



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, August 8, 2023, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, August 8, 2023 at 6:00 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

Meeting Video:

Part 1: [Play recording](#) Recording Password: [Mun7NSxJ](#)

Part 2: [Play recording](#) Recording Password: [yRRGpJB7](#)

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**
 Mayor/City Clerk
 8/1/2023 Special City Council Meeting.
4. **Discussion and Action:** **8**
 Mayor/CIP Manager
 On an update on the Capital Improvement Program.
5. **Request to Excuse Absent Council Members:**
6. **Approval of Consent Agenda Items:**
- REGULAR AGENDA**
7. **Discussion and Action:** **22**
 Mayor/Chief Vargas
 On the capital purchase of new body cameras and tasers.
8. **Discussion and Action:** **24**
 Mayor/Chief Vargas
 On the purchase of end of FY 23 Police Department purchases.
9. **PUBLIC HEARING:**
 Mayor/CIP Manager
 On an Ordinance authorizing the issuance of "Town of Horizon City, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023"; providing for the payment of such certificates of obligation by the levy of an ad valorem tax upon all taxable property within the Town and a limited pledge of the net revenues derived from the operation of the Town's parks; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of such certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement, and the approval and distribution of an Official Statement pertaining thereto; and providing an effective date.

10. Discussion and Action:	27
Mayor/CIP Manager	
On an Ordinance authorizing the issuance of "Town of Horizon City, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023"; providing for the payment of such certificates of obligation by the levy of an ad valorem tax upon all taxable property within the Town and a limited pledge of the net revenues derived from the operation of the Town's parks; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of such certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement, and the approval and distribution of an Official Statement pertaining thereto; and providing an effective date.	
11. Discussion and Action:	65
Mayor/Finance Director	
On a Resolution authorizing the Mayor to sign an Engagement Letter with Winstead PC to allow the law firm as disclosure counsel in connection with the issuance of the 2023 Certificates of Obligation.	
12. Discussion and Action:	66
Mayor/Finance Director	
On an Engagement Letter with SBNG for auditing services for fiscal year 2023.	
13. Discussion and Action:	67
Mayor/Finance Director	
On an update to the proposed FY2024 Property Valuation and Tax Rates.	
14. Discussion and Action:	69
Mayor/CIP Manager	
<i>This item was deleted at the 6/20/23 Regular City Council Meeting:</i>	
On resolution authorizing the Mayor to sign a design agreement with Huitt Zollars for design of the 2023 Street Resurfacing project.	
15. Discussion:	86
Mayor/Planner	
1st Reading of Ordinance No. _____ , An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 (Single-Family Dwelling) to M-1 (Light Industrial) with conditions; containing approximately 23.8952 acres; Being A Portion of Jacob Kneiber Survey No. 293, El Paso County, Town of Horizon City, Texas; South of Horizon Blvd. and east of Anderpont Dr.; and authorizing the notation of the change on the official zoning map of the town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.	
16. PUBLIC HEARING:	
Mayor/Planner	
2nd Reading of Ordinance No. _____ , An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning four tracts from R-2 (Single-Family Dwelling) to C-2 (Heavy Commercial); containing approximately 5.8326 acres; Being tracts 1, 10-c, 10-d-1 and 12, Section 32, Block 78, Township 3, Texas ad Pacific Railway Company survey, El Paso County, Town of Horizon City, Texas; North of Horizon Blvd. and East Eastlake Blvd.; and authorizing the notation of the change on the official zoning map of the town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.	
17. Discussion and Action:	101
Mayor/Planner	
2nd Reading of Ordinance No. _____ , An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning four tracts from R-2 (Single-Family Dwelling) to C-2 (Heavy Commercial); containing approximately 5.8326 acres; Being tracts 1, 10-c, 10-d-1 and 12, Section 32, Block 78, Township 3, Texas ad Pacific Railway Company survey, El Paso County, Town of Horizon City, Texas; North of Horizon Blvd. and East Eastlake Blvd.; and authorizing the notation of the change on the official zoning map of the town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.	
18. PUBLIC HEARING:	
Mayor/Planner	

2nd Reading of Ordinance No. _____, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning four tracts from R-PD (Residential-Planned Development) to A-1 (Apartments); containing approximately 17.8630 acres; Being Lot 1, Block 4, Tuscan Village Replat A Subdivision, El Paso County, Town of Horizon City, Texas; South of Eastlake Blvd. and west of Kenazo Ave; and authorizing the notation of the change on the official zoning map of the town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

19. Discussion and Action:

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Mayor/Planner

2nd Reading of Ordinance No. _____, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning four tracts from R-PD (Residential-Planned Development) to A-1 (Apartments); containing approximately 17.8630 acres; Being Lot 1, Block 4, Tuscan Village Replat A Subdivision, El Paso County, Town of Horizon City, Texas; South of Eastlake Blvd. and west of Kenazo Ave; and authorizing the notation of the change on the official zoning map of the town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

20. PUBLIC HEARING:

Mayor/Municipal Judge

2nd Reading of Ordinance _____, An ordinance of the town of Horizon City, Texas repealing Ordinance No. 0038, dated November 13, 2012, and amended on December 9, 2014, establishing a curfew for minors; providing for findings of fact, severability; repealer; effective date, and proper notice & meeting.

21. Discussion and Action:

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Mayor/Municipal Judge

2nd Reading of Ordinance _____, An ordinance of the town of Horizon City, Texas repealing Ordinance No. 0038, dated November 13, 2012, and amended on December 9, 2014, establishing a curfew for minors; providing for findings of fact, severability; repealer; effective date, and proper notice & meeting.

22. 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. .

Receive legal advice and discuss potential acquisitions of real estate pursuant to Texas Government Code sections 551.071 and 551.072 related to acquisitions, including by use of eminent domain if necessary, of real property interests for the right of way and drainage facility for the North Darrington Reconstruction Project.

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 8/4/23

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, 8/4/23 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
SPECIAL CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, August 1, 2023, 6:00 PM**

Notice is hereby given that a Special City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, August 1, 2023 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. Council Member Rocio Ortega was absent. Quorum Established.

2. Open Forum:

Residents Jeff Booth and Robert Martinez spoke regarding concerns with park availability for local residents.

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
7/11/2023 Regular City Council Meeting.

4. Request to Excuse Absent Council Members:

5. Approval of Consent Agenda Items:

A motion was made by Councilman Mendoza and seconded by Councilwoman Urrutia to excuse Councilwoman Ortega's absence and approve the remainder of the consent agenda. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

REGULAR AGENDA

6. Discussion and Action:

Mayor/EDC Executive Director
Regarding a Resolution approving a Horizon City Economic Development funded project involving the Horizon City Golf and Conference Center.

EDC Executive Director, Eddie Garcia requested this item be deleted.

A motion was made by Councilman Miller and seconded by Councilman Mendoza to delete this item as requested. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

7. **Discussion and Action:**

Mayor/EDC Executive Director

On a request from the Horizon Economic Development Corporation (EDC) that the Town of Horizon City approve the expenditure of \$13,000.00 by the EDC to sponsor the Texas Governor's Small Business Summit to be held in El Paso on September 7th.

EDC Executive Director, Eddie Garcia spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Mendoza to approve the request from the Horizon Economic Development Corporation (EDC) that the Town of Horizon City approve the expenditure of \$13,000.00 by the EDC to sponsor the Texas Governor's Small Business Summit to be held in El Paso on September 7th. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

8. **Discussion and Action:**

Mayor/EDC Executive Director

On approval of the Horizon City Economic Development Corporation's proposed activities and FY 2023- 2024 budget and projections.

EDC Business Development Manager, Rafael Arellano and EDC Executive Director, Eddie Garcia spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilwoman Randleel to accept the report as presented. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

9. **Discussion and Action:**

Mayor/CIP Manager

On the Capital Improvement Program and capital funding options.

CIP Manager, Terry Quezada spoke regarding this item. Horizon City Resident, Justin Luna spoke regarding concerns with park availability for Horizon City residents.

A motion was made by Councilwoman Urrutia and seconded by Councilman Miller to accept the report as presented. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

10. **Discussion and Action:**

Mayor/Finance Director

Workshop on the proposed FY 2023 - 2024 Budget.

Finance Director, Lily Gaytan spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilwoman Urrutia to accept the report as presented. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Absent; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

11. **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 Councilman Mendoza and seconded by Councilman Randleel to adjourn at 7:32 PM.

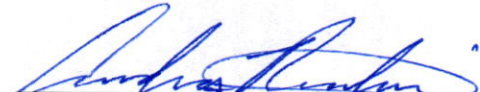
Approved this 8th day of August, 2023.

Attest:



Elvia Schuller, City Clerk





Andres Renteria, Mayor

Town of Horizon City Capital Improvement Program

August 8, 2023
Council Meeting

Oxbow & Pawling Street Improvements

- Start Date: June 12, 2023
- Contract Time: 330 Days
- Completion Date: May 2024
- Construction on-going and on schedule

Street Maintenance Fund

2022-2023 Street Maintenance Program

- Presenting design contract for Council's consideration at today's meeting
- Street work includes mill and overlay for
 - S. Kenazo
 - N. Kenazo, and
 - the north side of McMahan Ave

Federally- & State-Funded Project Updates

N. Darrington Reconstruction

- Texas Transportation Commission awarded construction contract
- Contractor is Jordan Foster
- Contract is approximately \$21.5 million
- Programmed amount through MPO is \$17 million
- Staff is evaluating local funding options – no federal or state funding options are available on a timely basis for bid award.

N. Darrington Reconstruction

Project start date

- Horizon/Darrington Rd. Intersection – January 2024
- N. Darrington Rd. Reconstruction – February 2024
- Scheduling public meeting in October 2023

N. Darrington Reconstruction

- Town staff and TXDOT working on Utility Coordination
 - Texas Gas Service expected to request reimbursement for their relocations on N. Darrington per franchise agreement
 - Project requires encroachment on Texas Gas Service easement – Town staff and legal team finalizing agreement

N. Darrington Reconstruction – ROW Acquisition

Status

- 8 parcels purchased
- 1 parcel – negotiating
- 7 parcels – title and out-of-country ownership undergoing process
- 1 parcel originally temporary construction easement (TCE) purchased as fee simple
- 1 parcel TCE - acquired
- Additional scope for required easements at Darrington and Pawling/Walmart intersection approved by CRRMA Board on June 14, 2023.

Safety Projects

- **S. Darrington Safety Lighting** from Alberton to LTV Rd. – FY 2023 - project awarded March 2023
- Project start – pending start date
- **N. Kenazo Safety Lighting** from Eastlake to Horizon Blvd. – FY 2022
- Project start – **August 2023**

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

TIRZ/TOD Update

Dilley, Delake and Transit Plaza

- Funding will be made available through HUD and Economic Development
- Staff is developing scope of work for transit plaza location as a pre-design activity
- Proposing to enter into agreement with CRRMA for transit plaza siting

Dilley and Delake

- Requested federal functional classification as *collector street* to make roadways eligible for federal funding through the Department of Transportation
- Federal Highway Administration (FHWA) denied both roadways
- Staff is working with MPO to resubmit Delake

Town of Horizon City Capital Improvement Program

August 8, 2023
Council Meeting

Interoffice Memorandum



TO: Honorable Mayor and City Council
FROM: Chief Marco A. Vargas
RE: Capital Purchase new Body Cameras and Tasers
DATE: 08/01/2023

Honorable Mayor and City Council Members,

Recently we have been experiencing several technical issues with our vehicle and body cameras and software used to support them. These issues have been present due to the cameras malfunctioning due to wear and tear and ultimately they are now obsolete. In order to address this important issue, we are respectfully requesting consideration to replace these items.

In order to account for this expenditure, we made some adjustments to our capital budget request which we hope will allow for the purchase of the body cams and tasers without impacting the city's budget.

The costs for this upgrade are spread through a 5 year contract with AXON Enterprises. It is designed in such a manner to make such a large purchase and is the duration of the contract for affordable. The total for the purchase is \$580,336.64 which is broken down to \$116,067.32 annually for 5 years. We have the following purchase breakdown:

- Unit replacement capital equipment slated for new units has been reduced by \$55,000. We will be reusing some of the equipment and the remaining \$50,000 in savings will cover the cost of necessary replacements or repairs.
- The cancellation of our current body cam and vehicle camera Watchguard contract. That will be a savings of \$15,170 annually.
- The cancellation of the Trimble Scanning system software and support which in aggregate was \$71,278 and over 5 years totals \$14,255 per year.
- The remaining \$31,642.32 in annual cost would be covered using surplus of confiscated funds.

Hopefully this can help us stay within our budget and get the equipment we desperately need.

Thank you,

Description	Quantity	Bid Status	Cost Per Year	Vendor Name	Justification	Total
Axon Enterprise Inc. Body cameras vehicle cameras, electronic storage and tasers	1	BuyBoard 648-21	\$116,067.32	Axon Enterprise Inc	Consideration with this request is to cover the other costs of the replacement body and vehicle cameras and tasers. The total cost is \$587,000 divided into 5 years. Cost savings were achieved by cutting other capital items and canceling the current Watchguard contract. The remaining outstanding cost is \$32,975.00 annually. Current body cameras and tasers are now obsolete.	\$580,336.64
Total						\$580,336.64

Interoffice Memorandum



TO: Honorable Mayor and City Council
FROM: Chief Marco A. Vargas
RE: End of Year Purchases
DATE: 08/01/2023

Honorable Mayor and City Council Members,

During this last fiscal year, we are anticipating the public safety police, and public safety dispatching departments to have over \$578,106.85 remaining funds in the FY2022/2023 budget.

We are respectfully requesting the following budget line-item amendments from the following accounts:

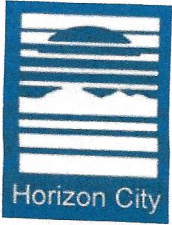
From Line-Item Account	Amount	To Line-Item Account	Amount
505-5010 Salaries	\$171,801.36	507-6025 Equipment Public Safety	\$171,801.36
525-5010 Salaries	\$112,352.82	507-6025 Equipment Public Safety	\$112,352.82
Total			\$284,154.18

Typically, we have used remaining funds to purchase needed police equipment not previously budgeted. Since this equipment was not previously budgeted and some of the equipment exceeds the Mayor's purchasing authority, we present this request to the city council for consideration for approval.

In accordance with the city purchasing policy, we request the city council consider for approval the police equipment listed below:

Description	Quantity	Bid Status	Cost Per	Vendor Name	Justification	Total
Axon Enterprise Inc. Body cameras and tasers	1	BuyBoard 648-21	\$31,642.32	Axon Enterprise Inc	Consideration with this request is to cover the other costs of the replacement body cameras and tasers. The total cost is \$587,000 divided into 5 years. Cost savings were achieved by cutting other capital items and canceling the current Watchguard contract. The remaining outstanding cost is \$32,975.00 annually. Current body cameras and tasers are now obsolete.	\$31,642.32
Motorola APX8000 Portable Radios for new Officers	12	DIR-TSO-4101	\$8,829.33	Motorola Solutions	Consideration for this purchase is part of a long term plan to replace all of the police department's APX6000 and APX 7000 handheld radios which are now obsolete. From last year, 5 radios have been replaced.	\$105,951.96
Motorola APX6500 Mobile Radio for motorcycle unit	1	DIR-TSO-4101	\$6,400.86	Motorola Solutions	Consideration of this purchase is to equip new motor unit with a mobile radio entering the fleet.	\$6,400.86
WEBRMS Evidence Program	1	Sole Source	\$54,324.00	Hexagon	Consideration for this purchase is needed to simplify and make the evidence intake process more efficient and effective. This will implement a bar coding system making inventory and tracking of the evidence and property in the evidence room much easier and faster.	\$54,324.00
2023 Harley Davidson FLHTP Electra Glide	1	Pending Quotes	\$23,057.79	Barnett Harley Davidson	Consideration of this purchase is to address the increase in traffic accidents. More inconspicuous traffic enforcement will assist us in addressing the real issues which have caused our accidents to increase. This will expand our Traffic Enforcement Unit to 2 motorcycle units. Their inconspicuousness, maneuverability in congested areas and connection to our community make them beneficial.	\$23,057.79

Description	Quantity	Bid Status	Cost Per	Vendor Name	Justification	Total
Stalker LIDAR RLR	1	BuyBoard 703-23	\$6,645.00	Stalker Radar Applied Concepts	Consideration for this purchase is to add additional speed measuring tools to our staff to address speeding motorists. The department currently only has one LIDAR for speeding enforcement.	\$6,645.00
2024 Ford Transit Wagon 148" Roof WB White	1	210907 TIPS USA	\$56,132.25	Silsbee Ford	Consideration for this purchase is for three reasons. First is to more efficiently transport multiple arrestees to the downtown jail. Second, it will serve to assist us in transporting our Police Explorers to events. Finally it can serve to assist in transporting other city civic groups to events or other activities.	\$56,132.25
Total	18 Items					\$284,154.18



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: August 3, 2023
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager *Teresa Quezada 8/3/2023*
SUBJECT: On an Ordinance authorizing the issuance of "Town of Horizon City, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023"

The ordinance authorizing the issuance of the 2023 Certificates of Obligation presented to Council meets all the requirements for the Town of Horizon City to issue the 2023 Certificates of Obligation to fund the high priority projects that have been discussed for most of FY 2023.

