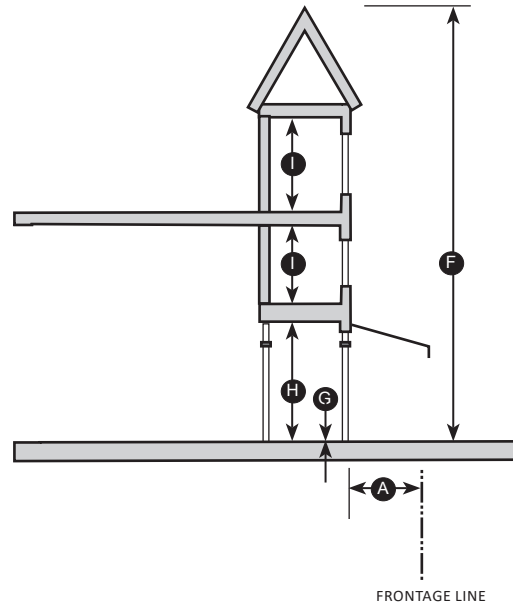
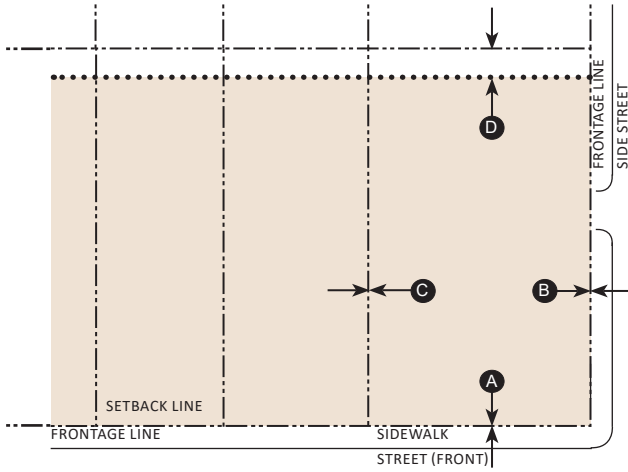
Civic Buildings shall be sited in locations of particular geometric importance, such as anchoring a major Civic Open Space or terminating a street vista. Flexibility in building placement allows Civic Buildings to be distinguished from surrounding residential and commercial buildings and to be a prominent landmark in the community.

3. The scale of Civic Buildings should typically be larger than surrounding buildings in order to be more prominent and visible across greater distances.
4. Floor-to-floor heights and architectural details should be proportionately larger than those of private buildings that exist or are anticipated within adjacent blocks.
5. Prominent roof forms and additive elements such as cupolas can visually extend the height of the building. See Sec. 4.5. General Building Standards for more information.



C

Sec. 2.7.D. Form



KEY

- FRONTAGE/PROPERTY LINE
- SETBACK LINE
- POTENTIAL BUILDING AREA

KEY

- FRONTAGE LINE
- BUILDING
- BUILD-TO-ZONE (BTZ)

A. BUILDING PLACEMENT

SETBACKS

FRONT SETBACK	0' MIN.	A
SIDE STREET SETBACK	0' MIN.	B
INTERIOR SIDE PROPERTY LINE SETBACK	0' MIN.	C
REAR SETBACK	5' MIN.	D

FRONTAGE BUILDOUT

BUILDING FAÇADE ALONG:

FRONT STREET FRONTAGE	40% MIN.
SIDE STREET FRONTAGE	30% MIN.

B. LOT AND BLOCK STANDARDS

MAXIMUM BLOCK PERIMETER	N/A
LOT WIDTH	N/A
LOT DEPTH	N/A
LOT COVERAGE	100% MAX.

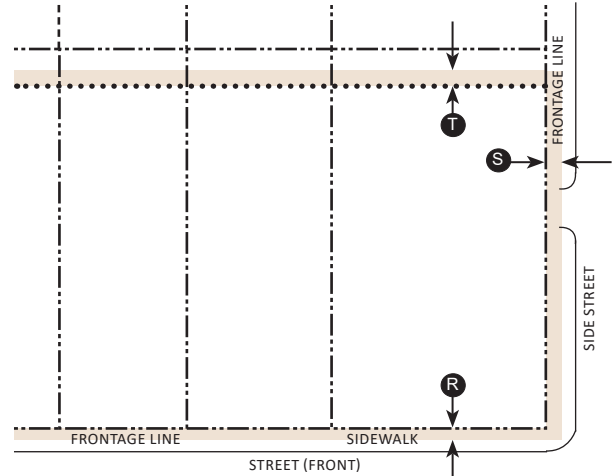
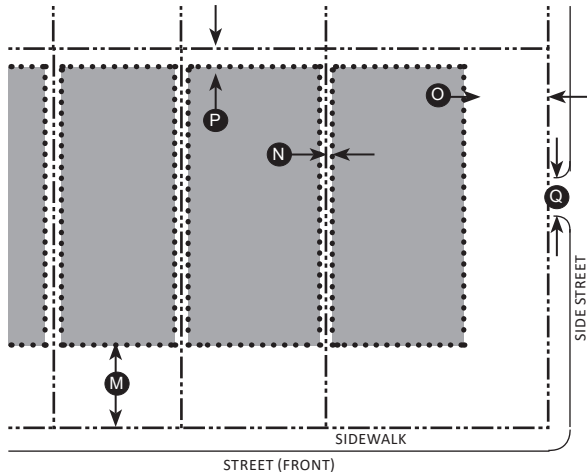
C. BUILDING FORM

HEIGHT

MAIN BUILDING	3 STORIES MAX.	F
GROUND FLOOR ELEV. ABOVE SIDEWALK	N/A	G
GROUND FLOOR CEILING HEIGHT	12' MIN. CLEAR	H
CEILING HEIGHT	9' MIN. CLEAR	I

C

Sec. 2.7.E. Parking & Encroachments



KEY

--- FRONTAGE/PROPERTY LINE SETBACK LINE
█ PARKING AREA	

KEY

--- FRONTAGE/PROPERTY LINE SETBACK LINE
█ ENCROACHMENT AREA	

D. PARKING		
PARKING LOCATION (DISTANCE FROM PROPERTY LINE)		
FRONT SETBACK	30' MIN.	(M)
SIDE SETBACK (MID-BLOCK)	5' MIN.	(N)
SIDE SETBACK (CORNER)	30' MIN.	(O)
REAR SETBACK	5' MIN.	(P)
DISTRICT SPECIFIC PARKING REQUIREMENTS		
PARKING SHALL BE PROVIDED AS ESTABLISHED IN SECTION 5.2		
PARKING SHALL BE LOCATED BEHIND THE FRONT FAÇADE OF BUILDINGS AND ACCESSED FROM ALLEYS OR SIDE STREETS WHENEVER POSSIBLE.		
STREETSCREENS, GARDEN WALLS, FENCES, OR HEDGES ARE REQUIRED ALONG ALL UN-BUILT STREET RIGHT-OF-WAYS TO SHIELD VIEWS TO PARKING.		
WHEN A CIVIC BUILDING IS LOCATED WITHIN A CIVIC SPACE COMPLETELY SURROUNDED BY STREETS, THEN PARKING SHALL BE ACCOMMODATED ON-STREET OR WITHIN MID-BLOCK LOCATIONS WITHIN 1/4 MILE OF THE CIVIC BUILDING'S FRONT DOOR.		
PARKING CURB CUT WIDTH	20' MAX.	(Q)

E. ALLOWED ENCROACHMENTS		
BALCONIES, BAY WINDOWS, AWNINGS, AND OTHER FRONTAGE ELEMENTS		
FRONT	12' MAX.	(R)
SIDE STREET	8' MAX.	(S)
REAR	4' MAX.	(T)
NOTE: FRONTAGE ELEMENTS SHALL ENCROACH FORWARD OF THE BUILD-TO-ZONE AND/OR INTO THE RIGHT-OF-WAY, BARRING ANY ADDITIONAL RESTRICTIONS BY THE PUBLIC ENTITY THAT HAS CONTROL OVER THE PUBLIC RIGHT-OF-WAY. A 6 FOOT MINIMUM SIDEWALK CLEAR ZONE MUST BE MAINTAINED.		

F. MISCELLANEOUS	
ALL BUILDINGS MUST HAVE A PRINCIPAL ENTRANCE ALONG THE FRONT FAÇADE.	

DIVISION 3: STANDARDS FOR LOTS & BUILDINGS

Sec. 3.1 Purpose

Sec. 3.1.A. This Division establishes standards for lots and individual buildings within the Horizon City TOD. Topics including Accessory Units, Building Standards, Façades, Frontage Types, and Site Standards.

Sec. 3.2 Lot Standards

Sec. 3.2.A. *Front and Backs*

Buildings and lots have fronts, sides, and backs and how these relate to one another forms neighborhood character.

1. Front Façades, the main presentation faces of buildings or Lots containing the Principal Entrance, should face the Public Realm.
2. The backs of buildings and lots, which are the private or service side, should face mid-block areas and be screened from view. Backs of buildings or Lots shall not abut the Frontage Line.
3. Sides of buildings and Lots shall face either the Frontage Line or be concealed mid-block.
4. Thoroughfares, with the exception of Alleys, should be faced with the fronts or sides of buildings and lots.
5. Alleys and mid-block parking areas should be faced with the backs or sides of buildings and Lots.
6. The backs of buildings and Lots shall not be across from, or adjacent to, a Civic Open Space.
7. The backs of buildings and Lots shall not face Civic Building Frontages.

Sec. 3.2.B. The table below outlines the range of relationships between the fronts, sides, and backs of buildings and Lots.

Sec. 3.3 Accessory Dwelling Units

Sec. 3.3.A. One Principal Building and one Accessory Dwelling Unit may be built by right on each single-family Lot as permitted by Table 2-2.

FRONTS FACING FRONTS	IDEAL
FRONTS FACING SIDES	ACCEPTABLE
FRONTS FACING BACKS	PROHIBITED
SIDES FACING BACKS	ACCEPTABLE
BACKS FACING BACKS	IDEAL
SIDES FACING SIDES	IDEAL

TABLE 3-1: FACING SIDES

8. Accessory Dwelling Units shall not exceed 900 square feet in Habitable Space, excluding parking.
9. Each single-family Lot may accommodate one Accessory Dwelling Unit in the T3, T4, and T5 Transect Zones.
10. Accessory Dwelling Units shall be limited to 2 Stories, including ground floor parking.
11. Accessory Dwelling Units are not computed towards overall density or unit calculations.

Sec. 3.4 General Building Standards

Buildings shall comply with the following:

Sec. 3.4.A. *Heights*

General building height information is provided below. Refer to the Transect Standards for setback and height information specific to each Transect Zone.

1. A Story is that part of a building contained between any finished floor and the floor or roof next above. Habitable attics (space within the roof structure) are permitted and are not considered Stories for the purpose of determining Building Height.
2. Stories shall not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor commercial or industrial function, which shall be a minimum of 12 feet and shall be a maximum of 25 feet. A single floor level exceeding 14 feet, or 25 feet for ground floor commercial or industrial, shall be counted as two (2) Stories. Mezzanines extending beyond 33% of the floor area shall be counted as an additional Story.
3. A story is measured as a half story if:
 - a. For sloped roofs having a pitch between 4:12 and 12:12, if dormers are present on no more than 50% of the building length along each building elevation. Where dormers exceed 50% of any building length, it is considered a full story, or; For flat roofs having a pitch less than 2:12, the total finished area of the half story is no more than 50% of the total finished floor area of the story immediately below and the half story is setback a minimum of 5' from the building edge on edges that face a street lot line or a common lot line abutting a protected district.
4. Building Height shall be measured as the vertical distance between (1) the lowest permissible elevation above the existing grade which complies with finished floor elevation requirements as established by flood maps, the Health Department, or building code, along the front of a building and

PRELIMINARY DRAFT FOR REVIEW

(2) either the highest point of the coping of a flat roof, the deck line of a mansard roof, or the mean

on Places of Worship, are designed to extend above the roofline, and are generally intended to be visual

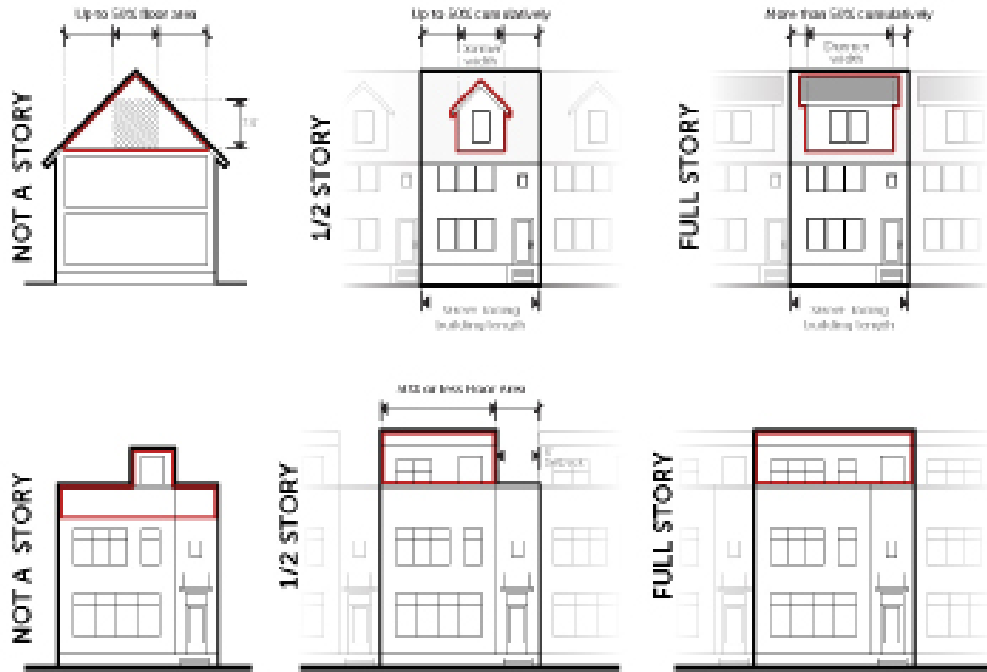


FIGURE 3-1: HALF STORY

height level between eaves and ridge for gable, or hip roofs.

5. Roof structures including chimneys, parapet walls not over four feet high, tanks and supports, elevator machinery or shafts, penthouses used solely to enclose stairways and air conditioning equipment, provided that such structures do not exceed 10% of the roof structure measured on a horizontal plane, are not used for human occupancy, and provided that the use of such structure does not exceed the district height requirements by more than 8 feet.

Sec. 3.4.B. Small Footprint Towers / Cupolas

These features, as well as steeple, spires and belfries

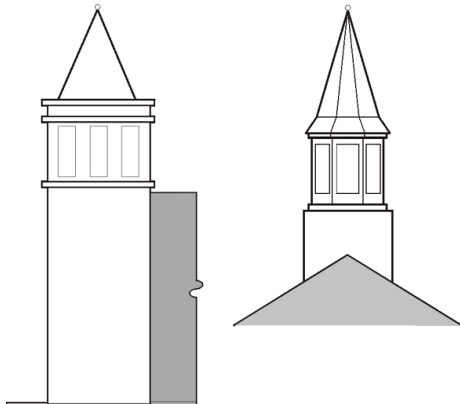


FIGURE 3-2: SMALL FOOTPRINT TOWER AND CUPOLA

landmarks. They are commonly placed to terminate vistas.

1. Small Footprint Towers/Cupolas with a footprint smaller than 30 feet by 30 feet may extend above the established Transect Zone Building Height.

Sec. 3.4.C. Principal Entrances

The Principal Entrance of every Principal Building must be located along the Primary Façade and directly face a Street or Civic Open Space. Additional building entrances are permitted.

Sec. 3.4.D. Entry / Exit Doors

Public entry and exit doors which swing outward shall be recessed into the façade a minimum of three feet where the sidewalk abuts the building.

Sec. 3.5 Façades

Sec. 3.5.A. Wide Façades

Building façades longer than 50 feet shall be varied with at least one change of architectural expression. These changes in expression may be a vertical element running from the ground plane to the roof, a change in fenestration, color, or texture, or a break in building façade plane or roof line. These changes may be subtle or significant, but should soften the visual effect of very wide buildings, especially those directly across the street

from narrower buildings. Strive for an appearance of authenticity when subdividing a large façade into multiple smaller façades resembling distinct buildings.

Sec. 3.5.B. Façade Transparency

All building Façades which face onto a Street or Civic Open Space shall meet the minimum transparency requirements outlined herein. The percentage of transparency per Story shall be calculated within the area between finished floor and finished ceiling and shall be a total percentage of doors and windows along that portion of the façade.

1. Buildings with Shopfront
 - (a) Minimum building façade transparency for ground Story: 70 percent and should allow a view of at least five 5 feet of interior space.
 - (b) Minimum building façade transparency for upper Stories: 30 percent.
2. Buildings without a Shopfront
 - (a) Minimum building façade transparency for ground Story: 30 percent.
 - (b) Minimum building façade transparency for upper Stories: 20 percent.

Sec. 3.5.C. Shopfronts

1. The top of all shopfront window sills shall be between 1 and 3 feet above the adjacent sidewalk.
2. Shopfront windows shall extend up from the sill at least 8 feet above the adjacent sidewalk.
3. Shopfronts shall have a Cornice or Expression Line



FIGURE 3-3 FAÇADE TRANSPARENCY REQUIREMENTS FOR BUILDINGS WITH SHOPFRONT.

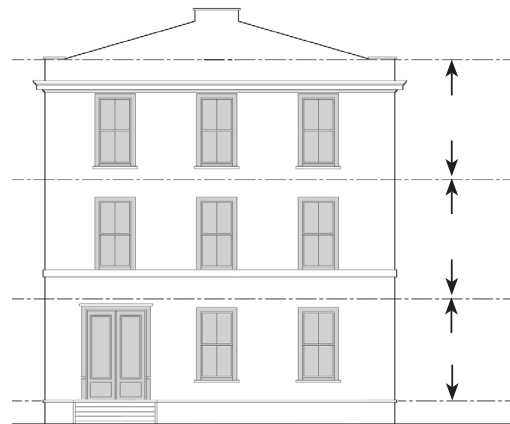


FIGURE 3-4: FAÇADE TRANSPARENCY REQUIREMENTS FOR BUILDINGS WITHOUT SHOPFRONT.

4. Shopfront windows shall not be made opaque by window treatments.
5. Shopfront windows shall use only ultra-clear high performance glass. Reflective, frosted, tinted, or textured glass is prohibited on shopfronts.
6. Doors or entrances for public access shall be provided at intervals no greater than 50 feet, unless otherwise approved. The intent is to maximize street activity, to provide pedestrians with frequent opportunities to enter buildings, and to minimize any expanses of inactive wall space.
7. Shopfront doors shall contain at least 60 percent transparent glass. Solid doors are prohibited.
8. The minimum depth of Habitable Space required behind each shopfront on the Primary Façade is provided in the Transect Zone Standards for each Transect Zone. This ensures that the area behind shopfronts is sufficient enough to be an actively used retail space.

Sec. 3.5.D. Encroachments

When structural or architectural elements, such as Balconies, Bay Windows, Awnings, etc., or Frontage Elements are to extend over or into public sidewalks or Right-of-Way, the property owner shall be required to enter into a right-of-way agreement establishing the property owner’s responsibility for repairing any damage that may result from public maintenance or improvements. Requirements and standards for Encroachments are provided in the Transect Zone Standards for each Transect Zone.

Sec. 3.6 Frontage Types

Sec. 3.6.A. Building frontages shall conform with the basic Frontage Types described in this section.

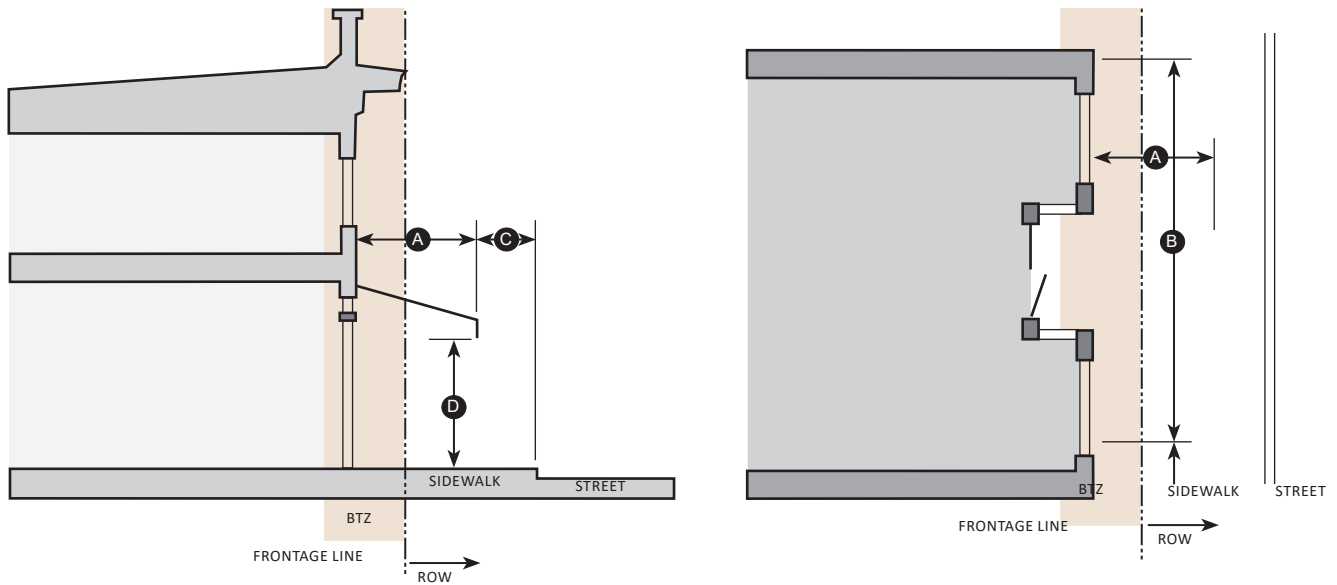
1. The illustrations and photographs provided are for illustrative purposes.



FIGURE 3-5: ANATOMY OF A SHOPFRONT.

PRELIMINARY DRAFT FOR REVIEW

1. Awning or Canopy



KEY

- FRONTAGE/PROPERTY LINE
- BTZ BUILD-TO-ZONE (BTZ)

A. DESCRIPTION

WHEN A BUILDING HAS A SHOPFRONT AND THE FRONT FAÇADE OF THE BUILDING IS AT OR NEAR THE FRONTAGE LINE IT SHALL INCLUDE A CANOPY OR AWNING ELEMENT THAT OVERLAPS THE SIDEWALK ALONG THE MAJORITY OF THE FRONTAGE. THE CANOPY IS A STRUCTURAL CANTILEVERED SHED ROOF AND THE AWNING IS CANVAS OR SIMILAR MATERIAL AND IS OFTEN RETRACTABLE.

B. SIZE

DEPTH	4' MIN.	(A)
WIDTH, CUMULATIVE	70% OF FAÇADE WIDTH MIN.	(B)
SETBACK FROM CURB	2' MIN.	(C)
HEIGHT, CLEAR	8' MIN.	(D)

C. MISCELLANEOUS

DOORS SHALL BE RECESSED AS LONG AS FRONT FAÇADE IS AT BTZ.

OPEN ENDED AWNINGS ARE ENCOURAGED.

ROUNDED AND HOOPED AWNINGS ARE DISCOURAGED.

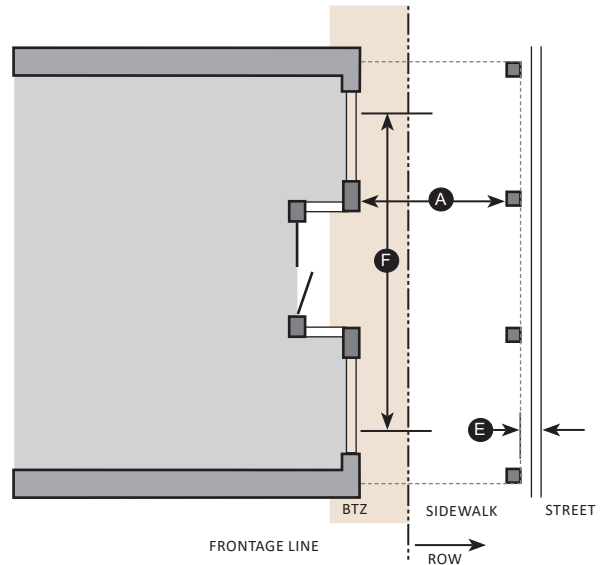
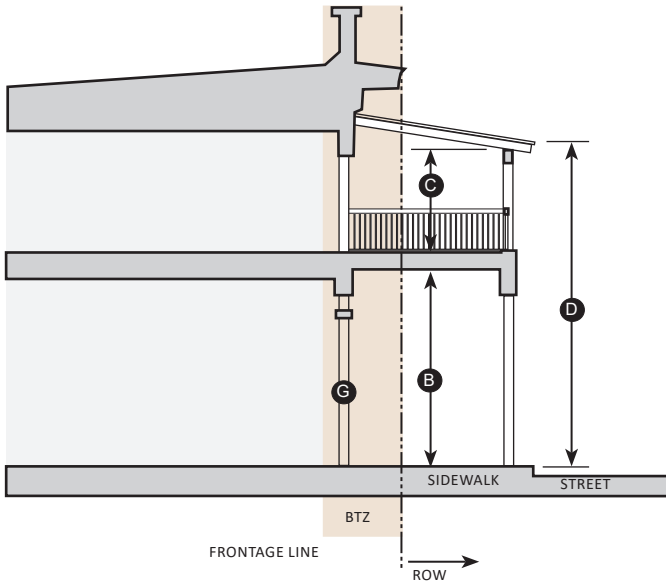


A SHOPFRONT WITH A RECESSED DOORWAY.



A SHOPFRONT WITH A CHAMFERED CORNER ENTRY.

1. Gallery



KEY

- -- FRONTAGE/PROPERTY LINE
- BUILD-TO-ZONE (BTZ)

A. DESCRIPTION

THE FRONT FAÇADE OF THE BUILDING IS AT THE BUILD-TO-ZONE AND THE GALLERY ELEMENT OVERLAPS THE SIDEWALK, ELIMINATING THE NEED FOR AN AWNING OR CANOPY. THIS FRONTAGE TYPE IS INTENDED FOR BUILDINGS WITH GROUND-FLOOR COMMERCIAL OR RETAIL USES AND SHALL BE ONE OR TWO STORIES IN HEIGHT.

B. SIZE

DEPTH, CLEAR	8' MIN.	A
GROUND FLOOR HEIGHT, CLEAR	11' MIN.	B
UPPER FLOOR HEIGHT, CLEAR	9' MIN.	C
HEIGHT	2 STORIES MAX.	D
SETBACK FROM CURB	2' MIN.	E
WIDTH	75% OF FAÇADE WIDTH MIN.	F

C. MISCELLANEOUS

GALLERIES MUST ALSO FOLLOW ALL THE RULES OF THE SHOPFRONT FRONTAGE TYPE. **G**



A GALLERY WITH SLENDER METAL COLUMNS.

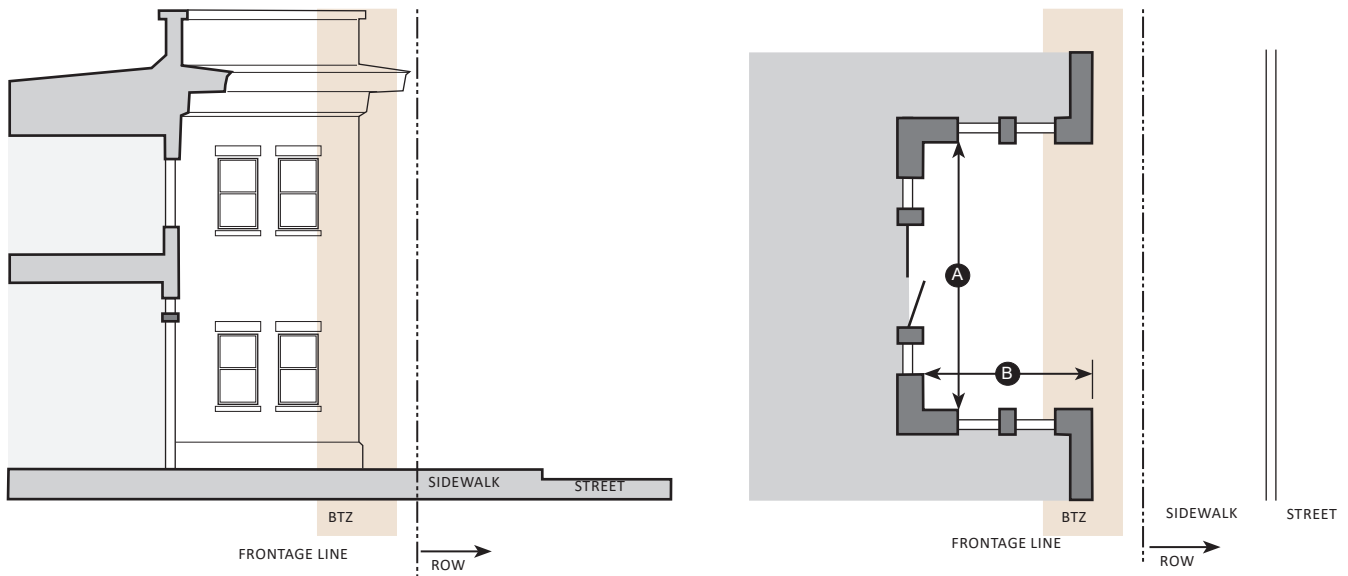


A WOOD FRAMED GALLERY.



A MASONRY GALLERY WITH HABITABLE SPACE ON THE SECOND FLOOR.

1. Forecourt



- KEY
- FRONTAGE/PROPERTY LINE
 - BTZ BUILD-TO-ZONE (BTZ)

A. DESCRIPTION

THE PRIMARY PORTION OF THE BUILDING'S FRONT FAÇADE IS AT THE BUILD-TO-ZONE WHILE A SMALL PERCENTAGE IS SET BACK, CREATING A COURTYARD SPACE. THIS SPACE CAN BE USED AS AN APARTMENT OR OFFICE ENTRY COURT, GARDEN SPACE, OR FOR OUTDOOR SEATING OR DINING.

B. SIZE

WIDTH, CLEAR	12' MIN.	A
DEPTH, CLEAR	12' MIN.	B

C. MISCELLANEOUS

FORECOURTS ARE ESPECIALLY USEFUL ALONG LARGER, MORE AUTO-DOMINANT THOROUGHFARES IN ORDER TO PROVIDE WELL-SHAPED, INTIMATELY SIZED PUBLIC OUTDOOR SPACES.

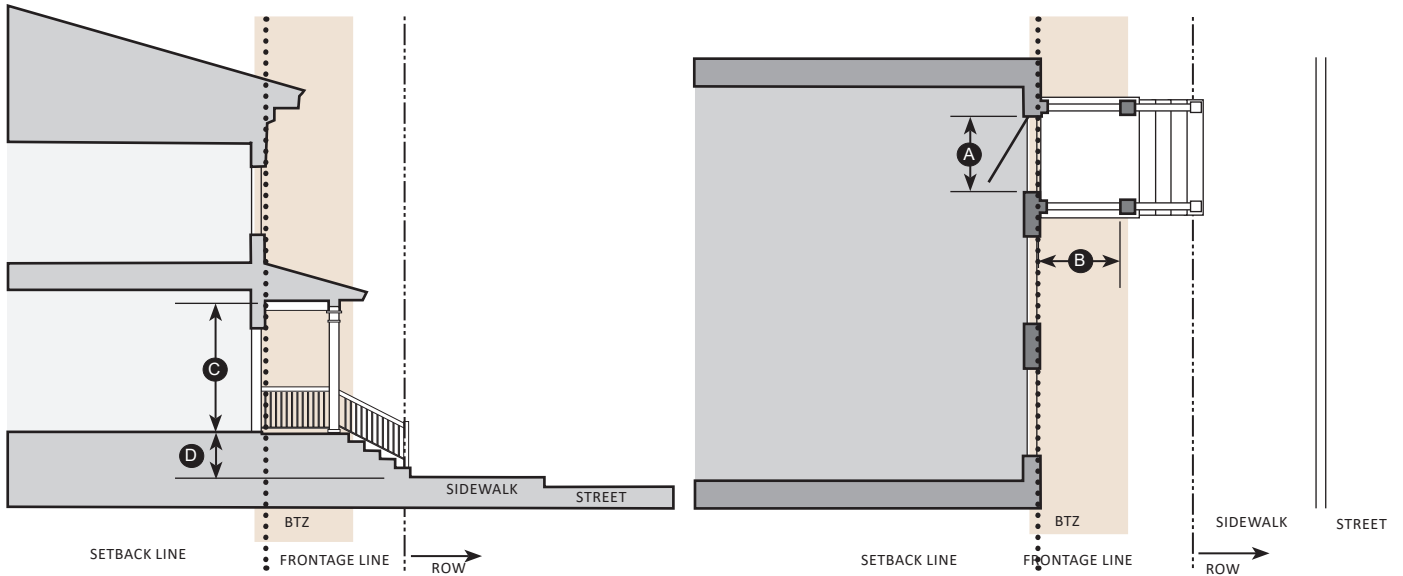


AN ELEVATED FORECOURT.



AN ELEVATED FORECOURT FORMING A DINING TERRACE.

1. Stoop



KEY
 --- FRONTAGE/PROPERTY LINE SETBACK LINE
 BUILD-TO-ZONE (BTZ)

A. DESCRIPTION

THE FRONT FAÇADE OF THE BUILDING IS AT THE BUILD-TO-ZONE OR SETBACK LINE AND THE ELEVATED STOOP PROJECTS FORWARD. THE STOOP IS USED TO ACCESS A FIRST FLOOR THAT IS ELEVATED ABOVE THE SIDEWALK TO ENSURE PRIVACY WITHIN THE BUILDING. STAIRS FROM THE STOOP SHALL DESCEND FORWARD OR TO THE SIDE. STOOPS SHALL EXTEND FORWARD OF THE BUILD-TO-ZONE OR SETBACK LINE AND, IF PERMITTED BY THE TRANSECT ZONE STANDARDS, INTO THE RIGHT-OF-WAY; A 6' MINIMUM CLEAR ZONE FOR PEDESTRIANS SHALL BE MAINTAINED ON THE SIDEWALK.

B. SIZE

WIDTH, CLEAR	5' MIN., 8' MAX.	A
DEPTH, CLEAR	5' MIN., 8' MAX.	B
HEIGHT, CLEAR	8' MIN.	C
HEIGHT	1 STORY MAX.	
FINISH LEVEL ABOVE SIDEWALK	24" MIN.	D

C. MISCELLANEOUS

STAIRS SHALL BE PERPENDICULAR OR PARALLEL TO THE BUILDING FAÇADE.



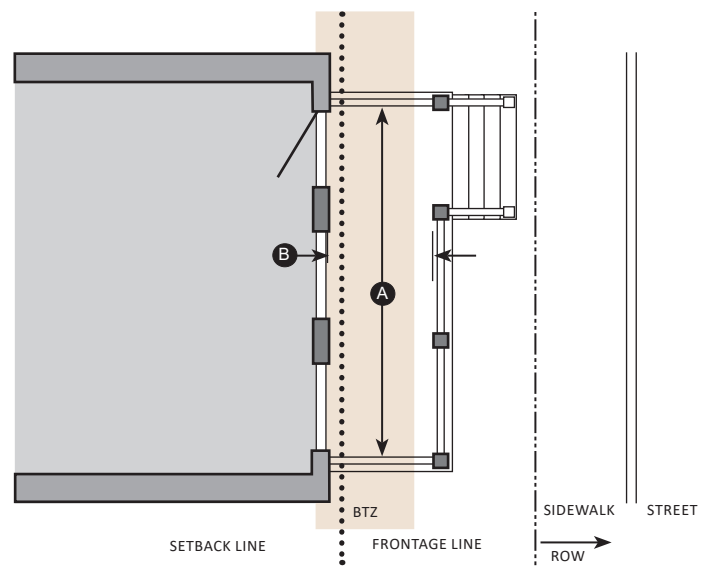
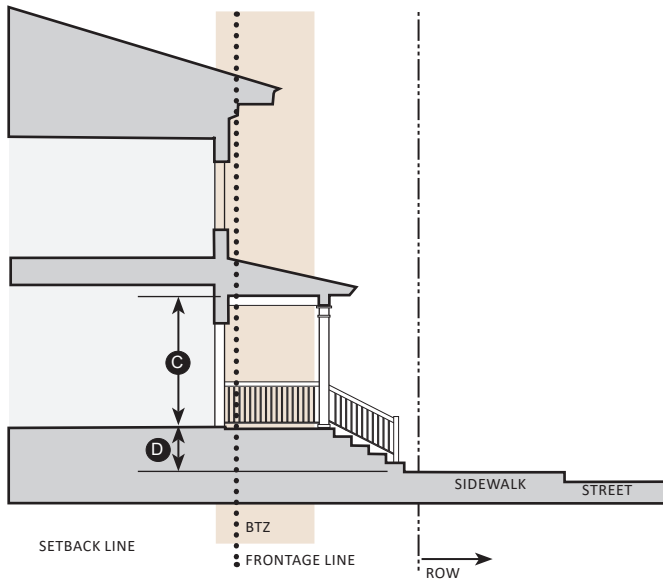
UNROOFED STOOPS



COVERED STOOPS

PRELIMINARY DRAFT FOR REVIEW

1. Porch



KEY

- FRONTAGE/PROPERTY LINE SETBACK LINE
- BUILD-TO-ZONE (BTZ)

A. DESCRIPTION

THE FRONT FAÇADE OF THE BUILDING IS AT THE BUILD-TO-ZONE OR SETBACK LINE AND THE PORCH PROJECTS FORWARD. THE PORCH IS USED TO ACCESS A FIRST FLOOR THAT IS ELEVATED ABOVE THE SIDEWALK TO ENSURE PRIVACY WITHIN THE BUILDING. A PORCH IS LARGE ENOUGH TO FUNCTION AS AN OUTDOOR LIVING SPACE. STAIRS FROM THE PORCH SHALL DESCEND FORWARD OR TO THE SIDE. PORCHES SHALL EXTEND FORWARD OF THE BUILD-TO-ZONE OR SETBACK LINE. STAIRS FROM THE PORCH SHALL EXTEND INTO THE RIGHT-OF-WAY IF PERMITTED BY THE TRANSECT ZONE STANDARDS; A 6' MINIMUM CLEAR ZONE FOR PEDESTRIANS SHALL BE MAINTAINED ON THE SIDEWALK.

B. SIZE

WIDTH, CLEAR	10' MIN.	(A)
DEPTH, CLEAR	8' MIN.	(B)
HEIGHT, CLEAR	8' MIN.	(C)
HEIGHT	2 STORIES MAX.	
FINISH LEVEL ABOVE SIDEWALK	24" MIN.	(D)

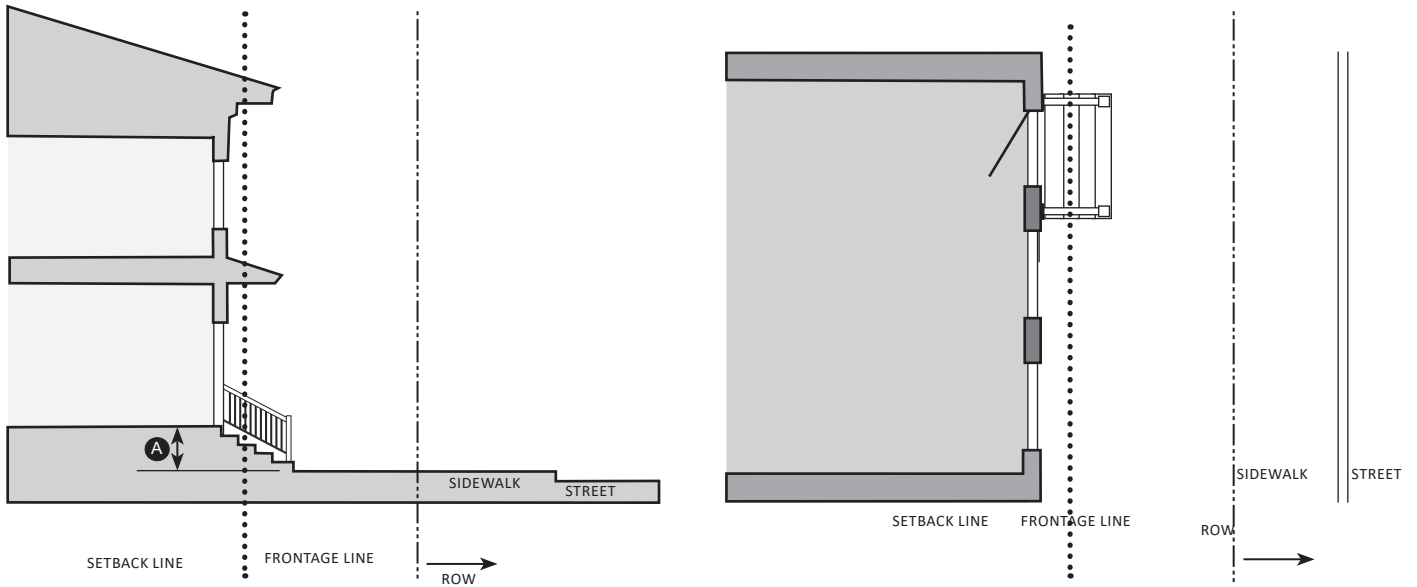


A 2-STORY PORCH ON AN APARTMENT BUILDING.



A WRAPAROUND PORCH LOCATED CLOSE TO THE SIDEWALK.

1. Common Yard



- KEY
- FRONTAGE/PROPERTY LINE
 - SETBACK LINE

A. DESCRIPTION

THE FRONT FAÇADE IS SET BACK SUBSTANTIALLY FROM THE FRONTAGE LINE WITH A PLANTED FRONTAGE. THE FRONT YARD CREATED REMAINS UNFENCED AND IS VISUALLY CONTINUOUS WITH ADJACENT YARDS, SUPPORTING A COMMON LANDSCAPE.

B. SIZE

FINISH LEVEL ABOVE SIDEWALK 24" MIN. **A**



PATHWAYS ACROSS THE COMMON YARDS CONNECT THE PRIMARY ENTRANCES TO THE SIDEWALK.



THE CONTIGUOUS OPEN SPACES PROVIDED BY THE COMMON YARD FRONTAGE CREATE A MORE PASTORAL SETTING.

Sec. 3.7 Site Standards

Sec. 3.7.A. *Service Areas & Loading Docks*

Trash and recycling dumpsters or similar collection areas shall be located in the rear or to the side of buildings and screened from view from adjacent public Right-of-Ways, properties, and pedestrian walkways (not including Alleys).

Sec. 3.7.B. *Mechanical Equipment*

For the purposes of these standards, mechanical equipment includes any heating, ventilation, and air conditioning (HVAC) or electrical machinery as well as air compressors, hoods, mechanical pumps, exterior water heaters, water softeners, utility and telephone company transformers, meters or boxes, garbage cans, storage tanks, generators, electric vehicle (EV) chargers, geothermal wells, and similar elements.

1. If mechanical equipment is located at-grade, and is visible from an adjacent street or sidewalk, it shall be screened by a fence or Streetscreen.
2. All mechanical equipment or penthouse screening placed on a roof shall be set back from the roof line by a distance at least equivalent to the height of the screening in order to minimize visibility from surrounding streets.

Sec. 3.7.C. *Privacy Fences*

A maximum of 6' in height is allowed in residential properties along the sides and rear yard property lines. Fences shall not be placed in the front yard or closer to the street than the façade line.

DIVISION 4: THOROUGHFARE STANDARDS

Sec. 4.1 Purpose

The purpose of the Thoroughfare Standards is to provide guidance to create an interconnected network of streets that can accommodate all modes of travel, including vehicular, pedestrian, and bicycle. The function of streets within the Horizon City TOD is to handle multimodal forms of traffic by providing a memorable experience by persons using the street network. The streets will work together with the trails network to provide multiple options for moving throughout the neighborhood and around Horizon City. The function of each street will guide the design in concert with its context. The context is determined by the character of its Transect Zone. Typical street sections illustrating the key characteristics of each proposed new or improved street are provided in Sec. 4.11. The conditions illustrated in the typical street sections may be interrupted for intersections, bump-outs, central greens, or other traffic calming devices depending on the context details of the final neighborhood design.

Sec. 4.2 Street Hierarchy

On each parcel that has multiple street frontages (e.g., corner lots), the street hierarchy will determine the highest priority (Primary) street frontage, where the Front Build-to-Zone or Setback shall apply. Along the lower priority frontages, the Side (Secondary) Build-to -Zones or Setbacks shall apply. If both street frontages have the same priority, the Front Build-to-Zone or Setback shall apply along both corridors. The designated street hierarchy is as follows:



FIGURE 4-1: STREET HIERARCHY

Sec. 4.3 General Standards

The precise location and alignment of new streets shall be adjusted to allow flexibility in the design of the site plan;

however, the intended purpose and network connectivity of each new street shall not be compromised. Proposed improvements to existing streets shall be permitted through The Town of Horizon City.

Sec. 4.3.A. Street Design

The design of new streets and modifications to existing streets shall adhere to the following requirements:

1. Some dimensional flexibility is permitted for street types to account for varying Right-of-Way widths, however, they shall be designed to have all the basic functional characteristics including roadway width, on-street parking/Curb-side Flex Zones, sidewalks, trails, street trees, and landscaped areas shown for their type, and be appropriately sized for the Transect Zones in which they are located.
2. New street types (with new sections) shall be permitted with approval by the City.
3. Each Neighborhood shall demonstrate appropriate provision for street connectivity and integration with adjoining neighborhoods. Connections to future development is required. When a Site Plan, consisting of one or more neighborhoods, is submitted for approval, the street network contained in those neighborhoods should connect to stub-outs of adjacent neighborhoods or other rights-of-way that form the edge of the neighborhood(s).
4. All non-pedestrian only Streets shall accommodate two-way traffic with the exception of streets adjacent to squares and plazas and Alleys, which shall have 1 travel lane with one-way traffic.
5. All Streets shall connect to other Streets, no dead ends or cul-de-sacs shall be permitted.
6. Curb-side Flex Zones replace the traditional on-street parking lanes with zones for a variety of uses, depending on the adjacent Transect Zone, on the following Street Types: Urban Streets, Workplace Streets, and Main Street. The zones can vary along the length of the curb and/or throughout the time of day or year. Flex zones shall include: parking, transit stops, rideshare passenger pick-up/drop-off, delivery, vendors, and shared-mobility stations.
7. Where possible, there should be parking lanes/ Curb-side Flex Zones on one or both sides of a Street, depending on need.
8. On-street parking lanes/ Curb-side Flex Zones shall not be closer than 25 feet to intersections measured from the curb line.
9. All sidewalks and paths shall be unobstructed by

utility poles, fire hydrants, benches, street signs, or any other temporary or permanent structures.