The Certificates of Obligation have been advertised, and offers are due by 10 AM MDT on August 8, 2023. Offers will be evaluated by the Town's Financial Advisor, Hilltop Securities, who will provide a summary of the most advantageous offer for the Town.

A public hearing is scheduled for this item; at the close of the public hearing, Council will consider the ordinance.

Attachments as indicated.

ORDINANCE NO. _____

**TOWN OF HORIZON CITY, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, SERIES
2023**

Adopted: August 8, 2023

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ORDINANCE NO. _____

AN ORDINANCE authorizing the issuance of “TOWN OF HORIZON CITY, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023”; providing for the payment of such certificates of obligation by the levy of an ad valorem tax upon all taxable property within the Town and a limited pledge of the net revenues derived from the operation of the Town’s parks; providing the terms and conditions of such certificates and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of such certificates of obligation, including the approval and execution of a Paying Agent/Registrar Agreement and the approval and distribution of an Official Statement pertaining thereto; and providing an effective date.

WHEREAS, the City Council of the Town of Horizon City, Texas, has previously determined that combination tax and revenue certificates of obligation should be issued in the maximum principal amount not to exceed \$26,000,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: designing, constructing, resurfacing, enlarging, equipping, and improving various streets, roads, bridges, overpasses, thoroughfares, sidewalks, pathways and related municipal facilities within the Town, including lane markings, street drainage, water and sewer infrastructure, Americans with Disabilities Act (ADA) accessibility, traffic signals, signal system synchronization, loop detectors, lighting, signage, streetscaping, and landscaping related thereto, (ii) designing, constructing, improving and equipping a new municipal facility for the Town’s police department, public works department, municipal court and city council chambers, (iii) designing, constructing, and equipping a municipal transit plaza, including parking facilities and pedestrian amenities, (iv) designing, constructing, and equipping new park facilities, including athletic fields and an indoor athletic facility, (v) renovating, improving and equipping existing Town buildings and facilities with ADA modifications, and (vi) professional services rendered in relation to such projects and the financing thereof; and

WHEREAS, a notice of the City Council’s intention to issue the Certificates (as defined herein) was duly published (i) in *The El Paso Times*, a newspaper hereby found and determined to be of general circulation in the Town of Horizon City, Texas (the “Town”), on June 23, 2023 and June 30, 2023, the date of the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage and adoption of this Ordinance and (ii) continuously on the Town’s website for at least forty-five (45) days prior to the tentative date stated therein for the passage and adoption of this Ordinance; and

WHEREAS, no petition protesting the issuance of such certificates of obligation and bearing valid petition signatures of at least 5% of the qualified voters of the Town, has been presented to or filed with the Mayor, City Clerk or any other official of the Town on or prior to the date of the passage of this Ordinance; and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates was submitted to the voters of the Town during the preceding three years; and

WHEREAS, the City Council hereby finds and determines that all of the certificates of obligation described in such notice should be issued and sold at this time in the amount and manner as hereinafter provided;

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

SECTION 1: Authorization – Designation – Principal Amount – Purpose. Combination Tax and Revenue Certificates of Obligation of the Town shall be and are hereby authorized to be issued in the aggregate principal amount of \$[_____] to be designated and bear the title “TOWN OF HORIZON CITY, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023” (hereinafter referred to as the “Certificates”), for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: designing, constructing, resurfacing, enlarging, equipping, and improving various streets, roads, bridges, overpasses, thoroughfares, sidewalks, pathways and related municipal facilities within the Town, including lane markings, street drainage, water and sewer infrastructure, Americans with Disabilities Act (ADA) accessibility, traffic signals, signal system synchronization, loop detectors, lighting, signage, streetscaping, and landscaping related thereto, (ii) designing, constructing, improving and equipping a new municipal facility for the Town’s police department, public works department, municipal court and city council chambers, (iii) designing, constructing, and equipping a municipal transit plaza, including parking facilities and pedestrian amenities, (iv) designing, constructing, and equipping new park facilities, including athletic fields and an indoor athletic facility, (v) renovating, improving and equipping existing Town buildings and facilities with ADA modifications, and (vi) professional services rendered in relation to such projects and the financing thereof, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended.

SECTION 2: Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Date. The Certificates are issuable in fully registered form only, shall be dated August 15, 2023 (the “Certificate Date”), and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on August 15 in each of the years and in principal amounts (the “Stated Maturities”) and bear interest at the per annum rates in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rate(s) (%)</u>
20		
20		
20		
20		
20		
20		
20		
20		
20		
20		
20		
20		
20		
20		
20		

acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

(a) [Mandatory Redemption. The Certificates maturing on the dates specified below (the "Term Certificates") shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

Term Certificates due August 15, 20__		Term Certificates due August 15, 20__	
<u>Redemption Date</u>	<u>Principal Amount (\$)</u>	<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
August 15, 20__		August 15, 20__	
August 15, 20__		August 15, 20__	
August 15, 20__*		August 15, 20__*	

* Stated maturity.

Approximately forty-five (45) days prior to each mandatory redemption date for the Term Certificates, the Paying Agent/Registrar shall select by lot the numbers of the Term Certificates within the applicable Stated Maturity to be redeemed on the next following August 15 from moneys set aside for that purpose in the Certificate Fund (as hereinafter defined). Any Term Certificates not selected for prior redemption shall be paid on the date of their Stated Maturity.

The principal amount of the Term Certificates required to be redeemed on a mandatory redemption date may be reduced, at the option of the Town, by the principal amount of Term Certificates which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the Town at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions set forth in subsection (b) of this Section and not theretofore credited against a mandatory redemption requirement.]

(b) Optional Redemption. The Certificates having Stated Maturities on and after August 15, 20[___], shall be subject to redemption prior to maturity, at the option of the Town, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on August 15, 20[___], or on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption.

(c) Exercise of Redemption Option. At least forty-five (45) days prior to an optional redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Town shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor. The decision of the Town to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the Town.

(d) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by \$5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot.

(e) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States mail, first class postage prepaid, in the name of the Town and at the Town's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Certificates. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys sufficient for the payment of such Certificate (or of the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

(f) Conditional Notice of Redemption. With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that such redemption may, at the option of the Town, be conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys

are not received, such notice shall be of no force and effect, the Town shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance or, if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the Initial Certificate authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates, executed on behalf of, and furnished by, the Town, of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holders, Certificates (other than the Initial Certificate authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates, executed on behalf of, and furnished by the Town, to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first class postage prepaid, to the Holder and, upon the registration and delivery thereof, the same shall be valid obligations of the Town, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to Section 24 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the Town nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment and transfer/exchange of the Certificates, the Town hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the Town and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold such Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, or in the event the Town decides to discontinue use of the system of book entry transfers through DTC, the Town covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the Town by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Clerk. The signature of such officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of such individuals who are or were the proper officers of the Town on the date of the adoption of this Ordinance shall be deemed to be duly executed on behalf of the Town, notwithstanding that such individuals or any of them shall cease to hold such offices prior to the delivery of the Certificates to the initial purchaser(s), and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided by Texas Government Code, Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in **Exhibit B**, manually executed by the Comptroller of Public Accounts of the State of Texas or his or her duly authorized agent, or a certificate of registration substantially in the form provided in **Exhibit B**, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such

certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount shown in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered certificates, being one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate(s) shall be the Certificates submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on the Certificates, shall be substantially in the forms set forth in **Exhibit B** hereto with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with bond insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the Town or determined by the officers executing such Certificates as evidenced by their execution thereof. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The Certificates, including the Initial Certificate(s), shall be typewritten, printed, lithographed, or photocopied, or produced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appear herein without qualifying language, are defined to mean as follows:

(a) The term "Additional Certificates" shall mean tax and revenue obligations hereafter issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, or other law and payable from ad valorem taxes and additionally payable from and secured by a lien on and pledge of the Net Revenues of the System on a parity with and of equal rank and dignity with the lien and pledge securing the payment of the Previously Issued Certificates and the Certificates.

(b) The term "Certificate Fund" shall mean the special Fund created and established under the provisions of Section 11 of this Ordinance.

(c) The term "Certificates" shall mean the "Town of Horizon City, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023" authorized by this Ordinance.

(d) The term "Collection Date" shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the Town become delinquent.

(e) The term "Fiscal Year" shall mean the twelve month period ending on September 30 of each year.

(f) The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of their acquisition or purchase by the Town, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the Town, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

(g) The term "Net Revenues" shall mean the gross revenues of the System, less the expense of operation and maintenance thereof but only to the extent such expenses are allocated to the System by the Town.

(h) The term "Outstanding" when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates deemed to be duly paid by the Town in accordance with the provisions of Section 23 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 24 hereof.

(i) The term "Previously Issued Certificates" shall mean the (1) "Town of Horizon City, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2014," dated May 1, 2014, and (2) "Town of Horizon City, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019," dated May 1, 2019.

(j) The term "System" shall mean the neighborhood, community, and regional parks located within the Town which are maintained and owned by the Town.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account on the books of the Town to be designated "SPECIAL 2023 COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND," and all moneys deposited to the credit of such account shall be kept and maintained in a banking fund maintained at the Town's depository. The Mayor, Mayor Pro Tem, Finance Director, or City Clerk, individually or collectively, are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the Town, be invested in obligations identified in, and in accordance with the provisions of the Town's Investment Policy as the same may be amended from time to time and the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from such Fund will be available at the proper time or times. All interest and income derived from deposits and investments in such Certificate Fund shall be credited to, and any losses debited to, the such Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on such Certificates and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied, within the limitations prescribed by law, for the current year and each succeeding year thereafter while such Certificates or any interest thereon shall remain Outstanding, a sufficient tax on each one hundred dollars' valuation of taxable property in the Town, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; such tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the such Debt Service Requirements, it having been determined that the existing and available taxing authority of the Town for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, and any other lawfully available revenues which are appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 13: Limited Pledge of Net Revenues. The Town hereby covenants and agrees that the Net Revenues of the System in the amount of \$1,000 are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Certificates, and the limited pledge of \$1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System in accordance with the terms and provisions hereof, and shall be on a parity in all respects with the lien on the Net Revenues securing the payment of the Previously Issued Certificates and Additional Obligations, if issued. Furthermore, such lien on and pledge of the Net Revenues securing the payment of the Certificates shall constitute a lien on the Net Revenues of the System until such time as the Town shall pay all of such \$1,000, after which time the pledge shall cease, all in accordance with the terms and provisions hereof and be valid and binding without further action by the Town and without any filing or recording except for the filing of this Ordinance in the records of the Town.

Texas Government Code, Chapter 1208, as amended, applies to the issuance of the Certificates and the limited pledge of the Net Revenues of the System granted by the Town under this Section, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the limited pledge of the Net Revenues of the System granted by the Town under this Section is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in such pledge, the Town agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in such pledge to occur.

SECTION 14: Revenue Fund. The Town hereby covenants and agrees that so long as the pledge of the Net Revenues is made to the payment of the Certificates all revenues derived

from the operation of the System shall be kept separate and apart from all other funds, accounts and moneys of the Town, and all such revenues shall be deposited as collected into the "Town of Horizon City, Texas, Parks Revenue Fund" (heretofore created and established and hereinafter called the "Revenue Fund"). All moneys deposited to the credit of the Revenue Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown, to wit:

First: To the payment of the reasonable and proper operating and maintenance expenses allocated to the system or required by statute to be a first charge on and claim against the gross revenues of the System.

Second: To the payment, equally and ratably, of the limited amounts pledged to the payment of the debt service requirements of the Previously Issued Certificates, the Certificates and any Additional Certificates hereafter issued.

Any Net Revenues remaining in the Revenue Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other Town purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the Town hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues of the System in the Revenue Fund, the amount of Net Revenues of the System pledged to the payment of the Certificates.

The Town covenants and agrees that the amount of pledged Net Revenues of the System (\$1,000), together with other lawfully available revenues appropriated by the Town for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in such Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The Town hereby further covenants as follows:

(1) It has the lawful power to pledge the Net Revenues of the System supporting this issue of Certificates and has lawfully exercised such powers under the Constitution and laws of the State of Texas, including such power existing under Texas Government Code, Chapter 1502, as amended, and Texas Local Government Code, Sections 271.041, et seq., as amended.

(2) Other than for the payment of the Previously Issued Certificates and the Certificates, the Net Revenues of the System are not pledged to the payment of any debt or obligation of the Town or of the System.

SECTION 18: Issuance of Additional Certificates. The Town hereby expressly reserves the right to hereafter issue Additional Certificates which, together with the Previously Issued Certificates and the Certificates, shall be secured by a parity lien on and pledge of the Net Revenues of the System.

SECTION 19: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, Finance Director, and City Clerk are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Town all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, Finance Director, City Clerk, or Bond Counsel to the Town are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the Town whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Additionally, the Mayor, Mayor Pro Tem, Finance Director, and City Clerk may execute, authenticate, certify, or endorse or authorize to be executed, authenticated, certified, or endorsed with such officer's facsimile signature instead of the officer's manual signature any written agreement, including a contract, purchase order or surety bond, and any related document, including an application, certificate, or approval. For purposes of this Ordinance, "facsimile signature" means a reproduction of the manual signature of an authorized officer that is made by any method.

SECTION 20: Notices to Holders Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 21: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Town, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying

Agent/Registrar. The Town may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the Town may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Certificates held by the Paying Agent/Registrar shall be returned to the Town.

SECTION 22: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The Town shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the

Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Town receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the Town shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Town shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the Town or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the Town shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Town shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Town shall not take or omit

to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The Town shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The Town shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the Town may commingle Gross Proceeds of the Certificates with other money of the Town, provided that the Town separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the Town shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The Town shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the Town shall pay to the United States from the general fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The Town shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the Town shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The Town hereby directs and authorizes the Mayor, Mayor Pro Tem, Finance Director, and City Clerk, individually or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

SECTION 23: Satisfaction of Obligations of Town. If the Town shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System (to the extent such limited pledge of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) and all covenants, agreements, and other obligations of the Town to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section ("Defeased Certificates") when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/ Registrar have been made) the redemption date thereof. In the event of a defeasance of the Certificates, the Town shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Certificates.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the Town or deposited as directed by the Town. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the Town be remitted to

the Town against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the Town shall be subject to any applicable unclaimed property laws of the State of Texas.

The Town reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the Town moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Certificates shall no longer be regarded to be outstanding or unpaid. Provided, however, the Town has reserved the option, to be exercised at the time of the defeasance of the Certificates, to call for redemption, at an earlier date, those Certificates which have been defeased to their maturity date, if the Town: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Certificates for redemption; (ii) gives notice of the reservation of that right to the Holders of the Certificates immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

SECTION 24: Mutilated, Destroyed, Lost, and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the Town and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the Town and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 25: Ordinance a Contract - Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the Town, and shall not be amended or repealed by the Town so long as any Certificate remains Outstanding except as permitted in this Section and Section 31 hereof. The Town, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Town may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of

all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 26: Sale of the Certificates - Approval of Official Statement. Pursuant to a public sale for the Certificates, the bid submitted by [] (the "Purchaser"), is declared to be the best bid received producing the lowest true interest cost rate to the Town, and the sale of the Certificates to the Purchaser at the price of par plus accrued interest, if any, and a net cash premium of \$[], is hereby determined to be in the best interests of the Town and is approved and confirmed. Delivery of the Certificates to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The Initial Certificate shall be registered in the name of the Purchaser.

Furthermore, the use of the Preliminary Official Statement by the Purchaser in connection with the public offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Mayor Pro Tem, Finance Director, or City Clerk, one or more of such officials), shall be and is hereby in all respects approved and the Purchaser is hereby authorized to use and distribute such final Official Statement, dated August 8, 2023, in the reoffering, sale, and delivery of the Certificates to the public. The Mayor and City Clerk are further authorized and directed to manually execute and deliver for and on behalf of the Town copies of such Official Statement in final form as may be required by the Purchaser, and such final Official Statement in the form and content manually executed by such officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Purchaser.