10. Paving specifications shall adhere to the Town of Horizon City's requirements.

Sec. 4.3.B. Curb Radius

Several walkability benefits can be gained by decreasing the radius of curbs at intersections. These benefits include the following: decreased crossing distances for pedestrians, greater visibility of pedestrians by motorists, and traffic calming, enhancing safety for pedestrians. Corner curb radius designs fall into two distinct categories: corners with and without on-street parking.

1. Corners with on-street parking shall have curb radii of 15 feet maximum. The effective turning radius is larger than the curb radius when parking is present. Thus, the effective turning radius can be 30 plus feet when the curb radius is 15 feet.
2. Corners without on-street parking require the curb radii to be similar to the turning radii, with the curb radius between 20 feet and 30 feet maximum.
3. Curb radii shall be smaller, 9 feet to 15 feet, for Alleys.

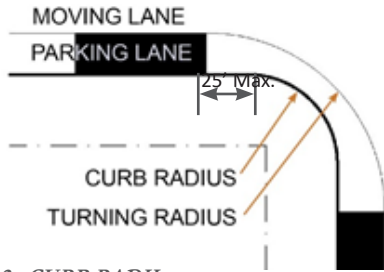


FIGURE 4-2: CURB RADII

Sec. 4.3.C. Intersection Design / Size

While intersection design shall accommodate larger vehicles, the safety of pedestrians and bicyclists shall be the highest priority.

1. The majority of intersecting streets shall meet at approximately a 90-degree angle. Angles of intersection less than 60 degrees should be avoided.
2. Offset intersections in close proximity to one another (220' for Urban Street Types, 150' for other Street Types) are prohibited.
3. The use of auxiliary turn lanes at intersections for traffic movement shall be carefully weighed against the impact to pedestrian and cyclist movement at the intersection, and the use of such lanes shall not be determined by traffic analysis alone. The final decision on whether an auxiliary turn lane is required shall be made by the City Engineer with agreement from the OTA.

4. Pedestrian and bike crossing infrastructure shall be provided across all intersection approaches, including high visibility crosswalks, sidewalk ramps, and detectable warnings.
5. To the extent possible, pedestrian exposure to vehicles and crossing distances shall be reduced through the use of refuge islands, bump outs, and pedestrian signals.

Sec. 4.3.D. Alleys

A continuous network of Alleys is desirable to serve as the primary means of vehicular ingress to individual lots. Such networks are mandatory in the T5 and T4 Transect Zones.

1. Alley entrances should align so as to provide ease of ingress for service vehicles.
2. Alley entrances shall not face Civic Open Spaces or Civic Buildings.
3. Alleys should meet streets with a mountable gutter pan, allowing the sidewalk to continue uninterrupted across the Alley pavement. The use of curb cuts, ramps, and marked crosswalks should be avoided for Alleys.

Sec. 4.4 Street Lighting

Sec. 4.4.A. General Street Lighting Standards

1. All street lighting shall comply with the standards established in Sec. 5.4 Lighting Standards.
2. A combination of pedestrian-scaled street light fixtures and intersection street light fixtures shall be required to ensure a well-lit street and to establish a unifying element along the street. Pedestrian-scaled fixtures shall be used on all streets, except Alleys. Intersection-scaled lighting shall be used in addition to pedestrian-scaled lights where necessary.
3. Street lights shall be aligned with street tree placement (generally between 2.5 feet and 4 feet from the back of the curb). Placement of fixtures shall be coordinated with the organization of sidewalks, landscaping, street trees, building entries, curb cuts, signage, etc.
4. The height of light fixtures shall be kept low (generally not taller than 15 feet) to promote a pedestrian scale to the Public Realm and to minimize light spill to adjoining properties. Light fixtures shall be closely spaced (generally not more than fifty (50) feet on center) in T4 and T5, Zones and eighty (80) feet in the T3 Zone to provide appropriate levels of illumination.
5. Light poles shall include armature that allows for the hanging of banners or other amenities (e.g., hanging flower baskets, artwork, etc.).

6. All street lighting fixtures shall be full cutoff.

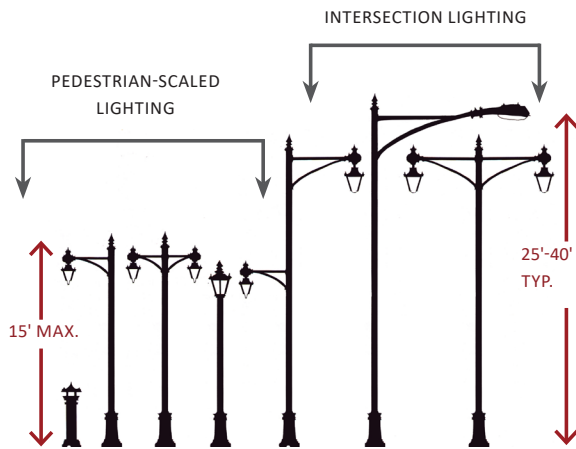


FIGURE 4-3: STREET LIGHTING

Sec. 4.4.B. Lighting Types And Configurations

1. The configuration of street lighting fixtures shall be appropriately chosen for the Transect Zone within which they are located as outlined in Figure 4-4. Flexibility shall be permitted to vary from strict compliance with this table to achieve logical uniformity of fixtures within a given thoroughfare segment or Public Realm.
2. The City shall set a lighting pole and fixture standard for use throughout the Horizon City TOD prior to the approval of the first Site Plan for aesthetic conformity and maintenance inventory.

Sec. 4.5 Street Trees

1. All street trees shall comply with the General Landscape Standards in Division 6.
2. Street trees shall consist of shade trees with a minimum 3-inch caliper at time of planting. Other accent plants and trees are permitted in addition to the required street trees.
3. Street trees shall be provided in a manner and at a spacing as defined by the Street Type standards.
4. Street trees shall be planted in vegetated Planting Strips or Tree Wells with grates according to Street Types.
5. Properly designed tree box filters to accept stormwater runoff are necessary for stormwater quantity and quality mitigation, and shall count towards the street tree requirement as long as adequate maintenance access is provided and the street tree planted meets the requirements of this standard. See the National Association of Transportation Officials (NACTO) *Urban Street Stormwater Guide* and the *Light Imprint Handbook* for more information.

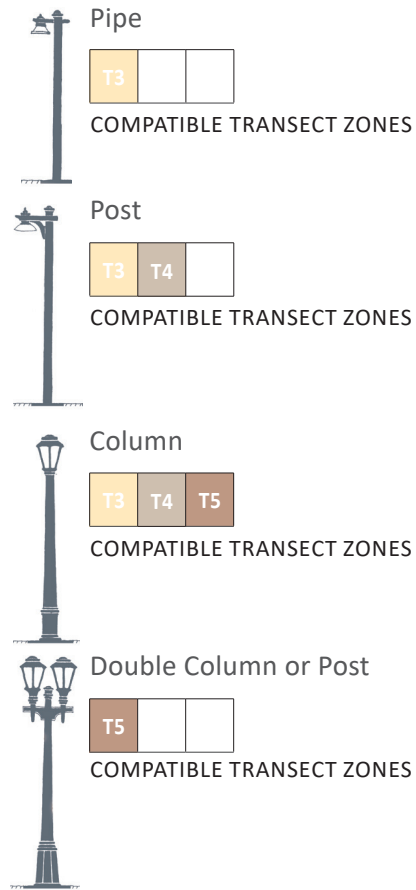


FIGURE 4-4: STREET LIGHTING

Sec. 4.6 Transit Shelters

Transit shelters should be of the same style, materials, and color as the typical other transit shelter used throughout Horizon City. Shelters should be scaled appropriately for the level of ridership anticipated at a particular stop.

Sec. 4.7 Sidewalks and Pavement

A continuous system of sidewalks should be provided along both sides of all streets within Horizon City. All sidewalks should be separated from the travel way of the street by a planting zone of 5'-0" to 8'-0" in width, with trees planted at intervals of 30 to 40 feet. Sidewalk dimensions and configurations on Horizon City's hierarchical roadway system are illustrated in the Street Plan section. The use of light-colored concrete is required on streets to help mitigate heat island effect.

Sec. 4.8 Site Furniture

Site furnishings have the potential to impact and enhance user experience and comfort. Developers should provide furnishings complementary to site design in convenient and appropriate locations as approved by the City. Seating, trash receptacles, transit shelters, and other furnishings are 168 significant elements that contribute to the character and amenity of the public environment, including the streets

and parks within the Horizon City community. There may be opportunities for site furnishings to be considered as public art installations. Benches, trash and recycling receptacles will be incorporated along sidewalks and at transit stops for greater pedestrian comfort and convenience. Site Furnishings should be coordinated with and approved by the City.

Sec. 4.9 Thoroughfare Construction Standards

Construction shall adhere to the Town of Horizon City's standard details for road & site construction and public facilities.

Sec. 4.10 Street Network

Sec. 4.10.A. *Protected Bike Lanes and Shared Use Paths*

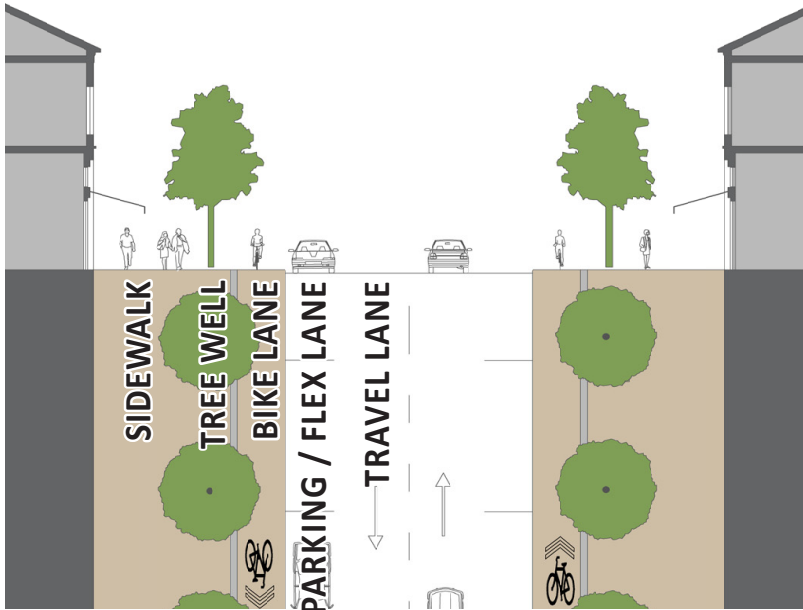
A network of protected bike lanes and shared use paths shall be incorporated in development along designated bike network, if present, in the City's bike master plan.

Sec. 4.11 Street Types

Sec. 4.11.A. Urban Street Sections

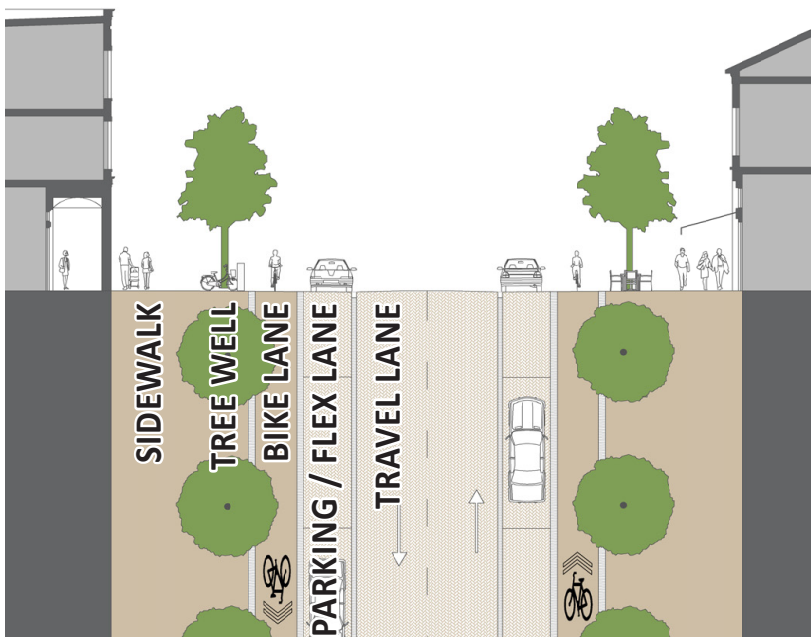
Urban street types are intended for T4 and T5 zones to allow more on-street parking for commercial and offices. The Main Street types are for areas with more ground floor retail and restaurants requiring wider sidewalks.

1. Main Street



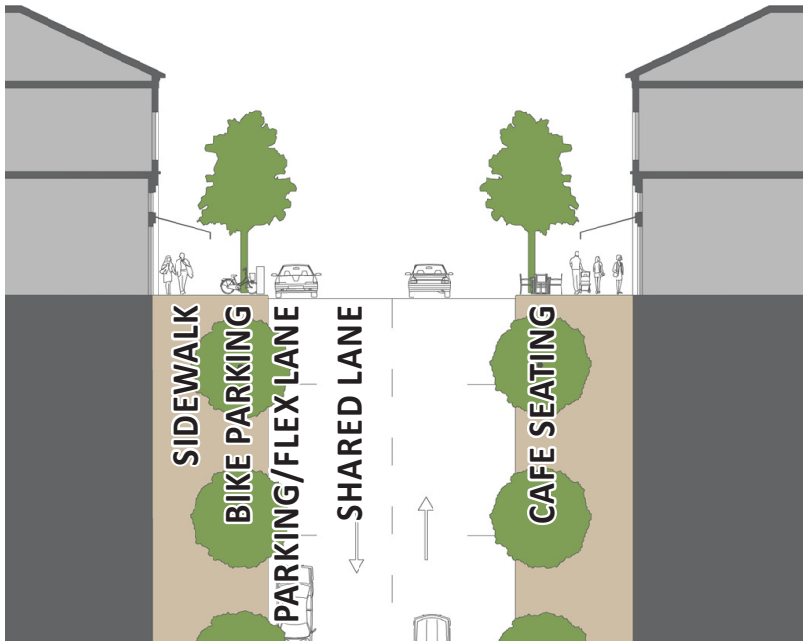
TYPE	MAIN STREET
TRANSECT	T5, T4
TRAVEL LANES	TWO LANES - 10 FEET WIDE
PARKING LANES/ CURBSIDE FLEX ZONE	TWO SIDES @ 8 FEET MARKED
BIKE FACILITY	5 FOOT BIKE LANE
R.O.W. WIDTH	90 FEET
PAVEMENT WIDTH	36 FEET
VEHICULAR DESIGN SPEED	20 MPH
SIDEWALK WIDTH	16 FEET
ROAD EDGE TREATMENT	CURB
PLANTER WIDTH	6 FOOT X 6 FOOT TREE WELLS
PLANTING	SHADE TREES @ 30' O.C. AVG

2. Curbless Main Street



TYPE	CURBLESS MAIN STREET
TRANSECT	T5, T4
TRAVEL LANES	TWO LANES - 10 FEET WIDE
PARKING LANES/ CURBSIDE FLEX ZONE	TWO SIDES @ 8 FEET MARKED
BIKE FACILITY	5 FOOT BIKE LANE
R.O.W. WIDTH	90 FEET
PAVEMENT WIDTH	36 FEET
VEHICULAR DESIGN SPEED	20 MPH
SIDEWALK WIDTH	16 FEET
ROAD EDGE TREATMENT	CURBLESS
PLANTER WIDTH	6 FOOT X 6 FOOT TREE WELLS
PLANTING	SHADE TREES @ 30' O.C. AVG

3. Urban Street

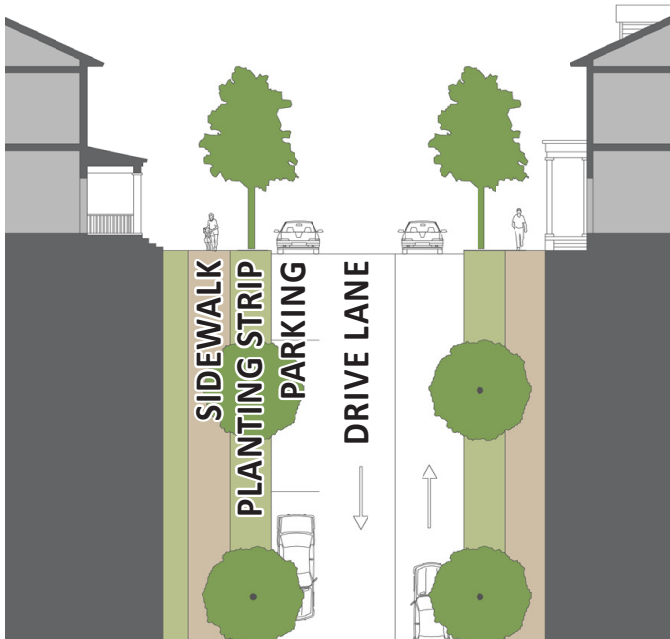


TYPE	URBAN STREET
TRANSECT	T5, T4
TRAVEL LANES	TWO LANES - 10 FEET WIDE
PARKING LANES/ CURBSIDE FLEX ZONE	TWO SIDES @ 8 FEET MARKED
BIKE FACILITY	SHARROW
R.O.W. WIDTH	80 FEET
PAVEMENT WIDTH	36 FEET
VEHICULAR DESIGN SPEED	20 MPH
SIDEWALK WIDTH	16 FEET
ROAD EDGE TREATMENT	CURB
PLANTER WIDTH	6 FOOT X 6 FOOT TREE WELLS
PLANTING	SHADE TREES @ 30' O.C. AVG

Sec. 4.11.B. Neighborhood Street Sections

Neighborhood street types are narrower to slow auto traffic in T3 and T4 zones which need less on-street parking. A variety of narrow streets can be applied to allow for different levels of enclosure from building walls and tree canopies, providing more shade and a more pleasant walk.

1. General Street



TYPE	GENERAL STREET
TRANSECT	T4, T3
TRAVEL LANES	TWO LANES - 9 FEET WIDE
PARKING LANES	ONE SIDE @ 8 FEET
BIKE FACILITY	IN THE DRIVE LANE
R.O.W. WIDTH	50 FEET MINIMUM
PAVEMENT WIDTH	26 FEET
VEHICULAR DESIGN SPEED	20 MPH
SIDEWALK WIDTH	6 FEET
ROAD EDGE TREATMENT	CURB OR SWALE
PLANTER WIDTH	5 FOOT PLANTER STRIPS
PLANTING	SHADE TREES @ 30' O.C. AVG

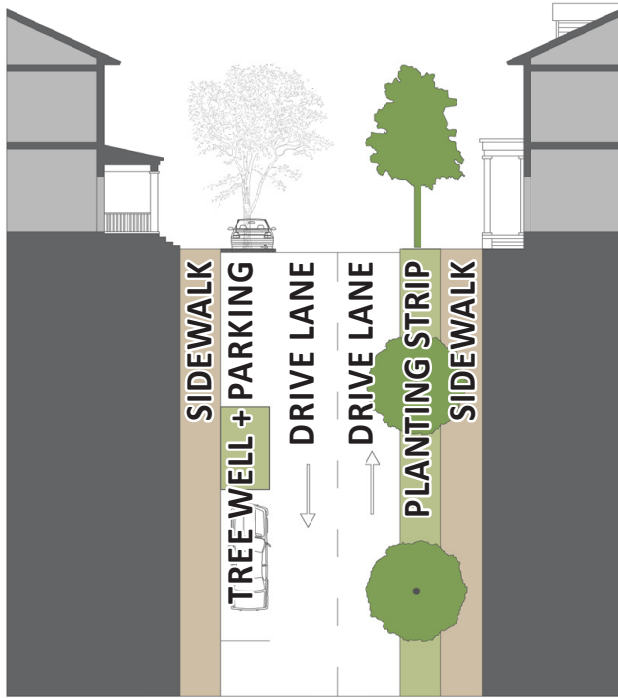
2. Yield Street



TYPE	YIELD STREET
TRANSECT	T4, T3
TRAVEL LANES	SHARED 24 FEET PAVED - TWO-WAY TRAFFIC
PARKING LANES	ONE SIDE UNMARKED
BIKE FACILITY	SHARED LANE
R.O.W. WIDTH	46 FEET MINIMUM
PAVEMENT WIDTH	24 FEET
VEHICULAR DESIGN SPEED	20 MPH
SIDEWALK WIDTH	6 FEET
ROAD EDGE TREATMENT	CURB OR SWALE
PLANTER WIDTH	5 FOOT PLANTER STRIPS
PLANTING	SHADE TREES @ 30' O.C. AVG

PRELIMINARY DRAFT FOR REVIEW

3. Narrow Street



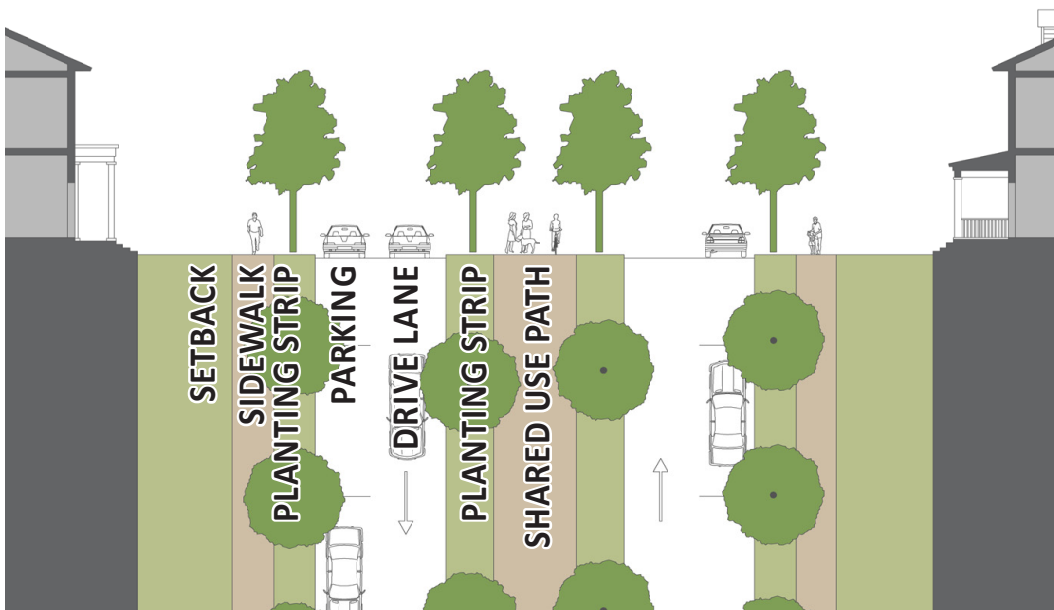
TYPE	NARROW STREET
TRANSECT	T4, T3
TRAVEL LANES	TWO LANES - 9 FEET WIDE
PARKING LANES	ONE SIDE @ 8 FEET
BIKE FACILITY	IN THE DRIVE LANE
R.O.W. WIDTH	42 FEET MINIMUM
PAVEMENT WIDTH	26 FEET
VEHICULAR DESIGN SPEED	20 MPH
SIDEWALK WIDTH	6 FEET
ROAD EDGE TREATMENT	CURB OR SWALE
PLANTER WIDTH	5 FOOT PLANTER STRIPS ONE SIDE TREE WELL IN PARKING LANE ONE SIDE
PLANTING	SHADE TREES @ 30' O.C. AVG

Sec. 4.11.C. Green Street Sections

The Green Avenue streets provide premium bike facilities and are the main facilities to create the primary bike network throughout the Horizon City community.

1. Central Green Avenue

The Green Avenue street type acts as a major people mover with separate shared-use path in the center of the street for pedestrians and cyclists.



TYPE	GREEN AVENUE
TRANSECT	T4, T3
TRAVEL LANES	TWO LANES - 12 FEET WIDE
PARKING LANES	EACH SIDE @ 8 FEET
BIKE FACILITY	CENTRAL SHARED USE PATH - 10-12 FEET
R.O.W. WIDTH	80 FEET MINIMUM
PAVEMENT WIDTH	20 FEET & 20 FEET
VEHICULAR DESIGN SPEED	25 MPH
SIDEWALK WIDTH	6 FEET
ROAD EDGE TREATMENT	CURB OR SWALE
PLANTER WIDTH	6 FOOT PLANTER STRIPS CENTRAL MEDIAN
PLANTING	SHADE TREES @ 30' O.C. AVG

2. Bikeway with Cycle Track

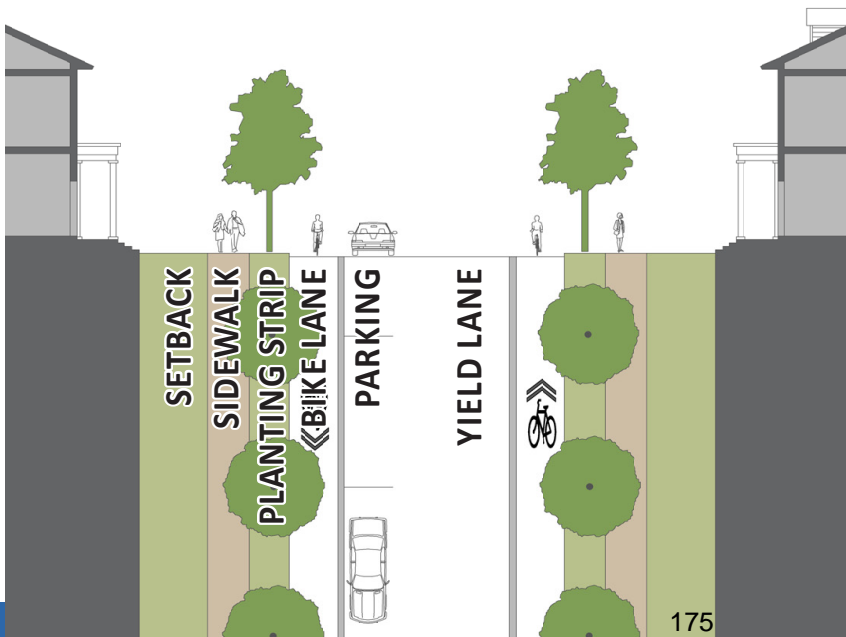
The bikeway with cycle track allows for faster moving bike traffic separate from both pedestrians and auto traffic. The cycle track can vary according to land use or desired street width.



TYPE	BIKEWAY WITH CYCLE TRACK
TRANSECT	T5, T4, T3
TRAVEL LANES	TWO LANES - 10 FEET WIDE
PARKING LANES	ONE SIDE @ 8 FEET
BIKE FACILITY	TWO-WAY CYCLE TRACK - 12 FEET MINIMUM
R.O.W. WIDTH	67 FEET MINIMUM
PAVEMENT WIDTH	28 FEET
VEHICULAR DESIGN SPEED	25 MPH
SIDEWALK WIDTH	6 FEET
ROAD EDGE TREATMENT	CURB OR SWALE
PLANTER WIDTH	6 FOOT PLANTER STRIPS
PLANTING	SHADE TREES @ 30' O.C. AVG

3. Two-way Bikeway

The two-way bikeway also allows for faster moving bike traffic separate from both pedestrians and auto traffic. The two-way bikeway can vary according to land use or desired street width.



TYPE	TWO-WAY BIKEWAY
TRANSECT	T5, T4, T3
TRAVEL LANES	SHARED 24 FEET PAVED - TWO-WAY TRAFFIC
PARKING LANES	ONE SIDE UNMARKED
BIKE FACILITY	PROTECTED BIKE LANE EACH SIDE - 6 FEET
R.O.W. WIDTH	60 FEET MINIMUM
PAVEMENT WIDTH	24 FEET
VEHICULAR DESIGN SPEED	20 MPH
SIDEWALK WIDTH	6 FEET
ROAD EDGE TREATMENT	CURB OR SWALE
PLANTER WIDTH	5 FOOT PLANTER STRIPS
PLANTING	SHADE TREES @ 30' O.C. AVG

Sec. 4.11.D. Trail Street Sections

Trail streets have a wider shared-use path on one side in place of a sidewalk, allowing a larger flow of shared pedestrian and bike traffic.

1. Trail Street

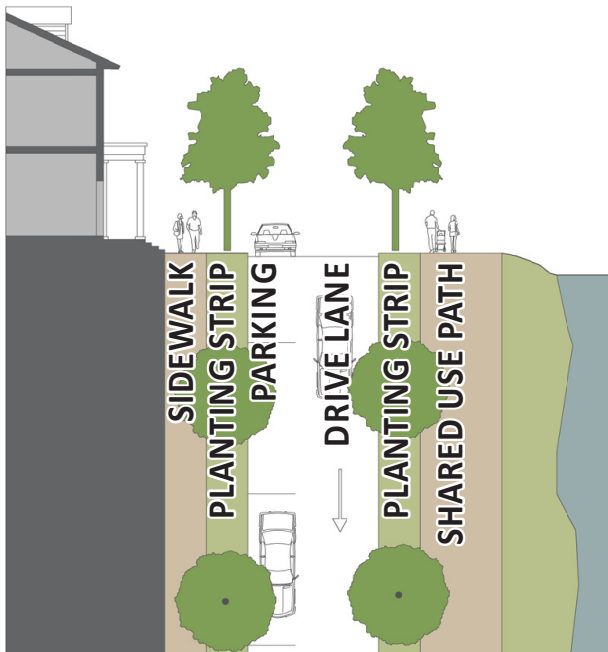
Trail streets are the General Street with a wider shared-use path replacing one of the sidewalks.



TYPE	TRAIL STREET
TRANSECT	T5, T4, T3
TRAVEL LANES	SHARED 24 FEET PAVED - TWO-WAY TRAFFIC
PARKING LANES	ONE SIDE UNMARKED
BIKE FACILITY	SHARED USE PATH - 12 FEET MIN.
R.O.W. WIDTH	52 FEET MIN.
PAVEMENT WIDTH	24 FEET
VEHICULAR DESIGN SPEED	20 MPH
SIDEWALK WIDTH	6 FEET ONE SIDE
ROAD EDGE TREATMENT	CURB OR SWALE
PLANTER WIDTH	5 FOOT PLANTER STRIPS
PLANTING	SHADE TREES @ 30' O.C. AVG

2. Trail Street - One Way

The one-way trail street can be used on either side of canals or parks.



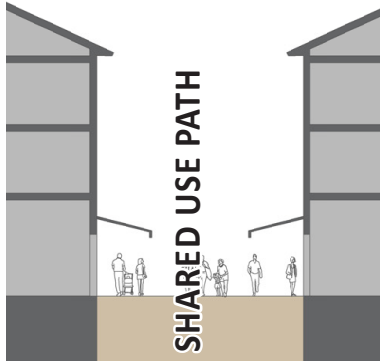
TYPE	TRAIL STREET - ONE WAY
TRANSECT	T5, T4, T3
TRAVEL LANES	ONE LANE - 12 FEET WIDE
PARKING LANES	ONE SIDE UNMARKED - 8 FEET
BIKE FACILITY	SHARED USE PATH - 12 FEET MIN.
R.O.W. WIDTH	50 FEET MIN.
PAVEMENT WIDTH	20 FEET
VEHICULAR DESIGN SPEED	20 MPH
SIDEWALK WIDTH	6 FEET ONE SIDE
ROAD EDGE TREATMENT	CURB OR SWALE
PLANTER WIDTH	6 FOOT PLANTER STRIPS
PLANTING	SHADE TREES @ 30' O.C. AVG

Sec. 4.11.E. Pedestrian Street Sections

Pedestrian streets are intended primarily for pedestrian use only, with occasional use by cyclists.

1. Urban Pedestrian Street

The urban pedestrian street can be used in the retail areas of T5 zones to allow people to flow seamlessly between shops and restaurants without interacting with auto traffic.



TYPE	URBAN PEDESTRIAN STREET
TRANSECT	T5, T4
BIKE FACILITY	SHARED
R.O.W. WIDTH	30 FEET MINIMUM
SIDEWALK WIDTH	20 FEET SHARED PATH
PLANTER WIDTH	OCCASIONAL PLANTINGS IN TREE WELLS

2. Neighborhood Pedestrian Street

The neighborhood pedestrian street is intended as mid-block crossing between houses to allow pedestrians a short cut to parks or other destinations.

1. Green Pedestrian Street

The Green Pedestrian Street is a variation on the Neighborhood type with a center green space that

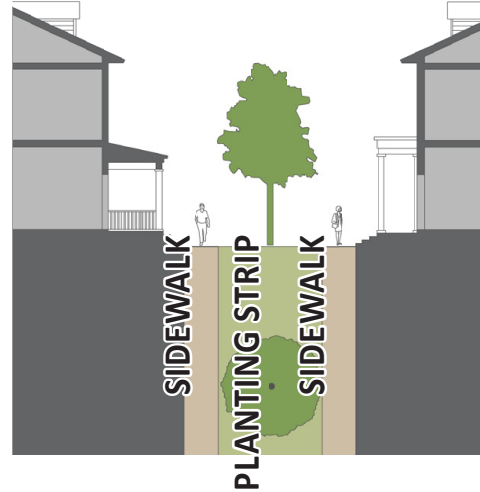


TYPE	NEIGHBORHOOD PEDESTRIAN STREET
TRANSECT	T5, T4, T3
BIKE FACILITY	SHARED
R.O.W. WIDTH	20 FEET MINIMUM
SIDEWALK WIDTH	10 FEET MINIMUM SHARED PATH
PLANTER WIDTH	5 FEET PLANTING STRIPS

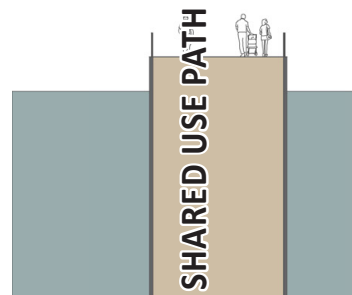
can vary in width from a small planting strip to a pocket park.

2. Pedestrian Bridge

The pedestrian bridge is intended as mid-block canal crossing to shorten walking distance and provide more pedestrian access across the Grand Canals.



TYPE	NEIGHBORHOOD PEDESTRIAN STREET
TRANSECT	T4, T3
BIKE FACILITY	SHARED
R.O.W. WIDTH	40 FEET MINIMUM
SIDEWALK WIDTH	6 FEET MINIMUM EACH SIDE
	30 FEET MINIMUM GREEN SPACE



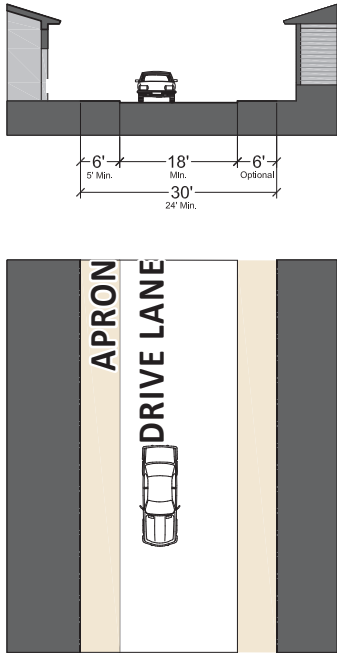
TYPE	PEDESTRIAN BRIDGE
TRANSECT	T5, T4, T3
BIKE FACILITY	SHARED
R.O.W. WIDTH	12 FEET MINIMUM
SIDEWALK WIDTH	12 FEET MINIMUM
PLANTER WIDTH	N/A

Sec. 4.11.F. Alley Sections

Alleys are located mid-block and allow access to mid-block parking areas, trash, collection, utilities, and rear loading zones.

1. Commercial Alley

A commercial alley is located in T5 providing enough room for delivery trucks and temporary loading and unloading while allowing vehicles to move around them. Alleys provide rear access to shared parking, parking garages, or loading docks at the back of mixed-use developments in the downtown and main street districts.



2. Residential Alley

A residential alley has a single yield lane with room for cars backing out of garages. This street type allows rear-loaded housing to reduce curb cuts in front and reduce opportunities for auto-pedestrian collisions, creating a safer sidewalk. Alleys allow narrow lot homes to face the street and be within conversation distance of the sidewalk instead of being dominated by vehicles and garage doors.



TYPE	ALLEY - NON-RESIDENTIAL
TRANSECT	T5
TRAFFIC LANES	TWO WAY TRAFFIC - 12 FEEL LANES
PARKING LANES	N/A
BIKE FACILITY	NONE
R.O.W. WIDTH	24 FEET
PAVEMENT WIDTH	24 FEET
VEHICULAR DESIGN SPEED	5 MPH
SIDEWALK WIDTH	NONE
ROAD EDGE TREATMENT	VARIES
PLANTER WIDTH	N/A
PLANTING	N/A

TYPE	ALLEY - RESIDENTIAL
TRANSECT	T5, T4, T3
TRAFFIC LANES	YIELD LANE - 12 - 14 FEET
PARKING LANES	N/A
BIKE FACILITY	NONE
R.O.W. WIDTH	20 FEET MIN.
PAVEMENT WIDTH	12 TO 18 FEET
VEHICULAR DESIGN SPEED	5 MPH
SIDEWALK WIDTH	NONE
ROAD EDGE TREATMENT	VARIES
PLANTER WIDTH	N/A
PLANTING	N/A

DIVISION 5: SITE DEVELOPMENT STANDARDS

Sec. 5.1 Purpose

These general standards apply to all Transect Zones, unless otherwise noted, specifying standards that impact walkability and the quality of the Public Realm as well as parking requirements and the design of signage, lighting, landscaping, and utilities.

Sec. 5.2 Parking Standards

The intent of the parking standards is to encourage a balance between pedestrian-oriented development and necessary vehicle storage. The goal is to construct neither more nor less parking than is needed.

Sec. 5.2.A. Parking Requirements

1. Parking shall be provided for each use based upon the minimum and maximum requirements outlined by use in Table 6-1: Automobile Parking Requirement Chart. Required parking quantities for a parcel shall be modified by Warrant.

USE	NUMBER OF PARKING SPACES			
	T3 ²	T4 ²	T5 ¹	C ²
RESIDENTIAL	2 / UNIT	1 / UNIT	2 / UNIT	---
LODGING	1 / GUEST ROOM			
OFFICE	2 / 1,000 SQ. FT.			
RETAIL	3 / 1,000 SQ. FT.			
CIVIC	TBD BY WARRANT			
EDUCATION	1 PER 12 STUDENTS			
OTHER: GENERAL	TBD BY WARRANT			
OTHER: AGRICULTURAL / INDUSTRIAL	1 PER EMPLOYEE ON LARGEST SHIFT			

¹MAXIMUM NUMBER OF SPACES PERMITTED

²MINIMUM NUMBER OF SPACES REQUIRED

2. Parking shall be located on the same lot as the use it serves. Required parking shall also be located on-street or in a common parking lot, provided the space is within 1/4 mile of the building’s Principal Entrance. The required parking shall be purchased or leased from a public or private civic parking reserve, the owner of which will manage the purchase or lease.
3. Parking shall be located behind the Principal Façade of buildings to the maximum extent possible. Parking lots shall be masked from the frontage by a Liner Building. Streetscreens, Garden Walls, fences, or hedges are required along all rights-of-way without buildings to shield views to

parking.

4. Shared and Reduced Parking is encouraged in all Transect Zones for more efficient parking solutions. The amount of parking required is calculated by adding the total number of spaces required by each separate function in the Parking Requirement Chart and dividing by the appropriate factor from the Sharing Factor matrix. For example, the residential function requires ten spaces while the office function requires twelve spaces. Independently they would require twenty-two spaces, but when divided by the sharing factor of 1.4, they would require only sixteen spaces. When multiple functions share parking, the lowest sharing factor shall apply.

FUNCTION	WITH	FUNCTION
RESIDENTIAL		RESIDENTIAL
LODGING		LODGING
OFFICE		OFFICE
RETAIL		RETAIL

		1			
	1.1	1.1	1	1.1	
	1.4	1.4	1.4	1.4	
	1.3	1.3	1.3	1.3	
	1.2	1.2	1.2	1.2	
	1	1	1	1	

5. Bicycle parking shall be provided in all Transect Zones per Table 6-3: Bicycle Parking Requirement Chart and subject to the two subsections below:
 - (a) Anchors: All spaces provided shall include a metal anchor sufficient to secure the bicycle frame when used in conjunction with a user-supplied lock.
 - (b) Location: Bicycle parking shall be located in a secure area covered from weather and shall be located as close to a building entrance as the closest on-site automobile parking space.

USE	MIN. NUMBER OF SPACES
RESIDENTIAL (BUILDINGS WITH 4 OR MORE UNITS)	2 SPACES OR 1 SPACE FOR EVERY 5 UNITS, WHICHEVER IS GREATER
NON-RESIDENTIAL	2 SPACES OR 1 SPACE FOR EVERY 2,500 SQ. FT., WHICHEVER IS GREATER

Sec. 5.2.B. Parking Access

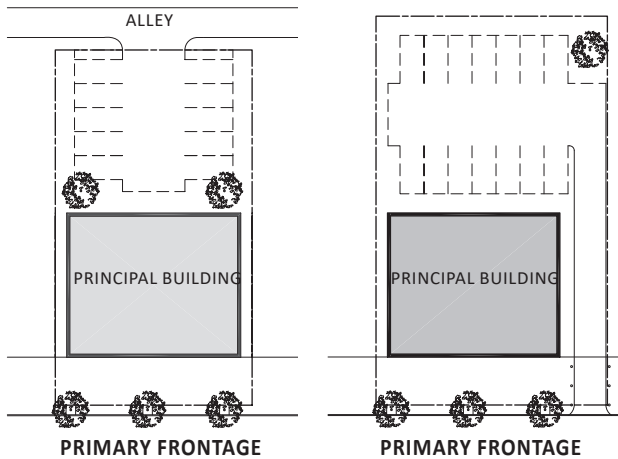
1. Alleys, where proposed, shall be the primary source of access to off-street parking. Parking along Alleys shall be perpendicular, diagonal, or

parallel.

- Alleys shall be incorporated into parking lots as standard drive aisles. Access between parking lots across property lines is also encouraged.
- Corner lots that have both rear and side access shall access parking through the rear. If no rear access exists, access to on-lot parking shall be provided from the side street.
- If no Alley or side street exists, then efforts should be made to demonstrate an attempt to gain access across neighboring properties.
- When access to rear parking must be accessed directly from the Primary Frontage, driveways shall be located along the sides of the property lines and designed such that pedestrians crossing on sidewalks always have the right of way.
- The maximum width of vehicular driveways are provided in the Transect Zone Standards.
- Circular drives are prohibited except for Civic Buildings.

Sec. 5.2.C. Off-street Surface Parking

- Minimum setbacks for off-street surface parking from all property lines are provided in the Transect Zone Standards.



Parking: access by alley

Parking: access by street

FIGURE 5-1: PARKING ACCESS

Sec. 5.2.D. Garden Walls, Fences, and Hedges

Garden walls, fences, or hedges shall be located along Frontage Lines and other Lot Lines, or parallel with the Façades of buildings. When located along Frontage Lines, garden walls, fences, and hedges are called Streetscreens. Streetscreens shall mask a parking lot from the Thoroughfare, provide privacy to a side yard, and/or strengthen the spatial definition of the Public Realm.

- Streetscreens shall be a minimum of 3 feet tall in all Transect Zones. Maximum heights shall be:

(a) T3 & T4: 4 feet along Primary Frontage and up to the BTZ, 6 feet along other Frontages

(b) T5: 4 feet along all Frontages

- All Streetscreens over 4 feet high should be a minimum of 25% permeable or articulated.
- Streetscreens shall be non-permeable by warrant.
- Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.
- Streetscreens shall not be permitted in the Right-of-Way. Streetscreens shall not be permitted in the Right-of-Way.
- If a hedge is used, plants must be evergreen.

Sec. 5.3 Signage Standards

Sec. 5.3.A. Wayfinding Signs

- Signs in the Public Realm shall enhance the character of the Public Realm, provide orientation to pedestrians and motorists, and help to give identity to the street. Signs should be designed and scaled for use by the pedestrian.
- Signage should be coordinated with other streetscape furniture (e.g., light posts) to reduce visual clutter in the Public Realm.
- The City shall set the pole and frame standard for use throughout the Horizon City TOD for aesthetic conformity and maintenance inventory.
- Wayfinding signage, which identifies key civic areas or public destinations, shall be consistent in theme and placement as determined by the City.
- Architectural features and gateways announcing arrival to the entire community or individual neighborhoods shall have identification signs of no more than 36 square feet, the theme and placement of which is determined by the City.

Sec. 5.3.B. Commercial Signs

- In the T5, T4, and T3 Zones, free standing signs, ground signs, and monument signs are not permitted. All signs in these zones shall be attached to the façade. Signs shall be flat against the façade, or mounted projecting or hanging from the façade.
- Signs shall be externally lit from the front with a full-spectrum source. Back lighting is permitted as an exception only for individual letters or numbers (panelized back lighting is prohibited). Signage within the shopfront may be neon lit.
- Maximum gross area of signs on a given façade shall not exceed ten percent of the façade area. Signage painted on a building façade or mounted

on the roof may exceed this limit, with approval by the City.

4. Signs attached to the façade shall maintain a minimum clear height above sidewalks of eight feet.
5. Projecting signs shall not extend within two feet of the curb line, and shall not be placed closer than 16 inches apart.
6. Maximum area of any single sign mounted perpendicular to a given façade shall not exceed nine square feet in the T5 Zone and shall not exceed six square feet in T4, and T3 Transect Zones.
7. A single external Sign Band shall be applied to the façade of each building, provided that such sign not exceed three feet in height by any length. Letter height shall not exceed 24 inches.

Sec. 5.3.C. Banner Signs

1. The use of banner signs shall be limited to the promotion of public events and activities, or to identify a district.
2. Banner signs shall be mounted on light poles or other street furniture designed specifically for such a purpose.
3. Banner Signs shall not be illuminated.
4. Temporary banner signs not exceeding three (3) feet in height and thirty (30) feet in length shall be hung over the public right-of-way pursuant to Chapter 86.

Sec. 5.3.D. Temporary Sidewalk Signs

1. Temporary sidewalk signs such as A-frame sandwich boards are permitted on public sidewalks immediately adjacent to a business for the purpose of advertising food or products sold within with the approval of the City.
2. The placement of signs on the sidewalk must maintain a clear sidewalk path of a minimum dimension of five feet.
3. The dimensions of the sign shall be no greater than two and a half feet wide and five feet high.
4. Temporary sidewalk signs shall not be illuminated.
5. Temporary sidewalk signs shall be approved by the City.

Sec. 5.4 Lighting Standards

Adequate and quality lighting of the sidewalk and street area is essential to creating a safe and inviting streetscape.

Sec. 5.4.A. General Lighting Standards

1. Lighting fixtures shall be appropriately chosen for the Horizon City TOD. There shall be consistency

in creating a unifying scheme of illumination that is appropriate to the scale of the street and the level of evening activity.

2. Lamp styles should not be mixed along any one particular block of a street.
3. Light fixtures shall be downcast or low cut-off fixtures to prevent glare and light pollution.
4. In order to conserve energy and reduce long-term costs, energy-efficient lamps shall be used for all Public Realm lighting.