SECTION 27: Proceeds of Sale. The proceeds of sale of the Certificates (less those proceeds of sale designated to pay costs of issuance) in the amount of \$[], shall be deposited in a fund maintained at a depository bank of the Town. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments and any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Any surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be disbursed for payment of costs of issuance or deposited to the credit of the Certificate Fund.

SECTION 28: Control and Custody of Certificates. The Mayor of the Town shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the Initial Certificate pending the approval thereof by the Attorney General and its registration thereof by the Comptroller of Public Accounts.

Furthermore, the Mayor, Mayor Pro Tem, Finance Director, and City Clerk, individually or collectively, are hereby authorized and directed to furnish and execute such documents and certifications relating to the Town and the issuance of the Certificates, including a certification as to facts, estimates, circumstances and reasonable expectations pertaining to the use and

expenditure and investment of the proceeds of the Certificates as may be necessary for the approval of the Attorney General and their registration by the Comptroller of Public Accounts. In addition, such officials, together with the Town's financial advisor, Bond Counsel and the Paying Agent/Registrar, are authorized and directed to make the necessary arrangements for the delivery of the Initial Certificate(s) to the initial purchasers.

SECTION 29: Bond Counsel's Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas ("Bond Counsel") approving the Certificates as to their validity, such opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of such opinion shall accompany the global certificates deposited with DTC or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued. The City Council confirms the prior engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION 30: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the Town nor attorneys approving such Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 31: Continuing Disclosure Undertaking.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

The Town shall provide annually to the MSRB (1) within six (6) months after the end of each fiscal year of the Town beginning in the year 2023, financial information and operating data with respect to the Town of the general type included in the final Official Statement in Tables 1 through 5 and 7 through 13, and (2) within twelve (12) months after the end of each fiscal year of the Town beginning in the year 2023, the audited financial statements of the Town. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the Town shall file unaudited financial statements by the required time and audited financial statements for the applicable fiscal year, when and if the audit report becomes available. Any financial statements to be provided shall be (i) prepared in accordance with the

accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the Town may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the Town commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the Town changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Town otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet web site or filed with the SEC.

(c) Notice of Certain Events.

The Town shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Town, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to

undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Town, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Town, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding subsection (c)(12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Town in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Town, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Town, and (b) the Town intends the words used in the immediately preceding paragraphs (c)(15) and (c)(16) and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as interpreted by the SEC Release No. 34-83885, dated August 20, 2018.

The Town shall notify the MSRB, in a timely manner, of any failure by the Town to provide financial information or operating data in accordance with Subsection (b) of this Section of this Ordinance by the time required by such Section.

(d) Filings with the MSRB.

All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments.

The Town shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Town remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the Town in any event will give the notice required by Subsection (c) of this Section of any Certificate calls and defeasance that cause the Town to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Town undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly

provided within this Section, the Town does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the Town's financial results, condition, or prospects; nor does the Town undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the Town does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE TOWN BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE TOWN, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Town in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Town under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the Town from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Town, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the Town (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the Town if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the Town's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the Town so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 32: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the Town, the Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the Town, the Paying Agent/Registrar and the Holders.

SECTION 33: Inconsistent Provisions. All ordinances, orders, or resolutions, or parts thereof which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 34: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 35: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 36: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 37: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 38: [Municipal Bond Insurance. The Certificates have been sold with the principal of and interest thereon being insured by [_____]. The Town hereby authorizes each of the Mayor, Mayor Pro Tem, and/or Finance Director to sign any document related to such insurance policy.]

SECTION 39: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 40: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 41: Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[The remainder of this page intentionally left blank.]

DULY PASSED AND APPROVED BY THE CITY COUNCIL ON August 8, 2023.

TOWN OF HORIZON CITY, TEXAS

Mayor

ATTEST:

City Clerk

(Town Seal)

APPROVED AS TO FORM:

Bond Counsel for the Town

City Attorney,
Town of Horizon City, Texas

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B

FORM OF CERTIFICATE

(a) Form of Definitive Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF HORIZON CITY, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2023

Certificate Date:
August 15, 2023

Interest Rate:

Stated Maturity:
August 15, ____

CUSIP No.:

Registered Owner: _____

Principal Amount: _____ DOLLARS

The Town of Horizon City (hereinafter referred to as the "Town"), a body corporate and municipal corporation in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount stated above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date, in which case it shall bear interest from the date of their delivery to the initial purchaser), at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2024, until maturity or prior redemption. Principal of this Certificate is payable at its Stated Maturity or redemption to the registered owner hereof upon presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while the Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or

executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$[_____] to be designated and bear the title "TOWN OF HORIZON CITY, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023" (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: designing, constructing, resurfacing, enlarging, equipping, and improving various streets, roads, bridges, overpasses, thoroughfares, sidewalks, pathways and related municipal facilities within the Town, including lane markings, street drainage, water and sewer infrastructure, Americans with Disabilities Act (ADA) accessibility, traffic signals, signal system synchronization, loop detectors, lighting, signage, streetscaping, and landscaping related thereto, (ii) designing, constructing, improving and equipping a new municipal facility for the Town's police department, public works department, municipal court and city council chambers, (iii) designing, constructing, and equipping a municipal transit plaza, including parking facilities and pedestrian amenities, (iv) designing, constructing, and equipping new park facilities, including athletic fields and an indoor athletic facility, (v) renovating, improving and equipping existing Town buildings and facilities with ADA modifications, and (vi) professional services rendered in relation to such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and pursuant to an ordinance adopted by the City Council of the Town (herein referred to as the "Ordinance").

[The Certificates maturing on the dates hereinafter identified (the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the mandatory redemption date on the respective dates and in principal amounts as follows:

Term Certificates due August 15, 20__		Term Certificates due August 15, 20__	
<u>Redemption Date</u>	<u>Principal Amount (\$)</u>	<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
August 15, 20__		August 15, 20__	
August 15, 20__		August 15, 20__	
August 15, 20__*		August 15, 20__*	

* Stated maturity.

The particular Term Certificates of a stated maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the Town, by the principal amount of Term Certificates of like Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the Town at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof,

and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Certificates having Stated Maturities on and after August 15, 20[___] may be redeemed prior to their Stated Maturities, at the option of the Town, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on August 15, 20[___], or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the Town shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the Town and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that such redemption may, at the option of the Town, be conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the Town shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the Town and are additionally payable from and secured by a lien on and limited pledge of the Net Revenues (as defined in the Ordinance) of the Town's parks (the "System"), such lien and pledge being limited to the amount of \$1,000. In the Ordinance, the Town reserves and retains the right to issue additional obligations payable from the same sources as the Certificates and, together with the Previously

Issued Certificates (identified and defined in the Ordinance) and the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Holder by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the Net Revenues of the System pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the limited pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Town and the Paying Agent/Registrar; the terms and provisions upon which the tax levy and the liens, pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The Town and the Paying Agent/Registrar, and any agent of either, may treat the registered owner hereof whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the Town nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and covenanted that the Town is duly organized and legally incorporated under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the Town have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the

payment of the principal of and interest on the Certificates by the levy of a tax and a pledge of a limited amount of the Net Revenues of the System as aforesaid. In case any provision in this Certificate or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the Town has caused this Certificate to be duly executed under the official seal of the Town as of the Certificate Date.

TOWN OF HORIZON CITY, TEXAS

Mayor

COUNTERSIGNED:

City Clerk

(TOWN SEAL)

(b) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER (
OF PUBLIC ACCOUNTS (
THE STATE OF TEXAS (REGISTER NO. _____)

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____ .

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(c) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within-mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar located in Salt Lake City, Utah, is the Designated Payment/Transfer Office for this Certificate.

Registration Date: _____
ZIONS BANCORPORATION, NATIONAL ASSOCIATION, AMEGY BANK DIVISION, Houston, Texas, as Paying Agent/Registrar

By: _____
Authorized Signature

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:)

(Social Security or other identifying number: _____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

(e) The Initial Certificate(s) shall be in the form set forth in paragraph (a) of this Exhibit, except that the form of a single fully registered Initial Certificate shall be modified as follows:

REGISTERED:
NO. T-1

REGISTERED:
\$[_____]

UNITED STATES OF AMERICA
STATE OF TEXAS
TOWN OF HORIZON CITY, TEXAS,
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2023

Certificate Date: August 15, 2023

Registered Owner: [_____]

Principal Amount: [_____] DOLLARS

The Town of Horizon City (hereinafter referred to as the "Town"), a body corporate and municipal corporation in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the above stated Principal Amount on August 15 in each of the years and in principal installments in accordance with the following schedule:

<u>YEAR</u>	<u>PRINCIPAL INSTALLMENTS</u> (<u>\$</u>)	<u>INTEREST RATE (%)</u>
-------------	--	------------------------------

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the date of its delivery to the initial purchaser (anticipated to be August 30, 2023) at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing February 15, 2024, until maturity or prior redemption. Principal installments of this Certificate are payable at the year of maturity or on a redemption date to the registered owner hereof by Zions Bancorporation, National Association, Amegy Bank Division, Houston, Texas (the "Paying Agent/Registrar"), upon presentation and surrender at its designated offices in Salt Lake City, Utah, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original

date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

[The remainder of this page intentionally left blank.]

RESOLUTION

Town of Horizon City

WHEREAS, the City Council of the Town of Horizon City has adopted an Ordinance authorizing the issuance of “Town of Horizon City, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023”;

WHEREAS, it is necessary to engage a law firm to act as disclosure counsel in connection with the issuance of certificates of obligation; and

WHEREAS, the law firm of Winstead PC is fully qualified to undertake the work of disclosure counsel and is willing to act in that role on behalf of the Town of Horizon City.

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

That the Mayor is authorized to sign the Engagement Letter with Winstead PC attached to this Resolution.

Adopted and approved on the 8th day of August 2023.

Town of Horizon City

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller
City Clerk

APPROVED AS TO FORM

By: _____
Sylvia Borunda Firth
City Attorney

RESOLUTION

Town of Horizon City

WHEREAS, the Town of Horizon City is required by State law to have a financial audit performed each fiscal year by an independent firm of certified public accountants;

WHEREAS, SBNG, PC is fully qualified to undertake an audit of the financial statements of the governmental activities of the Town of Horizon City in accordance with accounting standards generally accepted in the United State of America (GAAS) and is willing to do so for Town of Horizon City.

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

That the Mayor is authorized to sign the Engagement Letter with SBNG, PC attached to this Resolution.

Adopted and approved on the 8th day of August 2023.

Town of Horizon City

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller
City Clerk

APPROVED AS TO FORM

By: _____
Sylvia Borunda Firth
City Attorney

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Lily Gaytan

CC: File

DATE: August 8, 2023

RE: 2024 PROPOSED PROPERTY VALUATION AND TAX RATES

For your review and consideration, please see the attached schedule on the Proposed Property Tax Rates. The schedule shows the revised Debt Service Rate which was recalculated to include the estimated debt service for the 2023 Certificates of Obligation.

**TOWN OF HORIZON CITY
PROPERTY VALUATION AND TAX RATES**

Description	2023	2024	Increase	Percent
Property Valuation	1,250,341,248	1,437,275,977	186,934,729	14.95%
Property Tax Rates				
Maintenance & Operation	0.371331	0.358361	(0.012970)	-3.49%
Debt Service	0.153059	0.216535	0.063476	41.47%
Total	<u>0.524390</u>	<u>0.574896</u>	<u>0.050506</u>	<u>9.63%</u>
Total Property Taxes	6,556,664	8,262,842	1,706,178	26.02%
No New Revenue Rate	0.519470	0.488961	-0.030509	-5.87%
Voter Approved Rate	0.524390	0.574896	0.050506	9.63%
Proposed Rate over No New Revenue Rate				17.58%
Proposed Rate over Voter Approved Rate				0.00%
 <u>Average Home</u>	 \$ 158,064	 \$ 175,906	 \$ 17,842	
	\$ 828.87	\$ 1,011.28	\$ 182.41	
 <u>Low</u> \$70,000	 \$ 367.07	 \$ 402.43	 \$ 35.36	
 <u>High</u> \$300,000	 \$ 1,573.17	 \$ 1,724.69	 \$ 151.52	
 Taxes received from new property:				
All added property	\$ 68,494,525			
Taxes on all added property	\$393,772			



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: August 3, 2023
To: Honorable Mayor and Members of City Council
From: Teresa Quezada, CIP Manager
SUBJECT: On resolution authorizing the Mayor to sign a design agreement with Huitt Zollars for design of the 2023 Street Resurfacing project.

[Handwritten signature: Teresa Quezada, 8/3/2023]

This resolution authorizes the Mayor to sign a design agreement with Huitt Zollars for design of the 2023 Street Resurfacing project. The 2023 project scope includes mill and overlay of S. Kenazo Ave., N. Kenazo Ave., and the northside of McMahon Ave.

Huitt Zollars will provide the project limits to match the available funding in the Street Maintenance Fund for 2023, prepare the specifications for bidding the project and will support the bidding process and make a recommendation for the award of the project.

The proposed fee for the design and bidding phase work is \$36,049.

Staff recommends approval.

Attachments as indicated.

RESOLUTION

Town of Horizon City

WHEREAS, on or about April 11, 2023, the Town of Horizon City selected a firm to provide engineering services in accordance with applicable State law that requires such selections be based upon qualifications;

WHEREAS, Huitt-Zollars, Inc. was selected to provide engineering services to the Town of Horizon City;

WHEREAS, the Town of Horizon City now desires to engage Huitt-Zollar, Inc. to provide engineering analysis and design services for the 2023 Street Maintenance Project;

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

That the Mayor is authorized to sign the Engineering Services Agreement attached to this Resolution.

Adopted and approved on the 8th day of August 2023.

Town of Horizon City

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller
City Clerk

APPROVED AS TO FORM

By: _____
Sylvia Borunda Firth
City Attorney

THE STATE OF TEXAS) ENGINEERING ANALYSIS AND DESIGN
) SERVICES FOR THE 2023 STREET
COUNTY OF EL PASO) MAINTENANCE PROJECT IN THE TOWN
) OF HORIZON CITY

THIS AGREEMENT is made and effective on the last date written on the signature page, by and between the **TOWN OF HORIZON CITY**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "**City**", and **HUITT- ZOLLARS, INC.**, a Texas Corporation, hereinafter referred to as the "**Engineer**," for the following project: engineering analysis and design services for HMA rehabilitation for the 2023 Street Maintenance Project.

RECITALS

WHEREAS, on or about April 11, 2023, based on a process to select a firm based on qualifications, the Town Council selected the Engineer as the most qualified engineering firm for the Project;

WHEREAS, the 2023 Street Maintenance Project -is funded through the Town’s street maintenance funds;

WHEREAS, the Parties now desire to enter into this Engineering Analysis and Design Services Agreement for the 2023 Street Maintenance Project hereinafter the “Agreement,” as further described herein, which have been determined to be necessary and appropriate; and

WHEREAS, entering into this Agreement is appropriate as the Engineer and sub-consultants and subcontractors are qualified, and Engineer was selected through the City's selection procedure, in accordance with all applicable state and local laws and ordinances.

AGREEMENT

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

**ARTICLE I.
ATTACHMENTS**

1.1. The documents listed below are hereby attached to this Agreement for the Engineering Analysis and Design Services for HMAC Rehabilitation for the 2023 Street Maintenance Project and are incorporated herein by reference for all purposes as follows:

Attachment "A" Scope of Services for the Project

Attachment "B" Certificates of Insurance

Attachment "C" Certificate of Interested Parties (Texas Ethics Commission)

Attachment "D" Verification Required by State Law

ARTICLE II.

**PROJECT COVERED UNDER THIS
AGREEMENT**

The City hereby agrees to retain the Engineer and the Engineer agrees to perform professional services for the Project to perform professional engineering analysis and design services for the 2023 Street Maintenance Project. The work will include determining quantities for the mill and overlay (S. Kenazo, N. Kenazo, and the north side of McMahan Ave). HZ will provide project limits, plan sheets, bid quantities, details, and specifications for bidding. Provide bidding phase services and assist Town with bid review. Huitt-Zollars will make a recommendation for award. The Engineer's services shall consist of the Scope of Services as further described in **Attachment "A"**.