Sec. 5.4.B. Light Levels

1. Lighting standards protect against glare, preserve the night sky, and reduce unnecessary energy use from over lighting. Rural zones tend to be darker, while higher levels of outdoor lighting may be more suitable in mixed use urban zones.
2. It is the intent of this TOD to follow Dark Sky provisions as established by the International Dark-Sky Association (IDA). All outdoor lighting within the Public Realm should be IDA-Approved fixtures.
3. The standards in Table 6-4 maintain the desired general ambient light levels across the Transect. Light levels in the Civic Transect Zone shall be consistent with the intent of this TOD and not contribute to excessive light pollution, as determined by the OTA.

Sec. 5.4.C. Street Lighting

See Division 4: Thoroughfare Standards

Sec. 5.4.D. Parking Lot Lighting

1. All fixtures shall be full cutoff, downward facing.
2. Light fixtures located within the interior area of a parking lot shall not exceed 30 feet in height. Light fixtures located along the perimeter edge of a parking area within 50 feet of a property line shall not exceed 15 feet.

Sec. 5.4.E. Pedestrian Walkway Lighting

1. Light fixtures located along pedestrian walkways adjacent to parking lots shall not exceed 15 feet in height.
2. Light fixtures located along internal pedestrian walkways or paths not adjacent to a parking area shall not exceed 10 feet in height.

Sec. 5.4.F. Building and Security Lighting

1. All exterior building or security lighting must be full cutoff, shielded, and/or angled downward to focus the light only on the intended doorway or walkway as necessary.
2. Security lighting is encouraged to be provided with

PRELIMINARY DRAFT FOR REVIEW

Examples of Permitted Commercial Signage



Wayfinding Sign



Blade/Projecting Sign



Hanging Sign



Awning Sign



Wall Sign



Painted Wall Sign



Cornice Sign



Banner Signs



Sidewalk Sign

*Note: These examples are not inclusive of all permitted commercial signage types and designs, but are for illustrative purposes only to demonstrate the intent of the commercial signage standards.

regular pedestrian light fixtures where visible from the street or Public Realm to match others used on site.

3. Building mounted architectural “accent lights” are encouraged to emphasize architectural character and signage.
4. Business owners are encouraged to assist with lighting the sidewalk and to accent their business location by leaving display window and interior lighting on at night. Lighting shall be designed in such a way as to prevent the direct view of the light source to neighboring residential areas.
5. Edges of Civic Open Spaces, especially Plazas and Squares, should be lit along the Right-of-Ways to define and identify the space.
6. Focal points such as sculptures, fountains, and towers, especially those visible to pedestrians and vehicles, shall be illuminated to call attention to the element and to provide a form of wayfinding.

Sec. 5.5 Environmental

Sec. 5.5.A. General Provisions

The preservation and conservation of natural areas and native habitats in and around the Horizon City TOD is important. Conservation areas shall provide recreational activities. Native vegetation shall be retained in conservation areas except for limited clearing required for trails, boardwalks, agricultural fencing, supporting infrastructure and existing agricultural uses. These areas shall be maintained free of invasive exotic plant species.

**TABLE 5-4:
LIGHT LEVELS**

	T3: EDGE	T4: URBAN	T5: MU CENTER
AMBIENT LIGHT LEVELS	VERY LOW	LOW	MEDIUM
STANDARDS			
MAXIMUM LIGHTING STANDARDS	MINIMAL LIGHTING, ALL FULL CUTOFF	FULL CUTOFF LIGHTING	FULL CUTOFF LIGHTING, SOME LOW WATTAGE, NON-FULL CUTOFF LIGHTING
NO LIGHTING LEVEL MEASURED AT THE BUILDING FRONTAGE LINE SHALL EXCEED:	1.0 FC	1.0 FC	2.0 FC
REQUIRED SHIELDING	FULLY SHIELDED LUMINAIRE WITH NO UPLIGHT OR BETTER	SHIELDED LUMINAIRE OR BETTER	PARTIALLY SHIELDED LUMINAIRE OR BETTER

DIVISION 6: LANDSCAPE STANDARDS

I. GENERAL CONDITIONS

Sec. 6.1 Title

This chapter shall be known as the Landscape Ordinance for the Horizon City TOD.

Sec. 6.2 Purpose

1. The purpose of this chapter is to set forth the minimum requirements for landscape and irrigation for property development within the limits of the Horizon TOD. The regulations herein are designed to enhance the quality of life, increase property values and aesthetics of the TOD, while helping to improve air purification, reduce stormwater run-off, noise reduction and heat abatement, while conserving energy, water and other natural resources. In addition, landscape design shall enhance the quality and character of the Public Realm by coordinating public and private space, providing spatial definition to the Public Realm, screening undesirable places/sounds/odors, and increasing health and safety, as well as complementing the architectural design of the mixed-use development.
2. In addition, landscape designers and property owners are encouraged to design and place landscape materials in a good, economically viable and environmentally sensitive manner so as to improve the aesthetics of development, construction and the quality of life for all citizens. This chapter encourages the use of quantifiable, generally recognized, scientific standards and methods as well as local and state regulations and manufacturer's recommendations in evaluating all designs.
3. This chapter is also designed to prevent soil erosion, reduce the hazards of flooding, enhance the absorption of carbon dioxide and supply of oxygen, reduce the negative effects of noise, glare and dust, promote the pleasant appearance and character of the development, provide shade to cool superheated urban areas and thus reduce water consumption in cooling units, as well as other energy consumption related to environmental cooling and facilitate the safe movement of traffic in vehicular use areas.
4. This chapter is also designed to promote water conservation and water efficiency by requiring the planting of water-thrifty, drought tolerant plants. To assist in ensuring adequate supplies of water exist for Horizon's future, it is important that water conservation be promoted in landscape watering policies. Water conservation should be promoted through techniques such as the proper design of landscaped areas and plant selection, education of the public and the proper design and use of irrigation of

systems.

Sec. 6.3 Application

1. Except as provided herein, all the requirements in these guidelines shall apply to development within the Horizon TOD area.

Sec. 6.4 Interpretation

2. The provisions of this chapter shall be interpreted and applied, as the minimum requirements for landscape and irrigation in the TOD and shall control over all other landscape requirements in any other ordinance in the Horizon City Code.
3. It is not intended that this chapter shall interfere with, abrogate or annul any restrictive covenants or other agreements between individual parties. When there is a conflict between the requirements of this chapter and any restrictive covenant, agreements or other requirements imposed on the property, the more stringent requirement shall apply.
4. The provisions of this chapter shall be subordinate to the provisions of the Horizon City Code pertaining to traffic and pedestrian traffic.

Sec. 6.5 Landscape Plans Required

1. Projects that are subject to the requirements of this chapter, shall require submission of separate plans for landscape and irrigation.
 - a. Landscape plans shall be designed by a landscape architect who holds a certificate of registration issued pursuant to Texas State Occupations Code Chapter 1052 and stamped with a licensed landscape architect's seal.
2. Landscape plan. The landscape plan shall include the following information:
 - a. Each plan shall be at a minimum scale of 1" equals 40', preferably 1" equals 20'. No architectural scaling shall be allowed.
 - b. Date, scale, north arrow, project title and project address; and landscape architect with their address and phone number
 - c. Name, address and telephone number of the property owner(s) representative
 - d. Botanical name and common name, plant tag showing plant type, legend reference, size, height, quantity and location of proposed landscape materials to be used
 - e. Landscape calculations, total square footage of the landscapable area provided broken down by area within the parcel, parkway and medians, parking provided, vehicular loading area, minimum required quantity of landscape materials, provided quantity

- of landscape materials
- f. Landscape master plan with phasing plan for multi-phase developments
- g. Location of existing and proposed structures, signs, street trees, buffer trees, parking lot trees, plant material, swales, berms and fire hydrants existing at the time of plan submission
- h. Show all curb cut ingress and egress
- i. Show a five-foot clearance at maturity for all landscape material adjacent to any utility box, hydrant, meter or access point

II. PLANT REQUIREMENTS

Sec. 6.6 General

1. Unlike landscape ordinances used for traditional zoning which call for a certain percentage of a parcel to be landscape area, requirements for form based code developments are dictated by building and parking lot setback requirements, and thus no percentage of property requirement is needed.
2. Approved plants. 75% of all plants to be used to satisfy these requirements shall be selected from the approved plant list included shown in Appendix B in these guidelines, with the exception of street and buffer trees, which must all be selected from the list. No artificial plant material shall be used to satisfy the requirements of this chapter.
3. All plant material shall be healthy and vigorous at the time of planting.
4. At least 50% of the plants installed shall be plant material of low water, drought-tolerant variety.
5. Trees in pedestrian areas shall be planted and maintained, with the mature branching structure having a minimum of 7' clearance from ground level within 3' from the trunk.
6. Trees shall be planted in beds with a minimum area of 36 square feet of surface area with no interior dimension less than 4' measured at 90 degrees to the interior edges.
7. At least 25% of trees required to be planted within the parcel shall be evergreen.
8. Landscaping shall be design to remain functional and attractive during all seasons through a thoughtful selection of plant varieties.
9. In order to promote sustainable landscape practices, plant varieties shall be selected for resistance to drought, moisture, salt, urban conditions, or insects and other pests depending on the location of landscaping and the specific stressors anticipated for different areas of the site, as well as for their intended function and context. Plants shall be selected so that landscaping can be maintained with minimal care and the need for

- watering, pesticides, or fertilizers can be minimized or eliminated. Native species are encouraged.
- 10. Plant material shall be installed to ensure that at maturity there is a 5' clearance adjacent to any utility box, fire hydrant, FDC connection, utility meter or access point.
- 11. Trees may not be planted in areas with less than 20' between structures
- 12. Tree wells shall be as deep as the root ball and at least twice as wide as the root ball, with the bottom of the tree well being convex. A minimum of 3" of mulch should be placed on the top of the root ball after being placed in the well.
- 13. The use of turf shall be minimized and shall not be planted in strips less than 5 feet wide. Lawn seed mixes shall be drought resistant. To achieve a high level of drought tolerance, the use of Hybrid Bermuda is encouraged.
- 14. Turf grass is specifically prohibited in parkways and medians.
- 15. In Transect Zones T2 and T3, native plant perennial landscapes should replace turf grasses where possible and be very diverse. They should be placed lower than walkways, not mounded up.
- 16. Ground treatment of landscaped areas throughout the parcel, parkway and medians shall include decomposed granite, or other permeable surfacing, not to include raw soil.
- 17. Design of landscape should maximize use of green infrastructure stormwater Best Management Practices (BMPs) such as pervious paving, bioretention systems, rain gardens, bioswales, and stormwater planters to slow and treat stormwater runoff while providing multiple additional community benefits. The OTA will approve landscaping in private front yards, civic spaces, etc.

Sec. 6.7 Street Trees

1. Street trees shall consist of shade trees with a minimum of 3" caliper at time of planting.
2. Street trees shall be provided in a manner and at spacing as defined by the Street Type standards outlined in the Thoroughfare Standards.
3. Street trees shall be planted in the parkway and median in vegetated Planting Strips or Tree Wells with grates according to Street Types outlined in the Thoroughfare Standards.
4. For street trees located in the parkway, one street tree shall be provided for every thirty linear feet of all street frontage (with the exception of streets classified as Workplace Streets as mentioned in the Thoroughfare Standards) including any easements, but not including driveways. A minimum of one street tree shall be installed if the property has less than 30' of

frontage. Street trees shall be placed in the parkway of the street, unless the planning official requires different locations of trees based on a uniquely shaped lot.

5. For street trees located in medians, one street tree shall be provided for every 30 linear feet of median length, not including portions of median that are narrower than 5' measured from back of curb to back of curb. A minimum of one street trees shall be planted in medians that are less than 30' in length.
6. Street trees shall be selected from the approved tree and plant list contained in these guidelines.
7. The spacing for all street trees shall be at 30' or less, with the exception of Workplace Streets, which shall have street trees spaced 40' on center.
8. Adequate vertical clearance below the branches must be maintained for pedestrians, cars and bicyclists. The minimum height to the lowest branch overhanging a sidewalk shall be 7' and the lowest height overhanging a street shall be 14'.
9. Street trees shall not be required in the following situations:
 - a. Where awnings or canopies come closer than 10' from the back of the curb.
 - b. Where Galleries come closer than 20' from the back of the curb.
1. Street trees shall be aligned with light poles, where possible.
2. On sites where evenly-spaced street trees is not possible due to a uniquely shaped lot, random clustering of street trees may be acceptable, provided that the number of trees planted equals or the number that would be required if the trees were evenly-spaced. Such arrangement must be approved by the planning official.

Sec. 6.8 Buffer Trees

Buffer trees to be located within the first 10' of the property shall be required for all new construction projects except the following:

1. Along frontage with dedicated City streets where the building or any second level balcony is set back from the property line 20' or less, and where;
2. Any awnings are set back from the property line 10' or less from the property line
3. Buffer trees shall not be required where Galleries are present.

The number of buffer trees is to be calculated as follows:

- a. One buffer tree shall be provided per every

thirty linear feet of all street frontage, including any easements, but not including driveways. A minimum of one buffer tree shall be installed if the property has less than 30' of frontage.

Sec. 6.9 Parking Lot Trees & Landscape Area

The landscaping requirements in this section are intended to provide a set of standards toward reducing the visual impacts of large areas of pavement, improving the overall environment of parking areas by providing areas for shade and heat reduction, and enhancing the overall aesthetic appeal of parking areas.

1. Any construction of new off-street parking within the parcel is required to install one tree per ten parking spaces, or portion thereof, whether they are required parking spaces or not.
2. Any expansion of an existing parking lot is required to install one tree per ten new spaces, whether they are required parking spaces or not.
3. If the number of parking spaces provided within the parcel exceeds the maximum number of allowable spaces as indicated in the Site Development Standards, one parking lot tree for every five spaces over the maximum, or portin thereof, shall be provided. This applies to both new parking lots and parking lot expansions.
4. Parking lot trees must be placed within the property and not the parkway and placed in such as way so that all parking areas can reasonably be expected to receive 30% tree canopy coverage at tree maturity. The expected canopy radius of each selected tree shall be noted in the required site plan materials.
5. Parking lot trees may be placed within the parking area or vehicular use area with due consideration for vehicle movement and maneuvering or directly adjacent to the vehicular use area.
6. No parking space shall be more than 100' from a tree.
7. Parking lot trees shall be located with respect to the location of parking lot light fixtures in such a manner as to not impede the distribution of light throughout the parking lot, unless the lighting is placed in the canopy of the trees.
8. Parking lot trees must be placed in planting areas 36 square feet minimum with no dimension less than 4'.
9. Developments with proposed parking areas of 6 spaces or more shall provide a minimum of 10% of landscape area within the area designated for parking inclusive of any landscape borders surrounding the parking lot.
1860. The ends of parking aisles in surface lots that are more than 15 spaces in length shall incorporate landscape

islands at either end of the row. Each island shall include at least one tree. Where the length of a parking aisle exceeds 25 spaces, additional landscape islands shall be installed at regular intervals. This interval shall not be more than every 13 spaces. The width of the landscape islands perpendicular to adjacent spaces shall be no less than 6’.

11. Surface parking lot entrances shall be landscaped with a combination of trees, shrubs, walls, and other landscape features. No trees, shrubs, fences, walls, or other landscape feature shall be planted in a manner to obstruct sight lines of motorists.

Sec. 6.10 Project Trees

1. For all landscape area provided within the parcel, which is calculated as lot area minus Lot Coverage as defined in the General Provisions, project trees shall be installed as follows:
 - a. For every 1,000 square feet, or portion thereof, of landscape area provided within the parcel, one project tree having a minimum caliper size of 2” and a minimum height of 10’ shall be installed
 - b. Palms may be installed on the property but will only count as three 5-gallon plants and may only be substituted for up to 50% of the required five gallon plants. See following section for shrub requirements.
 - c. Required project trees must be located within the property and not within the parkway.

Sec. 6.11 Project Trees & Project Shrubs

1. For all landscape area provided within the parcel, which is calculated as lot area minus Lot Coverage as defined in the General Provisions, as well as in the Planting Strips in the parkways and medians, as outlined in the Thoroughfare Standards, shrubs shall be installed as follows:
 - a. For every 1,000 square feet, or portion thereof, of landscape area provided, a minimum of 45 plants of 5-gallon size, which are a minimum of 12” in height shall be provided.
 - b. Allowable substitutions are as follows;
 - (1) Ten 1-gallon shrubs may be substituted for one 5-gallon shrub for up to 50% of the required 5-gallon shrubs.
 - (2) Five 5-gallon shrubs may be substituted for one project tree for up to 50% of the required project trees.

- (3) One project tree may be substituted for five 5-gallon plants.
- (4) Two 1” caliper trees 8’ tall may be substituted for one 2’ caliper tree 10’ tall for up to 50% of the required project trees.
- (5) Street, buffer and parking lot trees may not be substituted

- c. Required shrubs must be located proportionally within the parcel, parkway and median based on the size of the parcel, parkway and median.
2. Plant coverage option. The following plant coverage option may be utilized in lieu of the project tree and project shrub requirements previously mentioned
 - a. Shrubs shall be provided on all landscape area provided and will cover at least 75% of the area.
 - b. Plant material used in the coverage calculation shall be shrubs or ground cover from the required approved tree and plant list contained in these guidelines. The required coverage shall be 50% achieved within two years of the date of planting and 70% at maturity. In no instance shall the number of plants provided fall below 40% of the total required under Section 2.3 A.1.
 - c. In addition to the required plant material, two project trees having a caliper size of 2” and a minimum height of 10’ shall be required for every 1,000 square feet, or portion thereof. For project trees, two 1” caliper trees at a height of 8’ may be substituted for a 2” caliper project tree. Project trees shall not be used in the calculation of the coverage area.
 - d. A required weather-based smart controller shall be required in order to utilize the plant coverage option.
3. Shrubs shall be a minimum size of a 5-gallon container and a minimum plant height of 12” (except for dwarf and low-growing species).
4. At least 30% of all required shrubs shall be evergreen.

Sec. 6.12 Landscape Screen

1. Where the northern edge of the TOD abuts the property line of adjacent residential properties, a 15’ wide landscape buffer area shall be provided within each developed parcel to include evergreen trees planted 15’ on center for the entire length. The trees shall grow to 40’ minimum at maturity. This requirement shall override other setback requirements.

Sec. 6.13 Ground Treatment

187. Organic / inorganic ground covering / permeable paving.

- a. Inorganic coverings such as gravel, river rock, shells and similar materials may be used as a landscape groundcover within parcels.
- b. Organic ground covering such as organic mulch, pecan shells, wood chips or bark may be used as a landscape ground covering within parcels.
- c. Non-porous materials shall not be installed under organic or inorganic ground covering.
- d. Within the public right of way, landscape rock, Desert Tan color, shall be used.
- e. Any weed barrier materials used must allow the percolation of standing water within 72 hours.
- f. When using rock 2" or larger, smaller rock shall be mixed in to fill in gaps between larger rock and hide the weed-barrier fabric from view, when weed-barrier is used.
- g. Boulders, Desert Tan color, shall be provided in the Planting Strips in the public ROW. Boulders shall be a mix of 1', 2' and 3', with the mix of sizes providing a more natural appearance.

Sec. 6.14 Irrigation

For all required plant material, an underground automatic irrigation system shall be provided in compliance with the requirements of this chapter and in compliance with the requirements of 30 Texas Administrative Code, Chapter 344, §§ 344.72—344.77, and as may be amended. When irrigation systems are provided, sustainable systems, such as low volume heads, drip irrigation, and other water efficiency methods are encouraged. Connect to "purple" pipe system separated from DCW if purple pipe is present.

Sec. 7.15 Stormwater Management

Sec. 6.1.A. General Standards

1. The objectives of the stormwater management standards are to reduce water quality impacts at receiving waters, enhance community character in support of compact development, and promote public health, safety, and welfare. The stormwater management standards include the following goals:
 - (a) Manage rainfall as close to where it falls as possible, approximating the natural pre-development hydrology (water quality and water quantity) by using natural, decentralized stormwater management practices that do not impede or negatively alter the historic flow of stormwater runoff.
 - (b) Establish watershed sensitive planning and design criteria at the neighborhood scale of development to support shared flood

control solutions.

- (c) Encourage incorporation of Light Imprint Best Management Practices (BMPs) at the block, street, and site scales of development, appropriate to land use context and site conditions.
2. A Stormwater Management System shall be developed to manage stormwater in each Neighborhood as a whole.
 3. Stormwater management shall be implemented within a Final Site Plan.
 4. Stormwater standards for individual Lots within the neighborhood can assist in meeting the standards of the neighborhood as a whole.
 5. All stormwater shall be managed in accordance with any applicable land development code.

Sec. 6.1.B. Light Imprint Storm Drainage Methods

1. Appendix A provides recommended stormwater management methods as outlined in the *Light Imprint Handbook*. These methods shall be utilized as the elements of the neighborhood stormwater strategy and the Final Site Plan detailed stormwater management plan. At least one of these methods shall be applied at the neighborhood, corridor, and Lot levels to implement the neighborhood stormwater strategy. Refer to the *Light Imprint Handbook* for comprehensive descriptions of each method and its application.
2. The Light Imprint stormwater management methods appropriate for use within the Civic Transect Zone shall be determined by the OTA on a site-by-site basis based on the use and character of each site.

Sec. 6.1.C. Design Criteria

1. Properly designed Pervious Paving shall be permitted and is encouraged to reduce stormwater runoff volume. Pervious Paving approaches may be technically infeasible where underlying soils are contaminated or other site constraints exist.
2. Green roofs shall be permitted for all building types.
3. Roof drains shall not outfall onto impervious pedestrian use areas and should instead be directed to underground storm drainage systems or a vegetated stormwater management system.
4. Irrigation systems are encouraged to first make use of all available surface stormwater runoff or other retained or detained stormwater as a water supply.
5. Bioretention systems, rain gardens, bioswales, tree filters, and other vegetated stormwater management systems are encouraged for treatment

of stormwater runoff from streets, parking lots, plazas, and other impervious surfaces. These vegetated stormwater management systems can include impermeable liners with underdrains to provide water quality treatment where infiltration is not technically feasible due to site contamination concerns.

6. Trees should be planted below the grade of the sidewalk and the street. Structural cells should be used for trees planted in tree wells, or in plazas or other paved areas, to ensure sufficient root space for healthy tree growth and to increase the stormwater management potential of the trees.
7. Special Detention Areas such as parking lots, rooftops (“blue roofs”), parks, plazas, and fields are areas primarily designated for other uses but that may be used for temporary infiltration and/or peak rate mitigation during storm events if the requirements herein are satisfied. Special Detention Areas shall be designed sensitive to land use context and public use requirements and the following conditions:
 - (a) Temporary storage areas must be located so that ponding will not significantly disrupt typical traffic (pedestrian/bicycle/vehicle) flow, and areas should be adequately sloped towards outlets to ensure complete drainage after storm events.
 - (b) Special Detention Areas shall be clearly identified as such and their use shall be restricted during and after storms.
 - (c) Emergency overflows shall be incorporated and designed to prevent excessive depths from occurring during extreme storm events or if the primary flow control structure/structures are clogged. In most cases, ponding depth shall not exceed 12 inches.
 - (d) Rooftop storage must consider structural support, HVAC requirements, waterproofing, emergency overflows, and all other building design considerations.
 - (e) Landscape or turf Special Detention Areas used for high-intensity public uses (community parks, athletic fields, greens, etc.) shall be located in areas of well-draining soils to guarantee public use is not compromised by excessively wet ground between rain events.

The preservation and conservation of natural areas and native habitats in and around the Horizon City TOD is important. Conservation areas may provide recreational activities. Native vegetation shall be retained in conservation areas except for limited clearing required for trails, boardwalks, agricultural fencing, supporting infrastructure and existing agricultural uses. These areas shall be maintained free of invasive exotic plant species.

Sec. 6.17 Installation

Landscape and irrigation systems shall be installed in accordance with the approved plan.

8. Minor modifications may be made to the landscape design (plant materials and irrigation system), by the landscape architect or designer, so long as the changes comply with the minimum standards applicable to this chapter.
9. Minor modifications shall be allowed within the landscape area as long as those changes do not affect the plant size or required quantity and that the irrigation changes do not affect the hydraulic integrity of the system.
10. Landscape installation shall be in substantial conformance with the approved plans. Significant alterations in the design or installation without appropriate plan amendment approval is subject to withholding of final inspection approval.
11. Installation shall be completed prior to the building final inspection.
12. An individual with a state irrigator, irrigation technician, master plumber, or journeyman plumber license shall be on the project site during all irrigation installation work to review and inspect all progress and aspects of the installation.

Sec. 6.18 Maintenance

1. Landscaping and irrigation shall be regularly and properly maintained to ensure healthy and vigorous plant material. The property owner is responsible for regular weeding, mowing of grass, irrigating, fertilizing, pest prevention, pruning and other maintenance of all plantings as needed. Trees may not be trimmed beyond national nursery standards for any reason.
2. Landscaping which dies shall be replaced by the owner with another living plant that is comparable to the existing plant or plant materials specified in the approved landscape plan as expeditiously as possible, but in any event no later than 60 days after notification from the City representative. The City representative may extend this time period up to an additional 30 days due to weather or due to events outside of the

Sec. 7.16 Environmental

Sec. 6.1.A. General Provisions

control of the property owner.

3. Maintenance and trimming of street trees and replacement of dead trees are the responsibility of the owner of the lot adjacent to or on which the trees are located. Street trees shall be maintained alive and healthy by the property owner of the lot adjacent the parkway or on which the tree is located.

IV. ADMINISTRATION

Sec. 6.19 Enforcement

1. Revocation of permit. Permits may be revoked in accordance with the provisions in the Horizon City Code.
2. Citations. Employees authorized by the City, to include but not be limited to the city development director and building official and their designees, and the code enforcement division, are authorized to enforce the provisions of this chapter and shall have the power to issue misdemeanor citations to any persons violating the provisions of this chapter.

Sec. 6.20 Appeals

When the City does not approve a landscape or irrigation plan, or the installation of these improvements, the owner or duly authorized representative may appeal in writing that decision. Where the unique characteristics of a particular lot are such that the landscape requirements cannot be met, the planning director or designee may waive up fifteen percent of the parking requirement below the minimum so that the minimum landscape requirement can be met or alternatively the missing landscape percentage can be waived. In cases where the property owner disagrees with the determination of the planning director or other designee of the city manager, the decision may be appealed in writing.

Sec. 6.21 Violations & Penalty

1. Civil and criminal penalties. The City shall have the power to administer and enforce the provisions of this chapter as may be required by governing law. Any person, firm, corporation or agent who shall violate a provision of this chapter, or fails to comply therewith, or with any of the requirements thereof, or who shall have erected, constructed, altered, repaired, installed, demolished or moved any landscaping or irrigation system, in violation of a detailed statement or drawing submitted and permitted under this chapter, is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of a provision in this

chapter is declared to be a nuisance.

2. Criminal prosecution. Any person violating any provision of this chapter shall, upon conviction, be fined a sum not exceeding two thousand dollars. Each day that a provision of this chapter is violated shall constitute a separate offense.
3. Civil remedies. Nothing in this chapter shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this chapter and to seek remedies as allowed by law, including, but not limited to the following:
 - a. Injunctive relief to prevent specific conduct that violates the ordinance or to require specific conduct that is necessary for compliance with the ordinance; and
 - b. A civil penalty up to five hundred dollars a day when it is shown that the defendant was actually notified of the provisions of the ordinance and after receiving notice committed acts in violation of the ordinance or failed to take action necessary for compliance with the ordinance; and
 - c. Other available relief.

Sec. 6.22 Severability

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this chapter.

Sec. 6.23 Rules

The following rules of construction shall apply:

- a. The singular number includes the plural and the plural the singular, unless the context clearly indicates the contrary.
- b. Words used in the present tense include the past and future tenses, and the future the present.
- c. The word 'shall' is always mandatory. The word 'may' is permissive.
- d. Words and terms not defined herein shall be interpreted in accord with Webster's Third New International Dictionary, Copyright 1986.

Sec. 6.24 Definitions

The following terms as used in this chapter shall be defined as follows:

1. 'Approved irrigator' means a Texas licensed irrigator.
2. 'Approved plant list' means the list of plants and shrubs included in these guidelines.
3. 'Automatic controller' means a mechanical, electrical or hybrid solid state timing device, capable of operating valve stations by set days of the week and the length of time of water application.

4. 'Backflow prevention device' means a safety device used to prevent pollution or contamination of the potable water supply due to the reverse flow of water from the irrigation system.
5. 'Berm, earthen' means an earthen mound designed to provide visual interest or screen undesirable views and decrease noise.
6. 'Caliper' means the measurement of the thickness of a tree; the minimum diameter of a tree as measured six inches above the grade for trees under four inches in diameter and twelve inches above grade for trees four inches in diameter and larger. For multiple trunk trees, the diameter shall be based on the caliper of the largest trunk plus half the caliper of the next three largest trunks.
7. 'Deciduous' means a plant that sheds its foliage annually.
8. 'Development' means all developments for parcels within the Horizon TOD area.
9. 'Director' means the city manager or designee.
10. 'Evergreen' means a plant with foliage that persists and remains green year round.
11. 'Finish grade' means the ground elevation in its final and finished state before any landscape is installed.
12. 'Frontage' means the property line where a parcel of land, lot, or site abuts a public right-of-way.
13. 'Frontage landscape buffer area' means the ten foot wide area from the public right-of-way line into the property, along the frontage street.
14. 'Grass'. See 'turf or turf grass.'
15. 'Gross building area' means the total enclosed area of a building exterior dimensions, excluding covered walkways or exterior fire escapes.
16. "Ground covering" means organic or inorganic material such as mulches and/or gravel used as ground covering.
17. 'Ground cover organic' means low growing plant material, other than turf grasses, installed in such a manner as to provide continuous cover of the ground surface.
18. 'Hardscape' means the use of solid non-organic materials such as rock or stone, concrete, asphalt, brick, or other similar type material.
19. 'Impervious soil' means soil which is extremely dense (cementitious sedimentary soil) through which water will not readily penetrate adding to potential stormwater runoff and consists of a rainfall coefficient of at least .95.
20. 'Impervious surfaces' means any surface such as roofing, solid surface plastic materials, solid surface oil-impregnated materials, concrete, asphalt, etc. through which water will not readily penetrate adding to potential stormwater runoff and consists of a rainfall coefficient of 1.0.
21. 'Landscapable area' means that area of the lot that is required by this chapter to be landscaped, to include the frontage landscape buffer used to meet the landscape requirements specified in this chapter. It does not include the parkway or the parking lot trees.
22. 'Landscaping' means the improvement of a section of ground by contouring the land and planting any combination of living plants, such as trees, shrubs, vines, groundcover or grass, natural features such as rock, stone, bark chips or shavings.
23. 'Median' means the area within the public right-of-way, which separates two opposite directions of traffic.
24. 'Mulch' means organic and/or inorganic material, which is placed, to prevent erosion, lower soil temperature and maintain soil moisture levels.
25. 'Official' means the building official or his designee.
26. 'Palm' means a long-lived plant of the family Palmae having a minimum eight feet unbranched clear trunk crowned by large pinnate or palmate leaves.
27. 'Parking lot' for the purposes of this chapter, 'parking lot' means any paved or unpaved area, not including a street or alley right-of-way, containing one or more parking spaces for motor vehicles, designed in accordance with the requirements of the Horizon City Code, and intended as an accommodation for patrons, customers, and employees, either with or without a charge for such accommodation.
28. 'Parking spaces' means those spaces for the parking of any vehicle excluding eighteen-wheel tractors and their trailers.
29. 'Parkway' means that area of street right-of-way between the property line and the curb or, in the absence of a curb, between the property line and the nearest edge of the street paving.
30. 'Permeable surfacing' means materials with a permeable base.
31. 'Plant, native or well-adapted' means a commercially grown or legally harvested plant material hardy to the natural conditions of the region, which once established is capable of sustaining growth without supplemental watering.
32. 'Plant material' means the required trees and other plants that are required to be installed.
33. 'Pond' means a depression in the soil intended to retain and/or detain both stormwater and all excess irrigation water.
34. 'Project' means a specific development which is subject to the requirements as stated herein.
35. 'Shrub' means a woody plant, deciduous or

- evergreen, generally multi-stemmed with small branches near the ground, and smaller growing than a tree.
36. 'Street oriented building' means the placement of a building on a lot such that its principal orientation is toward the street and the principal entrance is from the sidewalk. Street oriented buildings prohibit parking in any space between the sidewalk and the building.
37. 'Stormwater' means a buildup of naturally occurring precipitation (water), which falls on any parcel of land (site or watershed) of any given size.
38. 'Structure' for the purposes of this chapter, 'structure' means that which is built or constructed, an edifice or building of any kind, with four walls and a roof that encloses the interior space from the outside elements, or other artificially built or constructed work.
39. 'Swale' means a landscape design using a depressed earthen channel of any depth or width designed to direct or move water to or from ponds, other swales, channels, arroyos or other drainage conveyance.
40. 'Texas Licensed Irrigator' means a person who sells, designs, offers consultations regarding, installs, maintains, alters, repairs, services or supervises the installation of an irrigation system, including the connection of such system to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under Title 30, Texas Administrative Code, Chapter 30.
41. 'Tree, buffer' means a deciduous or evergreen tree having a minimum of two inches caliper and ten feet in height which is planted with the frontage landscape buffer area of the property along the street frontage.
42. 'Tree, parking lot' means a deciduous or evergreen tree having a minimum of two inches caliper and ten feet in height, which is capable of obtaining a minimum canopy, spread of twenty feet at maturity. Branching structure shall be maintained at a minimum height of seven feet above the sidewalk area ground, three feet from the trunk; which is installed and located in a parking lot.
43. 'Tree, project' means a deciduous or evergreen tree having a minimum of two inches caliper and ten feet in height, which is capable of obtaining a minimum canopy spread of twenty feet at maturity that is required based on calculations determined by the provisions of this chapter. Branching structure shall be maintained at a minimum height of seven feet above the sidewalk area ground, three feet from the trunk.
44. 'Tree, street' means a deciduous or evergreen tree growing within the parkway or median of a street having a minimum of three inches caliper and twelve feet in height.
45. 'Tree grate' means a barrier with parallel or crossed bars blocking a passage but allows for tree trunk diameter growth.
46. 'Tree well' means the basin where the root ball of the tree is planted.
47. 'Turf or turf grass' means a surface layer of soil bound by grass and its roots into a thick mat that requires regular maintenance, mowing and watering.
48. 'Unit of plant material' means one project deciduous or evergreen tree having a minimum caliper size of two inches and a minimum height of ten feet and a minimum of forty-five plants of five-gallon size, which are a minimum of twelve inches in height.
49. 'Unmanned facility' means a structure which does not require a certificate of occupancy and is not occupied by any persons.
50. 'Vehicular loading area' means a paved area designed to accommodate the maneuvering, loading and unloading and parking of commercial vehicles having a length of less than twenty-seven feet.
51. 'Vehicular use area' means any area, excluding public rights-of-way, used for the purpose of driving, maneuvering, parking, storing or display of motor vehicles and other parking lot uses.
52. 'Visibility triangle' means the area formed by the intersecting property lines and a diagonal line joining the property lines at the points twenty feet from their intersection on the corner lot at the intersecting corner.
53. 'Water harvesting' means the process of intercepting irrigation or stormwater from a surface such as a roof, parking area or land surface and putting it to beneficial use thereby reducing runoff and making maximum use of irrigation and rain water.
54. 'Weed barrier' means a porous overlay material used beneath mulch materials to reduce the germination and growth of unwanted plant material while allowing the percolation of water.

Appendix A

LIGHT IMPRINT STORM DRAINAGE	T3: SUB-URBAN	T4: URBAN	T5: MIXED USE CENTER	C: CIVIC
PAVING				
COMPACTED EARTH	■			
WOOD PLANKS	■			
PLASTIC MESH/GEOMAT	■	■		
CRUSHED STONE/SHELL	■	■		
CAST/PRESSED CONCRETE PAVER BLOCK	■	■	■	■
GRASSED CELLULAR PLASTIC	■	■	■	■
GRASSED CELLULAR CONCRETE	■	■	■	■
PREVIOUS ASPHALT	■	■	■	■
ASPHALT	■	■	■	■
CONCRETE	■	■	■	■
PERVIOUS CONCRETE	■	■	■	■
STAMPED ASPHALT	■	■	■	■
STAMPED CONCRETE	■	■	■	■
PEA GRAVEL		■	■	■
STONE/MASONRY PAVING BLOCKS		■	■	■
WOOD PAVING BLOCKS ON CONCRETE			■	■
ASPHALT PAVING BLOCKS			■	■
CHANNELING				
NATURAL CREEK				
TERRACING	■			
VEGETATIVE SWALE	■			
DRAINAGE DITCH	■			
STONE/RIP RAP CHANNELS	■	■		
VEGETATIVE/STONE SWALE	■	■	■	■
GRASSED CELLULAR PLASTIC	■	■	■	■
GRASSED CELLULAR CONCRETE	■	■	■	■
SOAKAWAY TRENCH	■	■	■	■
SLOPE AVENUE	■	■	■	■
FRENCH DRAIN	■	■	■	■
SHALLOW CHANNEL FOOTPATH/RAINWATER CONVEYOR	■	■	■	■
CONCRETE PIPE	■	■	■	■
GUTTER	■	■	■	■
PLANTING STRIP TRENCH	■	■	■	■
MASONRY TROUGH		■	■	■
CANAL		■	■	■

PRELIMINARY DRAFT FOR REVIEW

LIGHT IMPRINT STORM DRAINAGE	T3: SUB-URBAN	T4: URBAN	T5: MIXED USE CENTER	C: CIVIC
SCULPTED WATERCOURSE, I.E. CASCADES			■	■
CONCRETE TROUGH			■	■
ARCHIMEDEAN SCREW			■	■
STORAGE				
IRRIGATION POND	■			
RETENTION BASIN WITH SLOPING BANK	■			
RETENTION BASIN WITH FENCE	■	■		
RETENTION HOLLOW	■	■		
DETENTION POND	■	■		
VEGETATIVE PURIFICATION BED	■	■	■	■
FLOWING PARK	■	■	■	■
RETENTION POND	■	■	■	■
LANDSCAPED TREE WELL		■	■	■
POOL/FOUNTAIN		■	■	■
UNDERGROUND VAULT/PIPE/CISTERN		■	■	■
GRATED TREE WELL			■	■
UNDERGROUND WAUL/PIPE/CICTERN-PLASTIC			■	■
PAVED BASIN			■	■
FILTRATION				
WETLAND/SWAMP				
FILTRATION PONDS				
SHALLOW MARSH	■			
SURFACE LANDSCAPE	■			
NATURAL VEGETATION	■	■	■	■
CONSTRUCTED WETLAND	■			
BIO-RETENTION SWALE	■	■		
PURIFICATION BIOTYPE	■	■	■	■
GREEN FINGER	■	■	■	■
ROOF GARDEN	■	■		
RAIN GARDEN	■	■		
DETENTION POND	■	■		
GRASSED CELLULAR PLASTIC	■	■		
GRASSED CELLULAR CONCRETE	■	■		
WATERSCAPES		■	■	■

Appendix B

TOD APPROVED PLANT LIST				
SCIENTIFIC NAME	COMMON NAME	STREET / BUFFER TREE	PROJECT TREE	PARKING LOT TREE
LARGE TREES (50' OR MORE)				
CALOCEDRUS DECURRENS	INCENSE CEDAR SELECTIONS	NO	YES	NO
CARYA ILLINOENSIS	PECAN	NO	YES	NO
CEDRUS DEODARA	DEODAR CEDAR	NO	YES	NO
CUPRESSUS SEMPERVIRENS	ITALIAN CYPRESS	NO	NO	NO
FRAXINUS TEXENSIS	TEXAS ASH	NO	YES	YES
GYMNOCLADUS DIOICUS	KENTUCKY COFFEE TREE	NO	YES	NO
JUGLANS ARIZONICA	ARIZONA WALNUT	NO	YES	YES
MACLURA POMIFERA	OSAGE ORANGE	YES	YES	NO
PINUS ELДАРICA	AFGHAN, MONDEL PINE	YES	YES	YES
PINUS ENGLEMANIA	APACHE PINE	YES	YES	NO
PINUS HALEPENSIS	ALEPPO PINE	YES	YES	YES
PINUS PINEA	ITALIAN STONE PINE	YES	YES	YES
PINUS ROXBURGHII	CHIR PINE	YES	YES	YES
PLATANUS WRIGHTII	ARIZONA SYCAMORE	NO	YES	NO
POPULUS DELTOIDES	COTTONWOOD	NO	YES	NO
POPULUS FREMONTII	ARIZONA COTTONWOOD	NO	YES	NO
QUERCUS AGRIFOLIA	COASTAL OAK	YES	YES	YES
QUERCUS LOBATA	VALLEY OAK	YES	YES	YES
QUERCUS MACROCARPA	BUR OAK	NO	YES	YES
QUERCUS MUHLENBERGII	CHINQUAPIN OAK	YES	YES	YES
QUERCUS POLYMORPHA	MEXICAN WHITE OAK	YES	YES	YES
TAXODIUM MUCRONATUM	MONTEZUMA CYPRESS	NO	YES	YES
WASHINGTONIA FILIFERA	CALIFORNIA FAN PALM	NO	CLUSTERED ONLY	CLUSTERED ONLY
WASHINGTONIA ROBUSTA	MEXICAN FAN PALM	NO	CLUSTERED ONLY	CLUSTERED ONLY
MEDIUM TREES (BETWEEN 30' AND 49')				
ACACIA STENOPHYLLA	SHOESTRING ACACIA	NO	YES	YES
ACER GRANDIDENTATUM	BIGTOOTH MAPLE	NO	YES	NO
BRAHEA ARMATA	MEXICAN BLUE PALM	NO	CLUSTERED ONLY	NO

CEDRUS ATLANTICA	BLUE ATLAS CEDAR	NO	YES	NO
CELTIS LAEVIGATA VAR. LAEVIGATA	HACKBERRY OR SUGARBERRY	YES	YES	YES
CUPRESSUS ARIZONICA (C. GLABRA)	ARIZONA CYPRESS SELECTIONS	YES	YES	NO
CUPRESSOCYPARIS LEYLANDII	LEYLAND CYPRESS	YES	YES	NO
FRAXINUS ANGUSTIFOLIA (F. OXYCARPA)	RAYWOOD ASH	YES	YES	YES
FRAXINUS VELUTINA	ARIZONA OR VELVET ASH SELECTIONS	NO	YES	YES
GLEDITSIA TRIACANTHOS INERMIS	THORNLESS HONEYLOCUST SELECTIONS	NO	YES	NO
JUGLANS MICROCARPA	NOGALITO, LITTLE LEAF WALNUT	YES	YES	YES
JUNIPERUS SCOPULORUM	ROCKY MOUNTAIN JUNIPER SELECTIONS	YES	YES	NO
JUNIPERUS VIRGINIANA	EASTERN RED CEDAR SELECTIONS	YES	YES	NO
PHOENIX DACTYLIFERA	DATE PALM	NO	CLUSTERED ONLY	CLUSTERED ONLY
PINUS CEMBROIDES	MEXICAN PINYON PINE	YES	YES	NO
PISTACIA ATLANTICA	MT. ATLAS PISTACHE	YES	YES	YES
PISTACIA CHINENSIS	CHINESE PISTACHE SELECTIONS	YES	YES	YES
PROSOPIS GLANDULOSA VAR. GLANDULOSA	HONEY MESQUITE	YES	YES	YES
PRUNUS SEROTINA	SOUTHWESTERN CHOKE CHERRY	NO	YES	NO
QUERCUS ARIZONICA	ARIZONA WHITE OAK	YES	YES	YES
QUERCUS BUCKLEYI	TEXAS RED OAK, SPANISH OAK	YES	YES	YES
QUERCUS FUSIFORMIS	ESCARPMENT LIVE OAK	YES	YES	YES
QUERCUS GRAVESII	CHISOS RED OAK	YES	YES	YES
QUERCUS GRISEA	GRAY OAK	YES	YES	YES
QUERCUS LACEYI	LACEY OAK	YES	YES	YES
QUERCUS SUBER	CORK OAK	YES	YES	YES
QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	YES	YES	YES
ROBINIA X AMBIGUA	PINK/PURPLE LOCUST	YES	YES	NO

PRELIMINARY DRAFT FOR REVIEW

SALIX GOODINGII	GOODING WILLOW	NO	YES	NO
SAPINDUS SAPONARIA VAR. DRUMMONDII	WESTERN SOAPBERRY	YES	YES	YES
SOPHORA JAPONICA	JAPANESE PAGODA TREE	NO	YES	YES
ULMUS CRASSIFOLIA	CEDAR ELM	YES	YES	YES
ULMUS PARVIFLORA	LACEBARK ELM	YES	YES	YES
SMALL TREES (LESS THAN 30')				
ACACIA FARNESIANA (A. SMALLII)	SWEET ACACIA	YES	YES	NO
ACACIA GREGGII (A. WRIGHTII)	CATCLAW ACACIA	NO	YES	NO
ARBUTUS XALAPENSIS	TEXAS MADRONE	NO	NO	NO
BUMELIA LANUGINOSA	CHITTAMWOOD, GUM BUMELIA	YES	YES	NO
CELTIS LAEVIGATA VAR. RETICULATA	NETLEAF OR CANYON HACKBERRY	YES	YES	YES
CERCIS CANADENSIS VAR. MEXICANA	MEXICAN REDBUD	YES	YES	NO
CERCIS CANADENSIS VAR. TEXANA	TEXAS REDBUD	YES	YES	NO
CHAMAEROPS HUMILIS	MEDITERRANEAN FAN PALM	NO	CLUSTERED ONLY	CLUSTERED ONLY
CHILOPSIS LINEARIS	DESERT WILLOW	YES	YES	YES
CORDIA BOSSERII	MEXICAN OLIVE	YES	YES	NO
COTINUS COGGYGRIA	SMOKETREE	NO	YES	NO
DIOSPYROS TEXANA	TEXAS PERSIMMON	NO	YES	NO
FRAXINUS CUSPIDATA	FRAGRANT ASH	NO	YES	NO
JUNIPERUS CHINENSIS 'BLUE POINT'	BLUE POINT JUNIPER	NO	YES	NO
JUNIPERUS DEPPEANA	ALLIGATOR JUNIPER	YES	YES	NO
JUNIPERUS MONOSPERMA	ONE-SEEDED JUNIPER	YES	YES	NO
KOELREUTERIA PANICULATA	GOLDEN RAIN TREE	NO	YES	YES
LEUCEANA RETUSA	GOLDENBALL LEADTREE	YES	YES	NO
PARKINSONIA X CERCIDIUM "DESERT MUSEUM"	PALO VERDE HYBIRDS	YES	YES	YES
PARKINSONIA FLORIDUM	BLUE PALO VERDE	YES	YES	YES
PARKINSONIA MICROPHYLLUM	FOOTHILLS PALO VERDE	YES	YES	YES
PINUS EDULIS	PINYON PINE	NO	YES	NO
PINUS THUNBERGIANA	JAPANESE BLACK PINE	NO	YES	NO
PISTACIA MEXICANA (P. TEXANA)	TEXAS PISTACHE	YES	YES	NO

PROSOPIS GLANDULOSA VAR. TORREYANA	TORREY MESQUITE	YES	YES	NO
PROSOPIS PUBESCENS	SCREWBEAN MESQUITE	YES	YES	NO
PRUNUS MEXICANA	MEXICAN PLUM	YES	YES	NO
QUERCUS GAMBELII	GAMBEL'S OAK	YES	YES	NO
QUERCUS ILEX	HOLLY OAK	YES	YES	YES
QUERCUS OBLONGIFOLIA	MEXICAN BLUE OAK	YES	YES	NO
QUERCUS PUNGENS (Q. VASEYI)	SANDPAPER OAK	YES	YES	NO
RHUS LANCEOLATA	PRAIRIE FLAMELEAF SUMAC	YES	YES	NO

SHRUBS	
ABELIA GRANDIFLORA	GLOSSY ABELIA
ACACIA BERLANDIERI	GUAJILLO
ACACIA CONSTRICTA	WHITETHORN ACACIA
ACACIA RIGIDULA	BLACKBRUSH ACACIA
ALOYSIA GRATISSIMA (A. LYCIOIDES)	WHITE BEEBRUSH
AMORPHA FRUTICOSA	FALSE INDIGO BUSH
ANISACANTHUS QUADRIFIDUS VAR. WRIGHTII	FLAME ACANTHUS
ANISACANTHUS THURBERI	DESERT HONEYSUCKLE
ARTEMISIA FILIFOLIA	SAND SAGEBRUSH
ATRIPLEX CANESCENS	FOUR-WING SALTBUCH
BAUHINIA LUNARIOIDES (B. CONGESTA)	ANACACHO ORCHID TREE
BERBERIS HAEMATOCARPA	RED BARBERRY
BERBERIS THUNBERGII 'ATROPURPUREA'	RED-LEAF JAPANESE BARBERRY
BERBERIS TRIFOLIOLATA	ALGERITA, AGARITO
BUDDLEJA DAVIDII	BUTTERFLY BUSH
BUDDLEJA MARRUBIIFOLIA	WOOLLY BUTTERFLY BUSH
CAESALPINIA GILLIESII	DESERT BIRD-OF-PARADISE
CAESALPINIA MEXICANA	MEXICAN BIRD-OF-PARADISE
CAESALPINIA PULCHERRIMA	RED BIRD-OF-PARADISE
CALLIANDRA ERIOPHYLLA	FAIRY DUSTER
CALLIANDRA X HYBRID "RED STAR"	RED FAIRY DUSTER HYBRID
CERCOCARPUS LEDIFOLIUS	CURLLEAF MT. MAHOGANY
CERCOCARPUS MONTANUS	MOUNTAIN MAHOGANY
CHRYSACTINIA MEXICANA	DAMIANITA
CORDIA PARVIFOLIA	LITTLELEAF CORDIA
COTONEASTER LACTEUS "PARNEYI"	RED CLUSTERBERRY
DALEA BICOLOR V. BICOLOR	BLUE DALEA
DALEA FRUTESCENS	BLACK DALEA
DALEA LUTEA	YELLOW DALEA
DALEA PULCHRA	INDIGO BUSH
DALEA VERSICOLOR VAR. SESSILIS	WISLIZENII DALEA
ELAEAGNUS PUNGENS	SILVERBERRY
ERICAMERIA LARICIFOLIA	TURPENTINE BUSH
ERICAMERIA NAUSEOUS (CHRYSOTHAMNUS NAUSEOUS)	RUBBER RABBITBUSH
ERIOGONUM FASCICULATUM	FLATTOP BUCKWHEAT

PRELIMINARY DRAFT FOR REVIEW

SAMBUCUS NIGRA	MEXICAN ELDER	NO	YES	NO
ERGOENIUM WRIGHTII		WRIGHT'S BUCKWHEAT		
(SAMBUCUS MEXICANUS) EUNYMIUS JAPONICA		EVERGREEN EUNYMIUS		
VITEX AGNUS-CASTUS	VITEX/CHASTE TREE	SELECTIONS	YES	NO
EYSENHARDTIA ORTHOCARPA		ARIZONA KIDNEYWOOD		
ZIZYPHUS JUJUBA	CHINESE DATE	YES	YES	NO
EYSENHARDTIA TEXANA	TREE OR JUJUBE	TEXAS KIDNEYWOOD		
PALLUGIA PARADOXA		APACHE PLUME		
FEIJOA SELLOWIANA		PINEAPPLE GUAVA		
FENDLERA RUPICOLA		CLIFF FENDLERBUSH		
FORESTIERA PUBESCENS (F. NEOMEXICANA)		NEW MEXICO PRIVET		
FRAXINUS GREGGI		LITTLELEAF ASH		
ILEX VOMITORIA		YAUPON HOLLY SELECTIONS		
JUNIPERUS CHINENSIS		CHINESE JUNIPER SELECTIONS		
KRASCHENINNIKOVIA LANATA (CERATOIDES LANATA)		WINTERFAT		
LAGERSTROEMIA INDICA		CREPE MYRTLE		
LANTANA CAMARA		BUSH LANTANA		
LANTANA HORRIDA		TEXAS LANTANA		
LARREA TRIDENTATA		CREOSOTE BUSH		
LEUCOPHYLLUM CANDIDUM		SILVER LEAF SELECTIONS		
LEUCOPHYLLUM FRUTESCENS		TEXAS SAGE SELECTIONS		
LEUCOPHYLLUM LAEVIGATUM		CHIHUAHUAN RAIN SAGE		
LEUCOPHYLLUM LANGMANIAE		CINNAMON SAGE SELECTIONS		
LEUCOPHYLLUM PRUINOSUM		FRAGRANT SAGE		
LEUCOPHYLLUM REVOLTUM		CURL LEAF SAGE		
LEUCOPHYLLUM ZYGOPHYLLUM		BLUE RANGER		
LONICERA ALBIFLORA		WHITE HONEYSUCKLE		
MIMOSA DYSOCARPA		VELVETPOD MIMOSA		
NANDINA DOMESTICA		HEAVENLY BAMBOO		
NERIUM OLEANDER		OLEANDER SELECTIONS		
PARTHENIUM INCANUM		MARIOLA		
PHILADEPHUS MICROPHYLLA		LITTLE LEAF MOCK ORANGE		
PLATYCLADUS ORIENTALIS (THUJA ORIENTALIS)		ORIENTAL ARBORVITAE		
POLIOMINTHA MADERENSIS		LAVENDER SPICE		
POLIOMINTHA INCANA		DESERT ROSEMARY		
PRUNUS TRILOBA		FLOWERING ALMOND		
PTELEA TRIFOLIATA		HOP TREE		
PUNICA GRANATUM		POMEGRANATE SELECTIONS		
PURSHIA MEXICANA (COWANIA MEXICANA)		CLIFFROSE		
PYRACANTHA SPECIES		PYRACANTHA SELECTIONS		
QUERCUS TURBINELLA		SHRUB OAK		
RAPHIOLEPIS INDICA		INDIAN HAWTHORNE SELECTIONS		
RHUS GLABRA		SMOOTH SUMAC		
RHUS MICROPHYLLA		LITTLELEAF SUMAC		
RHUS OVATA		SUGAR BUSH		
RHUS TRILOBATA		THREELEAF SUMAC SELECTIONS		
RHUS VIRENS (R. CHORIOPHYLLA)		EVERGREEN SUMAC		
ROSA BANKSIAE		LADY BANK'S ROSE		
ROSMARINUS OFFICINALIS		ROSEMARY		
SALVIA CLEVELANDII		CHAPARRAL SAGE		
SALVIA GREGGII		AUTUMN SAGE SELECTIONS		
SALVIA MICROPHYLLA		BABY SAGE SELECTIONS		

SANTOLINA CHAMAECYPARISSUS (S. INCANA)	GREY LAVENDER COTTON
SANTOLINA ROSMARINIFOLIA (S. VIRENS)	GREEN LAVENDER COTTON
SENNA ARTEMISIOIDES (CASSIA ARTEMISIOIDES)	FEATHER SENNA
SENNA LINDHEIMERIANA (CASSIA LINDHEIMERIANA)	VELVET-LEAF SENNA
SENNA NEMOPHILA (CASSIA NEMOPHILA)	DESERT SENNA
SENNA WISLIZENII (CASSIA WISLIZENII)	SHRUBBY SENNA
SOPHORA SECUNDIFLORA	TEXAS MOUNTAIN LAUREL
SPARTIUM JUNCEUM	SPANISH BROOM
TECOMA STANS VAR. ANGUSTATA	YELLOW BELLS
TECOMA X ALATA	ORANGE JUBILEE
TRACHYCARPUS FORTUNEI	WINDMILL PALM
TRIXIS CALIFORNICA	TRIXIS
UNGNADIA SPECIOSA	MEXICAN BUCKEYE
VAUQUELINIA CALIFORNICA	ARIZONA ROSEWOOD
VAUQUELINIA CORYMBOSA V. HETERODON	MEXICO ROSEWOOD
VAUQUELINIA CORYMBOSA V. AUGUSTIFOLIA	CHISOS ROSEWOOD
VIGUIERA STENOLOBA	SKELETON LEAF
ZIZYPHUS OBTUSIFOLIA	GRAYTHORN
ACCENT PLANTS	
AGAVE SPECIES	CENTURY PLANT SELECTIONS
DASYLIRION SPECIES	SOTOL SELECTIONS
EPHEDRA SPECIES	JOINT FIR, MORMON TEA SELECTIONS
EUPHORBIA ANTISYPHILITICA	CANDELLIA
EUPHORBIA MYRSIRITES	BLUE SPURGE
EUPHORBIA RIGIDA (E. BIGLANDULOSA)	GOPHER PLANT
HECTIA TEXANA	FALSE AGAVE
HESPERALOE SPECIES	FALSE YUCCA SELECTIONS
JATROPHA DIOICA	LEATHERSTEM
NOLINA SPECIES	BEARGRASS SELECTIONS
OPUNTIA SPECIES	PRICKLEY PEAR, CHOLLA SELECTIONS
YUCCA SPECIES	YUCCA SELECTIONS
ORNAMENTAL GRASSES	
ARISTIDA PURPUREA	PURPLE THREEAWN
BOUTELOUA SPECIES	GRAMA GRASSES
MUHLENBERGIA SPECIES	MUHLEY GRASS SELECTIONS
NASSELLA TENNUISSIMA (STIPA TENNUISSIMA)	FEATHER GRASS
ORYZOPSIS HYMENOIDES	INDIAN RICE GRASS
PANICUM VIRGATUM	SWITCH GRASS SELECTIONS
PENNISETUM SETACEUM "RUBRUM"	RED / PURPLE FOUNTAIN GRASS
SCHIZACHRIUM SCOPARIUM	LITTLE BLUESTEM
SPOROBOLUS WRIGHTII	GIANT SACATON
TURF GRASSES	
BUCHLOE DACTYLOIDES	BUFFALOGRASS SELECTIONS
CYNODON DACTYLON	HYBRID BERMUDAGRASS SELECTIONS

PRELIMINARY DRAFT FOR REVIEW

LOLIUM PERENNE	PERENNIAL RYE GRASS SELECTIONS
POA ARACHNIFERA	TEXAS BLUEGRASS
ZOYSIA SPECIES	ZOYSIA TURF SELECTIONS
GROUND COVERS	
ACACIA REDOLENS	PROSTRATE ACACIA
ACALYPHA MONOSTACHYA	COPPERLEAF
ARTEMISIA LUDOVICIANA	WHITE OR PRAIRIE SAGEBRUSH
BACCHARIS PILULARIS	COYOTE BUSH
BACCHARIS PILULARIS X SAROTHOIDES	DWARF COYOTE BUSH HYBRIDS
CARPOBROTUS CHILENSIS	CALIFORNIA ICE PLANT
CARPOBROTUS EDULIS	COMMON ICE PLANT
COTONEASTER GLAUCOPHYLLUS	GREY LEAFED COTONEASTER
COTONEASTER HORIZONTALIS	ROCK COTONEASTER
DALEA CAPITATA	LEMON DALEA
DALEA GREGGII	PROSTRATE OR TRAILING INDIGO BUSH
DELOSPERMA COOPERI	HARDY ICE PLANT
DELOSPERMA NUBIGENUM	HARDY YELLOW ICEPLANT
DICHONDRA ARGENTA	SILVER PONYFOOT
DROSANTHEMUM SPECIOSUM	ICE PLANT
GAZANIA RIGENS LEUCOLAENA	TRAILING GAZANIA
GLANDULARIA RIGIDA (VERBENA RIGIDA)	SANDPAPER VERBENA
GLANDULARIA PULCHELLA (VERBENA TENUISECTA)	MOSS VERBENA
JUNIPERUS HORIZONTALIS	JUNIPER GROUNDCOVER SELECTIONS
JUNIPERUS SABINA	JUNIPER GROUNDCOVER SELECTIONS
LANTANA MONTEVIDENSIS	TRAILING PURPLE
LANTANA X	LANATANA HYBRIDS
MAHONIA REPENS	CREEPING MAHONIA
MALEPORA CROCEA	RED ICEPLANT
MALEPORA LUTEA	YELLOW ICE PLANT
MARSILEA MACROPODA	FERN CLOVER
MIRABILIS MULTIFLORA	GIANT FOUR O'CLOCK
OENOTHERA SPECIOSA	MEXICAN PRIMROSE
OENOTHERA STUBBEI	BAJA EVENING PRIMROSE
PHYLA NODIFLORA VAR. INCISA	FROGFRUIT
TEUCRIUM X LUCIDRYS (T. CHAMADRYIS)	GERMANDER
TRACHELOSPERMUM JASMINOIDES	STAR JASMINE
TRACHELOSPERMUM ASIATICUM	ASIAN JASMINE
VINCA MAJOR	PERIWINKLE
VINCA MINOR	DWARF PERIWINKLE
ZINNIA GRANDIFLORA	PLAINS ZINNIA, ROCKY MOUNTAIN ZINNIA
VINES	
ANTIGONON LEPTOPUS	CORAL VINE
CAMPSIS RADICANS	TRUMPET VINE
CISSUS TRIFOLIATA	ARIZONA GRAPE IVY
CLEMATIS DRUMMONDII	DESERT CLEMATIS
CLEMATIS LINGUSTICIFOLIA	WESTERN VIRGIN'S BOWER
FALLOPIA AUBERTII (POLYGONUM AUBERTII)	SILVER LACE VINE
GELSEMIUM SEMPERVIRENS	CAROLINA JESSAMINE

HEDERA SPECIES	IVY SELECTIONS
LONICERA JAPONICA	JAPANESE HONEYSUCKLE SELECTIONS
LONICERA SEMPERVIRENS	CORAL HONEYSUCKLE
MACFADYENA UNGUIS-CATI	YELLOW CATCLAW VINE
MASCAGNIA LILACINA	PURPLE ORCHID VINE
PARTHENOCISSUS INSERTA	WOODBINE
PARTHENOCISSUS QUINQUEFOLIA	VIRGINIA CREEPER
WISTERIA SINENSIS	CHINESE WISTERIA
COLOR PERENNIALS	
AGAPANTHUS AFRICANUS	LILY OF THE NILE
ALLIUM TUBEROSUM	GARLIC CHIVES
AQUILEGIA CHRYSANTHA	GOLDEN COLUMBINE
ARTEMISIA SCHMIDTIANA 'SILVERMOUND'	SILVERMOUND
ARTEMISIA X 'POWIS CASTLE'	ARTEMISIA HYBRID
ASCLEPIAS TUBEROSA	BUTTERFLY WEED
BAILEYA MULTIRADIATA	DESERT MARIGOLD
BERLANDIERA LYRATA	CHOCOLATE DAISY
BULBINE FRUTESCENS	BULBINE
CALLIRHOE INVOLUCRATA	WINECUPS
CALYLOPHUS HARTWEGII	SUN DROPS
CENTAUREA CINERARIA	DUSTY MILLER
CONOCLINIUM GREGGII (EUPATORIUM GREGGII)	BLUE MIST FLOWER
COREOPSIS LANCEOLATA	COREOPSIS
ECHINACEA PURPUREA	PURPLE CONEFLOWER
ENGELMANNIA PERISTENIA	CUTLEAF DAISY
EPILOBIUM LATAFOLIUM (ZAUSCHNERIA LATAFOLIUM)	HUMMINGBIRD TRUMPET
ERYSIMUM HIERACIFOLIUM	SIBERIAN WALLFLOWER
GAILLARDIA ARISTATA	BLANKET FLOWER SELECTIONS
GAURA LINDHEIMERI	GAURA
GAZANIA X HYBRIDS	CLUMPING GAZANIA
GLANDULARIA GOODINGII (VERBENA GOODINGII)	GOODING VERBENA
HELIANTHUS MAXIMILIANI	MAXIMILIAN SUNFLOWER
HEMEROCALLIS SPECIES	DAYLILY SELECTIONS
HIBISCUS COULTERI	YELLOW DESERT MALLOW
IRIS SPECIES	IRIS SELECTIONS
LIATRIS PUNCTATA	GAYFEATHER
LINUM LEWISII	BLUE FLAX
LOBELIA CARDINALIS	CARDINAL FLOWER
LOBELIA LAXIFOLIA	LOOSE-FLOWERED LOBELIA
MALVAVISCUS DRUMMONDII (M. ARBOREUS)	TURK'S CAP
MELAMPODIUM LEUCANTHUM	BLACKFOOT DAISY
MENDORA LONGIFLORA	SHOWY MENDORA
MONARDA FISTULOSA VAR. MENTHIFOLIA	BEEBALM OR BERGAMOT
NIEREMBERGIA HIPPOMANICA	CUP FLOWER
OENOTHERA CAESPITOSA	TUFTED EVENING PRIMROSE
OENOTHERA MACROPODA (O. MISSOURIENSIS)	MISSOURI EVENING PRIMROSE
PAVONIA HASTATA	PINK PAVONIA
PAVONIA LASIOPETALA	ROSE PAVONIA
PENSTEMON AMBIGUUS	SAND OR PLAINS PENSTEMON

PRELIMINARY DRAFT FOR REVIEW

PENSTEMON AMPHELLOREA	MEXICAN PENSTEMON
PENSTEMON BACCHARIFOLIUS	ROCK PENSTEMON
PENSTEMON BARBATUS	SCARLET BUGLER
PENSTEMON CARDINALIS	CARDINAL PENSTEMON
PENSTEMON EATONII	FIRECRACKER PENSTEMON
PENSTEMON HAVARDII	HARVARD PENSTEMON
PENSTEMON PALMERI	PALMERS PENSTEMON
PENSTEMON PARRYI	PARRY'S PENSTEMON
PENSTEMON PSEUDOSPECTABILIS	CANYON PENSTEMON
PENSTEMON SUPERBUS	SUPERB PENSTEMON
PENSTEMON THURBERI	THURBERS PENSTEMON
PENSTEMON TRIFLORUS	HILL COUNTRY PENSTEMON
PENSTEMON WRIGHTII	WRIGHT'S PENSTEMON
PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE
PLUMBAGO AURICULATA	CAPE PLUMBAGO
PLUMBAGO SCANDENS	WHITE PLUMBAGO
PSILOSTROPHE TAGETINA	PAPER FLOWER
RATIBIDA COLUMNARIS	MEXICAN HAT OR CONEFLOWER
SALVIA CHAMAEDRYOIDES	MEXICAN BLUE SAGE
SALVIA FARINACEAE	MEALY BLUE SAGE
SALVIA LEUCANTHA	MEXICAN SAGE
SALVIA ROEMERIANA	CEDAR SAGE
SCUTELLARIA SUFFRUTESCENS	PINK SKULLCAP
SENECIO FLACCIDA	THREADLEAF GROUNDSEL
SPHAERALCEA AMBIGUA	GLOBE MALLOW
STACHYS COCCINEA	SCARLET HEDGENETTLE

DIVISION 7: IRRIGATION STANDARDS

Sec. 7.1 Title

This Chapter shall be known as the Irrigation Ordinance for the Horizon City TOD.

Sec. 7.2 Valid License Required

Any person who connects an irrigation system to the water supply within the TOD area, must hold a valid license, as defined by Title 30, Texas Administrative Code, Chapter 30 and required by Chapter 1903 of the Texas Occupations Code, or as defined by Chapter 365, Title 22 of the Texas Administrative Code and required by Chapter 1301 of the Texas Occupations Code.

Exemptions:

A property owner is not required to be licensed in accordance with Texas Occupations Code, Title 12, §1903.002(c)(1) if he or she is performing irrigation work in a building or on a premises owned or occupied by the person as the person's home. A home or property owner who installs an irrigation system must meet the standards contained in Title 30, Texas Administrative Code, Chapter 344 regarding spacing, water pressure, spraying water over impervious materials, rain or moisture shut-off devices or other technology, backflow prevention and isolation valves.

Sec. 7.3 Permit Required

Any person installing an irrigation system within the TOD area is required to obtain a permit from the city. Any plan approved for a permit must be in compliance with the requirements of this chapter. For all projects in the TOD area, these guidelines shall apply and the normal city of Horizon landscape and irrigation shall not apply.

Sec. 7.4 Backflow Prevention Methods and Devices

1. Any irrigation system that is connected to the potable water supply must be connected through a backflow prevention method approved by the Texas Commission on Environmental Quality (TCEQ). The backflow prevention device must be approved by the American Society of Sanitary Engineers; or the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California; or the International Plumbing Code; or any other laboratory that has equivalent capabilities for both the laboratory and field evaluation of backflow prevention assemblies. The backflow prevention device must be installed in accordance with the laboratory approval standards or if the approval does not include specific installation information, the manufacturer's current published

recommendations. As an example, a FEBCO 825Y may be used for commercial projects and a FEBCO 765Y may be used for residential projects.

2. If conditions that present a health hazard exist, one of the following methods must be used to prevent backflow;
 - a. Reduced pressure principle backflow prevention assemblies may be used if:
 - (1) the device is installed at a minimum of 12 inches above ground in a location that will ensure that the assembly will not be submerged; and
 - (2) drainage is provided for any water that may be discharged through the assembly relief valve.
 - b. Pressure vacuum breakers may be used if:
 - (1) no back-pressure condition will occur; and
 - (2) the device is installed at a minimum of 12 inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler.
3. Backflow prevention devices used in applications designated as health hazards must be tested upon installation and annually thereafter.
4. If an existing irrigation system without a backflow-prevention assembly requires major maintenance, alteration, repair or service, the system must be connected to the potable water supply through an approved, properly installed backflow prevention method before any major maintenance, alteration, repair or service is performed.
5. If an irrigation system is connected to a potable water supply through a pressure vacuum breaker or reduced pressure principle backflow assembly and includes an automatic master valve on the system, the automatic master valve must be installed on the discharge side of the backflow prevention assembly.
6. The irrigation shall ensure the backflow prevention device is tested by a licensed Backflow Prevention Assembly Tester prior to being placed in service and the test results provided to the local water purveyor and the irrigation system's owner or owner's representative within ten business days of testing of the backflow prevention device

Sec. 7.5 Specific Conditions and Cross-Connection Control

206. Before any chemical is added to an irrigation system connected to the potable water supply, the irrigation

system must be connected through a reduced pressure principle backflow prevention assembly or air gap.

2. Connection of any additional water source to an irrigation system that is connected to the potable water supply can only be done if the irrigation system is connected to the potable water supply through a reduced-pressure principle backflow prevention assembly or an air gap.
3. Irrigation system components with chemical additives induced by aspiration, injection, or emission system connected to any potable water supply must be connected through a reduced pressure principle backflow device.

Sec. 7.6 Water Conservation

All irrigation systems shall be designed, installed, maintained, altered, repaired, serviced and operated in a manner that will promote water conservation as defined in the Definitions section of this ordinance.

Sec. 7.7 Irrigation Plans Required

1. Projects that are subject to the requirements of this chapter, shall require submission of separate plans for landscaping and irrigation. The irrigation plan shall be designed and sealed by one of the following:
 - a. An irrigator who holds a license issued by the Texas Commission on Environmental Quality under Chapter 37, Texas Water Code; or
 - b. An architect registered in the State of Texas, to the extent the architect’s acts are incidental to the pursuit of the architect’s profession; or
 - c. An engineer licensed in the State of Texas, to the extent the engineer’s acts are incidental to the pursuit of the engineer’s profession; or
 - d. A landscape architect who holds a certificate of registration issued pursuant to State Occupations Code Chapter 1052, to the extent the landscape architect’s acts are incidental to the pursuit of the landscape architect’s profession.
2. The design professional shall prepare an irrigation plan for each site where a new irrigation system will be installed. A paper copy of the irrigation plan must be on the job site at all times during the installation of the irrigation system. A drawing showing the actual installation of the system is due to each irrigation system owner after all new irrigation system installations. During the installation of the irrigation system, variances from the original plan may be authorized by the design professional if the variance from the plan does not:
 - a. Diminish the operational integrity of the irrigation system;

- b. Violate any requirements of this ordinance; and
 - c. Go unnoted in red on the irrigation plan.
3. All irrigation plans used for construction must be drawn to scale and must include complete coverage of the area to be irrigated. The plan must include, at a minimum, the following information:
 - a. The irrigator’s seal, signature, and date of signing;
 - b. All major physical features and the boundaries of the areas to be watered;
 - c. A North arrow;
 - d. A legend;
 - e. The zone flow measurement for each zone;
 - f. Location and type of each controller;
 - g. Location, type and size of each:
 - (1) Water source, such as, but not limited to a water meter and point(s) of connection;
 - (2) Backflow prevention device;
 - (3) Water emission device, including, but not limited to, spray heads, rotary sprinkler heads, quick-couplers, bubblers, drip, or micro-sprays;
 - (4) Valve, including but not limited to, zone valves, master valves, and isolation valves;
 - (5) Pressure regulation component; and
 - (6) Main line and lateral piping.
 - h. The scale used; and
 - i. The design pressure.

Sec. 7.8 Irrigation Standards

1. Irrigation systems shall be installed in accordance with the standards and requirements of the irrigation equipment manufacturer, the Texas Commission on Environmental Quality, and the International Plumbing Code, and as may be amended, and all applicable regulations and laws.
2. The source of irrigation water, whether potable or reclaimed, as provided by the City of El Paso water utilities, shall be indicated on the irrigation plans.
3. When using a potable irrigation water source, an approved backflow prevention device shall be installed in accordance with the City of El Paso Plumbing Code.
4. No irrigation design or installation shall require the use of any component, including the water meter, in a way which exceeds the manufacturer’s published performance limitations for the component.
5. Spacing.
 - (1) The maximum spacing between emission devices must not exceed the manufacturer’s published radius or spacing of the device(s). The radius or spacing is determined by

referring to the manufacturer's published specifications for a specific emission device at a specific operating pressure.

- (2) New irrigation systems shall not utilize above-ground spray emission devices in residential or commercial landscapes that are less than forty-eight inches not including the impervious surfaces in either length or width and which contain impervious pedestrian or vehicular traffic surfaces along two or more perimeters. If pop-up sprays or rotary sprinkler heads are used in a new irrigation system, the sprinkler heads must direct flow away from any adjacent surface and shall not be installed closer than four inches from a hardscape, such as, but not limited to, a building foundation, fence, concrete, asphalt, pavers, or stones set with mortar.
 - (3) Narrow paved walkways, jogging paths or other small areas located in parks or other public areas may be exempted from this requirement if the runoff drains into a landscaped area.
6. Drip and spray systems shall:
 - a. Be placed on separate valves;
 - b. All components on drip systems shall be measured in gallons per hour.
 7. Wiring and sleeving:
 - a. All wire shall be direct burial. Multi-strand shall not be allowed for direct burial;
 - b. Irrigation piping and wiring installed under any hardscaped areas shall be within sleeving.
 8. Storm retention pond areas that are irrigated shall incorporate, in the design, separate valves for the basin and slope areas. A moisture sensor shall be installed in the basin.
 9. Water pressure. Emission devices must be installed to operate at the minimum and not above the maximum sprinkler head pressure as published by the manufacturer for the nozzle and head spacing that is used. Methods to achieve the water pressure requirements include, but are not limited to, flow control valves, a pressure regulator or pressure compensating spray heads.
 10. Piping. Piping in irrigation systems must be designed and installed so that the flow of water in the pipe will not exceed a velocity of five feet per second for polyvinyl chloride (PVC) pipe.
 11. Irrigation zones. Irrigation systems shall have separate zones based on plant material type, microclimate factors, topographic features, soil conditions, and hydrological requirements.
 12. Master valve. When provided, a master valve shall be installed on the discharge side of the backflow prevention device on all new installations.
 13. PVC pipe primer solvent. All new irrigation systems that are installed using PVC pipe and fittings shall be primed with a colored primer prior to applying the PVC cement in accordance with the International Plumbing Code (Section 605).
 14. Isolation valve. All new irrigation systems must include an isolation valve between the water meter and the backflow prevention device.
 15. Pipe installation standard.
 - a. If the manufacturer has not published specifications for depth coverage of piping, the piping must be installed to provide minimum depth coverage of twelve inches of select backfill, between the top of the pipe and the natural grade of the topsoil for PVC pipe. All portions of the irrigation system that fail to meet this standard must be noted on the irrigation plan. If the area being irrigated has rock at a depth of six inches or less, select backfill may be mounded over the pipe. Mounding must be noted on the irrigation plan and discussed with the irrigation system owner or owner's representative to address any safety issues.
 - b. All trenches and holes created during installation of an irrigation system must be backfilled and compacted to the original grade.
 16. Water contained within the piping of an irrigation system is deemed to be non-potable. No drinking or domestic water usage, such as, but not limited to, filling swimming pools or decorative fountains, shall be connected to an irrigation system. If a hose bib (an outdoor water faucet that has hose threads on the spout) is connected to an irrigation system for the purpose of providing supplemental water to an area, the hose bib must be installed using a quick coupler key on a quick coupler installed in a covered purple valve box and the hose bib and any hoses connected to the bib must be labeled "non-potable, not safe for drinking." An isolation valve must be installed upstream of a quick coupler connecting a hose bib to an irrigation system.
 17. Either a licensed irrigator or a licensed irrigation technician shall be on-site at all times while the landscape irrigation system is being installed. When an irrigator is not onsite, the irrigator shall be responsible for ensuring that a licensed irrigation technician is on-site to supervise the installation of the irrigation system.

Sec. 7.9 Completion of Irrigation System Installation

Upon completion of the irrigation system, the irrigator or irrigation technician who provided supervision for the on-site installation shall be required to complete four items:

1. A final “walk through” with the irrigation system’s owner or the owner’s representative to explain the operation of the system;
2. The maintenance checklist on which the irrigator or irrigation technician shall obtain the signature of the irrigation system’s owner or owner’s representative and shall sign, date, and seal the checklist. If the irrigation system’s owner or owner’s representative is unwilling or unable to sign the maintenance checklist, the irrigator shall note the time and date of the refusal on the irrigation system’s owner or owner’s representative’s signature line. The irrigation system owner or owner’s representative will be given the original maintenance checklist and a duplicate copy of the maintenance checklist shall be maintained by the irrigator. The items on the maintenance checklist shall include but are not limited to:
 - (1) the manufacturer’s manual for the automatic controller;
 - (2) a seasonal (spring, summer, fall, winter) watering schedule based on either current/real time evapotranspiration or monthly historical reference evapotranspiration (historical ET) data, monthly effective rainfall estimates, plant landscape coefficient factors, and site factors;
 - (3) a list of components, such as the nozzle, or pump filters, and other such components; that require maintenance and the recommended frequency for the service; and
 - (4) the statement, “This irrigation system has been installed in accordance with all applicable state and local laws, ordinances, rules, regulations or orders. I have tested the system and determined that it has been installed according to the Irrigation Plan and is properly adjusted for the most efficient application of water at this time.”
3. A permanent sticker which contains the irrigator’s name, license number, company name, telephone number and the dates of the warranty period shall be affixed to each automatic controller installed by the irrigator or irrigation technician. The information

contained on the sticker must be printed with waterproof ink and include;

4. The irrigation plan indicating the actual installation of the system must be provided to the irrigation system’s owner or owner representative.

Sec. 7.10 Maintenance, Alteration, Repair or Service of Irrigation Systems

- (1) The licensed irrigator is responsible for all work that the irrigator performed during the maintenance, alteration, repair or service of an irrigation system during the warranty period. The irrigator or business owner is not responsible for the professional negligence of any other irrigator who subsequently conducts any irrigation service on the same irrigation system.
- (2) All trenches and holes created during the maintenance, alteration, repair or service of an irrigation system must be returned to the original grade with compacted select backfill.
- (3) Colored PVC pipe primer solvent must be used on all pipes and fittings used in the maintenance, alteration, repair or service of an irrigation system in accordance with the International Plumbing Code (Section 605).
- (4) When maintenance, alteration, repair or service of an irrigation system involves excavation work at the water meter or backflow prevention device, an isolation valve shall be installed, if an isolation valve is not present.

Sec. 7.11 Reclaimed Water

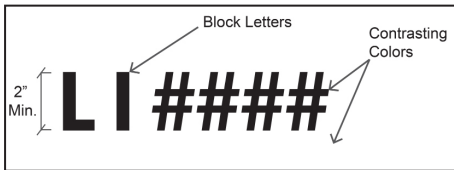
Reclaimed water may be utilized in landscape irrigation systems if:

- a. the irrigation system does not spray water across property lines that do not belong to the irrigation system’s owner;
- b. the irrigation system is installed using purple components;
- c. the domestic potable water line is connected using an air gap or a reduced pressure principle backflow prevention device, in accordance with Title 30, Texas Administrative Code, Section 290.47(i) (relating to Appendices);

- d. a minimum of an eight inch by eight inch sign, in English and Spanish, is prominently posted on / in the area that is being irrigated, that reads, “RECLAIMED WATER — DO NOT DRINK” and “AGUA DE RECUPERACION — NO BEBER”; and
- e. backflow prevention on the reclaimed water supply line shall be in accordance with the regulations of the city’s water provider.
- f. shall be approved by the El Paso Water Utilities before calling for a final inspection.

Sec. 7.12 Advertisement Requirements

1. All vehicles used in the performance of irrigation installation, maintenance, alteration, repair, or service must display the irrigator’s license number in the form of “LI _____” in a contrasting color of block letters at least two inches high, on both sides of the vehicle.



2. All forms of written and electronic advertisements for irrigation services must display the irrigator’s license number in the form of “LI _____.” Any form of advertisement, including business cards and estimates which displays an entity’s or individual’s name other than that of the licensed irrigator must also display the name of the licensed irrigator and the licensed irrigator’s license number. Trailers that advertise irrigation services must display the irrigator’s license number.
3. The name, mailing address and telephone number of the commission must be prominently displayed on a legible sign and displayed in plain view for the purpose of addressing complaints at the permanent structure where irrigation business is primarily conducted and irrigation records are kept.

Sec. 7.13 Contracts

1. All contracts to install an irrigation system must be in writing and signed by each party and must specify the irrigator’s name, license number, business address, current business telephone numbers, the date that each party signed the agreement, the total agreed price and must contain the statement, “Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), MC-178, P.O. Box 13087, Austin, Texas 78711-3087. TCEQ’s website is:

www.tceq.state.tx.us.” All contracts must include the irrigator’s seal, signature and date.

2. All written estimates, proposals, bids and invoices relating to the installation or repair of an irrigation system(s) must include the irrigator’s name, license number, business address, current business telephone number(s) and the statement: “Irrigation in Texas is regulated by the Texas Commission On Environmental Quality (TCEQ) (MC-178), P.O. Box 13087, Austin, Texas 78711-3087. TCEQ’s web site is: www.tceq.state.tx.us.”
3. An individual who agrees by contract to provide irrigation services as defined in Title 30, Texas Administrative Code, Section 344.30 (relating to License Required) shall hold an irrigator license issued under Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations) unless the contract is a pass-through contract as defined in Title 30, Texas Administrative Code, Section 344.1(36) (relating to Definitions). If a pass-through contract includes irrigation services, then the irrigation portion of the contract can only be performed by a licensed irrigator. If an irrigator installs a system pursuant to a pass-through contract, the irrigator shall still be responsible for providing the irrigation system’s owner or through contract, the irrigator shall still be responsible for providing the irrigation system’s owner or owner’s representative a copy of the warranty and all other documents required under this chapter. A pass-through contract must identify by name and license number the irrigator that will perform the work and must provide a mechanism for contacting the irrigator for irrigation system warranty work.
4. The contract must include the dates that the warranty is valid.

Sec. 7.14 Warranties for Systems

1. On all installations of new irrigation systems, an irrigator shall present the irrigation system’s owner or owner’s representative with a written warranty covering materials and labor furnished in the new installation of the irrigation system. The irrigator shall be responsible for adhering to terms of the warranty. If the irrigator’s warranty is less than the manufacturer’s warranty for the system components, then the irrigator shall provide the irrigation system’s owner or the owner’s representative with applicable information regarding the manufacturer’s warranty period. The warranty must include the irrigator’s seal, signature and date. If the warranty is part of an irrigator’s contract, a separate warranty document is not required.
2. An irrigator’s written warranty on new irrigation systems must specify the irrigator’s name, business

address and business telephone number(s), must contain the signature of the irrigation system's owner or owner's representative confirming receipt of the warranty and must include the statement: "Irrigation in Texas is regulated by the Texas Commission on Environmental Quality (TCEQ), MC-178, P.O. Box 130897, Austin, Texas 78711-3087. TCEQ's website is: www.tceq.state.tx.us."

3. On all maintenance, alterations, repairs or service to existing irrigation systems, an irrigator shall present the irrigation system's owner or owner's representative a written document that identifies the materials furnished in the maintenance, alteration, repair or service. If a warranty is provided, the irrigator shall abide by the terms. The warranty document must include the irrigator's name and business contact information.

Sec. 7.15 Duties and Responsibilities of City Inspectors

A city inspector shall enforce the ordinance of the TOD, and shall be responsible for:

1. verifying that the appropriate permits have been obtained for an irrigation system and that the irrigator and installer or irrigation technician, if applicable, are licensed;
2. inspecting the irrigation system;
3. determining that the irrigation system complies with the requirements of this chapter;
4. determining that the appropriate backflow prevention device was installed, tested and test results provided to the city;
5. investigating complaints related to irrigation system installation, maintenance, alteration, repairs, or service of an irrigation system and advertisement of irrigation services; and
6. maintaining records according to this chapter.

Sec. 7.16 Items Not Covered By This Ordinance

Any item not covered by this ordinance and required by law shall be governed by the Texas Occupations Code, the Texas Water Code, Title 30 of the Texas Administrative Code and any other applicable state statute or Texas Commission on Environmental Quality rule.

Sec. 7.17 Enforcement

1. The city shall have the power to administer and enforce the provisions of this chapter as may be required by governing law. Any person, firm, corporation or agent who shall violate a provision of

this Code, or fails to comply therewith, or with any of the requirements thereof, is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of the ordinance codified in this chapter is declared to be a nuisance.

2. Any person violating any provision of chapter shall, upon conviction, be fined a sum not exceeding \$2,000. Each day that a provision of this chapter is violated shall constitute a separate offense. An offense under this chapter is a misdemeanor, punishable by a fine of up to \$2,000.
3. Nothing in this chapter shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this chapter and to seek remedies as allowed by law, including, but not limited to the following: Injunctive relief to prevent specific conduct that violates the ordinance or to require specific conduct that is necessary for compliance with the ordinance; and other available relief.

Sec. 7.18 Definitions

The following words and terms, when used in this ordinance, have the following meanings, unless the context clearly indicates otherwise.

4. Backflow prevention—The mechanical prevention of reverse flow, whether back pressure or back siphonage, of non-potable water from an irrigation system into the potable water source.
5. Backflow prevention assembly—Any assembly used to prevent backflow into a potable water system. The type of assembly used is based on the existing or potential degree of health hazard and backflow condition.
6. Completion of irrigation system installation—When the landscape irrigation system has been installed, all minimum standards met, all tests performed and the irrigator is satisfied that the system is operating correctly.
7. Consulting—The act of providing advice, guidance, review or recommendations related to landscape irrigation systems.
8. Cross-connection—An actual or potential connection between a potable water source and an irrigation system that may contain contaminants or pollutants or any source of water that has been treated to a lesser degree in the treatment process.
9. Design—The act of determining the various elements of a landscape irrigation system that will include, but not be limited to, elements such as collecting site specific information, defining the scope of the project, defining plant watering needs, selecting and laying out emission devices, locating system components, conducting hydraulics

- calculations, identifying any local regulatory requirements, or scheduling irrigation work at a site. Completion of the various components will result in an irrigation plan.
10. Design pressure—The pressure that is required for an emission device to operate properly. Design pressure is calculated by adding the operating pressure necessary at an emission device to the total of all pressure losses accumulated from an emission device to the water source.
 11. Emission device—Any device that is contained within an irrigation system and that is used to apply water. Common emission devices in an irrigation system include, but are not limited to, spray and rotary sprinkler heads and drip irrigation emitters.
 12. Employed—Engaged or hired to provide consulting services or perform any activity relating to the sale, design, installation, maintenance, alteration, repair or service to irrigation systems. A person is employed if that person is in an employer-employee relationship as defined by Internal Revenue Code, 26 United States Code Service, §3212(d) based on the behavioral control, financial control and the type of relationship involved in performing employment related tasks.
 13. Head-to-head spacing—The spacing of spray or rotary heads equal to the manufacturer’s published radius of the head.
 14. Health hazard—A cross-connection or potential cross-connection with an irrigation system that involves any substance that may, if introduced into the potable water supply, cause death or illness, spread disease, or have a high probability of causing such effects.
 15. Hydraulics—The science of dynamic and static water; the mathematical computation of determining pressure losses and pressure requirements of an irrigation system.
 16. Inspector—A licensed plumbing inspector, water district operator, other governmental entity, or irrigation inspector who inspects irrigation systems and performs other enforcement duties for a municipality or water district as an employee or as a contractor.
 17. Installer—A person who actually connects an irrigation system to a private or public raw or potable water supply system or any water supply, who is licensed according to Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations).
 18. Irrigation inspector—A person who inspects irrigation systems and performs other enforcement duties for a municipality or water district as an employee or as a contractor and is required to be licensed under Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations).
 19. Irrigation plan—A scaled drawing of a landscape irrigation system which lists required information, the scope of the project, and represents the changes made in the installation of the irrigation system.
 20. Irrigation services—Selling, designing, installing, maintaining, altering, repairing, servicing, permitting, providing consulting services regarding, or connecting an irrigation system to a water supply.
 21. Irrigation system—An assembly of component parts that is permanently installed for the controlled distribution and conservation of water to irrigate any type of landscape vegetation in any location, and / or to reduce dust or control erosion. This term does not include a system that is used on or by an agricultural operation as defined by Texas Agricultural Code, §251.002.
 22. Irrigation technician—A person who works under the supervision of a licensed irrigator to install, maintain, alter, repair, service or supervise installation of an irrigation system, including the connection of such system in or to a private or public, raw or potable water supply system or any water supply, and who is required to be licensed under Title 30, Texas Administrative Code, Chapter 30 (relating to Occupational Licenses and Registrations).
 23. Irrigation zone—A subdivision of an irrigation system with a precipitation rate based on plant material type (such as turf, shrubs, or trees), microclimate factors (such as sun / shade ratio), topographic features (such as slope) and soil conditions (such as sand, loam, clay or combination) or for hydrological control.
 24. Irrigator—A person who sells, designs, offers consultations regarding, installs, maintains, alters, repairs, services or supervises the installation of an irrigation system, including the connection of such system to a private or public, raw or potable water supply system or any water supply and who is required to be licensed under Title 30, Texas Administrative Code, Chapter 30.
 25. Irrigator-in-Change—The irrigator responsible for all irrigation work performed by an exempt business owner, including, but not limited to obtaining permits, developing design plans, supervising the work of other irrigators or irrigation technicians, and installing, selling, maintaining, altering, repairing, or servicing a landscape irrigation system.
 26. Landscape irrigation—The science of applying the necessary amount of water to promote or sustain

- healthy growth of plant material or turf.
27. License—An occupational license that is issued by the Texas Commission on Environmental Quality under Title 30, Texas Administrative Code, Chapter 30 to an individual that authorizes the individual to engage in an activity that is covered by Title 30, Texas Administrative Code, Chapter 30.
 28. Mainline—A pipe within an irrigation system that delivers water from the water source to the individual zone valves.
 29. Maintenance checklist—A document made available to the irrigation system’s owner or owner’s representative that contains information regarding the operation and maintenance of the irrigation system, including, but not limited to: checking and repairing the irrigation system, setting the automatic controller, checking the rain or moisture sensor, cleaning filters, pruning grass and plants away from irrigation emitters, using and operating the irrigation system, the precipitation rates of each irrigation zone within the system, any water conservation measures currently in effect from the water purveyor, the name of the water purveyor, a suggested seasonal or monthly watering schedule based on current evapotranspiration data for the geographic region, and the minimum water requirements for the plant material in each zone based on the soil type and plant material where the system is installed.
 30. Major maintenance, alteration, repair, or service—Any activity that involves opening to the atmosphere the irrigation main line at any point prior to the discharge side of any irrigation zone control valve. This includes, but is not limited to, repairing or connecting into a main supply pipe, replacing a zone control valve, or repairing a zone control valve in a manner that opens the system to the atmosphere.
 31. Master valve—A remote control valve located after the backflow prevention device that controls the flow of water to the irrigation system mainline.
 32. Matched precipitation rate—The condition in which all sprinkler heads within an irrigation zone apply water at the same rate.
 33. New installation—An irrigation system installed at a location where one did not previously exist.
 34. Pass-through contract—A written contract between a contractor or builder and a licensed irrigator or exempt business owner to perform part or all of the irrigation services relating to an irrigation system.
 35. Potable water—Water that is suitable for human consumption.
 36. Pressure Vacuum Breaker—An assembly containing an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. Also known as a Pressure Vacuum Breaker Back-siphonage Prevention Assembly.
 37. Reclaimed water—Domestic or municipal wastewater which has been treated to a quality suitable for beneficial use, such as landscape irrigation.
 38. Records of landscape irrigation activities—The irrigation plans, contracts, warranty information, invoices, copies of permits and other documents that relate to the installation, maintenance, alteration, repair, or service of a landscape irrigation system.
 39. Reduced Pressure Principle Backflow Prevention Assembly—An assembly containing two independently acting approved check valves together with a hydraulically operating mechanically independent pressure differential relief valve located between the two check valves and below the first check valve.
 40. Static water pressure—The pressure of water when it is not moving.
 41. Supervision—The on-the-job oversight and direction by a licensed irrigator who is fulfilling his or her professional responsibility to the client and / or employer in compliance with local or state requirements. Also, a licensed installer working under the direction of a licensed irrigator or an irrigation technician who is working under the direction of a licensed irrigator to install, maintain, alter, repair or service an irrigation system.
 42. Water conservation—The design, installation, service and operation of an irrigation system in a manner that prevents the waste of water, promotes the most efficient use of water, and applies the least amount of water that is required to maintain healthy individual plant material or turf, reduce dust and control erosion.
 43. Zone flow—A measurement, in gallons per minute or gallons per hour, of the actual flow of water through a zone valve, calculated by individually opening each zone valve and obtaining a valid reading after the pressure has stabilized. For design purposes, the zone flow is the total flow of all nozzles in the zone at a specific pressure.
 44. Zone valve—An automatic valve that controls a single zone of a landscape irrigation system.