**ARTICLE III.
ENGINEER FEES AND PROJECTS BUDGET**

3.1 PAYMENT TO ENGINEER. The City shall pay for the Engineer's Services based on the existing standard hourly rate used in Horizon City and specified in **Attachment "A"** not to Exceed \$36,049.00.

The Mayor may authorize the additional engineering services for this Agreement in an amount not to exceed ten percent (10%) of the total estimated Project contract cost.

Should further services, exceeding the cost for this Project, be necessary, such additional services and payment must be approved by the City Council.

3.2 ENGINEER'S SERVICES. The Engineer shall provide engineering analysis and design services as set forth in "**Attachment A**".

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

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

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

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

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The schedule for services is stated in the Schedule in **Attachment "A"**.

4.2 TERMINATION. This Agreement for the Project may be terminated separately without affecting any other Agreement or amendment by and between the

parties for any other project, as provided herein. In the event of a termination of this Agreement, in whole or in part, the Engineer shall surrender all Project-related documents to the City within five (5) business days of the effective date of the termination.

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

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

4.2.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the

terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement. The provisions set forth in Section 5.2 shall survive the termination of this Agreement and continue to be applicable to the Agreement, unless otherwise specifically agreed to by the Parties.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Engineer shall maintain insurance during the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

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

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

5.2 INDEMNIFICATION.

The Engineer agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees (collectively, City) against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs in proportion to Engineer's liability, to the extent caused by the Engineer's

negligent acts, intentional torts or errors and omissions in the performance of professional services under this Agreement and that of its subcontractors over which Engineer exercises control or anyone for whom the Engineer may legally be held liable for. Solely and exclusively for Professional Liability Claims, Engineer shall have no obligation to undertake the defense of Indemnitees in a Professional Liability Claim prior to the determination of liability in such Professional Liability Claim. Upon conclusion of the Professional Liability Claim either through settlement, or by the issuance of an arbitration award, judgment, or other final determination of liability, Engineer shall promptly reimburse Indemnitees for a proportionate share of Indemnitees' defense attorney's fees, investigation costs, court or arbitration costs, and expenses incurred in defending any claim, demand, action, lawsuit, arbitration, or other proceeding relating to such Professional Liability Claim, in an amount proportionate to the percentage of liability allocated to Engineer in any such settlement agreement, arbitration award, judgment or other final determination of liability. Engineer shall not have any obligation to indemnify, defend or reimburse Indemnitees for Professional Liability claims arising by reason of the sole negligence or willful misconduct of Indemnitees.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees, and subconsultants (collectively, Engineer) against all damages, liabilities, or costs including reasonable attorneys' fees and defense costs, to the extent caused by the City's negligent acts in connection with projects under the Agreement and amendments thereto or anyone for whom the City is legally liable, provided however, the liability of the City shall be subject to its sovereign immunity and the City reserves and does not waive its rights of sovereign immunity and similar rights, including but not limited to any immunity, rights, defenses, and limitations on monetary damages under the Texas Tort Claims Act, as may be amended.

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

ARTICLE VI. GENERAL PROVISIONS

6.1 STANDARD OF CARE FOR ARCHITECTS AND ENGINEERS. Services provided by the Engineer under this Agreement shall be performed with the professional

skill and care ordinarily provided by competent engineers practicing in El Paso County, Texas, and under the same or similar circumstances and professional license, and such work shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

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

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

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

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

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

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

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

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

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

To the City: The Town of Horizon
 Andres Renteria, Mayor
 Michelle Garcia, Planning Director
 14999 Darrington Road
 Horizon City, Texas 79928

To the Engineer: Huitt-Zollars, Inc.
 Attn. Isabel Vasquez, P.E.
 5822 Cromo Drive, Suite 210
 El Paso, Texas 79912

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

6.9 ATTORNEY’S FEES. Should either Party to this Agreement bring suit against the other Party for any matter relating to this Agreement, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney’s fees and all other costs of such action.

6.9 CONFLICTING PROVISIONS - ATTACHMENTS. Any provision contained in any Attachments to this Agreement which may be in conflict or inconsistent with any

of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

6.10 ENTIRE AGREEMENT FOR PROJECT. This Agreement including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, with respect to the Project as defined under this Agreement. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

6.11 Documents and Data, Licensing of Intellectual Property, and Copyright. All draft and final Documents and Data produced by Engineer during the term of the Agreement shall be and remain the property of the City. For purposes of this Agreement, the term “Documents and Data” includes any original work, reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Agreement. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Agreement creates, at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a “Work Made for Hire” as defined by federal copyright law. The City, as the author and owner of the copyright to the Work Made for Hire, may alter, reproduce, distribute, or make any other use of the Work Made for Hire as it deems appropriate.

6.12 Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex. Gov’t Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission, attached and incorporated herein as Attachment C, that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms

of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

6.13 Compliance with Laws. The Engineer must comply with the federal, state, and local laws, rules, and regulations applicable to the Project and its services under this Agreement.

6.14 Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex. Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, this statute applies to contracts for goods and services that:

- (1) are between the City and a company with 10 or more full-time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form, attached and incorporated herein as ATTACHMENT D, which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

TOWN OF HORIZON CITY:

Andres Renteria, Mayor

Dated: August _____, 2023

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Sylvia Borunda Firth
Assistant City Attorney

Michelle Garcia
Planning Director

ENGINEER:
Huitt-Zollars, Inc.

By: _____

Printed name: _____

Title: _____

Dated: June _____, 2023

(Acknowledgements on the following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of June 2023, by **Andres Renteria**, as **Mayor** of the **Town of Horizon City, Texas**.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of June 2023, by _____, as _____ of **Huitt-Zollars, Inc.**

Notary Public, State of Texas

My commission expires:

Memorandum

To: Michelle Garcia, AICP, CNU-A
Planning Director
Town of Horizon City

From: Isabel Vasquez, PE, CNU-A
Huitt-Zollars, Inc.

Subject: Scope of Work and Fees
2023 Street Maintenance Program

Date: June 2, 2023

Huitt-Zollars prepared this scope of work for engineering analysis and design services for HMA rehabilitation for the 2023 Street Maintenance Project in the Town of Horizon City.

Scope of Work

Scope of Work includes provide bid documents for 2023 Street Maintenance Program in the Town of City of Horizon City. The work will include determining quantities for the mill and overlay (S. Kenazo, N. Kenazo, and the northside of McMahan Ave). HZ will provide project limits, plan sheets, bid quantities, details, and specifications for bidding. Provide bidding phase services and assist Town with bid review. Huitt-Zollars will make a recommendation for award.

Deliverables & Schedule

Sheet List:

Title Sheet
General Notes
Paving Plan Sheets
Pavement Marking Plans
Details

Pre-final Electronic copy of plan set for review
Final Electronic copy of plan set and Specification book
Bid Documents CD for distribution of bid documents.

Schedule

Pre-final Phase: 30 Calendar Days from NTP
Final Phase: 20 Calendar Days from NTP

Compensation

Our fee for these professional services shall be based on the existing standard hourly rate used in Horizon City and not to exceed \$36,049. A fee breakdown is provided for your reference.

Thank you for the opportunity to provide this proposal. Please feel free to call us at 587-4339 if you have any questions.

2023 Street Maintenance Program

S Kenazo Ave., N. Kenazo Ave, and the Northside of McMahon Ave Horizon City, Texas 79928

Street Maintenance Fee Proposal (05/22/23)

Scope of Work includes provide bid documents for 2023 Street Maintenance Project in the Town of City of Horizon City. The work will include determining quantities for the mill and overlay (S. Kenazo, N. Kenazo and the northside of McMahon Ave.), within the limits the limits identified. HZ will provide project limits, plan sheets, bid quantities, details, and specifications for bidding.

Task 1	Principal	Proj. Man.	Proj. Eng.	EIT/ Technician	Proj. Support	Total Hours
	\$265	\$225	\$150	\$125	\$90	
Project Management and Project set-up	2	8			4	14
Field Visit to verify project limits		1		12		13
Determine Quantities		4		16		20
Prepare Plan (Layout) Sheets		4	4	96		104
Prepare Signage and Pavement Mrk sheets		4		16		20
Prepare Specs and frontend documents		8			8	16
Prepare Details		2	2	8		12
Prepare Engineer's Estimate		6		8	2	16
Assist with Bidding and Bid Evaluation						
Prepare bid packet and contract documents	1	4		4	2	11
Prepare agenda and hold pre-bid meeting		2		2		4
Attend bid opening		2				2
Analyze, and review bids for completeness and accuracy		2		2	2	6
Verify contractor's eligibility		1				1
Prepare Recommendation of Award and attend council meeting		4			1	5
Subtotals	3	52	6	164	19	244
	\$ 795	\$ 11,700	\$ 900	\$ 20,500	\$ 1,710	\$35,605
	1%	21%	2%	67%	8%	
Direct Cost					Cost	
In-house Printing cost					\$200	
Mileage @ \$0.655/mile					\$244	
				To Horizon City 6 trips @ 60 miles/round trip		
						\$444
						Total PO Cost \$36,049



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: August 08, 2023
To: Honorable Mayor and Members of City Council
From: Art Rubio, Planner
SUBJECT: **1st Reading of Ordinance No. _____**, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning one parcel from R-2 (Single-Family Dwelling) to M-1 (Light Industrial) with conditions; containing approximately 23.8952 acres; Being A Portion of Jacob Kneiber Survey No. 293, El Paso County, Town of Horizon City, Texas; South of Horizon Blvd. and east of Anderpont Dr.; and authorizing the notation of the change on the official zoning map of the town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

On July 17, 2023, the Planning and Zoning Commission voted unanimously to recommend that the City Council approve the rezoning of the subject property from a R-2 (Single-Family Dwelling) zone to M-1 (Light Industrial) zone district.

The applicant's request is to rezone the property to M-1 (Light Manufacturing) zone district to allow for light manufacturing and assembly use buildings for sale or lease. Staff recommendation to the Planning and Zoning Commission was approval with conditions to M-1 zone to encourage light manufacturing use. The Planning & Zoning Commission was in agreement of the recommendation with conditions and added one additional setback condition for vehicle and pedestrian safety.

1. That salvaging, storage and dismantling of auto parts shall be prohibited.
2. That any outdoor storage and areas adjacent to a residential zone or use shall be screened with a 6' ft. high rock or masonry wall, pursuant to §802 Wall Standards of the Horizon City Municipal Code of Ordinances.
3. That heavy truck terminal shall be prohibited.
4. That a detailed Site Development Plan shall be required prior to the issuance of any building permits pursuant to §502.7 Site Development Plan Required.
5. That at the time of building permit submittal, the City Engineer determine a safe setback or other methods to allow for safe visibility for ingress or egress to the property.

Horizon City Shaping Our Horizon: 2030 Comprehensive and Strategic Plan designates this property as Industrial, staff believes that the development of this area, as proposed, will provide expanded light manufacturing uses in the area.

The applicant is aware that the property is in tract survey form and a platting determination is recommended to determine if the property meets any platting exemptions.

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

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A ZONING CHANGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF HORIZON CITY, TEXAS; REZONING ONE PARCEL FROM R-2 (SINGLE-FAMILY DWELLING) TO M-1 (LIGHT MANUFACTURING) WITH CONDITIONS; CONTAINING APPROXIMATELY 23.8952 ACRES; BEING A PORTION OF JACOB KNEIBER SURVEY NO. 293, EL PASO COUNTY, HORIZON CITY, TEXAS; SOUTH OF HORIZON BLVD. AND EAST OF ANDERPONT DR.; AND AUTHORIZING THE NOTATION OF THE CHANGE ON THE OFFICIAL ZONING MAP OF THE TOWN; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; AND PROPER NOTICE AND HEARING.

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

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

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

WHEREAS, the Planning and Zoning Commission has recommended that the zoning on the parcel of property be rezoned to M-1 (Light Manufacturing) Zone District with conditions; and

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

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

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

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

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

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the Town has general authority to adopt an ordinance or police regulation 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, pursuant to Texas Local Government Code Chapter 211, the Town is authorized to promulgate and enforce zoning regulations; and

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

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

I. REZONING

The zoning be changed from R-2 (Single-Family Dwelling) to M-1 (Light Industrial) Zone District within the meaning of the Zoning Ordinance contained in Chapter 14 on the Horizon City Municipal Code, for approximately 23.8952 acres, more or less, and legally described by Metes and Bounds Description, Exhibit "A" attached hereto and by reference included herein with the following conditions:

1. That salvaging, storage and dismantling of auto parts shall be prohibited.
2. That any outdoor storage and areas adjacent to a residential zone or use shall be screened with a 6' ft. high rock or masonry wall, pursuant to §802 Wall Standards of the Horizon City Municipal Code of Ordinances.
3. That heavy truck terminal shall be prohibited.
4. That a detailed Site Development Plan shall be required prior to the issuance of any building permits pursuant to §502.7 Site Development Plan Required.
5. That at the time of building permit submittal, the City Engineer determine a safe setback or other methods to allow for safe visibility for ingress or egress to the property.

II. ZONING MAP

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

III. FINDINGS OF FACT

That this ordinance was duly enacted with all requisites and formalities incident thereto the enactment of ordinance, and such is evidenced by the signatures below; and further that the

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

IV. REPEALER

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

V. SEVERABILITY

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

VI. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ___ day of _____, 2023, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the Town Council of Horizon City, Texas.

Town of Horizon City

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth, City Attorney

First Reading: 08/08/2023
Second Reading: 09/12/2023

DRAFT



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: RZ-002525-2023

Application Type: **Rezoning**
P&Z Hearing Date: *June 19, 2023; Postponed to July 17, 2023*
Staff Contact: Art Rubio, Planner
 915-852-1046 ext. 407; arubio@horizoncity.org

Address/Location: South of Horizon Blvd. and east of Anderpont Dr.
Property ID No.: X293000J00K0002
Legal Description: A Portion of Jacob Kneiber Survey No. 293, Town of Horizon City, El Paso County, Texas
Property Owner(s): Bahram Razy & Masoud Amiri
Applicant: Bahram Razy & Masoud Amiri
Nearest Park: Desmond Corcoran Park
Nearest School: Horizon High School

SURROUNDING PROPERTIES:

Zoning		Land Use
N	ETJ	Mixed Use
E	R-2 (Single-Family Dwelling)	Vacant
S	R-2 (Single-Family Dwelling)	Vacant
W	R-2 (Single-Family Dwelling)	Vacant

LAND USE AND ZONING:

	Existing	Proposed
Land Use	Vacant	Light Manufacturing/Assembly
Zoning	R-2 (Single-Family Dwelling)	M-1 (Light Industrial)

Application Description:

The applicant is requesting to rezone approximately 23.8952 acres of land that is currently vacant. The subject property is currently zoned R-2 (Residential) and is proposed to be rezoned as M-1 (Light Industrial) to allow for light manufacturing and assembly use buildings for sale or lease.

Notice:

In accordance with Section 211.007 of the Texas Local Government Code, notices of the July 17, public hearing for the rezoning request were sent to those property owners within 200 feet of the subject property on June 21, 2023, then posted in the El Paso Times Newspaper on June 29, 2023. In addition, the applicant is required to erect signs notifying the public of the proposed rezoning on the site proposed for rezoning fifteen (15) days prior to the Planning and Zoning Commission public hearing. Staff has confirmed that the sign has been up 15 days prior to the P&Z public hearing.

Shaping Our Horizon:2030 A Comprehensive and Strategic Plan – Future Land Use Map Designation:

Horizon City Shaping Our Horizon: 2030 Comprehensive and Strategic Plan designates this property as Industrial.

Staff Recommendation:

Staff recommends **APPROVAL** of the zone change from R-2 to M-1 in support of light manufacturing and assembly use subject to the following conditions. The subject property is located adjacent to a major roadway and compatible with the Horizon City Comprehensive Plan.

1. *That salvaging, storage and dismantling of auto parts shall be prohibited.*
2. *That any outdoor storage and areas adjacent to a residential zone or use shall be screened with a 6' ft. high rock or masonry wall, pursuant to **§802 Wall Standards** of the Horizon City Municipal Code of Ordinances.*
3. *That heavy truck terminal shall be prohibited.*
4. *That a detailed Site Development Plan shall be required prior to the issuance of any building permits pursuant to **§502.7 Site Development Plan Required**.*

Planning Division Comments:

In order to determine if the subject property is required to be platted, the applicant should submit an application for a Land Development Exemption Determination.