DIVISION 8: DEVELOPMENT REVIEW PROCEDURES

A NOTE ON THIS DIVISION: THE DEVELOPMENT REVIEW PROCESS WILL BE FURTHER DEFINED UPON REVIEW BY THE CITY OF THE DESIGN STANDARDS AS A WHOLE. THIS DRAFT REFLECTS A REVIEW PROCESS ON LAND ASSUMED TO HAVE BEEN REZONED TO THE HORIZON TOD ZONING DISTRICT(S).

Sec. 8.1 Purpose

Sec. 8.1.A. The purpose of this division is to provide development review procedures and standards for implementation and development of parcels in the Horizon City TOD.

Sec. 8.1.B. The development review process established in this Division is applicable to all proposed development activity within the Horizon City TOD.

Sec. 8.1.C. No development, including but not limited to grading, clearing of land, excavation of soil, or alteration of vegetation, shall be commenced or undertaken in the Horizon City TOD that is inconsistent with the City of Horizon's Municipal Code of Ordinances (Code). It shall at all times be the applicant's responsibility to demonstrate consistency with the goals, objectives, policies, and provisions of the Code and the Horizon City TOD.

Sec. 8.2 Application

Sec. 8.2.A. All development within the Horizon City TOD requires an application Master Site Plan Review and Approval. Applications are to be submitted to the City's Planning Department in an electronic form to be provided by the City.

Sec. 8.2.B. Approval for a Master Site Plan shall not constitute approval to build or construct any improvements and is not the final approval necessary for construction of the development.

Sec. 8.2.C. Approval of the Master Site Plan shall authorize the applicant to submit building permit applications in accordance with the terms and conditions of the approval. Permission to initiate construction of site improvements shall not be granted or building permits issued until all required documents are executed and all applicable conditions of approval satisfied as per the City's development standards.

Sec. 8.2.D. The Development Process and Approval of the Master Site Plan shall be handled administratively by the Planning Director or her designee. Approval shall be given within 10 working days upon acceptance of a completed application.

Sec. 8.3 Master Site Plans

Sec. 8.3.A. The land area encompassed by a Master Site Plan shall be the minimum area as outlined in the Horizon TOD. The following documents must be submitted by the applicant to the Planning Director for review and approval:

1. Illustrative plan that is "to scale" and clearly illustrates development standards that are in conformance to the TOD Zoning District. These shall include building placement, building setbacks, building form, lot and block standards, frontage types, parking standards, landscaping, and civic spaces if applicable.
2. Transect plan showing the lot, block, and street network and allocation of Zoning District as outlined in the Horizon TOD;
3. Streets atlas showing the Street Thoroughfare locations and Street Types as outlined in the Horizon TOD.
4. Stormwater management plan;
5. Illustrations that depict the proposed scale and character or the development of the area as outlined in the Horizon TOD.

Sec. 8.3.B. Applications for City approval of Master Site Plans shall be subject to the following:

1. A letter of approval and all documents and plans reviewed and approved by the Planning Director shall be submitted along with the development application to the City for review.
2. The application shall be filed with the City Planning Department by the owner or other person providing an affidavit to act as agent for the owner.
3. Proof of ownership and tax certificate showing no balance due is required.
4. The application shall be submitted in a form approved by the City Administrator and made available to the public. At a minimum, it shall include sufficiently detailed and documented information for staff to make the required findings of compliance. All applications shall include a checklist provided by the City specific to Master Site Plan applications, submitted in accordance with the Horizon TOD.
5. Application fees shall be waived for projects in the Horizon City TOD.

Sec. 8.3.C. If a Master Site Plan application approval requires changes to the Horizon City TOD, the applicant shall address such changes within the application materials submitted with the Master Site Plan application. The change to the Horizon City TOD, shall require approval of an

amendment by the City Council, unless the change qualifies as a Warrant.

Sec. 8.3.D. Applications will be reviewed for completeness within 5 working days. Applications deemed incomplete will be returned to the applicant with a letter outlining the deficiencies that need to be addressed for review.

Sec. 8.3.E. The Planning Director shall prepare a report within 20 working days of transmittal which addresses all of the requirements of the TOD, and the Code.

Sec. 8.3.F. Upon a finding of noncompliance, a resubmittal of requested materials shall be made within 30 working days of the issuance of the staff report. If the applicant fails to meet the resubmittal deadline, the application shall be terminated, unless the applicant gives notice that an elective resubmittal will be made. The elective resubmittal shall be made within 90 days from the date the prior resubmittal was due. All documents that have expired must be updated by the applicant. Upon receipt of the resubmittal, staff will have 20 working days to review and provide comments.

Sec. 8.3.G. Upon findings of compliance with the TOD and the Code, the development application shall be deemed approved by the Planning Director.

Sec. 8.3.H. An approved Master Site Plan is valid for ten (10) years.

Sec. 8.4 Warrants, Exceptions, and Amendments

Sec. 8.4.A. This section provides a mechanism by which a proposed development may vary from the requirements of Horizon City TOD of this TOD. This section also provides for amendment of approved Master Site Plans. The intent of this section is to provide flexibility for unusual situations and to provide alternative ways to meet the purposes of this TOD, while ensuring that the TOD realizes the vision and intent sought by the Horizon TOD.

Sec. 8.4.B. Any proposed variation from the requirements of this TOD shall be reviewed by the Planning Director. If the proposed development is consistent with the intended purpose of this TOD the Director may:

1. Issue a Warrant allowing a variation from the requirements of Horizon TOD Zoning District; or
2. Recommend that the City Commission approve an Exception allowing a variation from the requirements of the TOD; or

3. Recommend that the Horizon TOD be amended, pursuant to City regulations.

Sec. 8.4.C. Warrants may be approved by the City Administrator for the following:

1. The allowance of a use not listed in the Table of Permitted Uses, upon a finding that the use is functionally similar to the permitted uses and that the use is not likely to generate harmful impacts or create incompatibilities with other uses in the Neighborhood.
2. Modifications of a requirement of Design Standards of the Horizon TOD to accommodate circumstances such as natural features, access requirements related to fire and life safety, and site designs that demonstrate excellent urban design or architectural merit.

Sec. 8.4.D. Exceptions for proposed Master Site Plans may be approved by the Planning & Zoning Commission for the following:

1. Variation of up to 10% change in criteria found in Design Standards of the Zoning District.
2. Realignment and/or reconfiguration of the street network that does not change the proposed number of intersections or the Horizon TOD.

Sec. 8.4.E. Amendments to TOD

1. Unless a proposed change qualifies as a Warrant or an Exception, changes to the Permitted Use Table, other provisions of the TOD, and the Regulating Plan shall require consideration by the Planning & Zoning Commission and the City Council, pursuant to the Code.

Sec. 8.4.F. Amendments to Approved Site Plans

1. The Planning Director may approve minor or technical changes to approved Master Site Plans in accordance with the Code.
2. A proposed amendment of a Master Site Plan that does not qualify as a minor or technical change shall require the approval of the Planning & Zoning Commission.
3. The Planning Director may approve minor or technical changes to Master Site Plan including changes that do not affect compliance with the TOD or require changes to permits from outside agencies. All other amendments to Final Site Plans shall require review pursuant to Chapter 15 Transit Oriented Development.

Sec. 8.4.G. An application for a Warrant, Exception, or amendment, shall include a letter of approval from the

Planning Director. The application shall be submitted on an electronic form approved by the City Planning Department and made available to the public. Each application shall be accompanied by the application fee established by resolution of the City Council.

Sec. 8.4.H. The Planning Director shall keep a record of all Warrants and Exceptions granted.

Sec. 8.4.I. Warrants and Exceptions shall not be issued for the following:

1. Street or Alley dimensions and required infrastructure
2. Parking locations
3. Building Height
4. Protection of wetlands, upland native habitat, and listed species
5. Preserve area requirements

Sec. 8.5 Inspection

Sec. 8.5.A. Any member of the City Council and any duly authorized representative of the City Council, such as, but not limited to, staff of the Public Works Department, may enter and inspect any parcel of land for which a development approval or permit has been issued, or where there is a reasonable cause to believe that a development activity is being carried out, for the purpose of ascertaining the state of compliance with the Code. The interiors of buildings shall not be subject to such inspections unless related to the enforcement of the building code. No person shall refuse immediate entry or access to any authorized representative of the City Council or one of the specified agencies who requests entry for the purpose of inspection and who presents appropriate credentials. No person shall obstruct, hamper or interfere with any such inspection. If requested, the owner or operator of the premises shall receive a report setting forth the facts and results of the compliance determination.



TOWN OF HORIZON CITY MEMORANDUM

Date: December 13, 2022

To: Honorable Mayor and Members of City Council

From: Art Rubio, Planner

SUBJECT: On the preliminary and final plat application for the Desert Breese Unit Three subdivision (SUB-002516-2022-2021), legally described as a portion of Section 32, Block 78, Township 3, Texas and Pacific Railroad Co. Surveys, Town of Horizon City, El Paso County, Texas. Containing 13.275 Acres +/- . Application submitted by H2O Terra, LLC

On November 8, 2022, the Planning and Zoning Commission voted unanimously to recommend approval of the preliminary and final plat application for the Desert Breese Unit Three subdivision with the following condition:

That any remaining comments be addressed prior to plat recordation.

Staff recommends approval of the Desert Breese Unit Three preliminary and final plat subdivision subject to all comments being addressed prior to City Council. Attached for your review is the staff report that was presented to the Planning and Zoning Commission and the preliminary & final plat.

The applicant has opted to pay fees in lieu of parkland dedication as follows: Sixty-five units at \$400.00 per unit = \$26,000 due prior to plat recordation.



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

Case No.: SUB-002516-2022
Desert Breeze Unit 3

Application Type: **Preliminary & Final Plat**

P&Z Hearing Date: November 21, 2022

Staff Contact: Art Rubio, Planner, (915) 852-1046 ext. 407, arubio@horizoncity.org

PID No.: X57800033203000

Address/Location: North of Horizon Blvd. and east of Rift Ct. and Horizon High School

Legal Description: A portion of Section 32, Block 78, Township 3, Texas and Pacific Railroad Company, Town of Horizon City, El Paso County, Texas

Property Size: Approximately 13.275± Acres

Owner: Hunt Communities Holding L.P.

Applicant/: H2O Terra, LLC

Nearest Park: Horizon Mesa Park

Nearest School: Horizon High School

SURROUNDING PROPERTIES:

	Zoning	Land Use
N	R-2 (Single-Family Residential)	Residential
E	ETJ	Mixed Use
S	C-2(Heavy Commercial)/R-2(Single-Family Residential)	Vacant
W	R-2 (Single-Family Residential)	Horizon High School

LAND USE AND ZONING:

Existing	
Land Use	Vacant
Zoning	R-2 Residential

Application Description:

The proposed preliminary and final residential subdivision includes 65 lots for single-family residential development, the smallest lot measuring approximately 6,000 sq. ft. and the largest lot measuring approximately 9,784 sq. ft. A 52 ft. residential street is proposed within the subdivision connecting to Rift Ct. and Anderpont St. and ultimately to Horizon Blvd.

Cumulative Parkland Dedication:

The developer does not propose to dedicate any parkland or shows to have any park credits for existing related subdivisions Desert Breeze Unit 1 and 2; therefore, fees in lieu of parkland dedication would be required for 65 single-family units at \$400.00 per unit for a total of fee in lieu of parkland dedication of \$26,000.

Staff Recommendation:

At the time that the agenda is posted, staff has not received revised plats that addresses the staff comments. Therefore, staff will provide their recommendation to the Commission at the meeting.

Planning Comments:

Desert Breeze Unit 3 Preliminary and Final:

- ~~1. How will parkland dedication be addressed? It does not appear that there are any pending park credits within 5 years of a related subdivision.
Requirement is minimum of 1 acre of parkland or fees in lieu of dedication at 65 units x \$400.00 = \$26,000~~
- ~~2. ROW cross section included does not follow the design and classification as per the Horizon City Construction Design Manual.~~
- ~~3. Include existing ROW cross sections and classification for adjacent streets to be used by proposed development (Rifton Ct. and Anderpont St.).~~
- ~~4. Remove note 2 on setbacks as R-2 standards may be subject to change.~~
- ~~5. Please add note to prohibit any vehicular access from Horizon Blvd.~~
- ~~6. Plat states there will be covenants; however, application states there will be none, please confirm. If so, please submit a copy.~~

Public Works Director Comments:

DESERT BREEZE UNIT 3 (Preliminary plat)

PUBLIC WORKS 12/9/2022 Review 2

- ~~1. Note 2, verify with Planning Department.~~
- ~~2. Note 11, pond will be maintained by Town of Horizon City.~~
- ~~3. Note 13, also add Anderpont St. (street misspelled).~~
- ~~4. Provide Benchmark with Datum information.~~
- ~~5. 52ft. R.O.W. detail on sheet 2 needs to match Town of Horizon City's standards.~~
- ~~6. Metes and Bounds description is incorrect, must match final plat. See final plat's redlines below.~~
- ~~7. On legend replace and add City Monument.~~
- ~~8. Call out drainage easement between 17 and 18 Block 2. Need HRMUD approval to improve/use as drainage easement.~~

DESERT BREEZE UNIT 3 (Final plat)

PUBLIC WORKS 12/9/2022 Review 2

- ~~1. Note 2, verify with Planning Department.~~
- ~~2. Note 11, pond will be maintained by Town of Horizon City.~~
- ~~3. Note 13, also add Anderpont St. (street misspelled).~~
- ~~4. Provide Benchmark with Datum information.~~
- ~~5. 52ft. R.O.W. detail is missing on sheet 2 and needs to match Town of Horizon City's standards.~~
- ~~6. Metes and Bounds description is incorrect, see redlines below.~~
- ~~7. Missing C1 and C2 in curve table.~~
- ~~8. On legend replace and add City Monument.~~
- ~~9. El Paso County 9-1-1 District approval is required for the addresses.~~
- ~~10. Provide closure for Metes and Bounds.~~
- ~~11. Call out drainage easement between 17 and 18 Block 2. Need HRMUD approval to improve/use as drainage easement.~~

Town Engineer Comments:

Desert Breeze Unit Three

Summary of Recommended Conditions for Preliminary Plat Approval:

The Town Engineer recommends the following:

1. Address redlines and comments shown on plat.
2. Include in the legend a symbol and description of the shaded areas shown from the plat.
3. Provide symbol and location of the U.S. Postal Service Collection Box Units and add a note that the neighborhood delivery service within the subdivision will be provided.
4. Item 13 of the plat notes should include Horizon Boulevard (FM 1281) as one of the streets with no vehicular access.
5. Provide owners name, address, phone number and person of contact in plat.
6. Check areas indicated in the metes and bounds for the plat.
7. Verify area in the legal description.
8. Verify that roadway names are consistent on the plat in all locations and approved by the El Paso County 9-1-1 District.
9. Show size and location of existing utilities on plat.
10. Provide closure reports for the subdivision and the individual lot to ensure closure.

Desert Breeze Unit Three

Summary of Recommended Conditions for Final Plat Approval:

The Town Engineer recommends the following:

1. Address redlines and comments shown on plat.
2. Provide symbol and location of the U.S. Postal Service Collection Box Units and add a note that the neighborhood delivery service within the subdivision will be provided.
3. Update curve table to include data to curves C1 and C2 of the plat.
4. Item 13 of the plat notes should include Horizon Boulevard (FM 1281) as one of the streets with no vehicular access.
5. Provide owners name, address, phone number and person of contact in plat.
6. Check areas indicated in the metes and bounds for the plat.
7. Verify area in the owner's dedication (currently shown as "... XXX ACRE...").
8. For city council signatures, include the names of Elvia Schuller, City Clerk; Ruben Mendoza, Mayor; and Huitt-Zollars, Inc (Town Engineer) by Isabel Vasquez, P.E.
9. Verify that roadway names are consistent on the plat in all locations and approved by the El Paso County 9-1-1 District.
10. Provide closure reports for the subdivision and the individual lot to ensure closure.

School District Comments:

CISD has the capacity for the additional students expected with this development.

El Paso County 9-1-1 District:

No comments received

El Paso Electric Company:

~~Please notate the existing El Paso Electric line, shown on the boundary of the property. The line will need to be notated along Rifton St and Horizon Blvd.~~

El Paso Central Appraisal District:

~~Desert Breeze #3 should start with block 13 since block 12 is the last block use for unit 2.~~

Texas Gas:

We are good with Texas Gas Service, no special ROW or easements needed from us on this subdivision. No conflicts and we have utilities surrounding this development.

Additional Requirements:

Within twelve (12) months of the approval of the final plats by the Town Council, a recording plat application will need to be submitted for City Council approval.

Failure of the subdivider to submit a recording plat within twelve (12) months of approval of the final plat by the City Council will nullify the approval of the final plat and obligate the subdivider to reapply for preliminary plat approval should the subdivider wish to pursue the subdivision. (§4.11.2 Subdivision Municode Chapter 10)

- Any required parks fees shall be paid prior to the recordation of the plat.

Attachments:

- 1 - Aerial**
- 2 - Zoning Map**
- 3 - Location Map**
- 4 - Preliminary Plat**
- 5 - Final Plat**
- 6 - Street Cross Sections**
- 7 - Preliminary Plat Application**
- 8 - Final Plat Application**

Attachment 1: Aerial

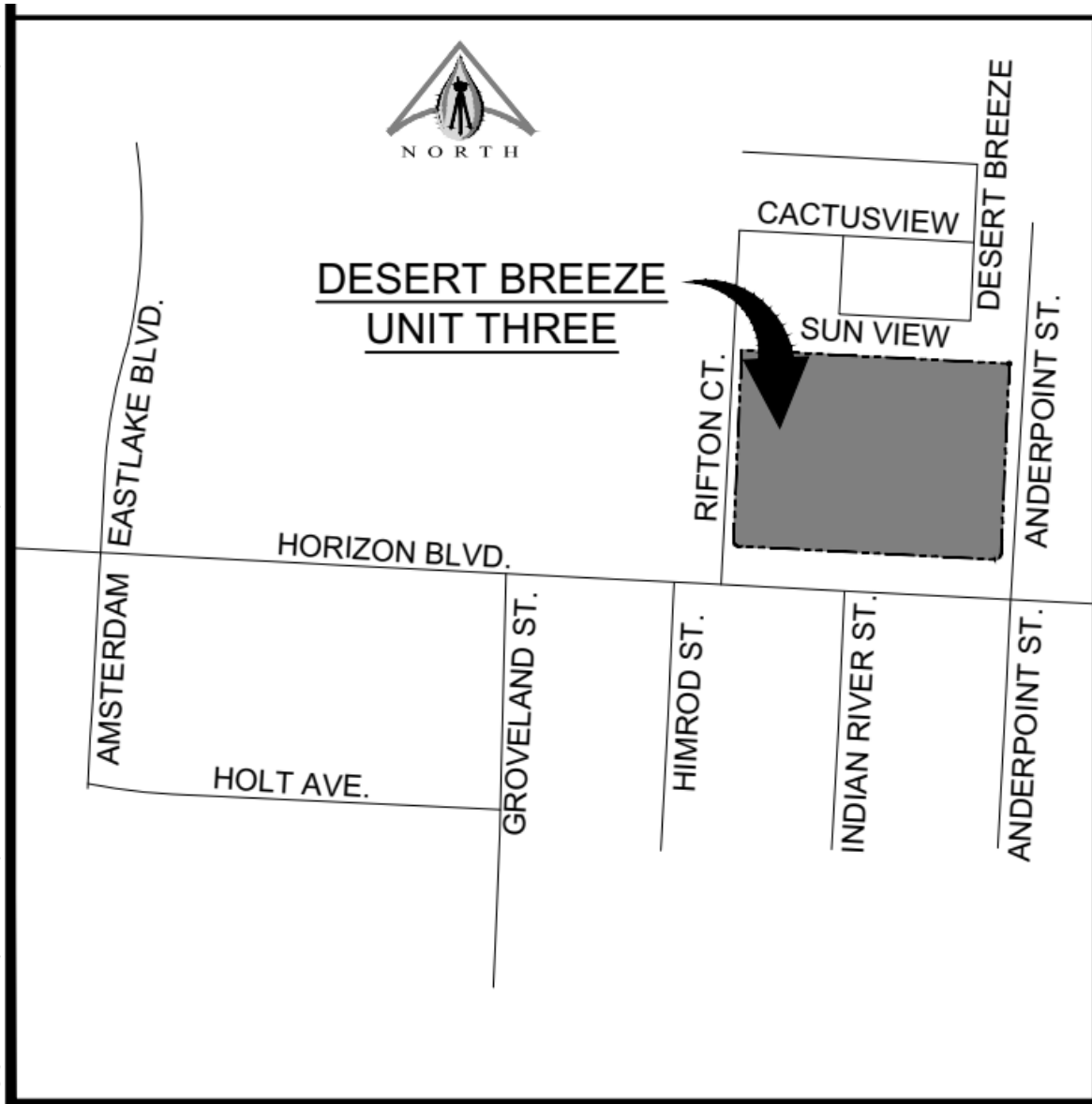
**Planning & Zoning Commission
Case No. SUB-002516-2022
Desert Breeze Unit 3**



Attachment 2: Zoning Map

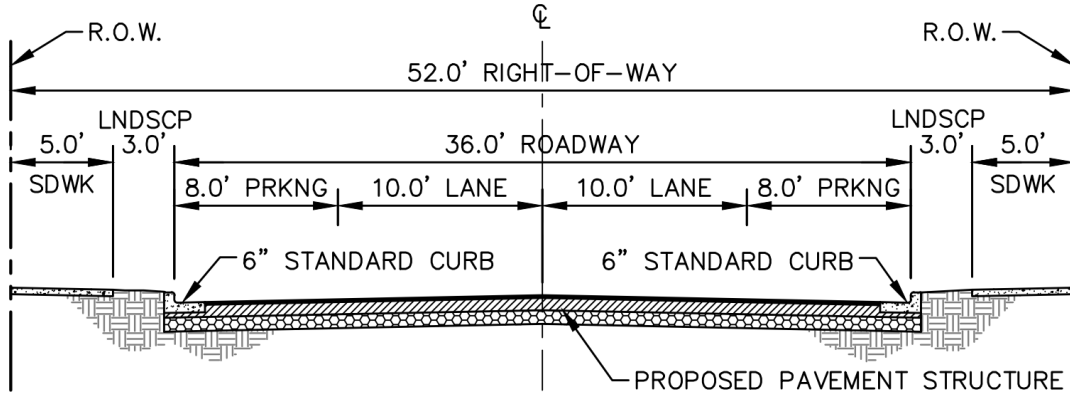


Attachment 3- Location Map



Attachment 6 – Street Cross Sections

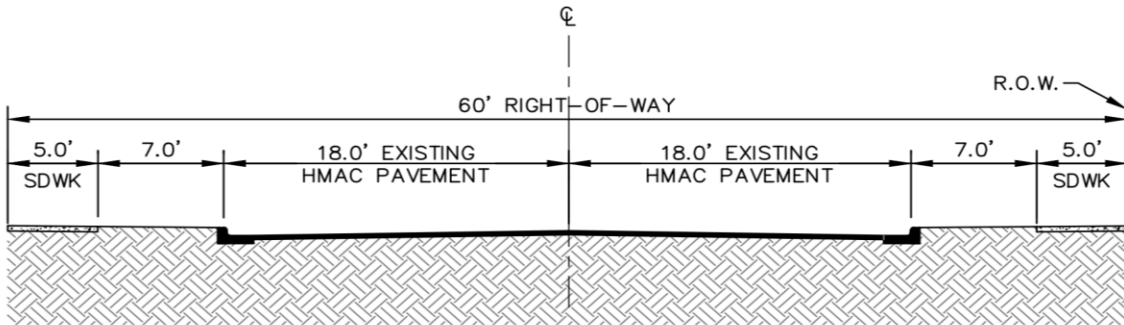
Proposed ROW



RESIDENTIAL SUBCOLLECTOR STREET (52' RIGHT-OF-WAY)

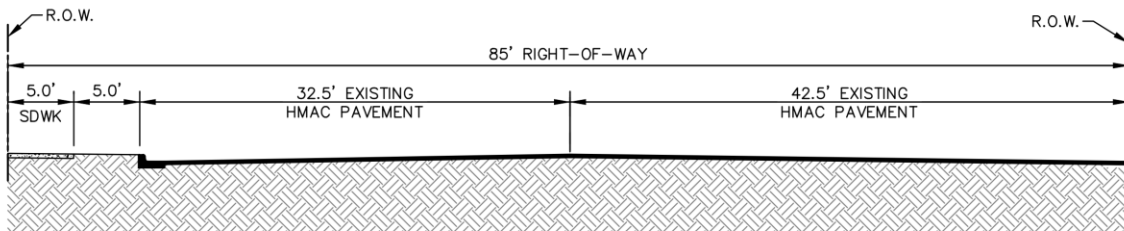
SCALE: 1"=10'

Existing ROW



RIFTON COURT (60' RIGHT-OF-WAY)

SCALE: 1"=10'



ANDERPONT STREET (85' RIGHT-OF-WAY)

SCALE: 1"=10'

Attachment 7 – Preliminary Plat Application



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

SUB-0025111.2022
**MAJOR SUBDIVISION
 PRELIMINARY APPLICATION**

SUBDIVISION PROPOSED NAME: Desert Breeze Unit 3 SUBMITTAL DATE: 10/20/22

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
Being a portion of section 32, Block 78, Township 3, Texas and Pacific Railroad Co. Surveys town of Horizon, El Paso County, Texas.

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	<u>9.439</u>	<u>65</u>	OFFICE		
DUPLEX			STREET & ALLEY	<u>2.399</u>	<u>3</u>
APARTMENT			PONDING & DRAINAGE	<u>1.437</u>	<u>1</u>
MOBILE HOME			INSTITUTIONAL		
P.U.D.			OTHER		
PARK (Min 1 acre)					
SCHOOL					
COMMERCIAL			TOTAL NO. SITES	<u>13.275</u>	<u>69</u>
INDUSTRIAL			TOTAL (GROSS) ACREAGE	<u>13.275</u>	

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? R-2 PROPOSED ZONING R-2

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

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

6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) On-site Ponding

7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES 6,000 Sq.ft.

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

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

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

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

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

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

14. OWNER OF RECORD Hunt Communities Holding, L.P. 4401 N. Mesa St. El Paso, TX, 79901
 (NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER Hunt Communities Holding, L.P. 4401 N. Mesa St. El Paso, TX, 79901
 (NAME & ADDRESS) (EMAIL) (PHONE)

16. ENGINEER Isaac Rodriguez 2020 E. Mills Ave. El Paso, TX 79901 irodriguez@h2o-terra.com (915) 533-1418
 (NAME & ADDRESS) (EMAIL) (PHONE)

17. APPLICANT Isaac Rodriguez 2020 E. Mills Ave. El Paso, TX 79901 irodriguez@h2o-terra.com (915) 533-1418
 (NAME & ADDRESS) (EMAIL) (PHONE)

18. REP/POINT OF CONTACT Isaac Rodriguez 2020 E. Mills Ave. El Paso, TX 79901 irodriguez@h2o-terra.com (915) 533-1418
 (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 IR
 Applicant Signature [Signature] EMAIL irodriguez@h2o-terra.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 8 – Final Plat Application



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

SUB-00251U-2022
**MAJOR SUBDIVISION
 FINAL PLAT APPLICATION**

SUBDIVISION PROPOSED NAME: Desert Breeze Unit 3 SUBMITTAL DATE: 10/20/22

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
Being a portion of section 32, Block 78, Township 3, Texas and Pacific Railroad Co. Surveys town of Horizon, El Paso County, Texas.

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	<u>9.439</u>	<u>65</u>	OFFICE		
DUPLEX			STREET & ALLEY	<u>2.399</u>	<u>3</u>
APARTMENT			PONDING & DRAINAGE	<u>1.437</u>	<u>1</u>
MOBILE HOME			INSTITUTIONAL		
P.U.D.			OTHER		
PARK (Min 1 Acre)					
SCHOOL					
COMMERCIAL			TOTAL NO. SITES	<u>13.275</u>	<u>69</u>
INDUSTRIAL			TOTAL (GROSS) ACREAGE	<u>13.275</u>	

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? R-2 PROPOSED ZONING R-2

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

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

6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) On-site Ponding

7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES 6,000 Sq.ft.

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

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

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

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

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

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

14. OWNER OF RECORD Hunt Communities Holding, L.P. 4401 N. Mesa St. El Paso, TX, 79901
 (NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER Hunt Communities Holding, L.P. 4401 N. Mesa St. El Paso, TX, 79901
 (NAME & ADDRESS) (EMAIL) (PHONE)

16. ENGINEER Isaac Rodriguez 2020 E. Mills Ave. El Paso, TX 79901 irodriguez@h2o-terra.com (915) 533-1418
 (NAME & ADDRESS) (EMAIL) (PHONE)

17. APPLICANT Isaac Rodriguez 2020 E. Mills Ave. El Paso, TX 79901 irodriguez@h2o-terra.com (915) 533-1418
 (NAME & ADDRESS) (EMAIL) (PHONE)

18. REP/POINT OF CONTACT Isaac Rodriguez 2020 E. Mills Ave. El Paso, TX 79901 irodriguez@h2o-terra.com (915) 533-1418
 (NAME & ADDRESS) (EMAIL) (PHONE)

NOTE: Applicant is responsible for all expenses incurred by the City in connection with the Final plat approval request, including but not limited to attorney's fees, engineering fees and publication. Charges exceeding deposit will be invoiced separately. Initials IR
 Applicant Signature [Signature] EMAIL irodriguez@h2o-terra.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: \$150

DESERT BREEZE

UNIT THREE

BEING A PORTION OF SECTION 32, BLOCK 78, TOWNSHIP, TEXAS
AND PACIFIC RAILROAD COMPANY SURVEYS,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING IN ALL 578,113 SQUARE FEET OR 13.272 ACRES OF LAND MORE OR LESS
OWNER'S DEDICATION, CERTIFICATION

PRELIMINARY PLAT

PLAT NOTES AND RESTRICTIONS:

- THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO DESERT BREEZE UNIT THREE BY HORIZON REGIONAL M.U.D. IN ACCORDANCE WITH THEIR RULES AND REGULATIONS AND WITH SECTION 16.343 OF THE TEXAS WATER CODE. WATER AND SEWER SERVICES WILL BE EXTENDED TO THE SUBDIVISION FROM EXISTING FACILITIES LOCATED ON O'CONNOR DRIVE AND DYER STREET AND WILL BE CONSTRUCTED TO SERVE THIS SUBDIVISION WITHIN TWO (2) YEARS OF DATE OF THIS PLAT.
- BUILDINGS SHALL BE SET BACK AS FOLLOWS: FRONT LOT SETBACK A MINIMUM OF 20 FEET, SIDE LOT SETBACK A MINIMUM OF 5 FEET, SIDE LOT ABUTTING STREET (ROAD) A MINIMUM OF 10 FEET, AND BACK LOT SETBACK A MINIMUM OF 20 FEET. THESE SETBACKS DISTANCES SHALL NOT CONFLICT WITH SEPARATION OR SETBACK DISTANCES REQUIRED BY RULES GOVERNING PUBLIC UTILITIES, ON-SITE SEWAGE FACILITIES, OR DRINKING WATER SUPPLIES.
- THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENT LOCATIONS.
- PROPERTY CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
- SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED TS 5572, UNLESS OTHERWISE NOTED, AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
- NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
- BUILDER SHALL CONSTRUCT A 5 (FIVE) FOOT WIDE CONCRETE SIDEWALK AS PART OF THE CONSTRUCTION OF IMPROVEMENTS. THE SIDEWALKS ARE LOCATED ALONG FRONT, REAR AND SIDES OF EACH LOT WHERE THE LOT ABUTS A PUBLIC ROAD. RIFTON COURT AND ANDREPOINT STREET SHALL BE CONSTRUCTED BY THE DEVELOPER.
- BUILDER SHALL CONSTRUCT CONCRETE DRIVEWAYS BETWEEN THE ROAD CURB AND THE PROPERTY LINE AS PART OF THE CONSTRUCTION OF IMPROVEMENTS.
- THIS PROPERTY LIES IN ZONE X, AS DESIGNATED BY F.E.M.A.: COUNTY OF EL PASO, COMMUNITY PANEL #480 212 0250 B, DATED SEPTEMBER 4, 1991. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
- LOT OWNERS SHALL BE RESPONSIBLE FOR MAINTAINING THE SIDEWALKS, DRIVEWAYS, AND PARKWAYS ABUTTING THEIR PROPERTY.
- THE STORM WATER RUNOFF FROM DESERT BREEZE UNIT THREE WILL BE CONVEYED INTO THE ON-SITE RETENTION BASIN. LOT 25, BLOCK 3, ARE DESIGNATED AS PONDING AREA AND RETENTION PONDS. NO DWELLING/ OCCUPANCY SHALL BE PERMITTED ON LOTS. THESE LOTS SHALL BE DEEDED TO AND MAINTAINED BY HORIZON REGIONAL M.U.D..
- IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 232.025(6), IT IS HEREBY EXPRESSED THAT ALL PURCHASE CONTRACTS MADE BETWEEN A PURCHASER OF LAND IN THIS SUBDIVISION WILL CONTAIN A STATEMENT DESCRIBING WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THIS SUBDIVISION.
- VEHICULAR ACCESS TO LOTS ABUTTING RIFTON COURT AND ANDREPOINT STREET, SHALL BE FROM OTHER DEDICATED STREETS ONLY. THE INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE EL PASO COUNTY CLERK'S OFFICE, INSTRUMENT NO. _____ BOOK _____ PAGE _____ DATE _____.
- TAX CERTIFICATE(S) FOR DESERT BREEZE UNIT THREE ARE FILED IN THE EL PASO COUNTY CLERK'S OFFICE, INSTRUMENT NO. _____ BOOK _____ PAGE _____ DATE _____.
- RESTRICTIVE COVENANTS FOR DESERT BREEZE UNIT THREE ARE FILED IN THE EL PASO COUNTY CLERK'S OFFICE, INSTRUMENT NO. _____ BOOK _____ PAGE _____ DATE _____.

BENCHMARK NOTES:

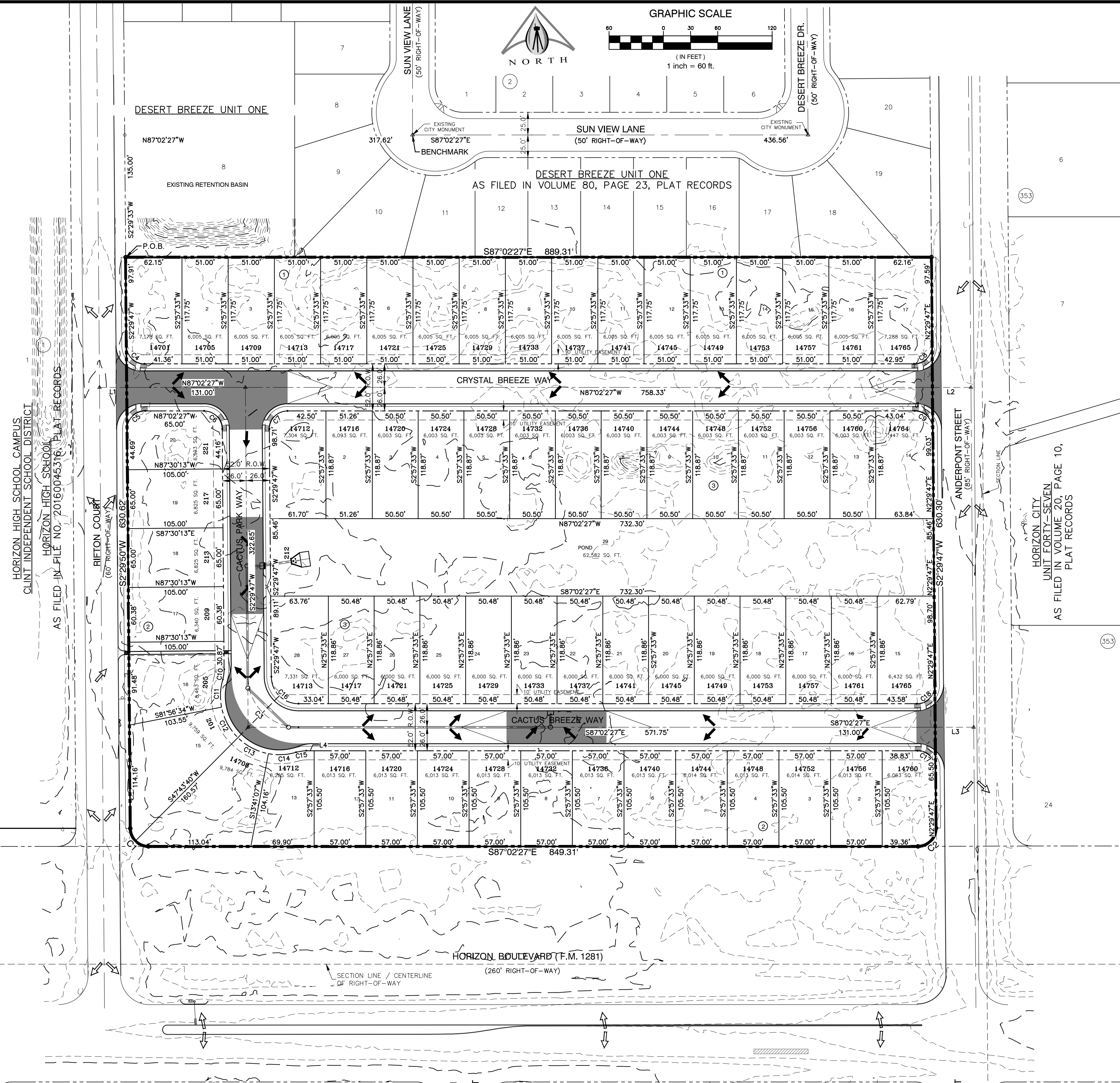
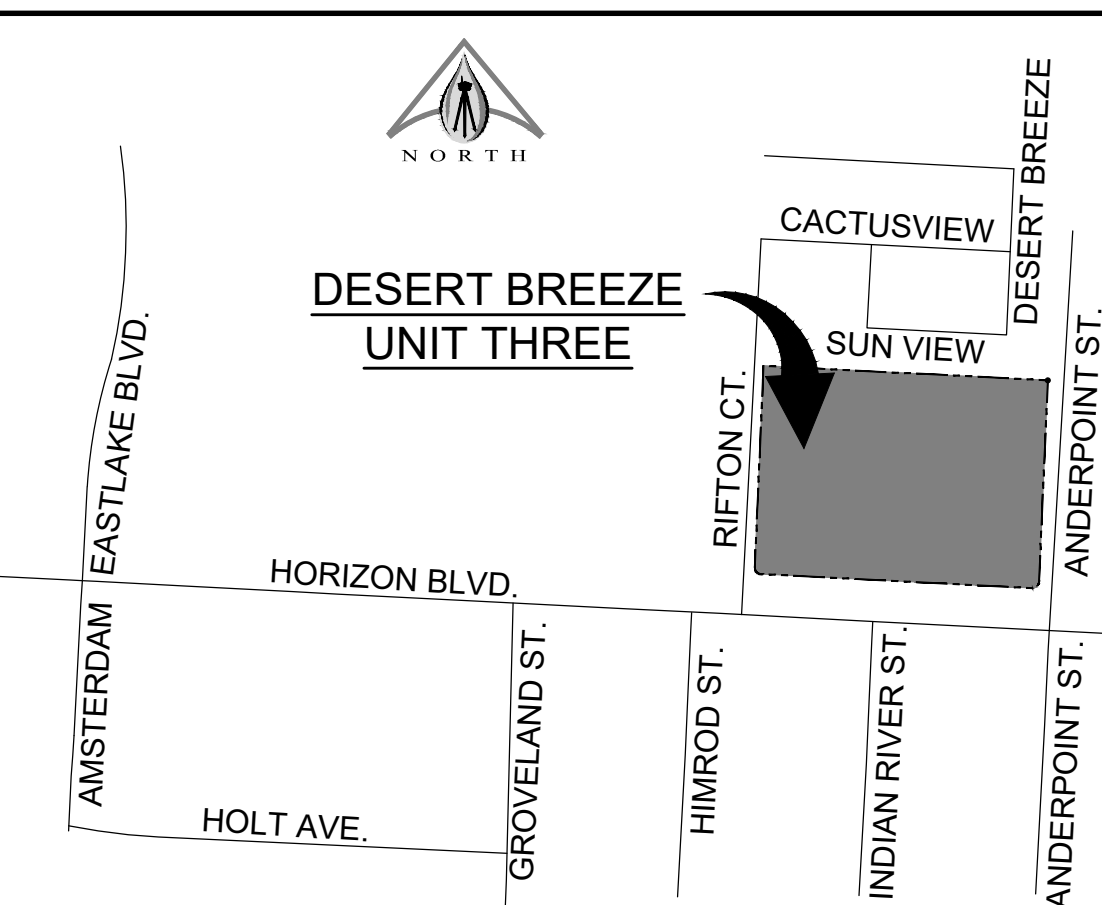
- BEARINGS, DISTANCES, AND COORDINATES SHOWN ARE BASED ON GPS OBSERVATIONS USING GRID, NAD 83, TEXAS CENTRAL ZONE.
- FOUND CITY MONUMENT LOCATED AT THE HEEL OF SUN VIEW DRIVE IN FRONT OF LOTS 9 AND 10, BLOCK 1, DESERT BREEZE UNIT ONE, HAVING A STATE PLANE COORDINATE VALUE: N:10,624,315.26', E:483,009.46' ELEVATION = 4022.19' (GRAPHICALLY DEPICTED ON PLAT)

PARCEL DESIGNATION	SQUARE FOOTAGE	ACRES
RESIDENTIAL	411,179.00 SQ.FT.	9.439 AC.
POND	62,582.00 SQ.FT.	1.437 AC.
RIGHT-OF-WAY	104,521.14 SQ.FT.	2.399 AC.
TOTAL	578,283 SQ.FT.	13.28 AC.

STREET NAME	LINEAR FEET
CRYSTAL BREEZE WAY	889.33 FT.
CACTUS PARK WAY	322.65 FT.
CACTUS BREEZE WAY	702.75 FT.