Options available to the Planning and Zoning Commission:

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

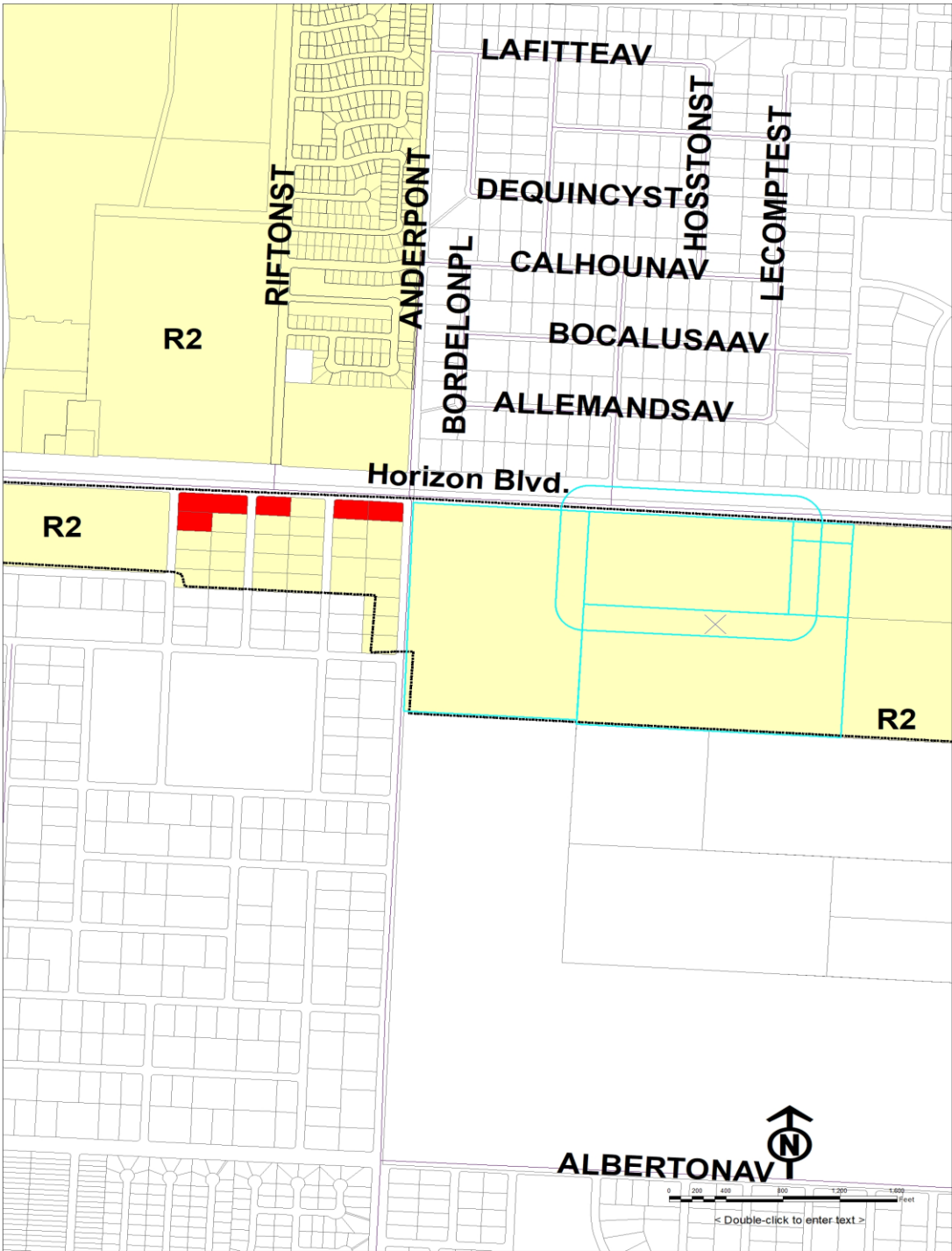
1. Recommend approval of the request for a rezoning to M-1 Zoning District as stated.
2. Recommend approval of the request for rezoning as stated, including any modifications to bring the rezoning into conformance with the Zoning Ordinance and the Vision 2030: Comprehensive and Strategic Plan.
3. Recommend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

Attachments:

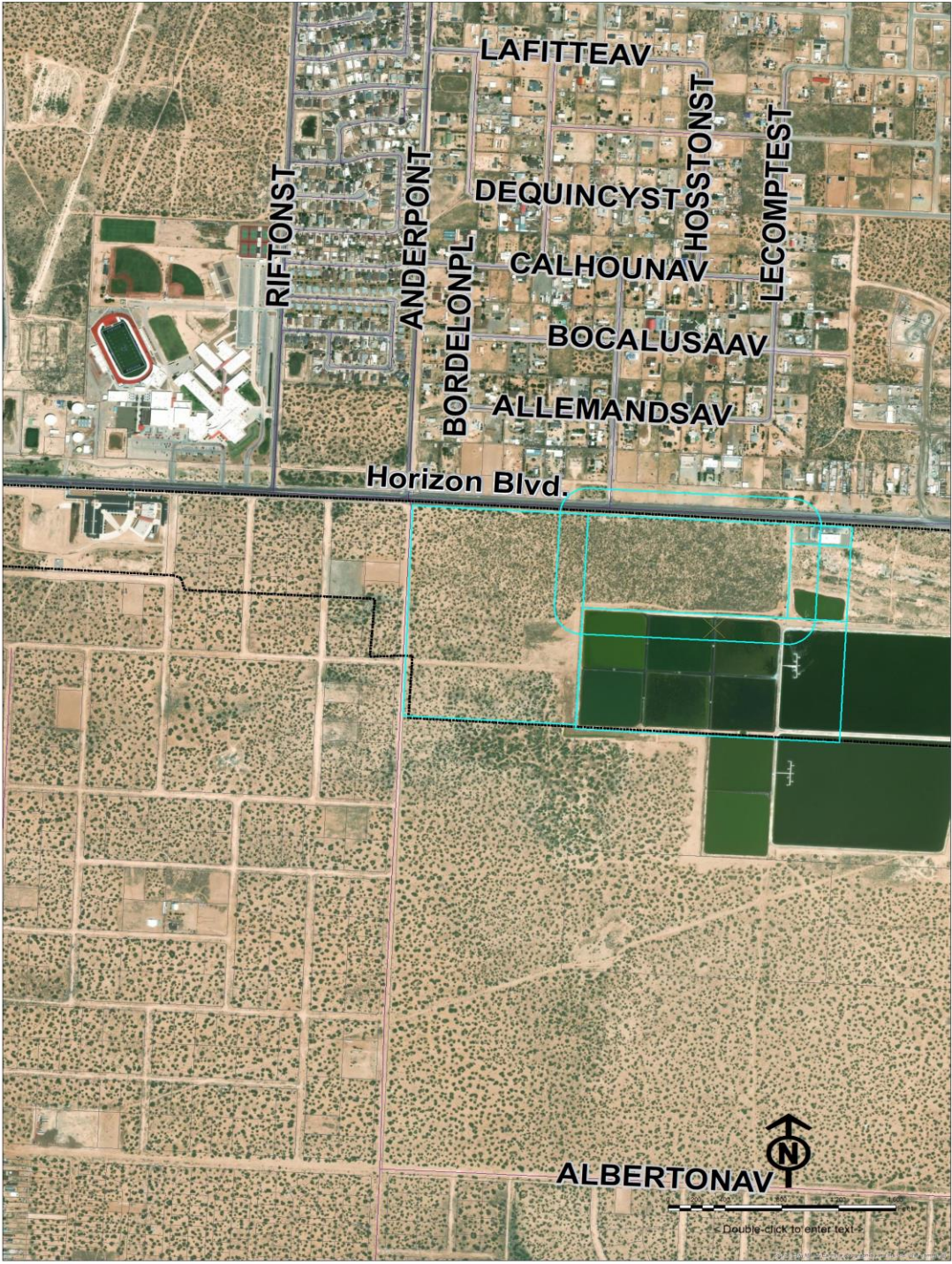
- 1 - Zoning Designation Map
- 2 - Aerial Map
- 3 - Future Land Use Map (Comp Plan)
- 4 - Application
- 5 - Zoning Plan
- 6 - Survey Map

Attachment 1: Zoning Designation

**Planning & Zoning Commission
Case No. RZ-002525-2023**



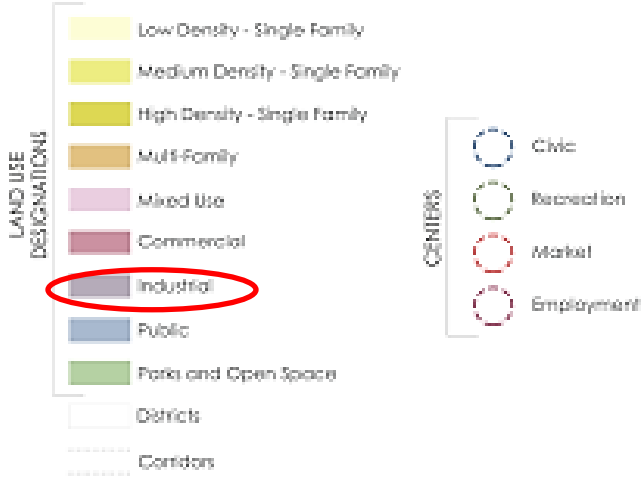
**Planning & Zoning Commission
Case No. RZ-002525-2023**



Attachment 3: Future Land Use Map



LEGEND



Attachment 4: Application



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

REZONE APPLICATION

1. Owner of Record: BAHRAM RAZY and MASOUD AMIRI.
5955 MIRA HERMO SA
(ADDRESS) (ZIP) (PHONE) (EMAIL)

2. Applicant MASOUD AMIRI Is applicant also the Owner? Yes No
 Contact Person MASOUD AMIRI.
909 VIA REDONDA CT. (915) 241-6341
(ADDRESS) (ZIP) (PHONE) (EMAIL)

3. PARCEL ONE
 Site Address/Location _____
 Legal Description: Survey 33 Block 28 Township 3 T. & P. RV Co Survey
(Lot) (Block) (Subdivision Name)

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

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

4. Briefly explain why you request to rezone? FOR BUSINESS

5. Land's Presents Use: NONE Zone R2 will change to M1
 Land Vacant Lot size 23.845 Structure Structure's size _____ Last known date the structure was occupied? N/A.
 Land's Proposed Use: Manufacturing Sale + Warehouse Proposed Zone Use 1112025

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

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

6. Signatures: Masoud Amir Masoud Amir
(OWNER'S SIGNATURE) (OWNER'S PRINTED NAME)

(APPLICANT'S SIGNATURE) (APPLICANT'S PRINTED NAME)

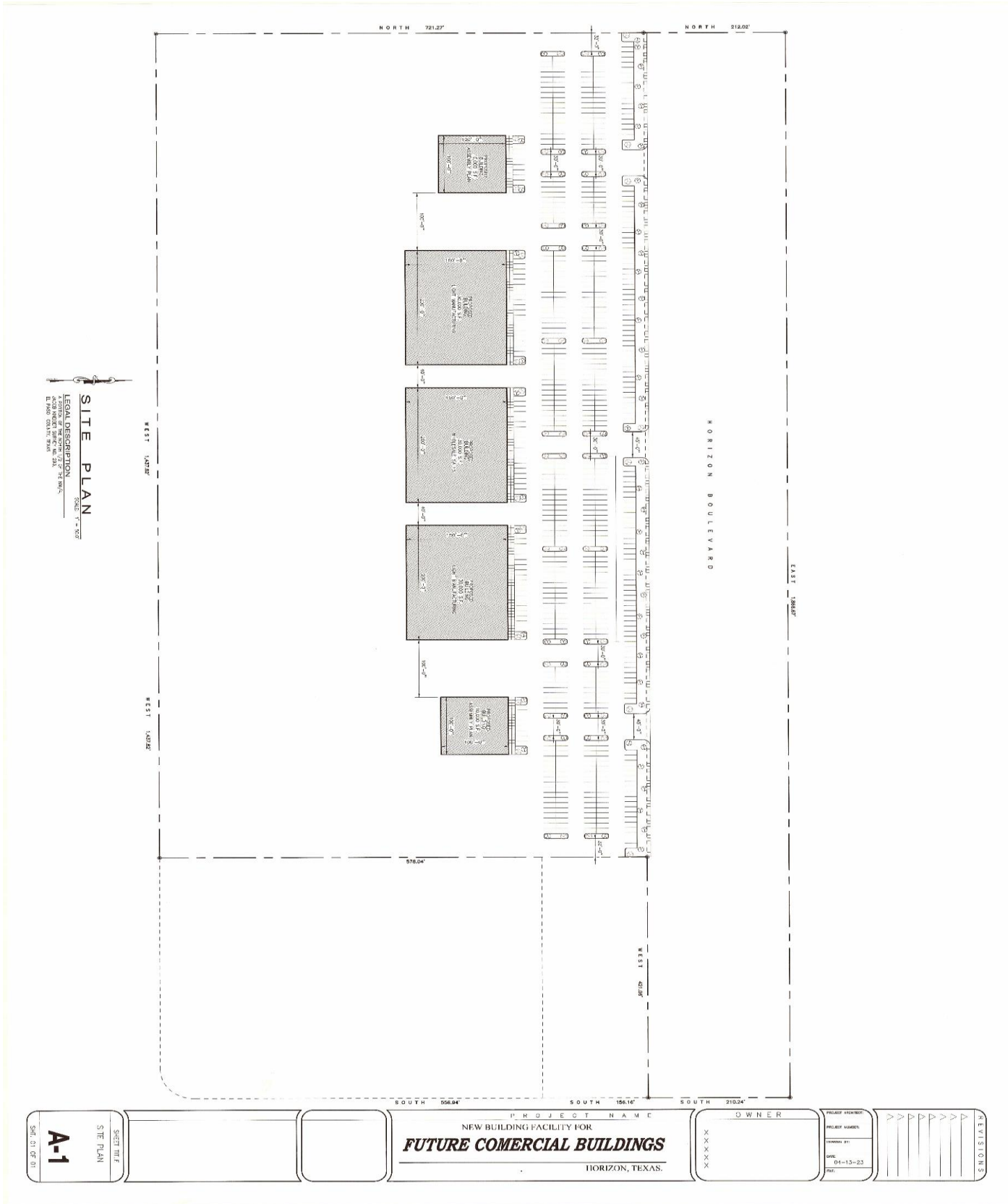
FEE SCHEDULE: (NON-REFUNDABLE)

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

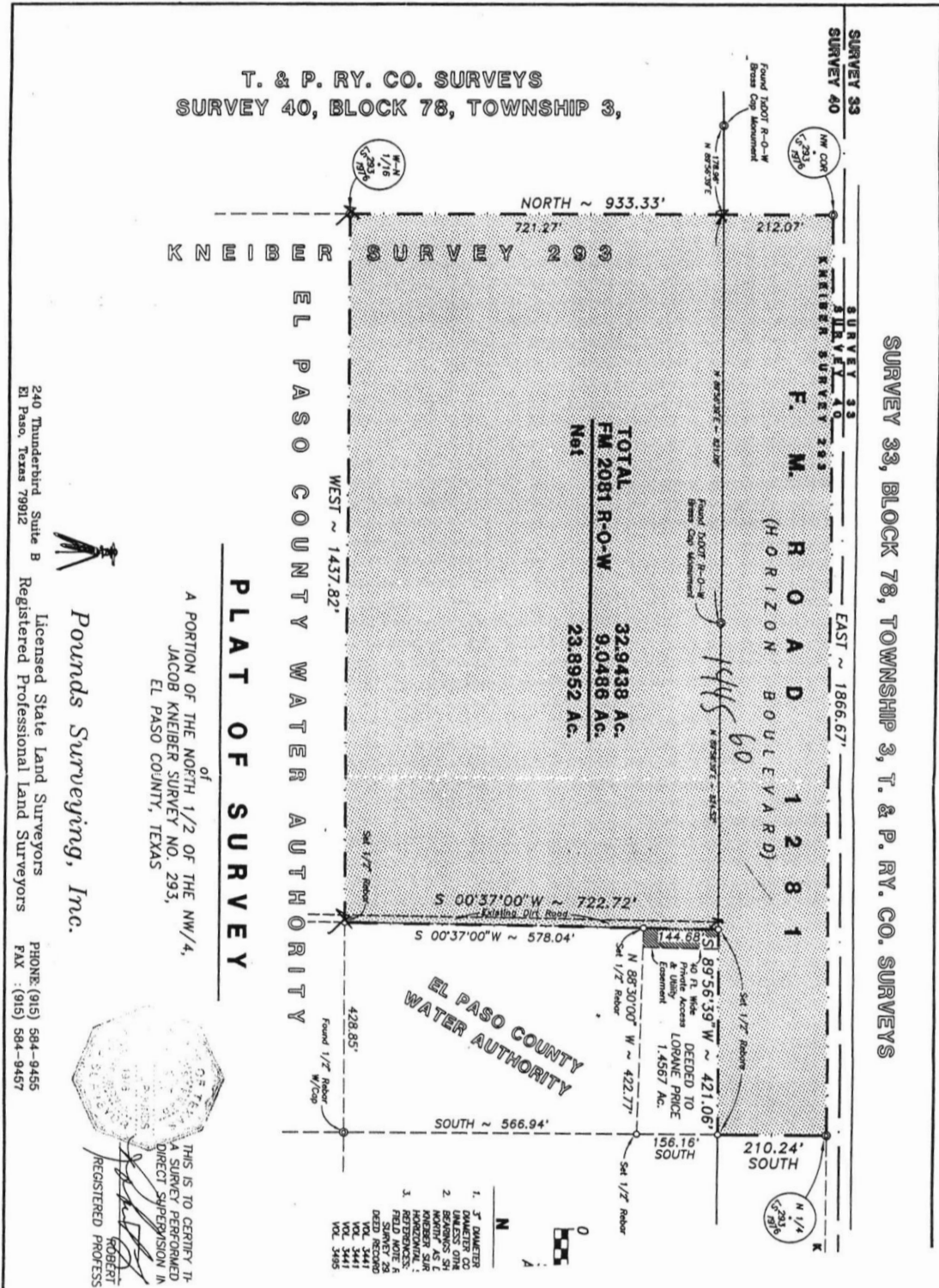
Application & Submittals Due Date: _____
 P&Z Scheduled Mtg. Date: _____
 City Council Scheduled Date: _____
 Application Received By: _____
 Date Application Rec'd: _____

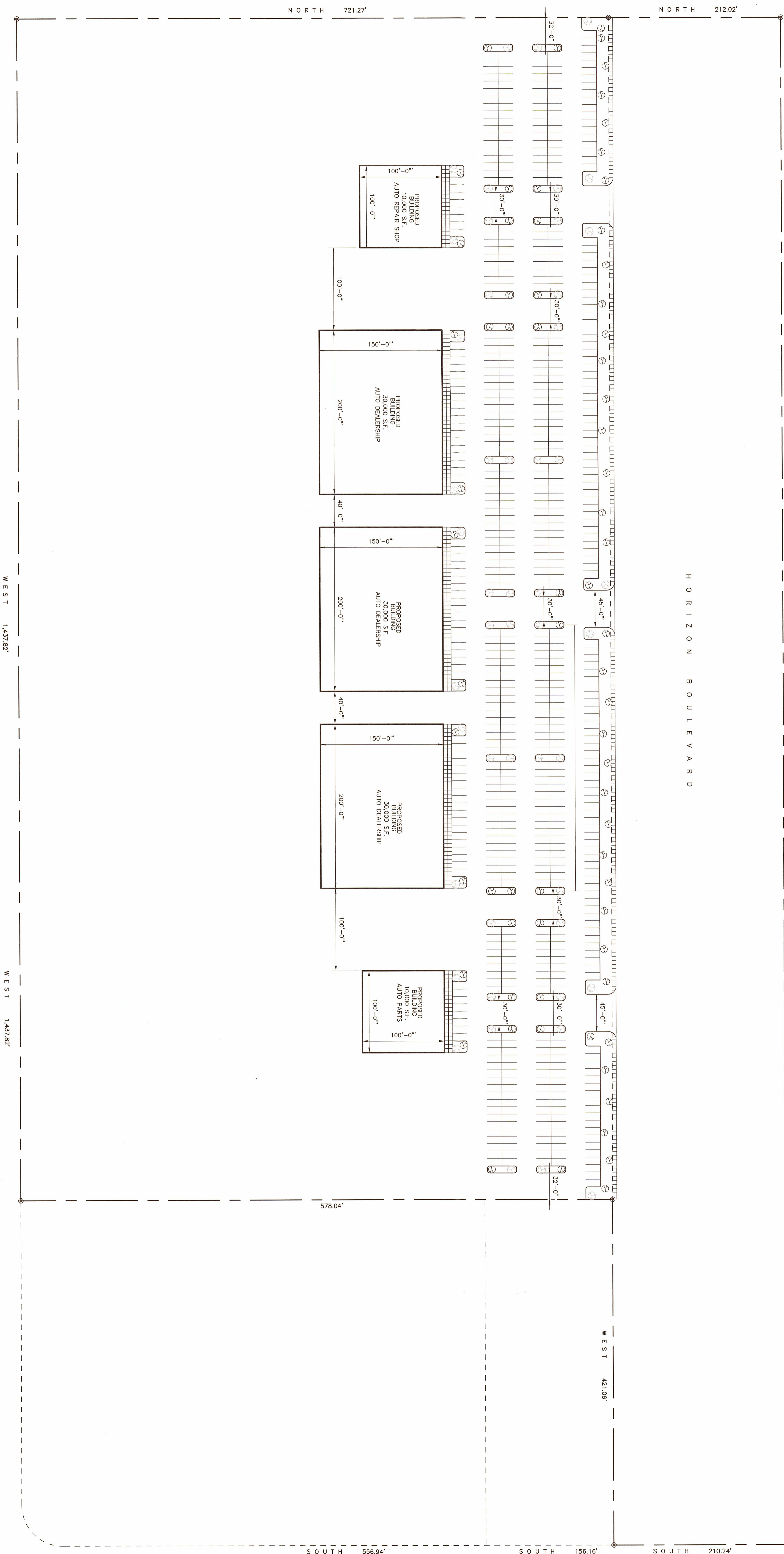
Please see reverse side for list of items required at time of submitting REZONING application.


Attachment 5: Conceptual Zoning Plan



Attachment 6: Survey Map






SITE PLAN
 SCALE: 1" = 30.0'
 LEGAL DESCRIPTION
 PART OF SECTION 12.48
 JACOBI KREIBER SURVEY NO. 293
 EL PASO COUNTY, TEXAS

SHEET TITLE A-1 SHT. 01 OF 01	SHEET TITLE SITE PLAN	PROJECT NAME NEW BUILDING FACILITY FOR FUTURE COMERCIAL BUILDINGS HORIZON, TEXAS.	OWNER X X X X X	PROJECT ARCHITECT: PROJECT NUMBER: DRAWING BY: DATE: 04-13-23 FILE:	REVISIONS >>>>>>>>>>>>
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**TOWN OF HORIZON CITY
MEMORANDUM**

Date: August 8, 2023
To: Honorable Mayor and Members of City Council
From: Art Rubio, Planner
SUBJECT: **2nd Reading of Ordinance No. _____**, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning four tracts from R-2 (Single-Family Dwelling) to C-2 (Heavy Commercial); containing approximately 5.8326 acres; Being tracts 1, 10-c, 10-d-1 and 12, Section 32, Block 78, Township 3, Texas and Pacific Railway Company survey, El Paso County, Town of Horizon City, Texas; North of Horizon Blvd. and East Eastlake Blvd.; and authorizing the notation of the change on the official zoning map of the town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

On June 19, 2023, the Planning and Zoning Commission voted unanimously to recommend that the City Council approve the rezoning of the subject properties from a R-2 (Single-Family Dwelling) zone to a C-2 (Heavy Commercial) zone district.

The applicant's request is to rezone the property to a C-2 (Heavy Commercial) zone district to allow for an RO Treatment Plant. Staff recommendation to the Planning and Zoning Commission was approval of a C-2 zone for all four tracts of land due to the necessity of expanding the treatment plant to serve the Town of Horizon City.

The Comprehensive plan designates this area for commercial, staff believes that the development of this area, as proposed, will provide expanded water services to the city.

The applicant is aware that the property is in tract survey and a platting determination is recommended to determine if the property meets any platting exemptions.

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

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A ZONING CHANGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF HORIZON CITY, TEXAS; REZONING FOUR TRACTS FROM R-2 (SINGLE-FAMILY DWELLING) TO C-2 (HEAVY COMMERCIAL); CONTAINING APPROXIMATELY 5.8326 ACRES; BEING TRACTS 1, 10-C, 10-D-1 AND 12, SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, EL PASO COUNTY, HORIZON CITY TEXAS; NORTH OF HORIZON BLVD. AND EAST EASTLAKE BLVD.; AND AUTHORIZING THE NOTATION OF THE CHANGE ON THE OFFICIAL ZONING MAP OF THE TOWN; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; AND PROPER NOTICE AND HEARING.

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

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

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

WHEREAS, the Planning and Zoning Commission has recommended that the zoning on the parcel of property be rezoned to C-2 (Heavy Commercial) Zone District; and

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

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

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

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

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

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the Town has general authority to adopt an ordinance or police regulation 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, pursuant to Texas Local Government Code Chapter 211, the Town is authorized to promulgate and enforce zoning regulations; and

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

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

I. REZONING

The zoning be changed from R-2 (Single-Family Dwelling) to C-2 (Heavy Commercial) Zone District within the meaning of the Zoning Ordinance contained in Chapter 14 on the Horizon City Municipal Code, for approximately 5.8326 acres, more or less, and legally described by Metes and Bounds Description, Exhibit "A" attached hereto and by reference included herein.

II. ZONING MAP

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

III. FINDINGS OF FACT

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

IV. REPEALER

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

V. SEVERABILITY

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

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

VI. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ___ day of _____, 2023, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the Town Council of Horizon City, Texas.

Town of Horizon City

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth, City Attorney

First Reading: 07/11/2023
Second Reading: 08/08/2023

STATE OF TEXAS
COUNTY OF EL PASO

EXHIBIT "A"

5.839 ACRES SITUATED IN
SECTION 32, BLOCK 78,
TOWNSHIP 3, T&P RW CO.
IN EL PASO COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 5.839 ACRE TRACT OF LAND, SITUATED IN SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, EL PASO COUNTY TEXAS, BEING ALL OF THE 1.3258 ACRE TRACT OF LAND CONVEYED TO EL PASO COUNTY WATER AUTHORITY IN A WARRANTY DEED DATED JANUARY 24, 2000, RECORDED IN DOCUMENT NO. 20000008153, IN THE OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, BEING ALSO ALL OF THE 0.918 ACRE TRACT OF LAND CONVEYED TO EL PASO COUNTY WATER AUTHORITY IN A WARRANTY DEED DATED MAY 2, 1972, RECORDED IN VOLUME 389, PAGE 1764, IN THE OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, BEING ALSO ALL OF THE 0.5165 ACRE TRACT OF LAND CONVEYED TO EL PASO COUNTY WATER AUTHORITY IN A WARRANTY DEED DATED SEPTEMBER 18, 2001, RECORDED IN DOCUMENT NO. 20010079140, IN THE OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, AND BEING ALL OF THE 3.072 ACRE TRACT OF LAND CONVEYED TO HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT, IN A GENERAL WARRANTY DEED DATED MARCH 23, 2011, RECORDED IN DOCUMENT NO. 20110022780, IN THE OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, SAID 5.839 ACRE TRACT, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 5/8-inch iron rod found on the north line of Horizon Boulevard, a 300 foot wide right-of-way, being the southeast corner of said 1.3258 acre tract, being also the southwest corner of a 29.862 acre tract conveyed to Clint Independent School District, recorded in Document No. 20010000595, in the Official Public Records of El Paso County, Texas, and being the southeast corner of the herein described tract;

THENCE N 87°03'11" W, with the north line of said Horizon Boulevard, the south line of said 1.3258 acre tract and said 0.918 acre tract, being also the south line of said 0.5165 acre tract and the south line of said 3.072 acre tract for a distance of **539.88** feet to a 5/8 inch iron rod found on the north line of said Horizon Boulevard, being the southwest corner of said 3.072 acre tract, being also the southeast corner of a 4.5374 acre tract conveyed to Hunt Horizon Crossing 2, L.P., recording information not available at the time of survey, for the southwest corner of the herein described tract;

ZWA- JOB NO.
2028-59

Page 1 of 5

5.839 Acre Tract

THENCE, N 03°00'09" E, departing the north line of said Horizon Boulevard, with the east line of said 4.5374 acre tract and the west line of said 3.072 acre tract, for a distance of **483.13** feet to a 5/8 inch iron rod found at an ell corner of said 4.5374 acre tract, being also the northwest corner of said 3.072 acre tract and being the northwest corner of the herein described tract;

THENCE, S 86°58'35" E, for a distance of **429.74** feet to a nail found on the most easterly southeast corner of said 4.5374 acre tract, being also the northeast corner of said 3.072 acre tract, being also the west line of said 29.862 acre tract and being the northeast corner of the herein described tract;

THENCE, with the west line of said 29.862 acre tract, the east line of said 3.072 acre tract and the north and east line of said 1.3258 acre tract, the following three (3) courses and distances:

1. **S 02°32'17" W**, for a distance of **56.93** feet to a 5/8 inch iron rod found for an angle point;
2. **S 87°00'22" E**, for a distance of **109.60** feet to a 5/8 inch iron rod with cap stamped "ZWA" set for an interior corner of the herein described tract, and being the northeast corner of said 1.3258 acre tract;
3. **S 02°59'29" W**, for a distance of **425.54** feet to the **POINT OF BEGINNING** and containing 5.839 acres of land.

BEARING BASIS

THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. THESE COORDINATES WERE ESTABLISHED FROM REFERENCE POINT TX04 A, HAVING VALUES 31°43'10.98688"(N), 106°14'29.61456"(W) AND TX04 B HAVING VALUES 31°43'10.70856"(N), 106°14'48.54509"(W) WITH A CONVERGENCE ANGLE OF (-)03°36'00" AND A COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

SURVEYORS NOTE


THE CONSTRUCTION/LOCATION OF SURVEY BOUNDARIES AND CORNERS, WAS BASED UPON THE PRESCRIBED, ACCEPTED METHOD OF USING THE ORIGINAL OR PERPETUATED CORNER MONUMENTS FOUND AT THE NORTHWEST CORNER OF SECTION NO. 42, BLOCK 78, TOWNSHIP 3, (2-IN IRON PIPE FOUND) AND THE NORTHWEST CORNER OF SECTION NO. 18, BLOCK 80, TOWNSHIP 2, (BRASS ARMY DISK ON CONCRETE MONUMENT RECOGNIZED AS THE SURVEY CORNER) AS A BASELINE RUNNING DIAGONALLY (N 42°38'01" W, 32,405.40 VARAS ~ 90,014.99 FEET) ACROSS THE SURVEYS AS RUN BY PAUL MCCOMBS IN 1883; THE NORTH-SOUTH AND EAST-WEST SURVEY LINES ARE ORIENTED 45-DEGREES OFF THIS BASELINE AND RUN FROM FOUND, ACCEPTED SURVEY CORNER MONUMENTS ALONG OR NEAR THE BASELINE, OR FROM PRORATED SURVEY CORNER POSITIONS ALONG THE BASELINE AT MISSING CORNERS.

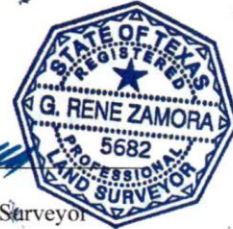
THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HAYS §

That I, G. Rene Zamora, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during March, 2023 under my direction and supervision.

WITNESS MY HAND AND SEAL at Buda, Hays County, Texas this the 22nd day of March 2023, A.D.