LOT COUNT		LEGEND	
RESIDENTIAL	=65	PROPOSED COUNTY MONUMENT	
BLOCK 1, LOT 1-17		SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED TS 5572, UNLESS OTHERWISE NOTED	
BLOCK 2, LOT 1-20		BOUNDARY LINE	
BLOCK 3, LOT 1-29		PROPERTY LINE	
POND	=1	CENTERLINE	
BLOCK 3, LOT 29			
TOTAL	= 66		

LOCATION MAP SCALE: 1"=600'



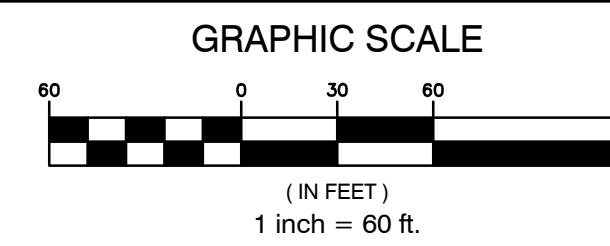
SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT
14521 HORIZON BOULEVARD,
EL PASO, TEXAS 79928
915-926-4000

NORTHEAST SERVICE AREA IMPACT FEES			
METER SIZE	METER CAPACITY RATIO	WATER	WASTEWATER
LESS THAN 1 INCH	1	\$1,178.00	\$291.00
1 INCH	1.67	\$1,967.00	\$486.00

ENGINEERING, SURVEYING, SOLUTIONS.
TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700
2020 E. MILLS AVENUE EL PASO, TX 79901
(915) 533-1418 FAX: (915) 533-4972

PRINCIPAL CONTACTS:				
OWNER:	NAME	ADDRESS	CITY & ZIP	PHONE
DEVELOPER:	ISAAC RODRIGUEZ, P.E. 143038	2020 E MILLS AVE	EL PASO, TEXAS 79901	915-533-1418
ENGINEER:	CHARLES HENRY GUTIERREZ, R.L.P.L.S. 5872	2020 E MILLS AVE	EL PASO, TEXAS 79901	915-533-1418
SURVEYOR:				

DESERT BREEZE UNIT THREE				
REVISION NUMBER	SHEET NAME OR NUMBER	DESCRIPTION OF REVISION	DATE OF REVISION	REVISION APPROVED BY



DESERT BREEZE

UNIT THREE

BEING A PORTION OF SECTION 32, BLOCK 78, TOWNSHIP3, TEXAS
AND PACIFIC RAILROAD COMPANY SURVEYS,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING IN ALL 578,113 SQUARE FEET OR 13.272 ACRES OF LAND MORE OR LESS

225

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	20.00'	31.25'	19.84'	28.17'	S42°16'20"E	89°32'14"
C2	20.00'	31.58'	20.16'	28.40'	N47°43'40"W	90°27'46"
C3	56.00'	87.51'	55.55'	78.88'	S42°16'20"E	89°32'14"
C4	20.00'	31.25'	19.84'	28.17'	S42°16'20"E	89°32'14"
C5	20.00'	31.58'	20.16'	28.40'	S47°43'40"W	90°27'46"
C6	20.00'	31.25'	19.84'	28.17'	N42°16'20"W	89°32'14"
C7	20.00'	31.58'	20.16'	28.40'	S47°43'40"W	90°27'46"
C8	20.00'	31.58'	20.16'	28.40'	N47°43'40"E	90°27'46"
C9	20.00'	31.25'	19.84'	28.17'	N42°16'20"W	89°32'14"
C10	40.00'	11.49'	5.78'	11.45'	N10°43'20"E	16°27'05"
C11	65.00'	30.64'	15.61'	30.35'	N5°26'43"E	27°00'19"
C12	65.00'	38.82'	20.01'	38.24'	N25°09'53"W	34°12'54"
C13	65.00'	38.62'	19.90'	38.05'	N59°17'36"W	34°02'34"
C14	65.00'	30.83'	15.71'	30.54'	N89°54'13"W	27°10'39"
C15	40.00'	11.49'	5.78'	11.45'	S84°44'01"W	16°27'05"
C16	30.00'	46.88'	29.76'	42.25'	S42°16'20"E	89°32'14"
C17	20.00'	31.25'	19.84'	28.17'	N42°16'20"W	89°32'14"
C18	20.00'	31.58'	20.16'	28.40'	N47°43'40"E	90°27'46"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S87°02'27"E	30.00'
L2	N87°02'27"W	42.50'
L3	N87°02'27"W	42.50'
L4	N87°02'27"W	8.68'

METES AND BOUNDS DESCRIPTION

Description of 13,272-acre parcel of land being a portion of Section 32, Block 78, Township 3, Texas and Pacific Railroad Surveys, Horizon City, El Paso County, Texas, being more particularly described by metes and bounds as follows to wit:

Commencing at an existing City monument at the heel intersection of Sun View Lane (50-foot Right-of-Way, in front of Lot 9, Block 1, Desert Breeze Subdivision Unit One Book 80, Page 23, Plat Records, El Paso County, Texas) from which another City monument at the intersection of Sun View Lane and Desert Breeze Drive (50-foot right-of-way) bears South 87°02'27" East, a distance of 436.56 feet; Thence, North 87°02'27" West, a distance of 317.62 feet to a point on the easterly right-of-way of Rifton Street (60-foot right-of-way) Thence, South 02°29'33" West, along said right-of-way line, a distance of 135.00 feet to a nail set on a rock wall being the Point of Beginning of this description;

Thence, South 02°29'33" West, along said right-of-way line 630.48 feet to a found 5/8" rebar with cap stamped "Roe Engineering";

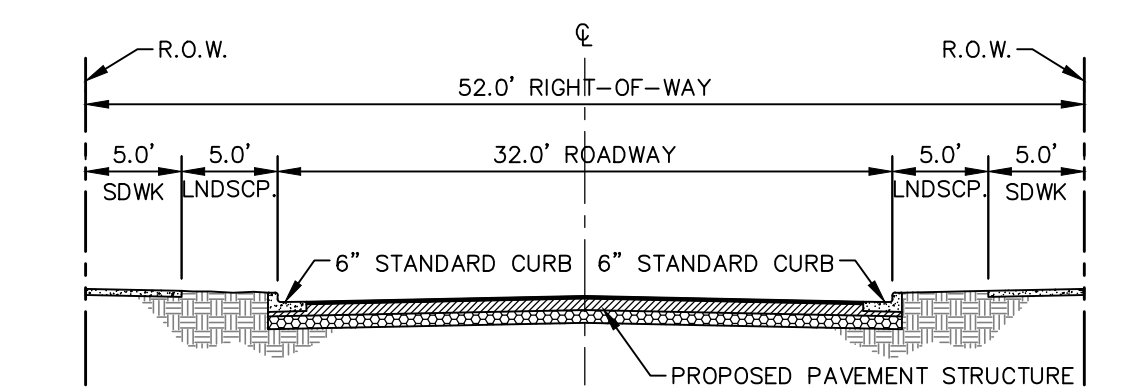
Thence, 31.25 feet continuing along said right-of-way line, along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 89°32'14", and a chord which bears South 42°16'34" East, a distance of 28.17 feet to a found 5/8" rebar on the northerly right-of-way line of Horizon Boulevard (260-foot right-of-way);

Thence, South 87°02'41" East, along said right-of-way line, a distance of 849.30 feet to a found 5/8" rebar with cap stamped "Roe Engineering";

Thence, 31.25 feet along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 89°32'14", and a chord which bears North 48°11'12" East, a distance of 28.17 feet to a found 5/8" rebar with cap stamped "Roe Engineering";

Thence, North 02°29'34" East, a distance of 630.42 feet to a nail set on a rock wall;

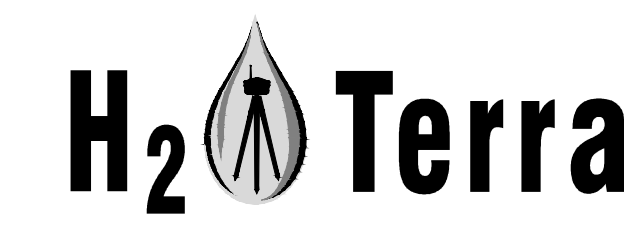
Thence North 87°02'27" West, along said boundary line, a distance of 889.30 feet, to the Point of Beginning and containing in all 578,113 square feet or 13.272 acres of land more or less.



RESIDENTIAL STREET (52' RIGHT-OF-WAY)
SCALE: 1"=10'

\\SERVER\clients\Hunt_Communities\GP_LLC\031622-7_Desert_Breeze_Unit_3\05-CADD\03 - Plots\02_Final\PRELIMINARY_PLAT_10.17.22.DWG 10/20/22 10:02AM

This document, whether in hard copy or machine readable format, is owned by H2O-Terra and an instrument of services in respect to the project for which it was prepared. This document is not intended or authorized for reuse by any party on extensions of such project or any other project. Any reuse, including copying and/or modifying the document, without written permission from H2O-Terra, for the specific purpose intended may be a violation of law. Unauthorized use of this material may result in civil and/or criminal penalties.



ENGINEERING, SURVEYING, SOLUTIONS.
TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700
2020 E. MILLS AVENUE EL PASO, TX 79901
(915) 533-1418 FAX: (915) 533-4972

PRINCIPAL CONTACTS:

OWNER:	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
DEVELOPER:	ISAC RODRIGUEZ, P.E. 143038	2020 E. MILLS AVE	EL PASO, TEXAS 79901	915-533-1418	915-533-4972
SURVEYOR:	CHARLES HENRY GUTIERREZ, R.P.L.S. 5872	2020 E. MILLS AVE	EL PASO, TEXAS 79901	915-533-1418	915-533-4972

DESERT BREEZE UNIT THREE

REVISION NUMBER	SHEET NAME OR NUMBER	DESCRIPTION OF REVISION	DATE OF REVISION	REVISION APPROVED BY

PREPARED: OCTOBER 12, 2022

SHEET 2 OF 2

DESERT BREEZE UNIT THREE

BEING A PORTION OF SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS, CONTAINING IN ALL 578,113 SQUARE FEET OR 13.272 ACRES OF LAND MORE OR LESS

OWNERS DEDICATION, CERTIFICATION

STATE OF TEXAS COUNTY OF EL PASO

HUNT COMMUNITIES GP LLC, OWNER(S) OF THE XXX ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED DESERT BREEZE UNIT THREE, HEREBY SUBDIVIDE THE LAND DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE USE OF THE PUBLIC THE STREET RIGHT-OF-WAYS, PONDS, AND UTILITY EASEMENTS AS HEREON LAID DOWN AND DESIGNATED, INCLUDING EASEMENTS FOR OVERHANG 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. SPECIFIC IMPROVEMENTS TO BE DEDICATED TO THE TOWN OF HORIZON CITY, TEXAS ARE THE STREET RIGHT-OF-WAYS. SPECIFIC IMPROVEMENTS TO BE DEDICATED TO THE HORIZON MUD FOR MAINTENANCE ARE: 1 POND, 1 DRAINAGE EASEMENT, AND 1 STORM SEWER SYSTEM.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:

- (A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET THE MINIMUM STATE STANDARDS;
- (B) SEWER CONNECTIONS TO THE LOTS MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
- (C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET THE MINIMUM STATE STANDARDS; AND
- (D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

HUNT PEYTON ESTATES, LLC
BY: HUNT COMMUNITIES DEVELOPMENT CO., LLC, ITS SOLE MEMBER

BY: JOSE LARES, VICE PRESIDENT

ACKNOWLEDGEMENT

THE STATE OF TEXAS COUNTY OF EL PASO

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2022 BY JOSE LARES AS, VICE PRESIDENT OF HUNT COMMUNITIES GP LLC, A TEXAS LIMITED LIABILITY COMPANY IN ITS CAPACITY AS SOLE MEMBER OF HUNT COMMUNITIES GP, LLC, A TEXAS LIMITED LIABILITY COMPANY WHO STATED THAT (S)HE EXECUTED SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC IN AND FOR EL PASO COUNTY, TEXAS

MY COMMISSION EXPIRES _____

TOWN OF HORIZON CITY PLANNING AND ZONING COMMISSION

THIS SUBDIVISION IS HEREBY APPROVED AS TO THE PLATTING AND AS TO THE CONDITIONS OF THE DEDICATION IN ACCORDANCE WITH CHAPTER 212 OF THE LOCAL GOVERNMENT CODE OF TEXAS THIS _____ DAY OF _____, 2022 A.D.

SECRETARY _____ CHAIRPERSON _____

CITY COUNCIL FOR TOWN OF HORIZON CITY

THIS SUBDIVISION IS HEREBY APPROVED AS TO THE PLATTING AND AS TO THE CONDITIONS OF THE DEDICATION IN ACCORDANCE WITH CHAPTER 212 OF THE LOCAL GOVERNMENT CODE OF TEXAS THIS _____ DAY OF _____, 2022 A.D.

ACCEPTED AND ADAPTED BY THE CITY COUNCIL OF THE TOWN OF HORIZON CITY THIS _____ DAY OF _____, 2022 A.D.

CITY CLERK _____ MAYOR _____

APPROVED FOR FILING THIS _____ DAY OF _____, 2022 A.D.

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF EL PASO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED AND RECORDED UNDER THE INSTRUMENT NO. _____

COUNTY CLERK _____ DATE _____

BY: DEPUTY _____ DATE _____

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND IS IN COMPLIANCE WITH THE CURRENT TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, PROFESSIONAL AND TECHNICAL STANDARDS, REGISTERED PUBLIC LAND SURVEYOR NO. 2449

CHARLES HENRY GUTIERREZ, R.P.L.S. 5572
FIRM REGISTRATION / LICENSE NO. 10060700

PREPARED BY AND UNDER THE SUPERVISION OF ISAAC RODRIGUEZ, REGISTERED PROFESSIONAL ENGINEER NO. 143538

ISAAC D. RODRIGUEZ, P.E.
TEXAS REGISTERED ENGINEERING FIRM F-2103

OWNER	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
DEVELOPER	ISAAC RODRIGUEZ, P.E.	2020 E MILLS AVE	EL PASO, TEXAS 79901	915-533-1418	915-533-4972
ENGINEER	ISAAC D. RODRIGUEZ	2020 E MILLS AVE	EL PASO, TEXAS 79901	915-533-1418	915-533-4972
SURVEYOR	CHARLES HENRY GUTIERREZ, R.P.L.S. 5572	2020 E MILLS AVE	EL PASO, TEXAS 79901	915-533-1418	915-533-4972

DESERT BREEZE UNIT THREE

REVISION NUMBER	SHEET NAME OR NUMBER	DESCRIPTION OF REVISION	DATE OF REVISION	REVISION APPROVED BY

PREPARED: OCTOBER 12, 2022

SHEET 1 OF 2

PLAT NOTES AND RESTRICTIONS:

- THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO DESERT BREEZE UNIT THREE BY HORIZON REGIONAL M.U.D. IN ACCORDANCE WITH THEIR RULES AND REGULATIONS AND WITH SECTION 16.343 OF THE TEXAS WATER CODE. WATER AND SEWER SERVICES WILL BE EXTENDED TO THE SUBDIVISION FROM EXISTING FACILITIES LOCATED ON O'CONNOR DRIVE AND DYER STREET AND WILL BE CONSTRUCTED TO SERVE THIS SUBDIVISION WITHIN TWO (2) YEARS OF DATE OF THIS PLAT.
- BUILDINGS SHALL BE SET BACK AS FOLLOWS: FRONT LOT SETBACK A MINIMUM OF 20 FEET, SIDE LOT SETBACK A MINIMUM OF 5 FEET, SIDE LOT ABUTTING STREET (ROAD) A MINIMUM OF 10 FEET, AND BACK LOT SETBACK A MINIMUM BE 20 FEET. THESE SETBACKS DISTANCES SHALL NOT CONFLICT WITH SEPARATION OR SETBACK DISTANCES REQUIRED BY RULES GOVERNING PUBLIC UTILITIES, ON-SITE SEWAGE FACILITIES, OR DRINKING WATER SUPPLIES.
- THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENT LOCATIONS.
- PROPERTY CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
- SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED TS 5572, UNLESS OTHERWISE NOTED, AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
- NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT.
- BUILDER SHALL CONSTRUCT A 5 (FIVE) FOOT WIDE CONCRETE SIDEWALK AS PART OF THE CONSTRUCTION OF IMPROVEMENTS. THE SIDEWALKS ARE LOCATED ALONG FRONT, REAR AND SIDES OF EACH LOT WHERE THE LOT ABUTS A PUBLIC ROAD, RIFTON COURT AND ANDREPOINT STREET SHALL BE CONSTRUCTED BY THE DEVELOPER.
- BUILDER SHALL CONSTRUCT CONCRETE DRIVEWAYS BETWEEN THE ROAD CURB AND THE PROPERTY LINE AS PART OF THE CONSTRUCTION OF IMPROVEMENTS.
- THIS PROPERTY LIES IN ZONE X, AS DESIGNATED BY F.E.M.A.: COUNTY OF EL PASO, COMMUNITY PANEL #480 212 0250 B, DATED SEPTEMBER 4, 1991. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
- LOT OWNERS SHALL BE RESPONSIBLE FOR MAINTAINING THE SIDEWALKS, DRIVEWAYS, AND PARKWAYS ABUTTING THEIR PROPERTY.
- THE STORM WATER RUNOFF FROM DESERT BREEZE UNIT THREE WILL BE CONVEYED INTO THE ON-SITE RETENTION BASIN. LOTS 25, BLOCK 3, ARE DESIGNATED AS PONDING AREA AND RETENTION PONDS. NO DWELLING OR OCCUPANCY SHALL BE PERMITTED ON LOTS. THESE LOTS SHALL BE DEEDED TO AND MAINTAINED BY HORIZON REGIONAL M.U.D..
- IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE 232.025(6), IT IS HEREBY EXPRESSED THAT ALL PURCHASE CONTRACTS MADE BETWEEN A PURCHASER OF LAND IN THIS SUBDIVISION WILL CONTAIN A STATEMENT DESCRIBING WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THIS SUBDIVISION.
- VEHICULAR ACCESS TO LOTS ABUTTING RIFTON COURT AND ANDREPOINT STREET, SHALL BE FROM OTHER DESIGNATED STREETS ONLY. THE INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE EL PASO COUNTY CLERK'S OFFICE, INSTRUMENT NO. _____, BOOK _____, PAGE _____, DATE _____.
- TAX CERTIFICATE(S) FOR DESERT BREEZE UNIT THREE ARE FILED IN THE EL PASO COUNTY CLERK'S OFFICE, INSTRUMENT NO. _____, BOOK _____, PAGE _____, DATE _____.
- RESTRICTIVE COVENANTS FOR DESERT BREEZE UNIT THREE ARE FILED IN THE EL PASO COUNTY CLERK'S OFFICE, INSTRUMENT NO. _____, BOOK _____, PAGE _____, DATE _____.

BENCHMARK NOTES:

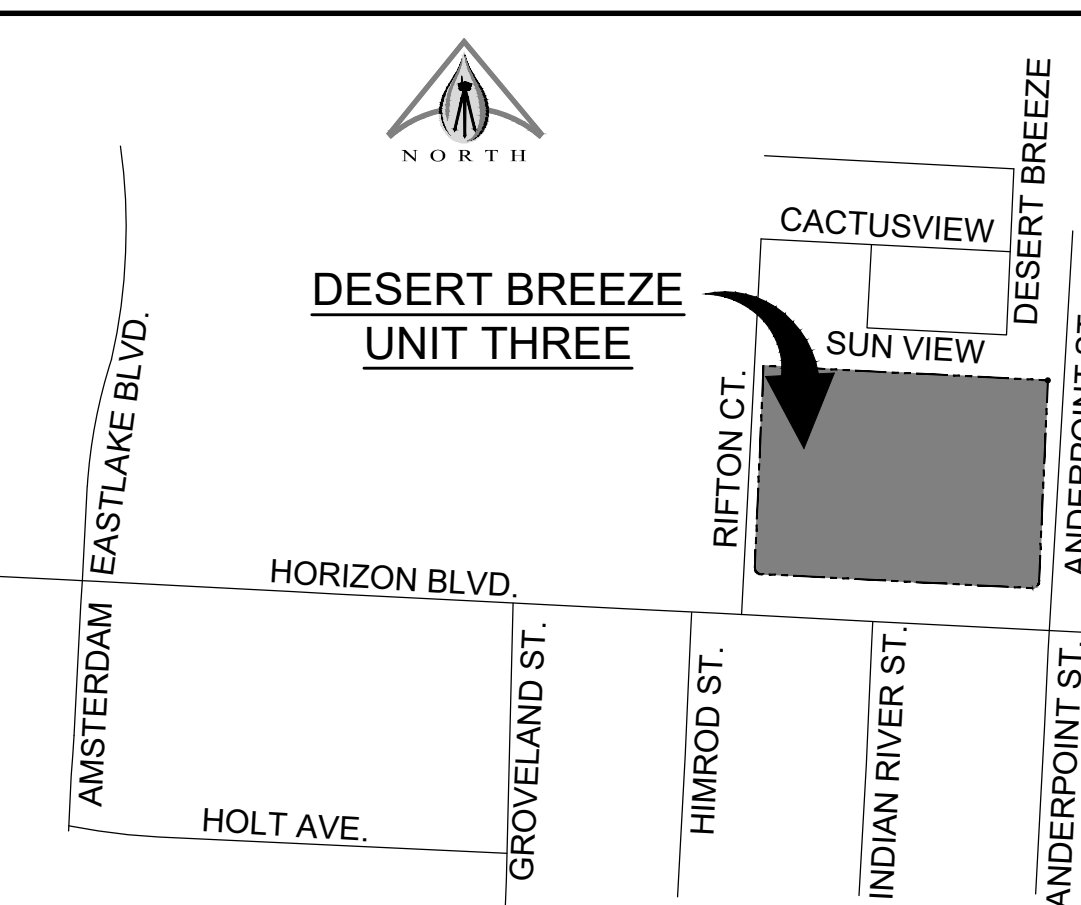
- BEARINGS, DISTANCES, AND COORDINATES SHOWN ARE BASED ON GPS OBSERVATIONS USING GRID, NAD 83, TEXAS CENTRAL ZONE.
- FOUND CITY MONUMENT LOCATED AT THE HEEL OF SUN VIEW DRIVE IN FRONT OF LOTS 9 AND 10, BLOCK 1, DESERT BREEZE UNIT ONE, HAVING A STATE PLANE COORDINATE VALUE: N:10,624,315.26', E:483,009.46' ELEVATION = 4022.19' (GRAPHICALLY DEPICTED ON PLAT)

PARCEL DESIGNATION	SQUARE FOOTAGE	ACRES
RESIDENTIAL	411,179.00 SQ.FT.	9.439 AC.
POND	62,582.00 SQ.FT.	1.437 AC.
RIGHT-OF-WAY	104,521.14 SQ.FT.	2.399 AC.
TOTAL	578,283 SQ.FT.	13.28 AC.

STREET NAME	LINEAR FEET
CRYSTAL BREEZE WAY	889.33 FT.
CACTUS PARK WAY	322.65 FT.
CACTUS BREEZE WAY	702.75 FT.

LOT COUNT	LEGEND
RESIDENTIAL = 65	PROPOSED COUNTY MONUMENT
BLOCK 1, LOT 1-17	SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED TS 5572, UNLESS OTHERWISE NOTED
BLOCK 2, LOT 1-20	BOUNDARY LINE
BLOCK 3, LOT 1-29	PROPERTY LINE
POND = 1	CENTERLINE
BLOCK 3, LOT 29	
TOTAL = 66	

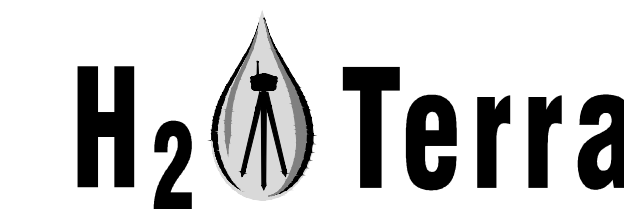
LOCATION MAP SCALE: 1"=600'



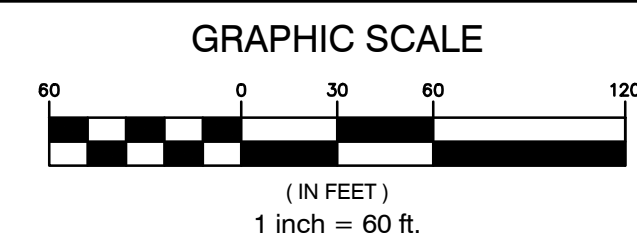
SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT
14521 HORIZON BOULEVARD,
EL PASO, TEXAS 79928
915-926-4000

This document, whether in hard copy or machine readable format, is owned by H2Terra and an instrument of services in respect to the project for which it was prepared. This document is not intended or authorized for reuse by any party on extensions of such project or any other project. Any reuse, including copying and/or modifying the document, without written permission from H2Terra, for the specific purpose intended may be a violation of law. Unauthorized use of this material may result in civil and/or criminal penalties.

NORTHEAST SERVICE AREA IMPACT FEES			
METER SIZE	METER CAPACITY RATIO	WATER	WASTEWATER
LESS THAN 1 INCH	1	\$1,178.00	\$291.00
1 INCH	1.67	\$1,967.00	\$486.00



ENGINEERING, SURVEYING, SOLUTIONS.
TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700
2020 E. MILLS AVENUE El Paso, TX 79901
(915) 533-1418 FAX: (915) 533-4972



DESERT BREEZE

UNIT THREE

BEING A PORTION OF SECTION 32, BLOCK 78, TOWNSHIP3, TEXAS
AND PACIFIC RAILROAD COMPANY SURVEYS,
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.
CONTAINING IN ALL 578,113 SQUARE FEET OR 13.272 ACRES OF LAND MORE OR LESS

227

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C3	56.00'	87.51'	55.55'	78.88'	S42°16'20"E	89°32'14"
C4	20.00'	31.25'	19.84'	28.17'	S42°16'20"E	89°32'14"
C5	20.00'	31.58'	20.16'	28.40'	S47°43'40"W	90°27'46"
C6	20.00'	31.25'	19.84'	28.17'	N42°16'20"W	89°32'14"
C7	20.00'	31.58'	20.16'	28.40'	S47°43'40"W	90°27'46"
C8	20.00'	31.58'	20.16'	28.40'	N47°43'40"E	90°27'46"
C9	20.00'	31.25'	19.84'	28.17'	N42°16'20"W	89°32'14"
C10	40.00'	11.49'	5.78'	11.45'	N10°43'20"E	16°27'05"
C11	65.00'	30.64'	15.61'	30.35'	N5°26'43"E	27°00'19"
C12	65.00'	38.82'	20.01'	38.24'	N25°09'53"W	34°12'54"
C13	65.00'	38.62'	19.90'	38.05'	N59°17'36"W	34°02'34"
C14	65.00'	30.83'	15.71'	30.54'	N89°54'13"W	27°10'39"
C15	40.00'	11.49'	5.78'	11.45'	S84°44'01"W	16°27'05"
C16	30.00'	46.88'	29.76'	42.25'	S42°16'20"E	89°32'14"
C17	20.00'	31.25'	19.84'	28.17'	N42°16'20"W	89°32'14"
C18	20.00'	31.58'	20.16'	28.40'	N47°43'40"E	90°27'46"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S87°02'27"E	30.00'
L2	N87°02'27"W	42.50'
L3	N87°02'27"W	42.50'
L4	N87°02'27"W	8.68'

METES AND BOUNDS DESCRIPTION

Description of 13.272-acre parcel of land being a portion of Section 32, Block 78, Township 3, Texas and Pacific Railroad Surveys, Horizon City, El Paso County, Texas, being more particularly described by metes and bounds as follows to wit:

Commencing at an existing City monument at the heel intersection of Sun View Lane (50-foot Right-of-Way, in front of Lot 9, Block 1, Desert Breeze Subdivision Unit One Book 80, Page 23, Plat Records, El Paso County, Texas) from which another City monument at the intersection of Sun View Lane and Desert Breeze Drive (50-foot right-of-way) bears South 87°02'27" East, a distance of 436.56 feet; Thence, North 87°02'27" West, a distance of 317.62 feet to a point on the easterly right-of-way of Rifon Street (60-foot right-of-way) Thence, South 02°29'33" West, along said right-of-way line, a distance of 135.00 feet to a nail set on a rock wall being the Point of Beginning of this description;

Thence, South 02°29'33" West, along said right-of-way line 630.48 feet to a found 5/8" rebar with cap stamped "Roe Engineering";

Thence, 31.25 feet continuing along said right-of-way line, along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 89°32'14", and a chord which bears South 42°16'34" East, a distance of 28.17 feet to a found 5/8" rebar on the northerly right-of-way line of Horizon Boulevard (260-foot right-of-way);

Thence, South 87°02'41" East, along said right-of-way line, a distance of 849.30 feet to a found 5/8" rebar with cap stamped "Roe Engineering";

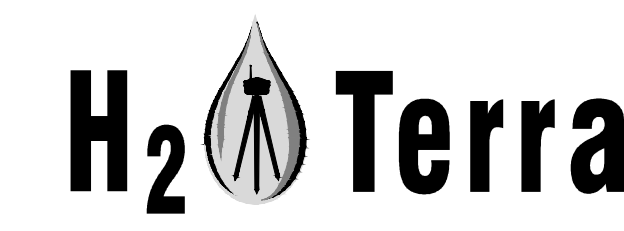
Thence, 31.25 feet along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of 89°32'14", and a chord which bears North 48°11'12" East, a distance of 28.17 feet to a found 5/8" rebar with cap stamped "Roe Engineering";

Thence, North 02°29'34" East, a distance of 630.42 feet to a nail set on a rock wall;

Thence North 87°02'27" West, along said boundary line, a distance of 889.30 feet, to the Point of Beginning and containing in all 578,113 square feet or 13.272 acres of land more or less.

\\SERVER\clients\Hunt_Communities\GP_LLC\031622-7_Desert_Breeze_Unit_3\05-CADD\03 - Plots\02_Final\FINAL_PLAT_10.07.22.DWG:10/12/22 1:51PM

This document, whether in hard copy or machine readable format, is owned by H2O-Terra and an instrument of services in respect to the project for which it was prepared. This document is not intended or authorized for reuse by any party on extensions of such project or any other project. Any reuse, including copying and/or modifying the document, without written permission from H2O-Terra, for the specific purpose intended may be a violation of law. Unauthorized use of this material may result in civil and/or criminal penalties.



ENGINEERING, SURVEYING, SOLUTIONS.
TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700
2020 E. MILLS AVENUE El Paso, TX 79901
(915) 533-1418 FAX: (915) 533-4972

PRINCIPAL CONTACTS:					
OWNER:	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
DEVELOPER:	ISAAC RODRIGUEZ, P.E. 143038	2020 E. MILLS AVE	EL PASO, TEXAS 79901	915-533-1418	915-533-4972
ENGINEER:	CHARLES HENRY GUTIERREZ, R.P.L.S. 5872	2020 E. MILLS AVE	EL PASO, TEXAS 79901	915-533-1418	915-533-4972
DESERT BREEZE UNIT THREE					
REVISION NUMBER	SHEET NAME OR NUMBER	DESCRIPTION OF REVISION	DATE OF REVISION	REVISION APPROVED BY	

PREPARED: OCTOBER 12, 2022

SHEET 2 OF 2



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 13, 2023

To: Honorable Mayor and Members of City Council

From: Art Rubio, Planner

SUBJECT: On a Specific Use Permit application (SUB-002510-2022) request to allow for a digital sign upgrade to an existing static sign in an A-1 (apartment) zone district 17018 Darrington Rd. Horizon City, Texas 79928, legally described as Portion of Lot 60, Block 43, Horizon Heights Unit Ten, Town of Horizon City, El Paso County, Texas. Application submitted by: David W. Miller, Representative

On November 8, 2022, the Planning and Zoning Commission voted 7-0 to recommend that the City Council approve a Specific Use Permit to allow for a digital sign upgrade for a static sign on a church located at 17018 Darrington Road with the staff's recommended conditions:

1. In accordance with Sections 1019 and 1021 of Chapter 10 in the Zoning Ordinance (Exhibit A of Chapter 14 Zoning) in the Municipal Code, the electronic display shall be restricted from displaying flashing, jumping, scrolling, and moving messages and shall only display static messages displayed for at least eight seconds. A change of message shall be accomplished within one second.
2. The electronic display shall not make use of the words, "stop", "go", "look", "slow", "danger" or similar word, phrase, symbol, or character so as not to interfere with, mislead or confuse traffic in accordance with Section 1019 as previously cited.
3. The brightness controls shall be set for dimming between sunset and sunrise.
4. The sign must comply with Section 1022.2(b) Permitted Signs, b. Nonresidential Uses (church, school, or park) located in Residential Districts of the City's Sign regulations. The total square footage of the sign must not exceed 40 square feet and must be located on private property, so the portion of the sign that currently encroaches onto the public right-of-way will need to be removed. The sign may remain at its current location provided that the encroachment is removed.

Chapter 10 Sign Regulations, Section 1021 (e) Prohibited Signs of the Zoning Ordinance in the Municipal Code prohibits moving, flashing, intermittently lighted and similar signs, but allows for signs displaying information electronically through a Special Permit (Specific Use Permit) that is granted by the City Council.

Staff has not received any correspondence in support or in opposition of the request and recommends approval of the request with conditions.



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

Case #: SUP-002510-2022
Application Type: Specific Use Permit (SUP)
P&Z Hearing Date: November 21, 2022
Staff Contact: Art Rubio
915-852-1046 ext.407; arubio@horizoncity.org

Address/Location: 17018 Darrington Rd., Horizon City, TX. 79928
Legal Description: Portion of Lot 60, Block 43, Horizon Heights Unit Ten
PID No.: H78801004300610

Acreage: Approximately 3 ± acres
Existing Use: First Baptist Church of Horizon City
Existing Zoning: A-1 (Apartments)
Request: Request is for an SUP to allow for an upgrade of an existing sign to an electronic LED Display sign in an A-1 Zone District
Owner: First Baptist Church of Horizon City
Applicant: David W. Miller

Surrounding Zoning and Land Use:

North: R-4 – Residential (Single Family Homes)
South: R-4 – Residential (Single Family Homes)/S1 (Open Space Golf Course)
East: R-4 – Residential (Single Family Homes)
West: R-4 – Residential (Single Family Homes)

Current Land Use Designation: Mixed Use
Nearest Park: Corky Park
Nearest School: Horizon Heights Elementary School

Application Description:

The applicant is requesting a Specific Use Permit to allow an electronic LED Display upgrade to an existing sign on the subject property. Chapter 10 Sign Regulations, Section 1021 (e) Prohibited Signs of the Zoning Ordinance in the Municipal Code prohibits moving, flashing, intermittently lighted and similar signs, but allows for signs displaying information electronically through a Special Permit (Specific Use Permit) that is granted by the City Council.

The location of the existing sign is along the property's frontage on Darrington Rd, an existing Major Arterial Road. Residential structures fronting on this roadway are over 110 ft. away from the sign and the property's size buffers it from the side and rear yards.

Notice:

In accordance with Section 211.007 of the Texas Local Government Code, notices of the October 17, 2022, public hearing were sent to those property owners within 200 feet of the

subject property on September 26, 2022. Staff has not received any communication in support or opposition to the SUP request.

Staff Recommendation:

Staff recommends **APPROVAL** of the request for a *Specific Use Permit* for the electronic sign upgrade on the subject property with the following conditions:

1. In accordance with Sections 1019 and 1021 of Chapter 10 in the Zoning Ordinance (Exhibit A of Chapter 14 Zoning) in the Municipal Code, the electronic display shall be restricted from displaying flashing, jumping, scrolling, and moving messages and shall only display static messages displayed for at least eight seconds. A change of message shall be accomplished within one second.
2. The electronic display shall not make use of the words, "stop", "go", "look", "slow", "danger" or similar word, phrase, symbol, or character so as not to interfere with, mislead or confuse traffic in accordance with Section 1019 as previously cited.
3. The brightness controls shall be set for dimming between sunset and sunrise.
4. The sign must comply with Section 1022.2(b) Permitted Signs, b. Nonresidential Uses (church, school, or park) located in Residential Districts of the City's Sign regulations. The total square footage of the sign must not exceed 40 square feet and must be located on private property, so the portion of the sign that currently encroaches onto the public right-of-way will need to be removed. The sign may remain at its current location provided that the encroachment is removed.

The Specific Use Permit for the proposed church sign upgrade is not detrimental to the health, safety, and welfare of the public.

Shaping the Horizon: 2030 – Future Land Use Map Designation:

The Future Land Use Map designates this area as mixed use. This land use designation includes all single-family detached homes and related accessory and ancillary uses. A minimum lot size or house size is not designated. That is to be determined by Zoning Code.

Options available to the Planning and Zoning Commission:

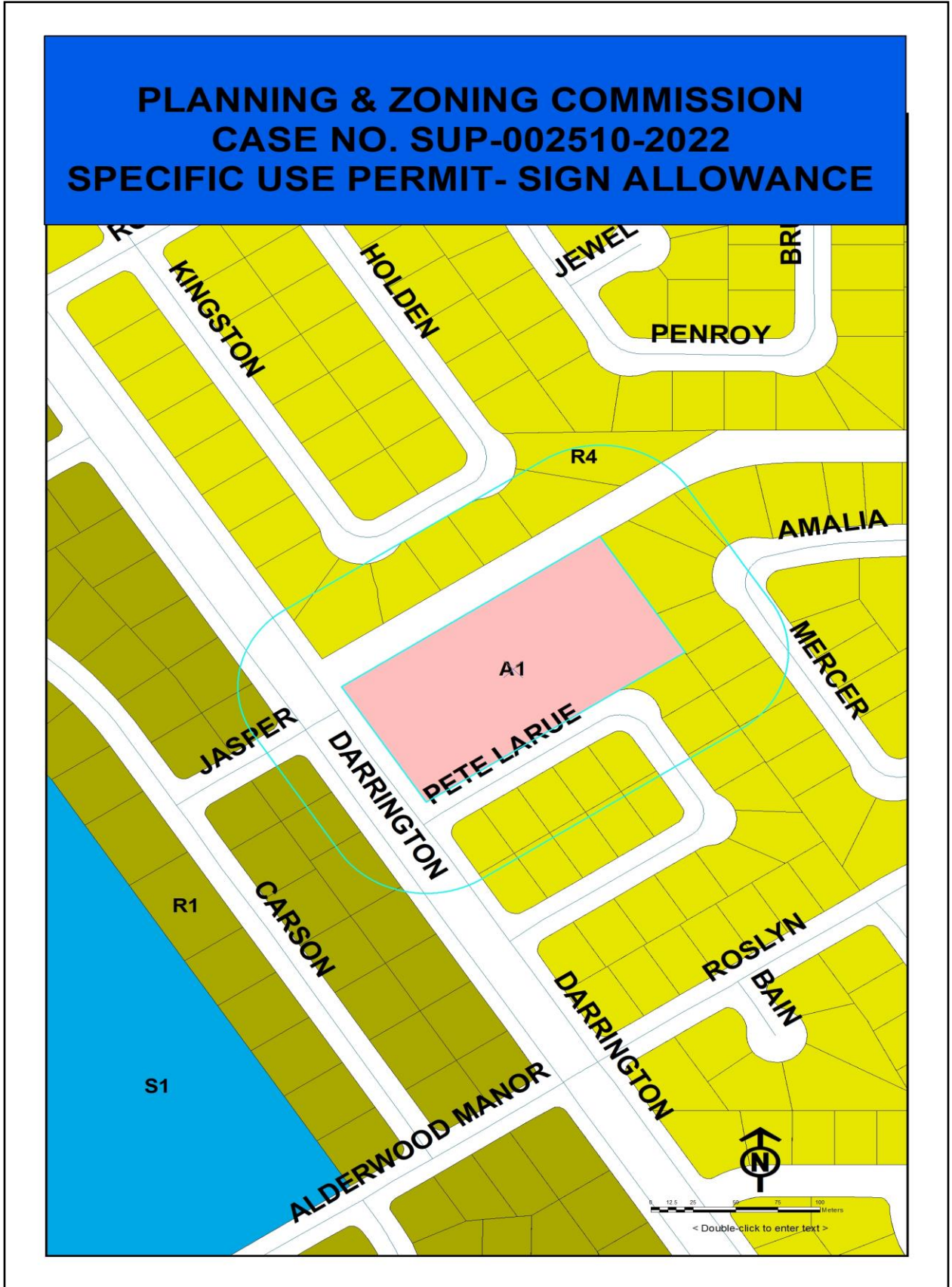
The Planning and Zoning Commission may consider the following options and additional requirements that it identifies when reviewing this specific use permit application:

1. Recommend approval of the request for Specific Use Permit in an A-1 Zoning District as stated.
2. Recommend approval of the request for Specific Use Permit in an A-1 Zoning District as stated, including any restrictions or modifications to bring the Specific Use Permit into conformance with the Zoning Regulations in the Municipal Code and the Shaping Our Horizon: 2030 A Comprehensive and Strategic Plan.
3. Recommend denial of the Applicant's request for Specific Use Permit finding that it is not in conformance with the Zoning Regulations in the Municipal Code and/or the Shaping Our Horizon: 2030 A Comprehensive and Strategic Plan

Attachments:

- 1 – Zoning Map
- 2 – Aerial Map
- 3 – Plat Copy
- 4 – Application
- 5 – Letter from Applicant
- 6 – Site Plan
- 7 – Sign Detail

Attachment 1: Zoning Map



Attachment 2: Aerial Map

**Planning & Zoning Commission
Case No. SUP-002510-2022
Specific Use Permit For an Electronic Sign**



Attachment 4: Application



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

SUP-002510-2022

**SPECIFIC USE PERMIT
 APPLICATION**

1. Property Owner of Record: First Baptist Church of Horizon City
17018 Darrington Road, H.C. 915-852-3027
(ADDRESS) (ZIP) (PHONE) (EMAIL)

2. Applicant: First Baptist Church of Horizon City Is applicant also the Owner? Yes No
 Contact Person: David W. Miller Is applicant also the Contractor? Yes No

Contractor: 15090 Teeda, Horizon City Tx 214-325-0172 toro-industries@
(ADDRESS) (ZIP) (PHONE) (EMAIL) yahoo.com

3. Contractor: Q.E. Construction, (Scott Quirroz)
14805 Kingston, Horizon City Tx 915-471-1592 Q.E.construction@
(ADDRESS) (ZIP) (PHONE) (EMAIL) yahoo.com

4. Site Address/Location: 17018 Darrington Road, Horizon City Tx 79928
 Legal Description: 42 Horizon Height #10 NW PT of Lot 60 (130682.39 SPT)
(Lot) (Block) (Subdivision Name)
 If the legal description of the complete tracts or if plat is not available, the required Metes & Bounds Description with a survey map is attached? Yes No

5. Briefly explain why you request a Specific Use Permit? Desire to upgrade sign

6. Land's Present Use: Church Zone _____
 Land Vacant Lot size 130,680 Structure Structure's size 12,413 Last known date the structure was occupied? Present
 Land's Proposed Use: No Changes Proposed Zone Use _____
 Will you be making any improvements to the existing lot or structure? Yes No This request includes Site Improvements for approval? Yes No

Schedule appointment with Building Official

Building Official Findings & Pre Licensing Consultation for Non-Conforming Use & Site Improvements

7. Non-Conforming use of a lot, uses, land & structures, uses of structures, premises & characteristics of use or site improvements, necessitates that the applicant and/or contractor consult with the Town's Building Official on the proposed project & Business to discuss any requirements for this request.

A field inspection on (date) _____ determined the lot is: Not Applicable Legal Non-Conforming Non-Conforming and Requires the following: _____

 Building Official Signature Date

NOTICE: Applicant is responsible for all expenses incurred by the City in connection with the Specific Use Permit 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 _____

8. Signatures: for 1st Baptist Church - H.C.
David W. Miller David W. Miller
(OWNER'S SIGNATURE) (OWNER'S PRINTED NAME)

David W. Miller David W. Miller
(APPLICANT'S SIGNATURE) (APPLICANT'S PRINTED NAME)

FEES:	
EL PASO TIMES PUBLISHING FEE	APPROXIMATELY \$280
ENGINEER FEES	\$60 PER EACH 1/2 HOUR

Application & Submittals Due Date: 9/22/22
 P&Z Scheduled Mtg. Date: 10/17/22
 City Council Scheduled Date: _____
 Application Received By: K. Redmond
 Date Application Rec'd: 9/17/22

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

Revised 04May2020

Attachment 6: Letter from Applicant

September 12, 2022

Members of the Planning and Zoning Commission

Town of Horizon City

Horizon City, Texas 79928

re: Specific Use Permit Requested by First Baptist

Church of Horizon City, 17018 Darrington

Road, N.E., Horizon City, Texas

Legal Description: 43 Horizon Heights #10 NLY

PT of Lot 60 (130 gpz .395 sq. ft)

The First Baptist Church of Horizon City hereby respectfully requests your favorable consideration of a Specific Use Permit that would allow the church to upgrade its lighted, bulletin board-like sign in front of the church facing 17018 Darrington Road, N.E.. The existing sign is nearly 30 years old.

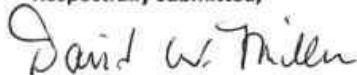
We propose to replace the existing sign with a new full color, pixel/LED containing sign purchased from Stewart Sign, a national sign manufacturer. The vendor has told us a similar sign was installed at the Horizon Middle School and scores of church institutions throughout the El Paso area.

The new sign would comply with all provisions of the Horizon City Ordinance governing signage in Horizon City.

After the existing sign is removed, the unique construction of the new sign —after the tie in of the electrical service already in place to the new sign—will be bolted in place to the existing two structural sign support posts mounted within concrete bases.

For your review, a picture of the existing sign, a rendition of the proposed new sign in place, and instructions for mounting the sign are attached.

Respectfully submitted,



David W. Miller

An assigned manager of this project by the First Baptist Church of Horizon City

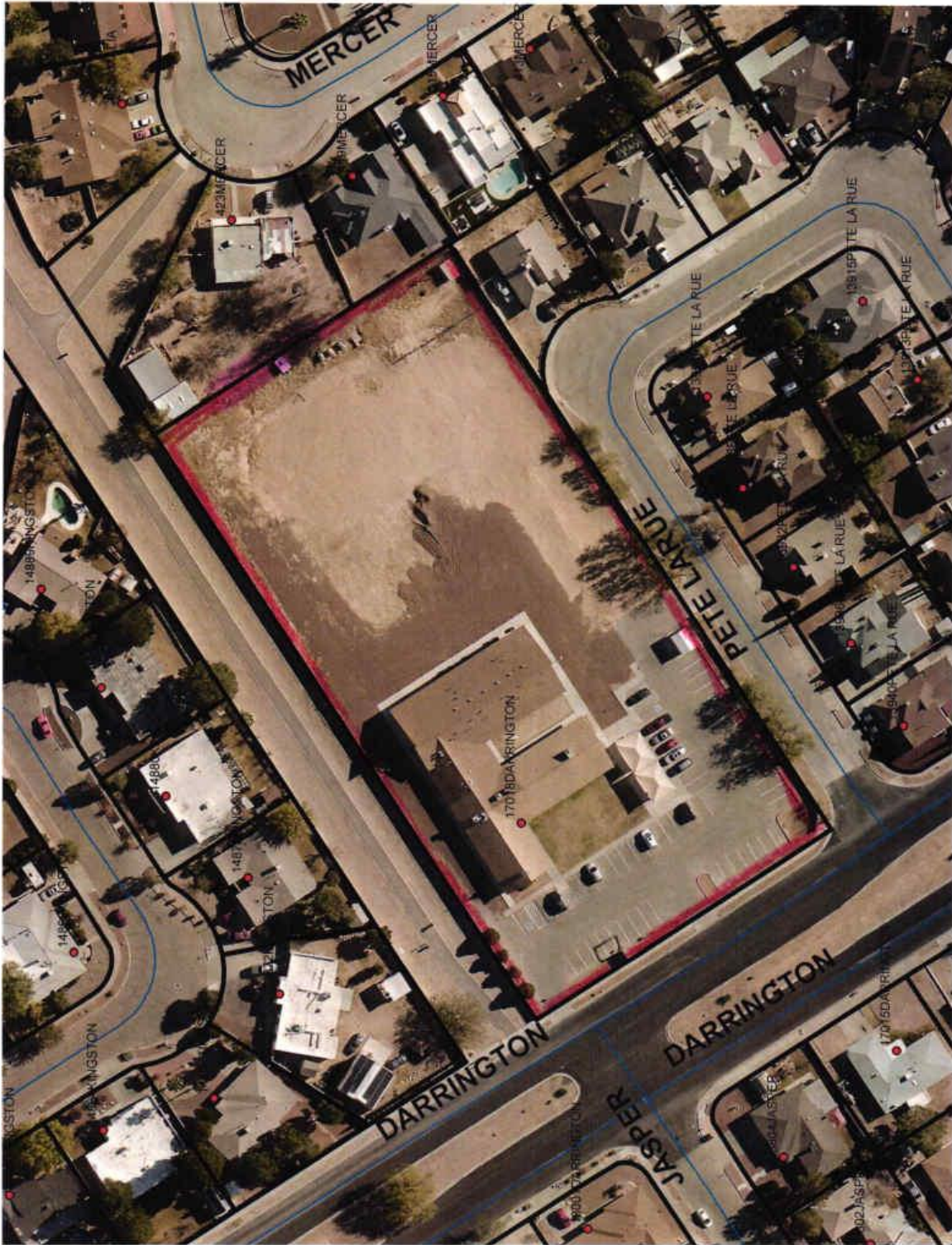
Attachments also include

Affidavit

Copy of Subdivision

Aerial Site Plan

Attachment 7: Composite Site Plan



Attachment 8: Sign Detail

Existing Sign



Proposed sign



Retouched Photo Not to Scale



TekStar Color 10mm 64x224
 Cabinet size: 4'x8'
 Sk: 998075-2a Cust: 1072361
 8/12/2022 CgO/gWinch PROPOSAL
 Scale: 5/8"=1' Cabinet Color: Almond

Signature _____

Date _____



This custom artwork is not intended to provide an exact match for ink, vinyl, paint, or LED color. Signs are designed for an illuminated graphic and art is based off of this premise. Non-illumination during daylight hours may result in a number of various observations. Backwork and materials are not included in this proposal with the exception of dimensional hardware.