Zamora, LLC
1510 Zaragoza Road, Suite B-8
El Paso, Texas 79936

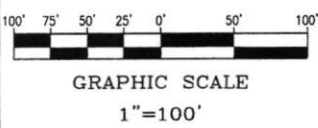
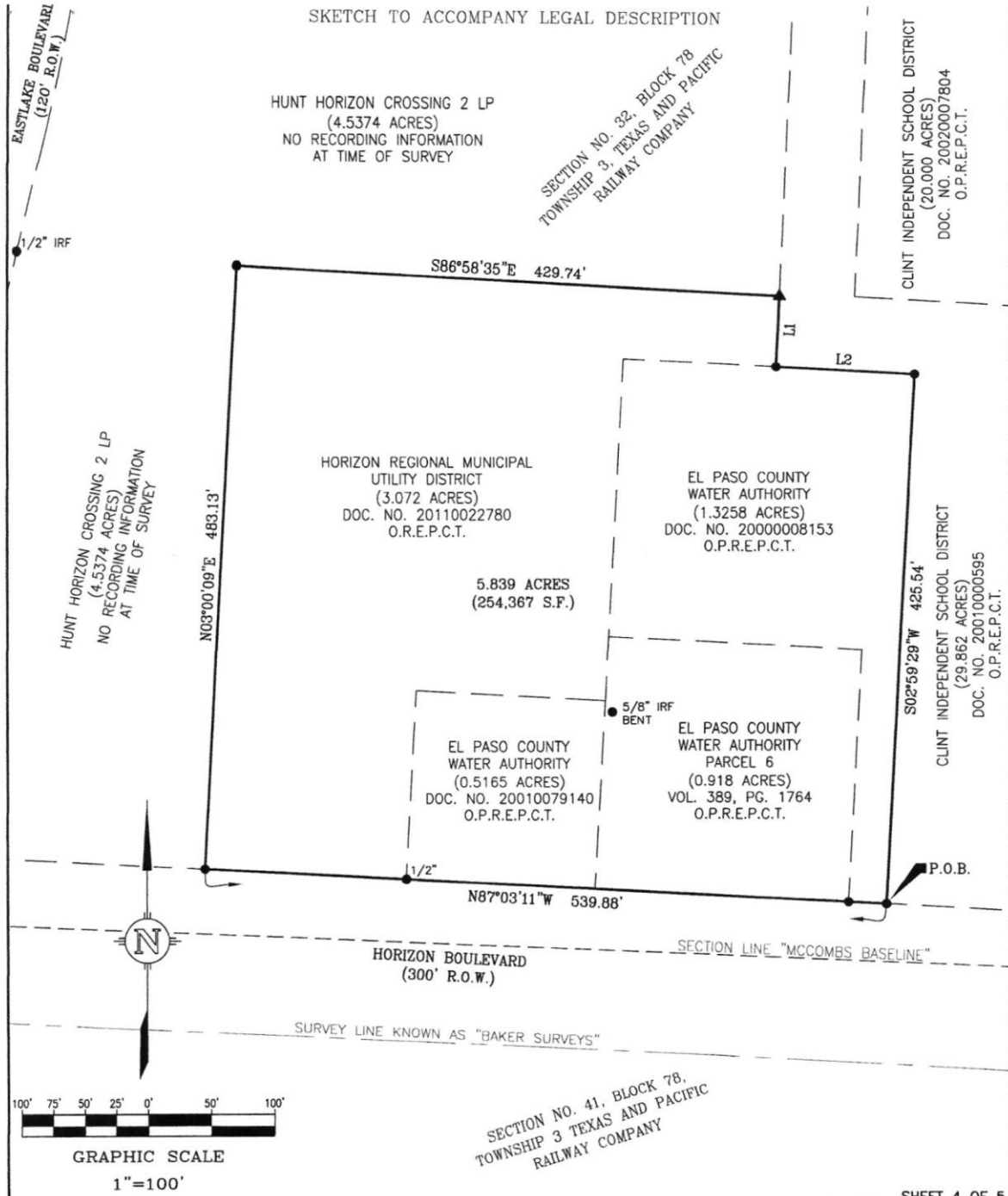

G. Rene Zamora
Registered Professional Land Surveyor
No. 5682 – State of Texas



REFERENCES

SKETCH: 2028-59-BASE.dwg

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



<p>LOCATIONS</p>	<p>ZWA Zamora, L.L.C. Texas Firm No. 10062700 Professional Land Surveyors 1910 N. Zaragoza Road, Suite B-8, El Paso Texas 79906 Tel (915) 855-9008 • Fax (915) 855-9012</p>	<p>PROJECT: BOOSTER PUMP 5.839 ACRES</p>	<p>EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF 5.839 ACRE TRACT OF LAND SITUATED IN SECTION 32, BLOCK 78, TOWNSHIP 3, OF THE TEXAS & PACIFIC RAILWAY COMPANY SURVEY, EL PASO COUNTY, TEXAS.</p>
		<p>JOB NUMBER: 2028-59 DATE: MARCH 2023 SCALE: 1" = 100' SURVEYOR: ZAMORA TECHNICIAN: DMC DRAWING: 2028-59-BASE.dwg FIELDNOTES: PARTYCHIEF: FIELDBOOKS:</p>	



TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: RZ-002523-2023

Application Type: **Rezoning**
P&Z Hearing Date: April 17, 2023: *Postponed to June 19, 2023*
Staff Contact: Art Rubio, Planner
 915-852-1046 ext. 407; arubio@horizoncity.org

Address/Location: North of Horizon Blvd. and west of Rifton Dr.
Legal Description: Tracts 1, 10-C, 10-D-1 and 12, Section 32, Block 78, Township 3, Texas and Pacific Railway Company Survey, El Paso County, Horizon City Texas

Property Owner: Horizon Regional Municipal Utility District
Applicant: TRE & Associates, LLC
Nearest Park: Golden Eagle Park
Nearest School: Carroll T. Welch Elementary School

SURROUNDING PROPERTIES:

	Zoning	Land Use
N	R-2 (Single-Family Dwelling)	Vacant
E	R-2 (Single-Family Dwelling)	Horizon High School
S	R-2 (Single-Family Dwelling)	Vacant
W	R-2 (Single-Family Dwelling)	Vacant

LAND USE AND ZONING:

	Existing	Proposed
Land Use	RO Treatment Facility	RO Treatment Facility
Zoning	R-2 (Single-Family Dwelling)	C-2 (Heavy Commercial)

Application Description:

The applicant is requesting to rezone approximately 5.8326 acres of land that is currently used as a Reverse Osmosis (RO) treatment plant for the Horizon Regional Municipal Utility District (HRMUD) which includes an existing warehouse. The subject property is currently zoned R-2 (Residential) and is proposed to be rezoned as C-2 (Heavy Commercial) to ensure that the property is in compliance with the Municipal Code as the HRMUD is proposing to construct new structures on the site.

Notice:

In accordance with Section 211.007 of the Texas Local Government Code, notices of the April 17, 2023, and May 15, 2023, public hearings for the rezoning request were sent to those property owners within 200 feet of the subject property on April 2, 2023 and on April 24, 2023, then posted in the El Paso Times Newspaper on the same dates. In addition, the applicant is required to erect signs notifying the public of the proposed rezoning on the site proposed for rezoning fifteen (15) days prior to the Planning and Zoning Commission public hearing. Staff has confirmed that the sign has been up 15 days prior to the P&Z public hearing.

Shaping Our Horizon:2030 A Comprehensive and Strategic Plan – Future Land Use Map Designation:

Horizon City Shaping Our Horizon:2030 Comprehensive and Strategic Plan designates this property as Commercial.

Options available to the Planning and Zoning Commission:

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

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

Staff Recommendation:

Staff recommends **APPROVAL** of the zone change from R-2 to C-2 in support of an RO Treatment Plant. The subject property is located adjacent to two major roadways and the use has existed prior to the adoption of the zoning code; however, the applicant is expanding and is now required to rezone.

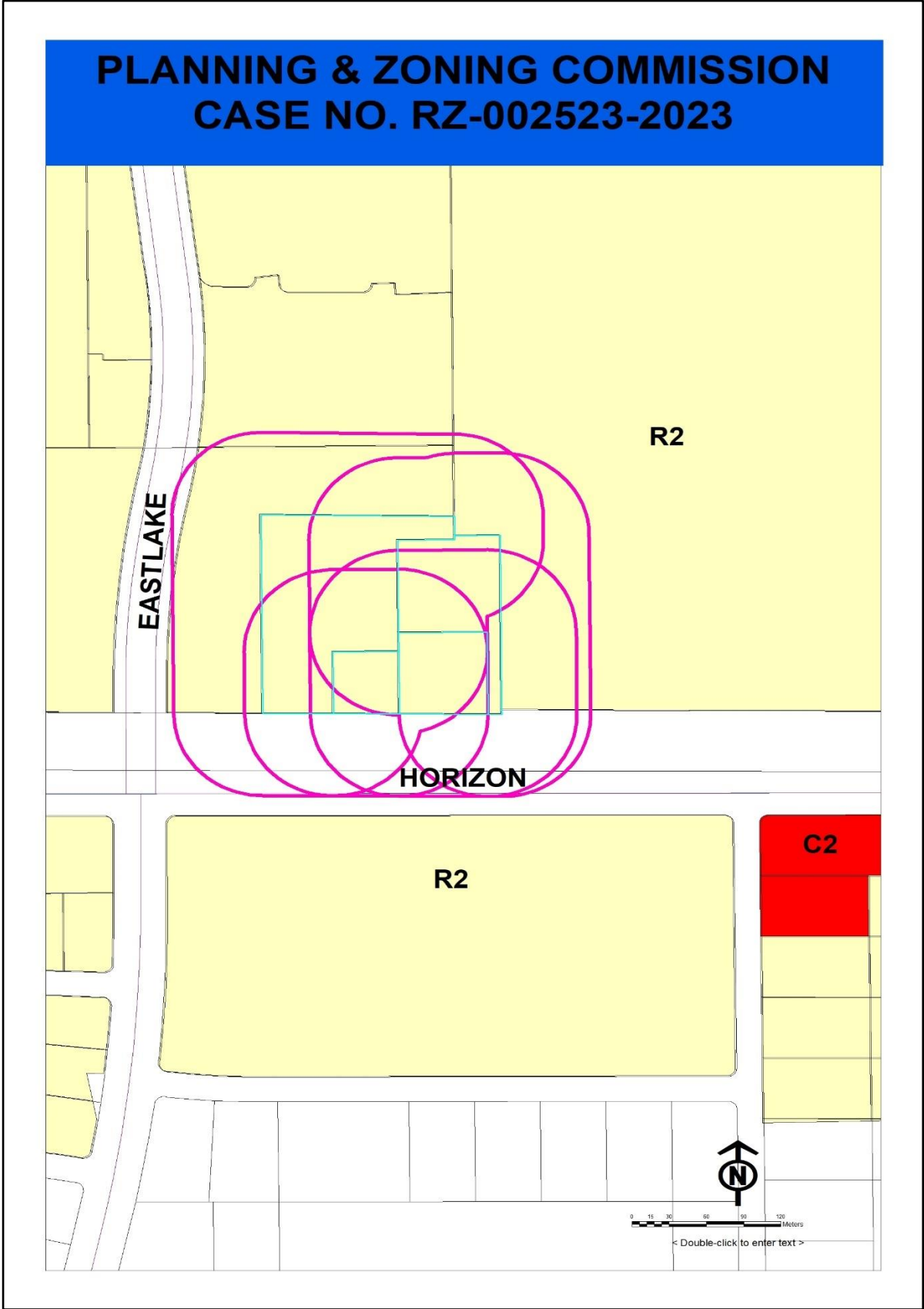
Planning Division Comments:

In order to determine if the subject property is required to be platted, the applicant should submit an application for a Land Development Exemption Determination.

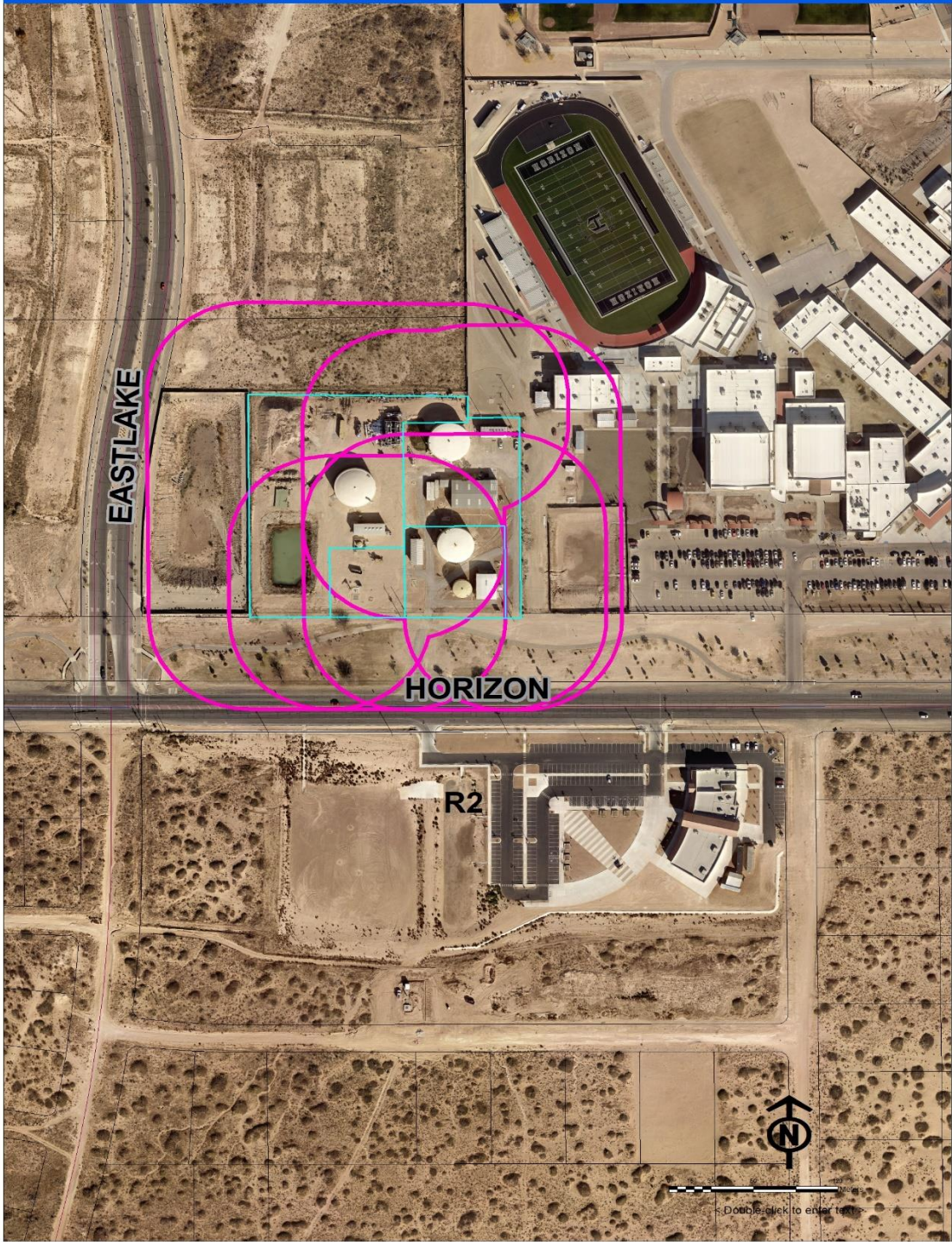
Attachments:

- 1 - Zoning Designation Map
- 2 – Aerial Map
- 3 - Future Land Use Map (Comp Plan)
- 4 – Application
- 5 – Electric Utility Site Plan
- 6 – Survey Map

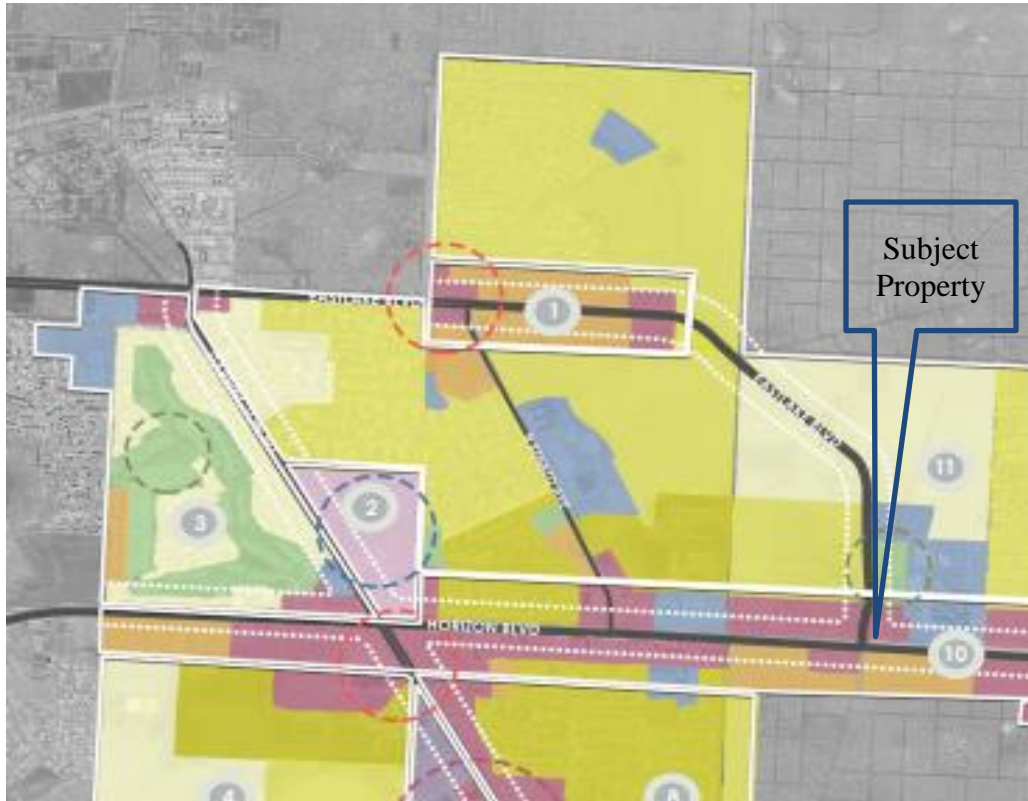
Attachment 1: Zoning Designation



**PLANNING & ZONING COMMISSION
CASE NO. RZ-002523-2023**



Attachment 3: Future Land Use Map



LEGEND

- | | |
|--------------------------------|----------------|
| LAND USE DESIGNATIONS | CENTERS |
| Low Density - Single Family | Civic |
| Medium Density - Single Family | Recreation |
| High Density - Single Family | Market |
| Multi-Family | Employment |
| Mixed Use | |
| Commercial | |
| Industrial | |
| Public | |
| Parks and Open Space | |
| Districts | |
| Corridors | |