Sign Detail

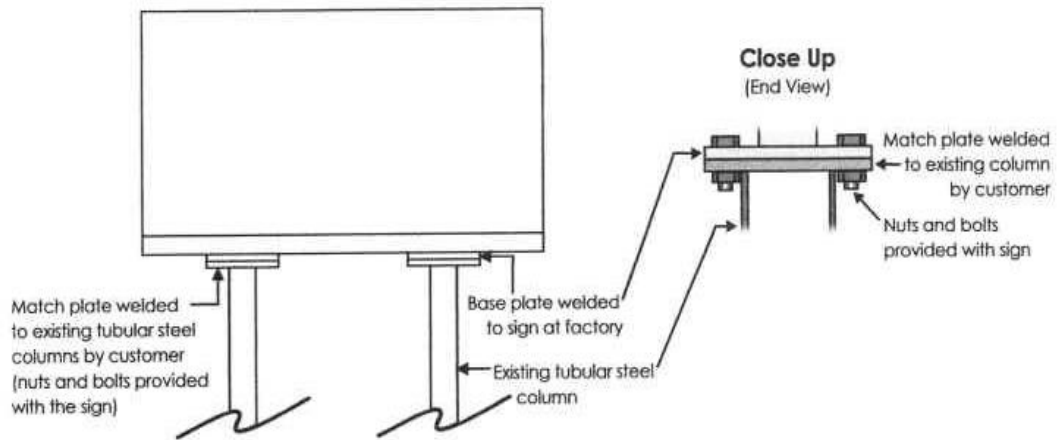


MATCH PLATE SURVEY

This survey is for signs with **two 12" x 12" base plates to be used in a match plate mount.**

Please provide the following measurements to ensure that your new sign will match up to the pre-existing structure.

Please provide exact measurements to the nearest 1/8th of an inch.

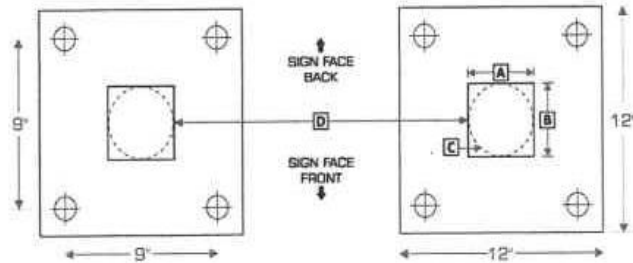


IF COLUMN IS SQUARE/RECTANGLE

Existing Tubular Steel Column Size

Dimension A: 4"

Dimension B: 4"



IF COLUMN IS ROUND

Existing Tubular Steel Column Diameter

Dimension C: _____

Distance Between Existing Tubular Steel Columns

Dimension D: 61"

Customer Signature: Jacob W. Miller
DATE: 11/21/22



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 13, 2023

To: Honorable Mayor and Members of City Council

From: Art Rubio, Planner

SUBJECT: On a Specific Use Permit application (SUB-002512-2022) request to allow for restaurant and retail, C-1 (General) & C-2 (Heavy Commercial) uses in an M-1 (Light Industrial) zone district. Property is located at 501 Darrington Rd. Horizon City, Texas 79928, legally described as a portion of Sections 42 and 43, also known as Tract 5D, Section 42 and Tract 1H, Section 43, Block 78, Township 3, Town of Horizon City, El Paso County, Texas. Application submitted by: Lorena Armenta, Representative

On November 8, 2022, the Planning and Zoning Commission voted 7-0 to recommend that the City Council approve a Specific Use Permit to allow for restaurant and retail use, C-1 (General Commercial) and C-2 (Heavy Commercial) uses in an M-1 (Light Industrial) Zone District property located at 501 Darrington Rd. with the following conditions:

That both existing structures be brought up to a conformance as outlined in the Zoning Ordinance for M-1 Zones, all requirements listed in the International Building Codes and Subdivision Code as the property is not platted.

Staff has not received any correspondence in support or in opposition of the request and recommends approval of the request with conditions.



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

Case No.: SUP-002512-2022
Application Type: Specific Use Permit (SUP)
P&Z Hearing Date: November 21, 2022
Staff Contact: Art Rubio, Planner
 915-852-1046 ext. 407; arubio@horizoncity.org

Address/Location: 501 S. Darrington Rd., Horizon City, TX 79928
Legal Description: A portion of Sections 42 and 43, also known as Tract 5D, Section 42 and Tract 1H, Section 43, Block 78, Township 3, Town of Horizon City, El Paso County, Texas

Acreage: Approximately 1 acre±
Existing Use: Vacant Building
Existing Zoning: M-1 (Industrial)
Request: SUP for C-1 & C-2 uses in an M-1 zone to allow for restaurant and small-scale retail use

Owner: Luis & Mercedes Tarango
Applicant: Lorena Armenta

Surrounding Zoning and Land Use:

		Land Use
N	M-1 (Light Industrial)	Warehousing/Heavy Truck Trailer Facility
E	R-9 (Single-Family Residential)	Region 19 Head start/Frank Macias Elementary
S	M-1 (Light Industrial)	Commercial and Industrial Development
W	M-1 (Light Industrial)	Commercial and Industrial Development

LAND USE AND ZONING:

	Existing	Proposed
Land Use	Vacant	Gym, Laundromat, retail
Zoning	M-1 (Light Industrial)	Specific Use Permit C-1, C-2 uses

F/L/Use Designation: Light Industrial/Warehouse
Nearest Park: Golden Eagle Park
Nearest School: Frank Macias Elementary School

Application Description:

The applicant is requesting a Specific Use Permit to allow for restaurant and retail use on a property zoned M-1 (Light Industrial). The proposed uses are considered commercial in the City's Municipal Code's Zoning Ordinance, Section 602.2 (BULK STANDARDS, C-1 and C-2

commercial zoning districts. As a result, the applicant is requesting a Specific Use Permit to allow for C-1 (General Commercial) and C-2 (Heavy Commercial) use on a property that is zoned M-1 (Industrial).

Notice:

In accordance with Section 211.007 of the Texas Local Government Code, notices of the October 2022, public hearing were mailed to those property owners within 200 feet of the subject property on September 26, 2022, and on October 26, 2022, for the November 21, 2022, public hearing.

Staff Recommendation:

Staff recommends **approval** of the request for a Specific Use Permit for a restaurant and retail use, a C-1 and C-2 use in an M-1 zone, with the condition that both the existing structure be brought up to a conformance as outlined in the Zoning Ordinance for M-1 Zones, all requirements listed in the International Building Codes and Subdivision Code.

Section 703.2 allows for C-1 and C-2 businesses to be located in an M-1 zone with a specific use permit for consideration by the Planning and Zoning Commission and approval by the City Council. Although this area is designated as M-1 (Light Industrial) on the future land use map, the commercial land uses along Darrington Road show that this corridor is transitioning into a commercial corridor.

Planning Comments:

Staff recommends approval of the request for a *Specific Use Permit* for a restaurant and retail use, subject to the condition requiring that the existing structures be brought up to compliance as outlined in the Industrial District of the Zoning Ordinance (Exhibit A of Chapter 14 of the Municipal Code), (the applicant is also aware a subdivision is required), as follows:

1. The site shall conform to all standards set forth in Chapter 7 of the Zoning Ordinance and all Subdivision regulation requirements, to include access, paved areas, landscaping, fencing, storage, and drainage. Such improvements shall be shown on the site plan submitted for building permits and shall require approval from the Town Engineer and Building Official.
2. Signs, if any, shall conform to the requirements set forth in Chapter 10 of the Zoning Ordinance.
3. Property owner or developer shall submit site development plans for approval prior to a building permit being issued for any portion of the project. Provisions for proper drainage shall be stated in the site development plans. Such plans must include depiction of access to and from Darrington Road and/or other streets.
4. The Subdivision Ordinance may require additional improvements, plans, and facilities to ensure code adherence.
5. Prior to the issuance of a Certificate of Completion/Occupancy, the Emergency Service District #1 shall inspect building for compliance to applicable codes.

Vision 2030 – Future Land Use Map Designation:

The Future Land Use Map designates this area as Central Industrial Park. The area expresses aspirations for a blend between Light Industrial and Heavy Commercial. Uses are described as warehouses, research and development, the manufacturing and/or assembly of goods to be sold off-site, and related accessory and ancillary uses included in this land use designation.

Options available to the Planning and Zoning Commission:

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

1. Recommend approval of the request for Specific Use Permit in an M-1 Zoning District as stated.
2. Recommend approval of the request for Specific Use Permit in an M-1 Zoning District as stated, including any modifications to bring the Specific Use Permit into conformance with the Zoning Ordinance and the Vision 2030: Comprehensive and Strategic Plan.
3. Recommend denial of the Applicant's request for Specific Use Permit finding that it is not in conformance with the Zoning Ordinance and/or the Vision 2030: Comprehensive and Strategic Plan.

Attachments:

Attachment 1 – Zoning Map

Attachment 2 – Aerial

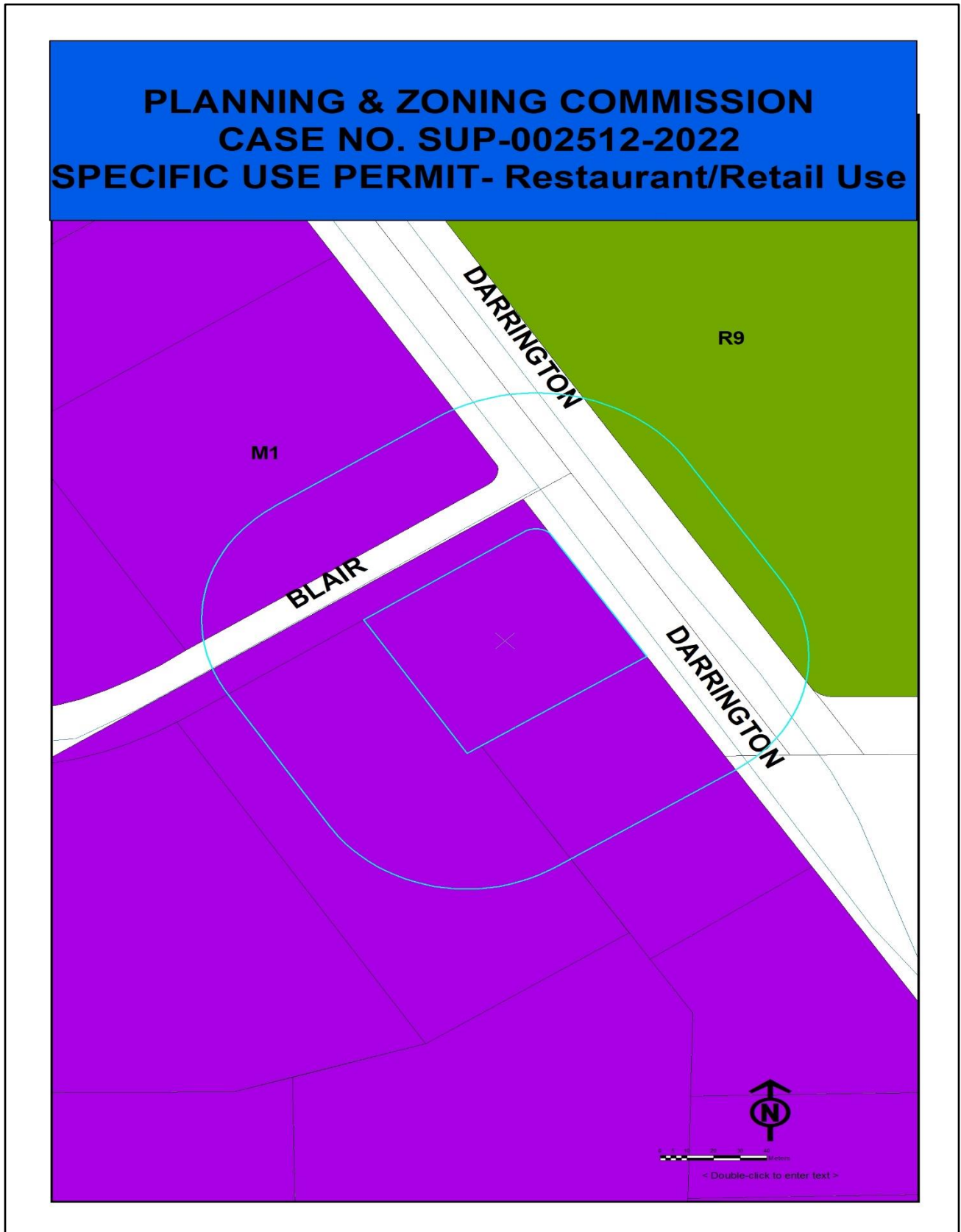
Attachment 3 – Site Plan

Attachment 4 - Survey

Attachment 5 – Letter to Board

Attachment 6 – SUP Application

Attachment 1: Zoning Map

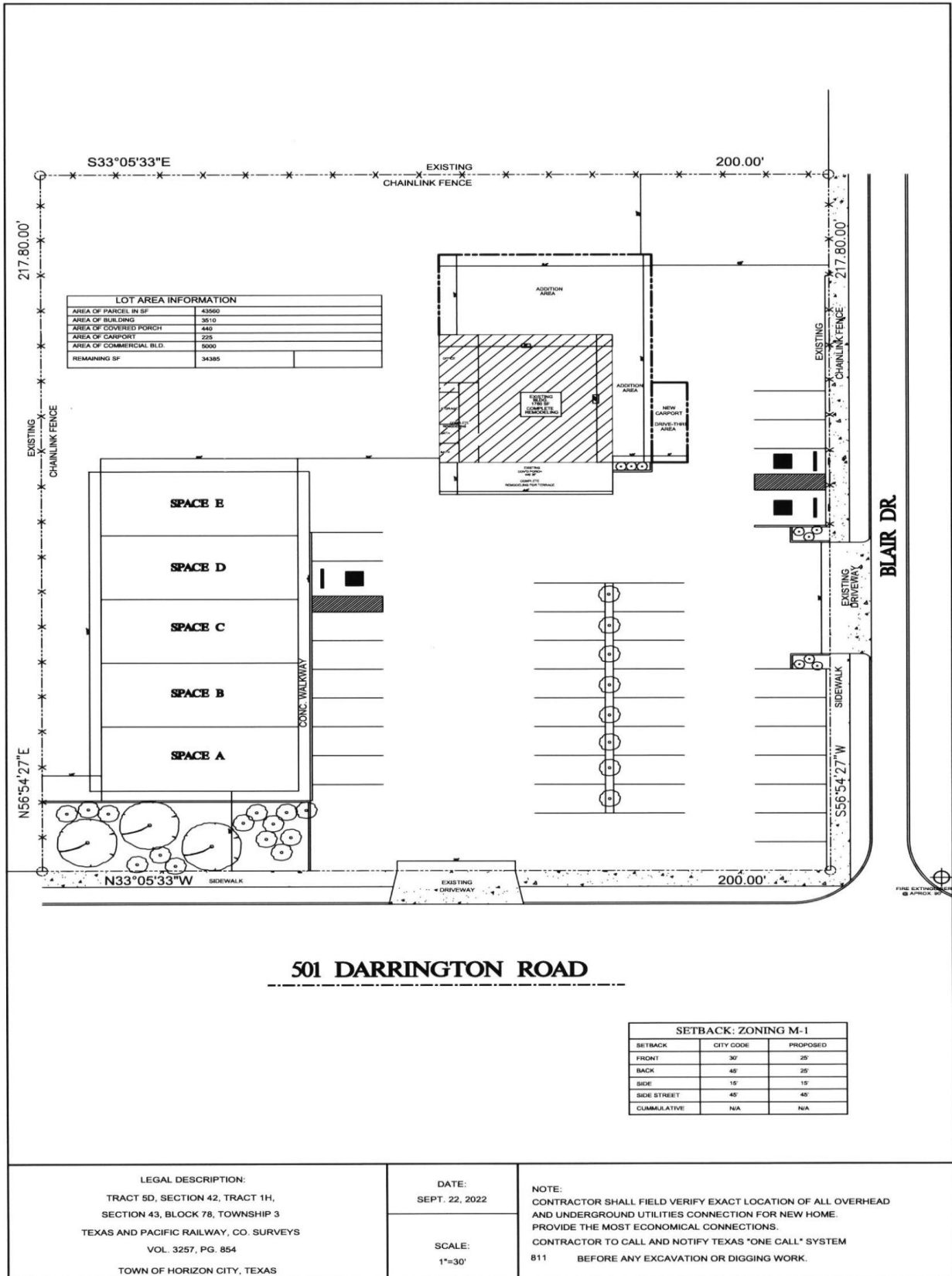


Attachment 2: Aerial

**PLANNING & ZONING COMMISSION
CASE NO. SUP-002512-2022
SPECIFIC USE PERMIT- Restaurant/Retail Use**



Attachment 3 - Site Plan



Attachment 5: Letter to Board

OCTOBER 12, 2022

501 DARRINGTON-SPECIAL PERMIT APPLICATION

TO WHOM IT MIGHT CONCERN:

Dear Sir or Madam, this letter is with the purpose to request a special permit for the above M-1 Industrial zoned reference property to open a restaurant and retail spaces that fall under the C-1 and C-2 Commercial Zoning.

Mr. Tarango and his wife are the owners of the property, and they have more than 20 years of experience in the restaurant business, they are going to open a new restaurant and are going to be the responsible for the management of the restaurant, and the tenants of the retail spaces.

Any questions, please do not hesitate to direct them during the Planning and Zoning Commission meeting.

Lorena Armenta

Owner's representative

Attachment 6: SUP Application

SUP-002512-2022



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

SPECIFIC USE PERMIT APPLICATION

1. Property Owner of Record: Luis + Mercedes Laranca
3008 Park North 79904 915-356-9508 ML Laranca086@yahoo.com
 (ADDRESS) (ZIP) (PHONE) (EMAIL)

2. Applicant _____ Is applicant also the Owner? Yes No
 Contact Person LORENA ARMENTA Is applicant also the Contractor? Yes No
12316 JAN HERRING WAY, EL PASO, TX 79936 (915) 892-8122
 (ADDRESS) (ZIP) (PHONE) (EMAIL)

3. Contractor _____
 (ADDRESS) (ZIP) (PHONE) (EMAIL)

4. Site Address/Location 501 DARRINGTON
 Legal Description: _____
 (Lot) (Block) (Subdivision Name)
 If the legal description of the complete tracts or if plat is not available, the **required Metes & Bounds Description** with a survey map is attached? Yes No

5. Briefly explain why you request a Specific Use Permit? _____

6. Land's Presents Use: _____ Zone _____
 Land Vacant Lot size _____ Structure Structure's size 1,800 Last known date the structure was occupied? unknown
 Land's Proposed Use: RESTAURANT-RETAIL Proposed Zone Use _____
 Will you be making any improvements to the existing lot or structure? Yes No This request includes *Site Improvements* for approval? Yes No

Building Official Findings & Pre Licensing Consultation for Non-Conforming Use & Site Improvements

7. Non-Conforming use of a lot, uses, land & structures, uses of structures, premises & characteristics of use or site improvements, necessitates that the applicant and/or contractor consult with the Town's Building Official on the proposed project & Business to discuss any requirements for this request.

A field inspection on (date) _____ determined the lot is: Not Applicable Legal Non-Conforming Non-Conforming and
 Requires the following: _____

 Building Official Signature Date

NOTICE: Applicant is responsible for all expenses incurred by the City in connection with the Specific Use Permit 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 _____

8. Signatures: Luis Laranca Luis Laranca
 (OWNER'S SIGNATURE) (OWNER'S PRINTED NAME)
Lorena Armenta LORENA ARMENTA
 (APPLICANT'S SIGNATURE) (APPLICANT'S PRINTED NAME)

FEES: \$460

EL PASO TIMES PUBLISHING FEE	APPROXIMATELY \$280
ENGINEER FEES	\$60 PER EACH 1/2 HOUR

Application & Submittals Due Date: 9/22/22
 P&Z Scheduled Mtg. Date: 10/17/22
 City Council Scheduled Date: _____
 Application Received By: L. Rodriguez
 Date Application Rec'd: 9/22/22

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

Revised 04May2020

Schedule appointment with Building Official



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: December 13, 2023

To: Honorable Mayor and Members of City Council

From: Art Rubio, Planner

SUBJECT: On a Specific Use Permit application (SUB-002515-2022) request to allow for gym, laundromat and retail, C-1 (General) & C-2 (Heavy Commercial) uses in an M-1 (Light Industrial) zone district. Property is located at 197 Darrington Rd. Horizon City, Texas 79928, legally described as Lot 1, Block 1, Horizon Industrial Park Unit One Replat "A", Town of Horizon City, El Paso County, Texas. Application submitted by: Michael Luciano, Representative

On November 8, 2022, the Planning and Zoning Commission voted 7-0 to recommend that the City Council approve a Specific Use Permit to allow for gym, laundromat and retail use, C-1 (General Commercial) and C-2 (Heavy Commercial) uses in an M-1 (Light Industrial) Zone District property located at 197 Darrington Rd. with the following condition:

That any existing or proposed structures be brought up to a conformance as outlined in the Zoning Ordinance for M-1 Zones and any requirements listed in the International Building Codes. Staff has not received any correspondence in support or in opposition of the request and recommends approval with condition.



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

Case No.: SUP-002515-2022
Application Type: Specific Use Permit (SUP)
P&Z Hearing Date: November 21, 2022
Staff Contact: Art Rubio, Planner
 915-852-1046 ext. 407; arubio@horizoncity.org

Address/Location: 197 S. Darrington Rd., Horizon City, TX 79928
Legal Description: Lot 1, Block 1, Horizon Industrial Park Unit One Replat "A", Town of Horizon City, El Paso County, Texas

Acreage: Approximately 2.3122 acres±
Existing Use: Vacant
Existing Zoning: M-1 (Industrial)
Request: SUP for C-1 & C-2 uses in an M-1 zone to allow for gym, restaurant laundromat, and retail use

Owner: Ajeya Bhava LLC
Applicant: Michael Luciano

Surrounding Zoning and Land Use:

Land Use		
N	C-2 (General Commercial)/C-1 (Heavy Commercial)/M-1 (Light Industrial)	Retail/Gas Station
E	C-1 (General Commercial)	
S	M-1 (Light Industrial)	Warehousing/Transportation
W	R-9 (Single-Family Residential)	Residential

LAND USE AND ZONING:

	Existing	Proposed
Land Use	Vacant	Gym, Laundromat, retail
Zoning	M-1 (Light Industrial)	Specific Use Permit C-1, C-2 uses

F/L/Use Designation: Light Industrial/Warehouse
Nearest Park: Golden Eagle Park
Nearest School: Frank Macias Elementary School

Application Description:

The applicant is requesting a Specific Use Permit to allow for gym, restaurant, laundromat and retail use on a property zoned M-1 (Light Industrial). The proposed uses are considered commercial in the City's Municipal Code's Zoning Ordinance, Section 602.2 (BULK STANDARDS, C-1 and C-2 commercial zoning districts. As a result, the applicant is requesting a Specific Use Permit to allow for C-1 (General Commercial) and C-2 (Heavy Commercial) use on a property that is zoned M-1 (Industrial).

Notice:

In accordance with Section 211.007 of the Texas Local Government Code, notices of the October 17, 2022, public hearing were mailed to those property owners within 200 feet of the subject property on September 26, 2022, and on October 26, 2022, for the November 21, 2022, meeting.

Staff Recommendation:

Staff recommends **approval** of the request for a Specific Use Permit for gym, laundromat and retail use, C-1 and C-2 uses in an M-1 zone, with the condition that any existing structures be brought up to a conformance as outlined in the Zoning Ordinance for M-1 Zones and any requirements listed in the International Building Codes.

Section 703.2 allows for C-1 and C-2 businesses to be located in an M-1 zone with a specific use permit for consideration by the Planning and Zoning Commission and approval by the City Council. Although this area is designated as M-1 (Light Industrial) on the future land use map, the commercial land uses along Darrington Road show that this corridor is transitioning into a commercial corridor.

Planning Comments:

Staff recommends approval of the request for a *Specific Use Permit* for gym, laundromat, restaurant, and retail use, subject to the condition requiring that any existing structures be brought up to compliance as outlined in the Industrial District of the Zoning Ordinance (Exhibit A of Chapter 14 of the Municipal Code) as follows:

1. The site shall conform to all standards set forth in Chapter 7 of the Zoning Ordinance and all Subdivision regulation requirements, to include access, paved areas, landscaping, fencing, storage, and drainage. Such improvements shall be shown on the site plan submitted for building permits and shall require approval from the Town Engineer and Building Official.
2. Signs, if any, shall conform to the requirements set forth in Chapter 10 of the Zoning Ordinance.
3. Property owner or developer shall submit site development plans for approval prior to a building permit being issued for any portion of the project. Provisions for proper drainage shall be stated in the site development plans. Such plans must include depiction of access to and from Darrington Road and/or other streets.
4. The Subdivision Ordinance may require additional improvements, plans, and facilities to ensure code adherence.
5. Prior to the issuance of a Certificate of Completion/Occupancy, the Emergency Service District #1 shall inspect building for compliance to applicable codes.

Vision 2030 – Future Land Use Map Designation:

The Future Land Use Map designates this area as Central Industrial Park. The area expresses aspirations for a blend between Light Industrial and Heavy Commercial. Uses are described as warehouses, research and development, the manufacturing and/or assembly of goods to be sold off-site, and related accessory and ancillary uses included in this land use designation. The are is transitioning to commercial uses.

Options available to the Planning and Zoning Commission:

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

1. Recommend approval of the request for Specific Use Permit in an M-1 Zoning District as stated.
2. Recommend approval of the request for Specific Use Permit in an M-1 Zoning District as stated, including any modifications to bring the Specific Use Permit into conformance with the Zoning Ordinance and the Vision 2030: Comprehensive and Strategic Plan.
3. Recommend denial of the Applicant's request for Specific Use Permit finding that it is not in conformance with the Zoning Ordinance and/or the Vision 2030: Comprehensive and Strategic Plan.

Attachments:

Attachment 1 – Zoning Map

Attachment 2 – Aerial

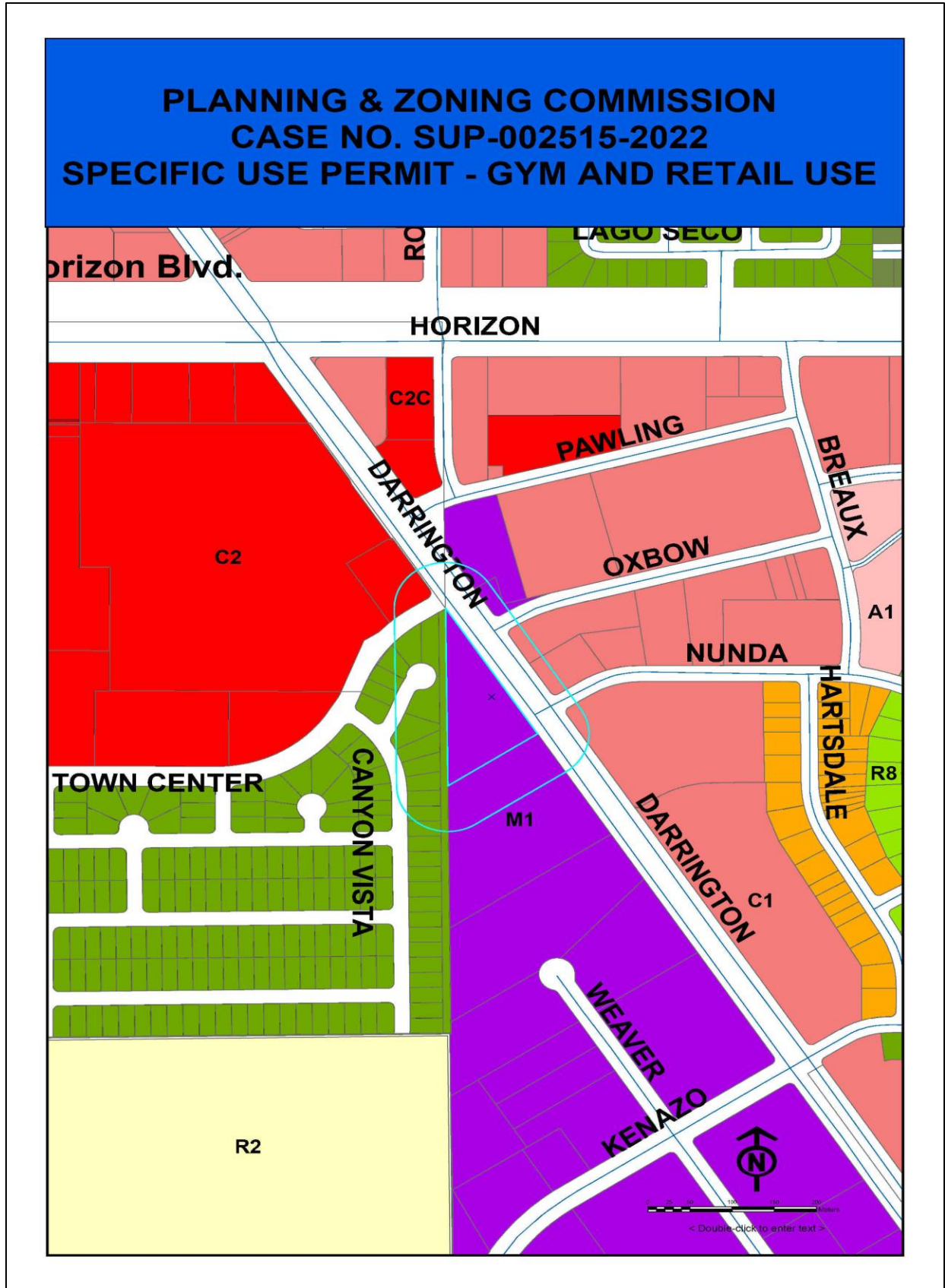
Attachment 3 – Site Plan

Attachment 4 - Survey

Attachment 5 – Letter to Board

Attachment 6 – Application

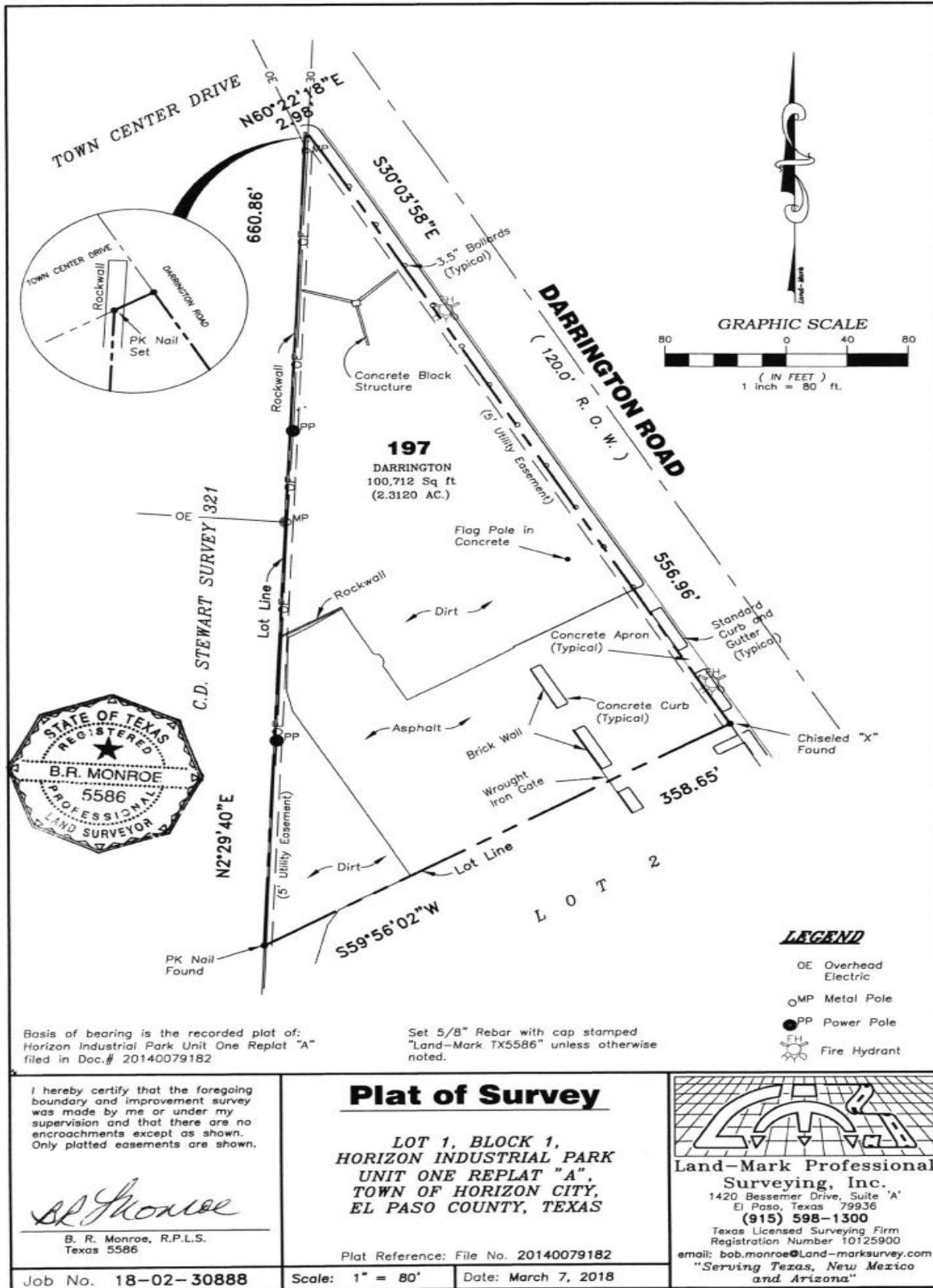
Attachment 1: Zoning Map



**PLANNING & ZONING COMMISSION
CASE NO. SUP-002515-2022
SPECIFIC USE PERMIT - GYM AND RETAIL USE**



Attachment 4: Survey



Attachment 5: Letter to Commission

Michael Luciano
1025 Texas Ave
El Paso, TX 79901

Re: 197 Darrington

Horizon City
P&Z Commission
To Whom It May Concern
Horizon City, TX

October 31, 2022

Dear Sir or Madam;

This is to request a special use permit for the above reference property. The purpose is to build a retail center to include a new Anytime Fitness, Stand-alone Quick Service Restaurant, Possible high-end laundromat.

I am purchasing the property from Ajeya Bhava LLC and will be the owner of the Anytime Fitness Franchise as well as the retail center.

If you have any questions, please do not hesitate to reach out to me during the P&Z commission meeting.

Best Regards,


Mike Luciano
Purchaser of 197 Darrington

Attachment 4: Application

SUP-002515-2022



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

SPECIFIC USE PERMIT APPLICATION

1. Property Owner of Record: Ajeya Bhava LLC
 6383 Montana Ave El Paso, TX 79925 915-731-3099 bruceponzio@aol.com
(ADDRESS) (ZIP) (PHONE) (EMAIL)

2. Applicant EL PASO GYM REAL ESATE OR ASSIGNS Is applicant also the Owner? Yes No
 Contact Person MICHAEL LUCIANO Is applicant also the Contractor? Yes No
1025 TEXAS AVE EL PASO TX 79901 915-526-3868 MIKE@ATFEP.COM
(ADDRESS) (ZIP) (PHONE) (EMAIL)

3. Contractor BEMITY GLOBAL LLC
1025 TEXAS AVE SUITE 101 EL PASO, TX 79901 915-526-3868 MIKE@ATFEP.COM
(ADDRESS) (ZIP) (PHONE) (EMAIL)

4. Site Address/Location 197 DARRINGTON
 Legal Description: _____
(Lot) (Block) (Subdivision Name)
 If the legal description of the complete tracts or if plat is not available, the **required** Metes & Bounds Description with a survey map is attached? Yes No

5. Briefly explain why you request a Specific Use Permit? _____

6. Land's Presents Use: _____ Zone _____
 Land Vacant Lot size _____ Structure Structure's size _____ Last known date the structure was occupied? _____
 Land's Proposed Use: NEW ANYTIME FITNESS AND RETAIL Proposed Zone Use _____
 Will you be making any improvements to the existing lot or structure? Yes No This request includes Site Improvements for approval? Yes No

Building Official Findings & Pre Licensing Consultation for Non-Conforming Use & Site Improvements

7. Non-Conforming use of a lot, uses, land & structures, uses of structures, premises & characteristics of use or site improvements, necessitates that the applicant and/or contractor consult with the Town's Building Official on the proposed project & Business to discuss any requirements for this request.

A field inspection on (date) _____ determined the lot is: Not Applicable Legal Non-Conforming Non-Conforming and Requires the following: _____

 Building Official Signature Date

NOTICE: Applicant is responsible for all expenses incurred by the City in connection with the Specific Use Permit 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 _____

8. Signatures:

(OWNER'S SIGNATURE) _____
(OWNER'S PRINTED NAME)

Michael Luciano
(APPLICANT'S SIGNATURE) MICHAEL LUCIANO
(APPLICANT'S PRINTED NAME)

FEES:	
EL PASO TIMES PUBLISHING FEE	APPROXIMATELY \$280
ENGINEER FEES	\$60 PER EACH 1/2 HOUR

Application & Submittals Due Date: _____
 P&Z Scheduled Mtg. Date: 11/21/22
 City Council Scheduled Date: 12/13/22
 Application Received By: KL
 Date Application Rec'd: 10/12/22

*DU PAID
w/ check
3122
KL*

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

Revised 04May2020

TOWN OF HORIZON CITY

ORDINANCE NO. 102, AMENDMENT NO. 036

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE TOWN OF HORIZON CITY, TEXAS, CHAPTER 14 (ZONING), EXHIBIT A (ZONING ORDINANCE), TO REVISE AND AMEND THE FOLLOWING: CHAPTER 6 (GENERAL COMMERCIAL DISTRICTS), SECTION 602.2 (BULK STANDARDS) SUBSECTION 602.2.2 (SETBACK REQUIREMENTS), AMENDING TABLE IN C-1 (GENERAL COMMERCIAL) AND C-2 (HEAVY COMMERCIAL) ZONING DISTRICTS, FRONT WITH PARKING AND SIDE ABUTTING STREET WITH PARKING SETBACK AND CHAPTER 7 (INDUSTRIAL DISTRICTS), SECTION 702.3 (HEIGHT AND BULK STANDARDS), SUBSECTION 702.3.1 (MINIMUM SETBACK STANDARDS) IN M-1 (LIGHT INDUSTRIAL) AND M-2 (HEAVY INDUSTRIAL) ZONING DISTRICTS FRONT AND SIDE WITH PARKING ADDING TABLES; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; CODIFICATION; PROPER NOTICE AND HEARING; AND EFFECTIVE DATE; THE PENALTY BEING AS PROVIDED IN SECTION 810 OF THE ZONING ORDINANCE (NO. 0102) OF THE TOWN OF HORIZON CITY, TEXAS, CREATING A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED \$2,000.

WHEREAS, a proposal was brought forward by staff to and considered by the Town of Horizon City Planning and Zoning Commission to amend portions of Ordinance No. 0102 relating to Setback Requirements in the C-1, C-2 and M-1 Zoning Districts; and

WHEREAS, the Planning and Zoning Commission considered the staff's proposals at its November 21, 2022, regular meetings and voted to recommend approval of the change to the ordinance; and

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

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

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

WHEREAS, pursuant to Texas Local Government Code section 51.001, the town has general authority to adopt an ordinance that is for the good government, peace or order of

the Town and is necessary or proper for carrying out a power granted by law to the Town; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace and order and that our physical environment has a direct impact on the chances for happy, prosperous lives for the residents of the Town of Horizon City to adopt this Ordinance and technical code; and

WHEREAS, the Texas Local Government Code Section 211.005(b) requires “that zoning regulations be uniform for each class or kind of building in a district”, furthermore, “regulations shall be adopted with reasonable consideration, among other things, for the character of each district and its particular suitability for particular uses, with a view of conserving the value of buildings, maximizing the best use of property, and encouraging the most appropriate use of land in the municipality”.

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

I. ENACTMENT OF AMENDMENTS

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code, the City Council of the Town of Horizon City hereby enacts and adopts this amendment no. 036 to Ordinance no.0102, which regulates zoning within the territorial limits of the Town of Horizon City and related matters, to amend Sections 602.2 and 702.3 as follows:

Section 602.2.2 Setback Requirements

<u>Setback Minimum in Feet</u>			
<u>1. Setback for all Construction or as otherwise permitted in Chapter 8 - General Provisions</u>	<u>Front with Parking</u>	<u>Without Parking</u> <u>Side</u>	<u>Side</u> <u>Rear</u>
	<u>45 0</u>	<u>30 0</u>	<u>15 10</u>
	<u>Side Abutting</u> <u>Street Abutting</u> <u>Street with Side</u> <u>Parking</u>	<u>Without Side</u> <u>Parking</u> <u>Side Abutting</u> <u>Residential</u> <u>or</u> <u>Apartment District</u>	<u>Rear</u>
	<u>45 10</u>	<u>30-10</u>	<u>15</u>

Section 702.3 Height and Bulk Standards M-1

702.3.1 Minimum Setback Standards. All buildings are to be set back from both front and side (when abutting a street) property lines by forty five (45) feet with parking and thirty (30) feet without parking. Both side and rear setbacks are fifteen (15) feet from the property lines.

702.3.1 Setback Standards Requirements

A.

<u>M-1 Setback Minimum in Feet</u>			
<u>1. Setback for all Construction or as otherwise permitted in Chapter 8 - General Provisions</u>	<u>Front with Parking</u>	<u>Without Parking</u> <u>Side</u>	<u>Side</u> <u>Rear</u>
	<u>45 0</u>	<u>30 0</u>	<u>15 10</u>
	<u>Side Abutting Street Abutting Street with Side Parking</u>	<u>Without Side Parking</u> <u>Side Abutting Residential or Apartment District</u>	<u>Rear</u>
	<u>45 10</u>	<u>30-10</u>	<u>15</u>

B.

<u>M-2 Setback Minimum in Feet</u>			
<u>1. Setback for all Construction or as otherwise permitted in Chapter 8 - General Provisions</u>	<u>Front with Parking</u>	<u>Without Parking</u> <u>Side</u>	<u>Side</u> <u>Rear</u>
	<u>45 15</u>	<u>30 0</u>	<u>15 10</u>
	<u>Side Abutting Street Abutting Street with Side Parking</u>	<u>Without Side Parking</u> <u>Side Abutting Residential or Apartment District</u>	<u>Rear</u> <u>Rear Abutting Residential or Apartment District</u>
	<u>45 10</u>	<u>30-15</u>	<u>15</u>

II. 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.

III. REPEALER

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

IV. SEVERABILITY

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

V. PROPER NOTICE AND MEETING

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

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

Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Sylvia Borunda Firth
City Attorney

Michelle Garcia
Planning Director

DRAFT

TOWN OF HORIZON CITY

ORDINANCE NO. 102, AMENDMENT NO. 036

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE TOWN OF HORIZON CITY, TEXAS, CHAPTER 14 (ZONING), EXHIBIT A (ZONING ORDINANCE), TO REVISE AND AMEND THE FOLLOWING: CHAPTER 6 (GENERAL COMMERCIAL DISTRICTS), SECTION 602.2 (BULK STANDARDS) SUBSECTION 602.2.2 (SETBACK REQUIREMENTS), AMENDING TABLE IN C-1 (GENERAL COMMERCIAL) AND C-2 (HEAVY COMMERCIAL) ZONING DISTRICTS, FRONT WITH PARKING AND SIDE ABUTTING STREET WITH PARKING SETBACK AND CHAPTER 7 (INDUSTRIAL DISTRICTS), SECTION 702.3 (HEIGHT AND BULK STANDARDS), SUBSECTION 702.3.1 (MINIMUM SETBACK STANDARDS) IN M-1 (LIGHT INDUSTRIAL) AND M-2 (HEAVY INDUSTRIAL) ZONING DISTRICTS FRONT AND SIDE WITH PARKING ADDING TABLES; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; CODIFICATION; PROPER NOTICE AND HEARING; AND EFFECTIVE DATE; THE PENALTY BEING AS PROVIDED IN SECTION 810 OF THE ZONING ORDINANCE (NO. 0102) OF THE TOWN OF HORIZON CITY, TEXAS, CREATING A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED \$2,000.

WHEREAS, a proposal was brought forward by staff and considered by the Town of Horizon City Planning and Zoning Commission to amend portions of Ordinance No. 0102 relating to Setback Requirements in the C-1, C-2 and M-1 Zoning Districts; and

WHEREAS, the Planning and Zoning Commission considered the staff's proposals at its November 21, 2022, regular meetings and voted to recommend approval of the change to the ordinance; and

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

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

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

WHEREAS, pursuant to Texas Local Government Code section 51.001, the town has general authority to adopt an ordinance that is for the good government, peace or order of the Town and is necessary or proper for carrying out a power granted by law to the Town; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace and order and that our physical environment has a direct impact on the chances for happy, prosperous lives for the residents of the Town of Horizon City to adopt this Ordinance and technical code; and

WHEREAS, the Texas Local Government Code Section 211.005(b) requires “that zoning regulations be uniform for each class or kind of building in a district”, furthermore, “regulations shall be adopted with reasonable consideration, among other things, for the character of each district and its particular suitability for particular uses, with a view of conserving the value of buildings, maximizing the best use of property, and encouraging the most appropriate use of land in the municipality”.

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

I. ENACTMENT OF AMENDMENTS

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code, the City Council of the Town of Horizon City hereby enacts and adopts this amendment no. 036 to Ordinance no.0102, which regulates zoning within the territorial limits of the Town of Horizon City and related matters, to amend Sections 602.2 and 702.3 as follows:

Section 602.2.2 Setback Requirements

Setback Minimum in Feet			
1. Setback for all Construction or as otherwise permitted in Chapter 8 - General Provisions	Front	Side	Rear
	0	0	10
	Side Abutting Street	Side Abutting Residential or Apartment District	
	10	10	

Section 702.3

Height and Bulk Standards M-1

702.3.1 Setback Requirements

A.

M-1 Setback Minimum in Feet			
1. Setback for all Construction or as otherwise permitted in Chapter 8 - General Provisions	Front	Side	Rear
	0	0	10
	Side Abutting Street	Side Abutting Residential or Apartment District	
	10	10	

B.

M-2 Setback Minimum in Feet			
1. Setback for all Construction or as otherwise permitted in Chapter 8 - General Provisions	Front	Side	Rear
	15	0	10
	Side Abutting Street	Side Abutting Residential or Apartment District	Rear Abutting Residential or Apartment District
	10	15	15

II. 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.

III. REPEALER

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

IV. SEVERABILITY

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

V. PROPER NOTICE AND MEETING

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

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

Town of Horizon City

By: _____
Ruben Mendoza, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Sylvia Borunda Firth
City Attorney

Michelle Garcia
Planning Director

Request for Proposals

TOWN OF HORIZON CITY ECONOMIC DEVELOPMENT CORPORATION

Solicitation No. 2022-008 RFP EDC Horizon City Small Business Economic Recovery Grant Program Services

Sealed bids will be received until
**October 25, 2022, at
2:00 PM MDT**

Return Bid to:

Gerardo "Efisio" Setzu
Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

The Town of Horizon City is moving toward an Online Bidding System by the name of BonFire. Eventually all bids will be submitted electronically through the BonFire portal in order to save time, paper and resources.

Bonfire Software will indicate all the dates and documents needed. Required documents will be made accessible in order to submit your bid.

At this time, bidders can still submit a physical bid or an electronic bid.

TABLE OF CONTENTS

	PAGE
Section A. Notice to Proposers	2
Section B. Information for Proposers	4
Section C. Instructions to Proposers	7
Section D. General Conditions, Specifications and Scope of Services	13
Section E. Offer/Bid Form	16
Exceptions	16
Section F. Addendum Receipt	17
Section G. Proposers Information Sheet/Signatures	18
Section H. Evaluation Process	19
Section I. Certificate of Non-collusion	22
Section J. Form of Contract	23

**Town of Horizon City Economic Development Corporation
Small Business Grant Program Contract**

**Section A
NOTICE TO PROPOSERS**

The Town of Horizon City (“City”) will accept proposals for Horizon City Small Business Economic Recovery Grant Program services for a contract with the Economic Development Corporation (HEDC). The initial contract term is for (1) year beginning on the date of the award by the City Council or indicated date, with one additional one-year option to extend the term exercisable at the City’s sole discretion. This Request for Proposals (“RFP”) includes a detailed scope-of-work and the proposed contract terms/conditions.

Proposals must be submitted to the City’s Purchasing Agent Office on or before 2:00 p.m. MDT on Tuesday, October 25, 2022. Please clearly mark the outside of your sealed envelope as “Proposal for Horizon City Small Business Economic Recovery Grant Program Services Contract.” Proposals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for delayed mail, carrier, etc., and the time/date stamp clock used upon receipt of any proposal in the City shall be the official time of receipt.

Proposals can and highly recommended to submit via the Bonfire Portal at the following link:

The proposals filed with the City shall be opened at the time stated in the advertisement, or any subsequently issued addendum, and publicly read aloud, and shall thereafter remain on file with the City.

The proposer agrees, to furnish all items supplies or services at the prices offered, and delivered at the designated point or points, within the time established for the contract if this offer is accepted within ninety (90) consecutive days from the date set for the receipt of offers. All offers shall expire on the 90th day after the offers are opened unless the Town of Horizon City requests an extension of the offers in writing and the proposer agrees to extend in writing.

Schedule of Events

The following Schedule of Events represents the City's estimate of the timetable that will be followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
Release RFP	September 30 , 2022
Last Day for Proposers to Submit Written Questions	October 7, 2022 12:00 p.m. MDT
Answers provided*	October 14, 2022
RFP Due Date	October 25, 2022 2:00 p.m. MDT
Bid Opening and List of Proposers Read Publicly	October 25, 2022 3:00 p.m. MDT
Evaluations	November 1 , 2022
EDC Board to Meet to decide on a recommendation on the Contract Award to City Council	November 16, 2022
Council to Meet to decide on Contract Award	December 13, 2022
Notification of Award	December 15, 2022

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment. *Amendments (answers/addenda) to this Solicitation will only be issued and posted on the City's website at or through Bonfire.

Contract Period

The term of this contract shall be for an initial term of one (1) year, with one, one-year (1) option to extend for an additional year at the City's sole discretion, as further provided in Section J, paragraph 1.

Notification to Unsuccessful Proposers

All awards are made by the City Council and posted on a regular or special agenda of the City Council in accordance with state law. All City Council agendas are posted on the Town of Horizon City's Web Page for review. The URL is: <http://www.horizoncity.org>. No other notice to unsuccessful proposers will be provided.

Section B
INFORMATION FOR PROPOSERS

The City will award the contract to the proposer that submits the proposal which is most responsive to this RFP and the City's needs. The evaluation of proposals and selection of the successful proposer (the "Contractor") shall not be based solely upon price but on the proposal, which receives the highest cumulative score for each of the evaluation factors delineated herein. The HEDC will evaluate proposals and make recommendations to the City Council.

The successful proposer must have at least one existing client of comparable size or project scope to the City, or larger, as further described in **Section H**.

SUBMISSION DEADLINE

Proposals can and are highly recommended to be submitted via the Bonfire Portal at the following link: <https://horizoncity.bonfirehub.com/portal/?tab=openOpportunities>. Proposal may also be filed in person according to the listed instructions on the following paragraph.

In person submission: If the proposals are submitted in person, they must be submitted to the City's Purchasing Agent on or before **Tuesday, October 25, 2022 at 2:00 p.m. MDT at the Front Office of the Horizon City Hall**. All bids must be in a sealed envelope clearly marked with the bid description "Horizon City Small Business Economic Recovery Grant Program Services" on the outside of the envelope. Proposals received by the Front Office of the Horizon City Hall after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for delayed mail, carrier, etc., and the time/date stamp clock used upon receipt of any proposal in the Front Office of the Horizon City Hall shall be the official time of receipt.

The proposals filed with the City shall be opened at the time stated in the advertisement, or any subsequently issued addendum, and publicly read aloud, and shall thereafter remain on file with the City.

RESPONSIVE PROPOSALS MAY NOT BE FAXED OR E-MAILED.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by the proposer guaranteeing authenticity. After the official opening, proposals may not be amended, altered, or withdrawn within ninety (90) consecutive calendar days without the written permission of the City.

No verbal or oral information given by the City or any official thereof shall be binding upon the City. Proposers shall rely exclusively upon their own estimates, investigations and other data

which are necessary for full and complete information upon which the proposal may be based. Any proposer, by submitting a proposal, represents and warrants: that it has prepared its proposal in accordance with the scope of services and general conditions, with full knowledge and understanding of the terms and provisions thereof; that it has reviewed, studied and examined the proposal prior to the signing and submission of same; and that it was cognizant of the terms of its proposal, verified its calculations and found them to be correct and agrees to be bound thereby.

CONDITIONAL PROPOSALS WILL NOT BE ACCEPTED

NOTICE: STATE SALES TAX

The City is by statute exempt from the State Sales Tax and Federal Excise Tax. The City will furnish, upon request, sales tax exemption forms to the Provider that is awarded the contract under this solicitation. The proposer shall bear the responsibility of any sales or use tax if any product or supply is deemed to be taxable by the State. Such situations may include paying state sales tax for the purchase, rental or lease of tools, machinery and equipment used in the performance of the awarded contract and for materials purchased which are not incorporated into the completed project. It is the obligation of the proposer to ascertain the amount of state sales tax to be paid under Chapter 151 of the Texas Tax Code and to include this amount in its bid submitted to the City. For further information, the proposer may wish to contact the Office of the Texas Comptroller of Public Accounts at 1-800-252-5555.

REQUESTS FOR CLARIFICATION

In order to meet the City’s schedule for awarding this contract, it is extremely important that requests for clarification or additional information, or requests for a change in the specifications or scope of work, be submitted in writing no later than **Friday, October 7, 2022 12:00 pm MDT.** Each interested party submitting questions shall clearly address each question by reference to a specific section, page, and item of this solicitation. Questions submitted after this date may not receive a response. Please refer to this Solicitation/Contract Number and Title in all correspondence.

SOLICITATION ADMINISTRATOR - CONTACT INFORMATION

<p>Primary Contact</p> <p>Gerardo “Efisio” Setzu Purchasing Agent 14999 Darrington Road Horizon City, TX 79928 (915) 852- 1046, ext. # 114 gsetzu@horizoncity.org</p>	<p>If Primary is not available due to an Emergency</p> <p>Lily Gaytan Finance Director 14999 Darrington Road Horizon City, TX 79928 (915) 852-1046, ext. #104 prandleel@horizoncity.org</p>
--	--

It is the proposer's responsibility to follow up and make certain that the City's Purchasing Agent received the request. Proposers shall promptly notify the City's Purchasing Agent of any ambiguity or inconsistency which they may discover upon examination of a solicitation document. During the bid process, proposers shall not contact any City staff except those designated in the text of this solicitation or in subsequent documentation. The City Council has adopted an ordinance forbidding communication during the solicitation period, except with the Solicitation Administrator who is the Purchasing Agent.

Non-compliance with this provision may result in rejection of the offer involved.

COPIES REQUIRED

ONE COMPLETE ORIGINAL COPY (**signed in blue ink**), ONE PAPER COPY, and ONE ELECTRONIC COPY of the PROPOSAL PACKAGE are required. Proposers must provide enough information with their proposal to constitute a definite, firm, unqualified and unconditional offer. The proposer shall submit its proposal with the required forms (UNALTERED) as furnished by the City. All proposals shall contain the following:

1. Those pages on which you are required to fill in prices, furnish other information, or which call for a signature, and
2. Any other information requested.

The submission or attachment of company "Quotation Forms" or any other documents containing alternative terms and / or conditions is not acceptable and may result in a proposal being deemed non-responsive. Unauthorized additions, serious omissions, bids that do not contain a unit price where required or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous are not acceptable and may result in a proposal being deemed non-responsive.

If proposal is being submitted via Bonfire, then ONE COMPLETE ORIGINAL COPY (signed in blue ink).

CONDITIONS OF WORK

It shall be each proposer's sole responsibility to inspect the sites of the work and to inform itself regarding all local conditions under which the work is to be done. It shall be understood and agreed that all such factors have been thoroughly investigated and considered in the preparation of the proposal submitted.

FEDERAL PROCUREMENT LAWS COMPLIANCE

This Contract may be financed in total or part with federal funds; therefore, the City and the HEDC must follow federal procurement laws.

2022-008 RFP EDC

Horizon City Small Business Economic Recovery Grant Program Services

Section C

INSTRUCTIONS TO PROPOSERS

1. RECEIPT AND OPENING OF PROPOSERS

- Proposals received in the Front Office of the Horizon City Hall after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for delayed mail, carrier, etc., and the time/date stamp clock used upon receipt of any bid in the Front Office of the Horizon City Hall shall be the official time of receipt.
- Proposals are solicited for furnishing the materials and services set forth in this RFP. Completed proposals must be received in the Front Office of the Horizon City Hall by the deadline stated above. All proposals must be in a sealed envelope clearly marked with the solicitation description and opening date on the outside of the envelope. If submitting your proposal by express mail, please place the proposal in a separate sealed envelope inside the carrier's envelope.
- **PROPOSALS MAY NOT BE FAXED OR E-MAILED.**
- Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by the proposer guaranteeing authenticity. After the official opening, proposals may not be amended, altered, or withdrawn within ninety (90) consecutive calendar days without the written permission of the City.

2. PREPARATION AND CONTENT OF PROPOSALS

- Proposals are advised that the documents included into this proposal packet shall constitute all the information which the City shall furnish. The City does not make any express or implied warranties relating to such documents. A proposer is required, prior to submitting any proposal, to review and read the scope of work, solicitation, and contract forms carefully; to visit the site of the work; to inform itself by its independent research, tests and investigations of the difficulties to be encountered and judge for itself the accessibility of the work and all attending circumstances affecting the cost of doing the work or time required for its completion; and to obtain all information required for its completion; and to obtain all information required to make an intelligent proposal.
- All Proposals shall contain the following information:
 - A. **A proposal to provide services articulating capabilities, no longer than fifteen (15) pages, shall include company biography, experience(s), accomplishments,**

previous customers, name, biographies or resumes of all persons who will or may be assigned to provide assistance under this RFP.

B. Those forms attached to this proposal in **Sections E through J** on which the proposer is required to furnish other information, or which call for a signature.

C. A proposer must also supply at least three (3) references on the form provided in **Section H**, excluding City departments and employees, for which a proposer has provided continuous services for at least the past two (2) years, including an existing client in comparable size or project scope to the City, or larger. Include name of the client, address, telephone number and name of representative with whom the City may speak.

D. The cost proposal on the form provided in **Section E**, Proposer Information Sheet/Signature shall include all fees and costs necessary to complete the work, including but not limited to the following: labor, insurance, overhead, travel time, mileage, and be exclusive of taxes.

E. Any other information requested.

3. ADDENDA AND INTERPRETATIONS

- No interpretation of the meaning of this solicitation or any other documents will be made to any interested party or proposer verbally. Every request for such interpretation should be in writing addressed to the Purchasing Agent, 14999 Darrington Road, Horizon City, Texas 79928. To be given consideration, the request for clarification or interpretation must be submitted and timely received, as stated in **Section B**, Requests for Clarification. Any and all such interpretations, and any supplemental instructions, will be in the form of written addenda to the solicitation which, if issued, will be delivered by Email or Fax to all prospective proposers at the respective addresses furnished for such purposes. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under its proposal as submitted. All addenda so issued shall become part of the contract documents and must be acknowledged on the proposal form.
- Any interpretations, corrections or changes to this RFP will be made by written addenda. The sole authority to issue addenda shall be vested in the City Purchasing Agent. Addenda will be sent to all who are known to have received a copy of this RFP.
- A proposer shall acknowledge receipt of all addenda as provided in **Section F** and all addenda so issued shall become part of the contract documents.

4. SIGNATURE FORMALITIES

- A proposer shall sign and date its proposal where shown in the signature block in the form in **Section G**. The person signing the proposal must have the authority to bind the proposer in a contract. Proposals which are not signed where indicated may be rejected.
- If the proposal is submitted by an individual, the proposer's name must be signed by the individual or a duly authorized agent. If the proposal is submitted by an association or partnership, the name and address must be given, and the proposal signed by a duly authorized member of the association or partnership. If the proposal is submitted by a corporation, the full corporate name and business address must be given, and the proposal signed by a duly authorized corporate officer or agent. Powers of attorney authorizing agents to sign the proposal must be properly certified and must be in writing and submitted with the proposal. The proposal shall be executed in ink.
- If the proposer is a corporation, a Corporate Certificate must be completed by the Secretary or by another officer if the proposal is signed by the Secretary. In lieu of the certificate, there may be attached to the proposal, copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.
- If the proposer is a partnership, each partner should sign the proposal. If the proposal is not signed by each partner, there should be attached to the proposal a duly authenticated power of attorney evidencing the signer's authority to sign such proposal for and on behalf of the partnership.
- If the proposer is an individual, the trade name (if the proposer is operating under an assumed name) should be indicated in the proposal and the proposal should be signed by such individual. If signed by one other than the proposer, there should be attached to the proposal a duly authenticated power of attorney evidencing the signer's authority to execute such proposal for and on behalf of the proposer.
- A DBA certificate must be provided if the proposer uses a trade name in the solicitation documents other than the name under which the company was organized.

5. SUBMISSION OF PROPOSAL – CONFLICT OF INTEREST

In addition, Section 176.006 of the Texas Local Government Code requires a proposer/offeror ("vendor") to file a conflict-of-interest questionnaire if the vendor has a business relationship with the City and has:

- a) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or
- b) has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor is required to file a questionnaire not later than the seventh business day after the later of the following:

- a) **the date the vendor begins discussions or negotiations to enter into a contract with the City or submits an application or response to a bid proposal; or**
- b) **the date the vendor becomes aware of a relationship or gives a gift to an officer or officer's family member.**

State law requires that a vendor file an updated questionnaire with the City Secretary's office annually, before September 1st, and or not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate. Compliance with this law is the responsibility of each vendor.

Note—only Form CIQ, adopted 1/01/2021 or as may be further amended, may be used.

- If this proposal is accepted and approved by the City, this proposal shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract with the exception of a change arising.
- By accepting this RFP and submitting a proposal on the item(s) set forth above the vendor is accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the form of contract attached.
- A vendor may be disqualified, and its proposal not considered for the following specific reasons:
 - a) reason for believing collusion exists among the vendors;
 - b) reasonable grounds for believing that any vendor is interested in more than one proposal for the work contemplated;
 - c) the proposal being currently in any litigation against the City, or where such litigation is contemplated or imminent, in the opinion of the City and in consultation with the City's legal counsel;
 - d) the vendor being in arrears on any existing contract or having defaulted on a previous contract;
 - e) lack of competency, responsibility, or financial capability;

- f) uncompleted work which in the judgment of the Purchasing Agent/Finance Director or designee shall prevent or hinder the prompt completion of additional work if awarded.

6. METHOD OF AWARD

- All proposals meeting the intent of this RFP will be considered for award. The HEDC will work with City staff in the evaluation and recommendation to City Council on the award.
- After proposals are opened, the proposals shall be tabulated for comparison on the basis of the evaluation criteria set forth within this RFP. Until final award of the contract, the City reserves the right to reject any or all proposals, to waive technicalities or irregularities at its option, to re-advertise for new proposals or proceed to do the work otherwise in the best interests of the City. Each proposer will be furnished a copy of the proposal tabulation upon request following the award of the contract by the City Council.
- The City may conduct a survey relating to the proposer's record of performance on past and present projects that are similar to the scope of work identified in this RFP, which may include services/projects not identified by the proposer. The City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any proposer's proposal. Such research may include, but not necessarily be limited to, discussions with outside vendors, interviews and site visits with the proposer's existing clients and analysis of industry reports. The City will make a finding of the proposer's Technical Resources/Ability to perform the bid scope of work based on the results of the survey. A proposer will be determined responsive if the City determines that the results of the Technical Resources/Ability survey reflect that the proposer is capable of undertaking and completing the bid scope of work in a satisfactory manner.
- The Contract shall be deemed as having been awarded when formal written Notice of Award shall have been duly served upon the Provider to which the City has awarded the contract by some officer or agent of the City duly authorized to give such notice. The Provider shall commence work on.
- Delivery of the NOTICE OF AWARD shall be hand-delivery, evidenced by a written and dated receipt, or by Certified Mail, and the date of receipt shall be established as the date of Delivery shown on the US Postal Service Domestic Return Receipt form or facsimile confirmation.
- The person or persons, partnership, company, firm, association, or corporation to whom a contract is awarded shall within ten (10) working days after receipt of the contract sign the necessary agreements entering into the required contract with the City and provide the necessary evidence of insurance as required under the contract documents within fifteen (15) days. No contract shall be binding on the City until all authorized signatures required by law have been affixed and the executed contract delivered to the Provider.

- The failure of the Provider to execute the contract within ten (10) days or provide the required evidence of insurance shall constitute a breach of its bid and the City may annul the award. In the event the City should seek new informal bids, the defaulting Provider shall not be eligible to submit a proposal.

7. CONE OF SILENCE POLICY

A "Cone of Silence" is imposed upon this bid after advertising and terminates at the time the City Clerk places a written recommendation on City Council Agenda. The Cone of Silence prohibits any communication regarding this Request for Proposals between, among others:

- Potential vendors, service providers, bidders, lobbyists or consultants and City's professional staff.
- Potential vendors, service providers, bidders, lobbyists or consultants, any member of the City's professional staff, the Mayor, Council Members or their respective staff and members of the respective selection committee.

The provisions above do not apply to, among other communications:

- Oral communications with the Purchasing Agent and designees, provided the communications are limited strictly to matters of process or procedure already contained in the solicitation document;
- The provisions of the Cone of Silence do not apply to oral communications at preproposal or pre-bid conferences, oral presentations before selection committees, contract negotiations during duly noticed public meeting, public presentations made to the Mayor and Council Members during a duly noticed public meeting; or
- Communications in writing at any time unless specifically prohibited by the applicable bid document.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render that proposer's or bidder's bid award voidable. Any person having personal knowledge of a violation of these provisions shall report such violations to the Purchasing Agent.

SECTION D
GENERAL CONDITIONS AND SCOPE OF SERVICES

GENERAL CONDITIONS

1. CONTRACTOR RESPONSIBILITIES:

A. **PROVISION OF SERVICES.** The Contractor shall provide all of the stated services and all reasonably related services in accordance with applicable professional standards of a consultant providing the requested services. The Contractor represents and warrants that it has the requisite qualifications, experience, personnel, and other resources to perform in the manner required by this contract.

B. **PERSONNEL.** The Contractor shall assign only qualified personnel to this contract. Upon request, the Contractor shall provide the names of key personnel used to fulfill this contract to the City and keep such list updated. The personnel who will work on site must pass a background check so as to be allowed to have unsupervised access within the City's Police Department's facility.

C. **COMMUNICATION.** The Contractor shall maintain appropriate best practices for the delivery of Retail Data and Recruitment Services to the satisfaction of the Horizon City Economic Development Corporation.

D. **NO DISCRIMINATION.** As a condition of this contract, the Contractor covenants and agrees that it will take all necessary actions to ensure, in connection with any work under this contract, that the Contractor, its associates and employees, will not discriminate in its treatment or employment of any individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or through contractual or other arrangements. In this regard, the Contractor shall keep, retain, and safeguard, all records relating to this contract for work performed hereunder for a minimum period of two (2) years from final contract completion, with full access allowed to authorized representatives of the City upon request, for purposes of evaluating compliance with this and other provisions of the contract.

E. **PRICES.** Price shall include all costs necessary to complete the work, including but not limited to the following: labor, insurance, overhead, and profit, travel time, mileage, and be exclusive of taxes.

F. **INSURANCE REQUIREMENTS.** By submitting its proposal, the Contractor affirms it has reviewed the insurance requirements found below in the applicable contract and confirms its ability to procure the required insurance upon award of this contract.

G. ENERGY COMPANY BOYCOTTS. By submitting its proposal, the Contractor 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. If circumstances relevant to this provision change during the course of the contract, the Contractor shall promptly notify the City.

H. FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION. By submitting its proposal, the Contractor verifies that: (1) 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. If circumstances relevant to this provision change during the course of the contract, the Contractor shall promptly notify the City.

I. FOREIGN TERRORIST ORGANIZATIONS. By submitting its proposal, the Contractor 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

J. ENTITIES THAT BOYCOTT ISRAEL. By submitting its proposal, the Contractor 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. If circumstances relevant to this provision change during the course of the contract, the Contractor shall promptly notify the City.

K. CONTRACT. By submitting its proposal, the Contractor affirms it has reviewed the attached contract(s) and takes no exceptions. Should the Contractor wish to make any changes to the contract, those changes should be listed in the exceptions portion of the bid form below.

SECTION E
SCOPE OF WORK

The selected Subrecipient must:

- a. Administer the Town of Horizon City’s Small Business Economic Recovery Grant Program, including the intake application process, documentation review, award of \$250,000 in small business grants, and technical assistance and educational components.
- b. Provide adequate staffing to ensure the successful implementation of all Horizon City small business loan/grant program aspects.
- c. Establish a process to intake applications in a manner that ensures Applicant eligibility and compliance with all federal ARPA program policy and requirements.
- d. Develop a web page where small businesses can view grant program policies, guidelines, and eligibility requirements and apply online.
- e. Develop an application form that is user-friendly as part of the intake process.
- f. Ensure that all program documents, resources, and operations are available to applicants in both English and Spanish.
- g. Develop a program and administer the distribution of ARPA funded loans/grants that targets micro enterprises and small businesses located within the city limits of the Town of Horizon City, in full accordance with all federal Coronavirus State and Local Fiscal Recovery Funds program policy and requirements noted in Part 35 – Pandemic Relief Programs at 31 CFR 35.
- h. Recruit and/or canvas Horizon City businesses to apply and fill out the program application, in conjunction with HEDC staff.
- i. Coordinate and monitor in-person and/or virtual workshops that address the needs of the applicant, and that address specific business skills, to include the following:
 - a. Capital formation
 - b. Financial forecasting
 - c. Accounting
 - d. Business planning
 - e. Sales and marketing

- j. Detail how they will provide training and services based out of the Horizon City Economic Development Corporation offices located within the Town of Horizon City, **when reasonably possible**.
- k. Provide monthly reports, to the Horizon Economic Development Corporation (HEDC), on the following:
 - a. The number of completed applications.
 - b. How the recipients were previously affected by the Covid 19 event.
 - c. The number of businesses that received assistance and were funded, including the purpose of funding, job count for each business, industry category (based on NAICS), number of veteran-owned, women-owned, minority-owned, and HUB businesses.
- l. Comply with any audit requested by the federal agency supervising the use of federal funds.

Section E
OFFER/BID FORM

FAILURE TO BID ON ALL ITEMS SHALL DEEM THE PROPOSER/ NON-RESPONSIVE.

Monthly Services Cost	One Year Total (per month cost x 12)	Two Year Total (annual cost x 2)

NOTE: in the event that the contract is extended as per Section 1 in the Contract Clauses, any month-to-month extension will be paid on the price per month for the Scope of Work Services. Should the City extend the contract for one or both one-year options, the pricing for such an additional year will be the one-year total for the Scope of Work Services.

Line item entries shall prevail over sum total entries. When discrepancies exist between unit prices and corresponding extended prices, unit prices shall prevail.

EXCEPTIONS

Section F

ADDENDUM RECEIPT

Receipt is hereby acknowledged of the following addenda to the contract documents:

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____
Addendum No. 5 dated _____	Received _____

CONTRACTOR

BY

TITLE

Seal and Authorization (if a corporation)

ATTEST: _____
ADDRESS

SECRETARY **TELEPHONE**

Section G

PROPOSER INFORMATION SHEET/SIGNATURES

Company Name	
Address	
City, State, Zip	
Phone Number	
Fax Number	
Email Address	
Tax Identification Number	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

If the Proposer is a corporation, the following Certificate should be executed:

I, _____, certify that I am the _____ Secretary of the corporation named as Proposer hereinabove; that _____, who signed the a foregoing offer on behalf of the Proposer was then _____ of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Secretary Signature and Corporate Seal

____ DBA certificate attached (if required)

Section H

EVALUATION PROCESS

The City will award the contract to the proposer that submits a proposal that is responsible and most responsive to the City’s needs. The City will base its decision on the recommendation of the HEDC and City staff. The selection shall not be based solely upon price but the bid which receives the highest cumulative score for each of the evaluation factors herein.

The award shall be based upon the evaluation criteria and process delineated herein.

- A. Evaluation Committee: All properly submitted bids will be reviewed by an Evaluation Committee.
- B. Weighted Evaluation Criteria: The following weighted criteria will be considered to determine which bid offers the proposal that is responsible and most responsive to the City’s needs.
- C. Presentations **may** be required from each proposer and not last more than 60 minutes. A 30-minute presentation followed by a 30-minute question and answer session. A schedule and notification will be provided to all participating providers.

CRITERIA

Measurement	Description	Weighting Percentage
Cost	Subrecipient must indicate the costs associated with providing the services described in this document. Indicated costs should be noted as a percentage of each grant.	10%
Experience & Qualification	Subrecipient must demonstrated experience in working with public agencies, community engagement, public agency funding, subrecipient management experience, small business development, or similar efforts. Subrecipient must also provide documentation demonstrating their experience, outcomes and successful administration of ARPA-related grant and relief programs.	10%
Staffing	Subrecipient must provide adequate staffing to ensure the successful implementation of all Horizon City small business loan/grant program aspects.	5%
Process & Compliance	Subrecipient must establish a process to intake applications in a manner that ensures Applicant eligibility and compliance with all federal Coronavirus State and Local Fiscal Recovery Funds program policy and requirements noted in <i>Part 35 – Pandemic Relief Programs at 31 CFR 35</i> .	5%

Digital Accessibility	Subrecipient must develop a web page where small businesses can view grant program policies, guidelines, and eligibility requirements and apply online.	5%
Application Form	Subrecipient must develop an application form that is user-friendly as part of the intake process.	5%
Language Accessibility	Subrecipient must ensure that all program documents, resources, and operations are available to applicants in both English and Spanish.	5%
Cooperative Program Outreach	Subrecipient must recruit and/or canvas Horizon City businesses to apply and fill out the program application, in conjunction with Horizon Economic Development Corporation staff.	5%
Workshop Coordination	Subrecipient must coordinate and monitor workshops that address the needs of the applicant, and that address specific business skills, to include the following: <ul style="list-style-type: none"> a. Capital formation, b. Financial forecasting, c. Accounting, d. Business planning, or e. Sales and marketing. 	10%
Grant/Loan Distribution	Subrecipient must demonstrate how they will distribute ARPA funded loans/grants that target micro enterprises and small businesses located within the city limits of the Town of Horizon City, in full accordance with all federal Coronavirus State and Local Fiscal Recovery Funds program policy and requirements noted in Part 35 – Pandemic Relief Programs at 31 CFR 35.	20%
Local Training Provision	Subrecipient must detail how they will provide training and services based out of the Horizon City Economic Development Corporation offices located within the Town of Horizon City, when reasonably possible.	10%
Monthly Reporting	Subrecipient must provide monthly reports, to the Horizon Economic Development Corporation, on the following: <ul style="list-style-type: none"> a. The number of completed applications. b. How the recipients were previously affected by the Covid 19 event. c. The number of businesses that received assistance and were funded, including the purpose of funding, job count for each business, industry category (<i>based on NAICS</i>), number of veteran-owned, women-owned, minority-owned, and “HUB” businesses. 	10%

	<p>d. Any other documentation that will be required to ensure full compliance with all federal Coronavirus State and Local Fiscal Recovery Funds program policy and requirements noted in Part 35 – Pandemic Relief Programs at 31 CFR 35.</p>	
--	--	--

The proposer shall identify its full client history for the last two (2) years, including any local Government Services excluding the Horizon City Economic Development Corporation employees and the City’s departments and employees. The proposer shall provide at least three (3) references for which it has provided continuous similar services for at least the past two (2) years on the form provided below. The information shall provide the names and telephone numbers of the contract administrators for each client. If a proposer does not have three local government contracts, then list federal, state, or commercial contracts to complete this information. (Submit on separate sheets.)

The proposer will be evaluated on customer satisfaction and customer recommendations.

The proposer shall provide at least three (3) references, excluding the Horizon City Economic Development Corporation employees and the City’s departments and employees, for which it has provided continuous services for at least the past two (2) years. One reference shall be . an existing client in comparable size or project scope to the City, or larger. The names and telephone numbers of the contract administrators for whom the work was/is performed. List references (please include name and telephone number)

ENTITY NAME The first entity listed below shall be the current similar client.	CONTACT NAME & PHONE #	EMAIL ADDRESS

--	--	--

You may provide additional references or information on a separate piece of paper, if necessary.

Best and Final Offer

When deemed appropriate, after the submission of proposals but before the final selection of the successful proposal, the City may permit a proposer to revise its proposal in order for the City to obtain a best and final offer. The City will provide each proposer within the competitive range with an equal opportunity for discussion and revision of its offer, and the proposer may elect not to amend its original proposal. The City is not bound to accept the best-priced bid proposal if that proposal is not the most advantageous to the City as determined the evaluation committee.

Section I

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CERTIFICATION OF NONCOLLUSION

The proposer, being sworn, deposes and says, _____, the proposer submitting this proposal and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or with any City official.

Signature

Title

SUBSCRIBED AND SWORN to before me by _____
on this _____ day of _____, 20_____.

Notary Public

My Commission Expires

Section J
CONTRACT

THIS CONTRACT, entered into on December DD , 2022, by and between the TOWN OF HORIZON CITY ECONOMIC DEVELOPMENT CORPORATION (HEDC), hereinafter called the "HEDC", and _____ hereinafter called "the Consultant".

WHEREAS, the City issued a Request for Proposals, **Solicitation No. 2022-008 RFP EDC Horizon City Small Business Economic Recovery Grant Program Services** ("RFP") to enter into a contract with the Consultant to provide Retail Data and Recruitment Services as further described in the Scope of Services in the RFP;

WHEREAS, the City has reviewed and evaluated the proposals received in response to the RFP and has selected the Consultant's proposal as the one that is most responsive to the City's RFP and the City's needs;

WHEREAS, the City and the HEDC desire to enter into a contract with the Consultant to provide the Professional Services based upon the City's RFP and the Consultant's proposal, which are both hereby incorporated into this Contract by this reference.

NOW THEREFORE, the parties do mutually agree as follows:

1. Term

The Contract will become effective **December DD, 2022 and terminate on December DD , 2023**, unless extended, as set forth in the Option to Extend below. In the event the HEDC has not obtained another service consultant by the expiration date of the contract, the HEDC, at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months until such time as a new contract is awarded. A price adjustment increase will be allowed if necessary, during any extension of the term of the contract if there is a federally mandated increase in the minimum wage.

OPTION TO EXTEND THE TERM OF THE CONTRACT:

The Contract will include one (1) one-year options to extend at the same unit prices if the option is exercised by the HEDC prior to the expiration of the original term of the Contract or the expiration of the one-year option if the HEDC exercises the one-year option.

The HEDC at its sole discretion, may exercise any option to extend the term of the contract, by giving the Consultant written notice within the applicable time period.

2. Compensation and Billing

- A. The total amount paid to the Consultant for services under this Contract shall be \$_____ for the initial contract term. For the monthly Services, the Contractor will be paid \$_____ a month, for a total amount not to exceed \$_____ during the initial term. Any additional work shall be authorized by the Mayor or his designee in writing, specifying the additional tasks to be performed and the agreed-to compensation, and is subject to Texas state procurement law and City and HEDC policies.
- B. The Consultant will submit invoices to the City on the 25th day of each month for services furnished between that date and the period covering the prior month's invoice, to include the costs for the basic services under the Contract and the costs for all other provided services, as allowed.
- C. Invoices will be itemized. The billing for work done on Special Projects will be billed in tenth of an hour increment and must state the particular project.
- D. Invoices will reflect the Bid Number and the Purchase Order Number. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.
- G. Payments will be processed after verification and approval of such invoice. Payment shall be made in accordance with the Texas Prompt Payment Act.
- H. Mail invoices to the Town of Horizon City, ATTN: Accounts Payable, 14999 Darrington Road, Horizon City, Texas 79928.
- I. The Consultant shall advise the Accounts Payable Section of any changes in its remittance addresses.

3. Termination

Either party may terminate this Contract if the other party has breached the Contract and fails to correct such breach for a period of thirty-days (30-days) after receipt of written notice to correct the same. In addition, either party may terminate this Contract without cause upon thirty-day (30-day) written notice to the other party of the intention to terminate this Contract. In addition, this Contract may be terminated at any time by mutual written contract of the Parties. In addition, this Contract shall automatically terminate if the City Council of the Town of Horizon City fails to appropriate or budget money for the payment of the Services under this Contract. All payments by the City or the HEDC under this Contract are payable only out of current City revenues.

4. Independent Contractor

The Consultant shall instruct all of its employees as to work procedures and thoroughly acquaint each employee with his or her duties. HEDC shall notify the Consultant if any of the Consultant's employees do not perform their duties as necessary to carry out

Consultant's duties under this Contract. Nothing contained herein shall be construed as creating the relationship of employer-and-employee between the City, the HEDC, and the Consultant or between the City, the HEDC and the Consultant's employees. The Contract shall be deemed at all times to be an independent contractor. In carrying out the terms of this Contract, the Consultant shall select its own employees and such employees shall be and shall act under the exclusive and complete supervision and control of Consultant.

5. Employees

- A. The Consultant shall provide an adequate staff for the coordination and expediting of his work. The Consultant shall employ only competent, efficient personnel for the performance of services and shall not use on the work any unfit person or one not skilled in the work assigned to him; and shall at all times maintain good order and strict discipline among his employees.
- B. The employees who will be assigned to work on site must pass a background check, consisting of the submission of electronic fingerprints and clearance by the Texas Department of Public Safety.
- C. The Consultant shall pay or cause to be paid, without cost or expense to the City or the HEDC, all Social Security, Unemployment, and Federal Income Withholding taxes of all employees and that all employees shall be paid wages and benefits as required by federal and state law.

6. Insurance

A. The Consultant agrees to maintain the types and amounts of insurance required in this contract throughout the term of the contract. The following insurance policies shall be required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Professional Liability

B. For each of these policies, the Consultant's insurance coverage shall be primary with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees, or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this contract, attached hereto as Exhibit A, and approved by the City *before* work commences.

C. General Requirements Applicable to All Policies.

1. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
2. Deductibles shall be listed on the certificate of insurance and are acceptable only on an “occurrence” basis.
3. “Claims made” policies are not accepted, except for Professional Liability insurance.
4. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City
5. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - a. The insurance company is licensed and authorized to do business in the State of Texas
 - b. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
 - c. All endorsements and coverages are included according to the requirements of this Contract
 - d. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
6. The City, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

D. Commercial General Liability requirements:

1. Coverage shall be written by a carrier rated “A: VIII” or better in accordance with the current A. M. Best Key Rating Guide.
2. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
3. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
4. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
5. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
6. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

E. Business Automobile Liability requirements:

1. Coverage shall be written by a carrier rated “A: VIII” or better in accordance with the current Best Key Rating Guide.
2. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
3. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
4. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

F. Workers’ Compensation Insurance requirements:

1. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Consultant, the Consultant, *all* employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer’s policy (the Consultant’s, or subconsultant’s policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Consultants and subconsultants *must* use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.
2. The workers compensation insurance shall include the following terms:
 - a. Employer’s Liability limits of \$1,000,000 for each accident is required.
 - b. “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.
 - c. Texas must appear in Item 3A of the Worker’s Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

G. Professional Liability requirements:

1. Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A. M. Best Key Rating Guide.
2. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.
3. For “claims made” policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

7. INDEMNIFICATION

THE CONSULTANT OR IT'S INSURER WILL INDEMNIFY, DEFEND AND HOLD THE CITY, IT'S OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS CONTRACT. WITHOUT MODIFYING THE CONDITIONS OF PRESERVING, ASSERTING OR ENFORCING ANY LEGAL LIABILITY AGAINST THE CITY AS REQUIRED BY ANY LAW, THE CITY WILL PROMPTLY FORWARD TO THE CONSULTANT EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. THE CONSULTANT WILL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS THE CONSULTANT MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF THE CITY ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. THE CONSULTANT WILL PAY ALL JUDGMENTS FINALLY ESTABLISHING LIABILITY OF THE CITY IN ACTIONS DEAFENED BY THE CONSULTANT PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY INCLUDING INTEREST ACCRUING TO THE DATE OF THE PAYMENT BY THE CONSULTANT, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION, WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. THE CITY WILL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO THE CONSULTANT'S PROPERTY FROM ANY CAUSE.

8. Gratuities

The City may, by written notice to the Consultant, cancel this contract without liability to the Consultant if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Consultant, or any agent or representative of the Consultant, to any City officer or employee with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision,

the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Consultant in providing such gratuities.

9. Right To Assurance

Whenever one party to this contract in good faith has a reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

10. Assignment–Delegation

No right or interest in this contract will be assigned or delegation of any obligation made by the Consultant without the written permission of the City. Any attempted assignment or delegation by the Consultant will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

11. Interpretation-Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is intended by also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or supplement or acquiescence in a course of performance rendered under this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

12. Availability of Funds

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the Consultant and there will be no penalty nor removal charges incurred by the City.

13. Workmanship

All work shall be done in a professional and skillful manner. The IT Director shall notify the Consultant if the work does not comply with such standards. The IT Director shall resolve any disagreements concerning performance.

14. Compliance with Laws and Ordinances

The Consultant shall at all times observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the Contract or the work

and, to the extent allowed by law, shall indemnify and save and hold harmless the City and the HEDC against all claims arising from the violation of any such laws, ordinances and regulations whether by the Consultant or its employees or clients.

15. Venue and Law

For the purposes of determining the place of the Contract and the law governing the same, this Contract is entered into in the Town of Horizon City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the municipal court of the Town of Horizon City, Texas.

16. Severability

Every provision of this Contract is declared severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

17. Entire Agreement

This Contract, including the attached Scope of Work, constitutes and expresses the entire agreement between the parties regarding the scope of services specified. It shall not be amended or modified except in writing and signed by all parties.

18. Binding Agreement

The individual signing this Contract acknowledges that he or she is authorized to do so, and said individual further warrants that he or she is authorized to commit and bind the Consultant to the terms and conditions of this Contract.

19. Dispute Resolution.

If either the Consultant, the HEDC, or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Contract. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

20. Force Majeure. The City, the HEDC, and the Consultant will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City, the HEDC, nor the Consultant shall be held responsible for inability to perform under this Contract if such inability is a direct result of a force substantially beyond its control,

including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

21. Notices

All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City: Town of Horizon City
Economic Development
Corporation
Attn: Purchasing Agent
14999 Darrington Road
Horizon City, Texas 79928

Consultant: _____

Alternatively, notices shall be sent to such other addresses as the parties may designate to each other in writing from time-to-time.

22. Texas Tort Claims Act

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

23. Federal Funding Requirements.

If the City intends to fund all, or part of the expenditures made under this agreement with federal funds, then this agreement is subject to compliance with the provisions of 2 CFR 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, including but not limited to:

- 1. Davis-Bacon Act.** If applicable, Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.

2. **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
3. **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
4. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- ii. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Proposals, or receiving stolen property;
- iii. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,

- iv. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the qualifications in this certification, such prospective recipient shall attach an explanation to this certification form.

6. Procurement of Recovered Materials. Per 2 CFR §200.323, the awarded Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7. Restrictions on Lobbying. Contractor is prohibited from using monies for lobbying purposes; Contractor shall comply with the special provision “Restrictions on Lobbying” as follows:

The undersigned certifies, to the best of his or her knowledge or belief, that:

- i. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan, or cooperative contract; and
- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

8. Drug-Free Workplace. Contractor shall provide a drug free workplace in

compliance with the Drug Free Workplace Act of 1988.

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned Contractor certifies it will provide a drug-free workplace by:

- Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;
- Providing each employee with a copy of the subcontractor's policy Proposal;
- Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;
- Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

9. Civil Rights Compliance.

- i. Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs.
- ii. Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the

contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

- iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

- iv. Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to and will set forth what efforts it has made to obtain the information.

- v. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the Nondiscrimination provisions of this Agreement, the City will impose such sanctions as it may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

- vi. Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 9.13, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as the City, the State, or the Federal agencies may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10. Disadvantaged Business Enterprise Program Requirements. Contractor shall not discriminate based on race, color, national origin, or sex in the award and performance of any federally assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable*

requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

11. Pertinent Non-Discrimination Authorities. During the performance of the awarded contract, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination based on race, color, national origin); and 49 CFR Part 21.
- ii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- iii. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination based on disability); and 49 CFR Part 27.
- v. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination based on age).
- vi. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not).
- viii. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination based on disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- ix. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination based on race, color, national origin, and sex).
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- xii. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et

2022-008 RFP EDC

seq.).

12. Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts.

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- i. Receive payments from state funds under a contract to provide property, materials or services; or
- ii. Receive a state-funded grant or loan

13. Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Per 2 CFR 200.321, the awarded contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If subcontracts are to be let, the awarded prime contractor is required to take the affirmative steps listed in this section.

Affirmative steps must include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

14. Domestic Preferences for Procurements. Per 2 CFR 200.322, as appropriate and to the extent consistent with law, the City, to the greatest extent practicable under a Federally funded award, provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirement of this section includes all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

15. Contract Cost and Price. Per 2 CFR 200.324:

If the cost of the submittal is in excess of \$250,000.00, the City must negotiate profit as a separate element of the submittal’s price. To establish a fair and reasonable profit, the City’s consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor’s investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

14. Certification Regarding Disclosure of Conflict Of Interest. The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the City of Buda local government, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the City, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the City Council shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect

financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the City.

No officer, manager or paid consultant of the contractor is married to a member of the City.

No member of City directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the City receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the City of Buda any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the City as it relates to this contract.

15. Certification Regarding Fair Business Practices. The undersigned certifies that, to the best of his or her knowledge or belief, that he/she has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

16. Certification Regarding Equal Employment Opportunity. The undersigned certifies that, to the best of his or her knowledge or belief, that:

If this contract is a “federally assisted construction contract” as defined under [41 CFR Part 60-1.3](#), the following clause is incorporated into the contract:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at [41 CFR Chapter 60](#), which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these

undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

17. Certification Regarding Prohibited Telecommunications and Video Surveillance Services or Equipment. The undersigned certifies that, to the best of his or her knowledge or belief, that:

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment. Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- Telecommunications or video surveillance services used by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The undersigned hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

The Contractor hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SAM.GOV. All contractors whose System for Award Management ([SAM.gov](https://sam.gov)) registration is not active or that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project. A Contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3

CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

XVII. MISCELLANEOUS

A. No waiver by the City of any violation or Event of Default shall be deemed or construed to constitute a waiver of any other violation or Event of Default herein contained. Forbearance by the City to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default.

B. The Agreement may not be assigned or subcontracted by the Provider without the written consent of the City. If all or a portion on the contract work is proposed to be assigned or subcontracted, the name of the individual(s) to complete the work, address and the Provider proposed shall be submitted within the scope of the proposal.

C. The Provider represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Provider shall promptly notify the City.

D. The Provider verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Provider shall promptly notify the City.

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

F. The Provider represents and warrants that (1) it does not, and shall not for the duration of the Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Provider shall promptly notify the City.

G. This Agreement shall be construed in accordance with the laws of the State of Texas and both parties’ consent to El Paso County as the exclusive venue for any lawsuits arising from this Agreement. In the event either party fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for other party to enforce its rights by hiring an attorney or third party, the non-prevailing party shall be responsible for all fees and costs incurred by the prevailing party to enforce such rights.

H. The City reserves, and does not waive, its rights of sovereign immunity and similar rights, and its rights under the Texas Tort Claims Act. No provision of this Agreement imposing any obligation or restriction on the City not permitted by applicable law shall be

enforceable. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code. Any provision of this Agreement permitting or requiring discretion, consent, or approval by the Provider shall be deemed to require the same be exercised reasonably and in good faith.

I. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural unless the context otherwise requires.

J. The captions are inserted in this Agreement for convenience only and in no way define, limit, or describe the scope or intent of this Agreement, or any provisions thereof, nor in any way affect the interpretation of this Agreement.

K. This Agreement may not be altered, changed, or amended except by an instrument in writing signed by both Parties.

L. If any provision of this Agreement is found to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall continue as if such illegal, invalid, or unenforceable provision was not part of this Agreement.

M. This Agreement is the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties, or other matters, oral or written, purportedly agreed to or represented by or on behalf of either party or by any of their employees or agents, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Both parties acknowledge that they are entering into the Agreement solely on the basis of the representations and warranties contained herein.

IN WITNESS WHEREOF, we have hereunto set out hands on this the ____ day of, 20__.

ATTEST:

TOWN OF HORIZON CITY

By: _____
Elvia Schuller, City Clerk

By: _____
Ruben Mendoza, Mayor

By: _____ Title: _____



2022-008 RFP EDC - Horizon City Small Business Economic Recovery Grant Program Services Scoring Summary

Active Submissions

Supplier	Total / 100 pts	Experience & Qualification / 10 pts	Staffing / 5 pts	Process & Compliance / 5 pts	Digital Accessibility / 5 pts	Application Form / 5 pts	Language Accessibility / 5 pts	Cooperative Program Outreach / 5 pts	Workshop Coordination / 10 pts	Grant/Loan Distribution / 20 pts	Local Training Provision / 10 pts	Monthly Reporting / 10 pts	Cost / 10 pts
PeopleFund	88.7	9.4	4	4.1	4.2	4	4.3	4.1	9.2	17.6	9.2	8.6	10 (\$18,480.00)
El Paso Collaborative for Community & Economic Development	74.03	8	3.5	3.5	3.8	3.9	4	3.9	8.8	16	7.8	8	2.829 (\$65,333.25)
LiftFund Inc.	61.24	8	3.1	2.8	3.5	3.1	3	3	6.8	14.4	6.8	6	0.7392 (\$250,000.00)
Long Term Capital LLC	6.114	0.6	0.3	0.3	0.3	0.3	0.3	0.3	0.6	1.2	0.6	0.6	0.71362 (\$258,960.00)