Attachment 4: Application

RZ-002523-2023



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

REZONE APPLICATION

1. Owner of Record: Horizon Regional Municipal Utility District
14100 Horizon Blvd., Horizon City, TX 79928
(ADDRESS) (ZIP) (PHONE) (EMAIL)

2. Applicant: TRE & Associates, LLC Is applicant also the Owner? Yes No
 Contact Person: Karen Barraza

110 Mesa Park Dr. Ste. 200 El Paso, TX. 79912 (915)852-9093 kbarraza@tr-eng.com
(ADDRESS) (ZIP) (PHONE) (EMAIL)

3. PARCEL ONE
 Site Address/Location: Northeastern corner of Eastlake Blvd. & Horizon Blvd. (All four parcels)
 Legal Description: _____
(Lot) (Block) (Subdivision Name)

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

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

4. Briefly explain why you request to rezone? RO Treatment Plant

5. Land's Presents Use: RO Treatment Plant Zone R-2
 Land Vacant Lot size _____ Structure Structure's size _____ Last known date the structure was occupied? _____

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

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

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

Gordon Jarvis
(OWNER'S PRINTED NAME)
Karen Barraza
(APPLICANT'S PRINTED NAME)

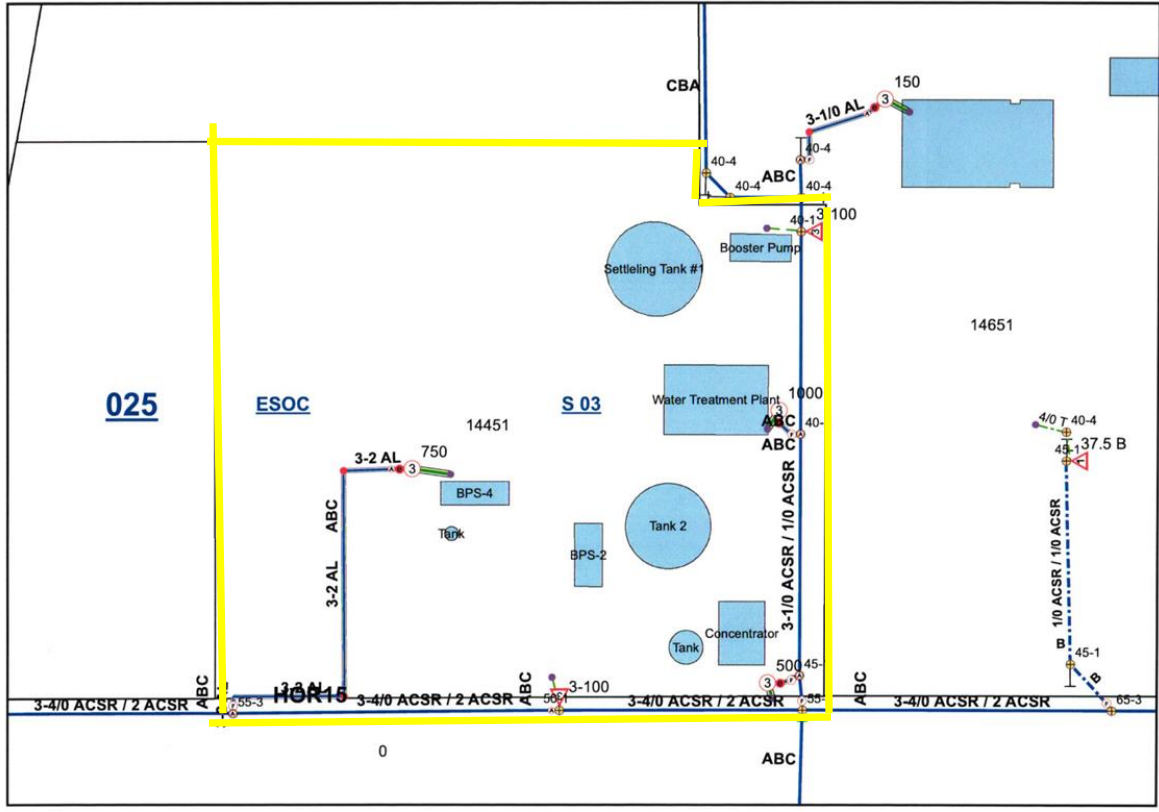
FEE SCHEDULE: (NON-REFUNDABLE)

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

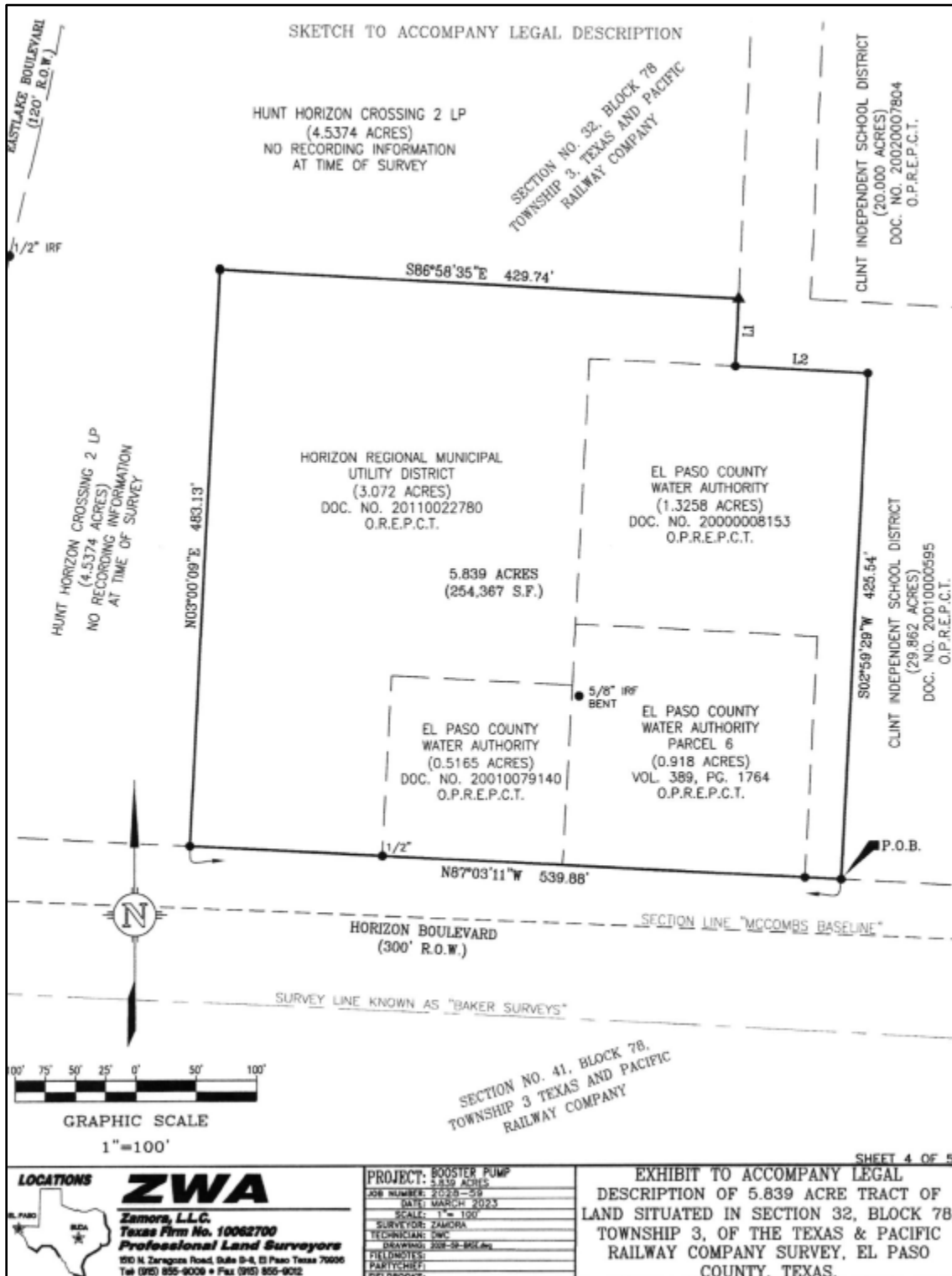
Application & Submittals Due Date: _____
 P&Z Scheduled Mtg. Date: _____
 City Council Scheduled Date: _____
 Application Received By: _____
 Date Application Rec'd: _____

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

Attachment 5: Electric Utility Site Plan

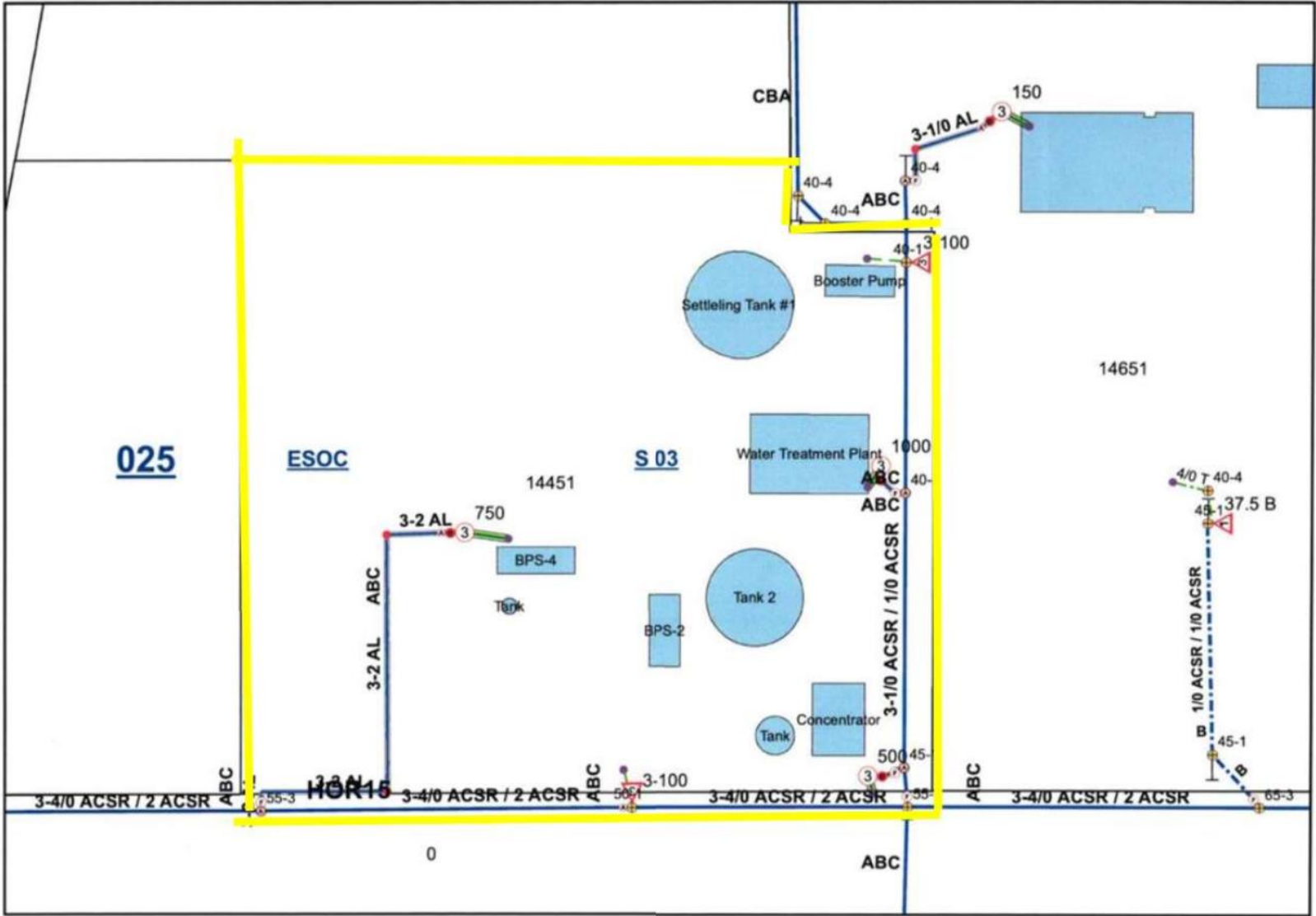


Attachment 6: Survey Map



EP Electric Utility Site Plan

Eastlake Blvd.



Horizon Blvd.



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: August 8, 2023
To: Honorable Mayor and Members of City Council
From: Art Rubio, Planner
SUBJECT: **2nd Reading of Ordinance No. _____**, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; rezoning four tracts from R-PD (Residential-Planned Development) to A-1 (Apartments); containing approximately 17.8630 acres; Being Lot 1, Block 4, Tuscan Village Replat A Subdivision, El Paso County, Town of Horizon City, Texas; South of Eastlake Blvd. and west of Kenazo Ave; and authorizing the notation of the change on the official zoning map of the town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

On June 19, 2023, the Planning and Zoning Commission voted to recommend that the City Council approve the rezoning of the subject properties from a R-PD (Residential-Planned Development) to A-1 (Apartments) zone district.

The applicant's request is to rezone the property to A-1 zone district to allow for a 357-unit multi-family complex. Staff recommendation to the Planning and Zoning Commission was approval of A-1 zone district for all 17.8630-acres to provide additional multi-family stock needed in Horizon City.

The Comprehensive plan designates this area for multi-family development. The Plan also states that there is a demand for a variety of housing types, beyond detached single-family housing, to include apartment units (Page 74). Staff believes that the property has the appropriate size and location to accommodate the proposed development with two major arterials fronting the development and existing commercial development to the north and proposed commercial to the east of the development making it a good transition to the single-family development to the east and south of the development. Any proposed apartment units above two floors require a setback of 100' ft. which the applicant satisfies.

Based on the proposed change in zoning and the addition of multi-family dwelling units, the following is the required parkland dedication and fees: 107 units over 250 at \$240.00 per unit = \$25,680 in park fees and 1 acre of parkland dedication over 250 units and ½ acre for every 75 units = 1.5 acres of parkland dedication as it was not addressed during the platting stage as it was platted as a single lot at the time.

Staff received one e-mail in opposition citing preference for single-family development and one person that attended the P&Z Commission public hearing citing safety, traffic, lack of school capacity and privacy concerns with the proposed 3 floor buildings.

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

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A ZONING CHANGE WITHIN THE MUNICIPAL LIMITS OF THE TOWN OF HORIZON CITY, TEXAS; REZONING ONE PARCEL FROM R-PD (RESIDENTIAL-PLANNED DEVELOPMENT) TO A-1 (APARTMENTS); CONTAINING APPROXIMATELY 17. 8630 ACRES; BEING LOT 1, BLOCK 4, TUSCANY VILLAGE REPLAT "A" SUBDIVISION, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS; SOUTH OF EASTLAKE BLVD. AND WEST OF KENAZO AVE.; AND AUTHORIZING THE NOTATION OF THE CHANGE ON THE OFFICIAL ZONING MAP OF THE TOWN; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; REPEALER; SEVERABILITY; AND PROPER NOTICE AND HEARING.

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

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

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

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

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

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

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

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

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

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the Town has general authority to adopt an ordinance or police regulation 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, pursuant to Texas Local Government Code Chapter 211, the Town is authorized to promulgate and enforce zoning regulations; and

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

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

I. REZONING

The zoning be changed from R-PD (Residential-Planned Development) to A-1 (Apartments) zoning district within the meaning of the Zoning Ordinance contained in Chapter 14 on the Horizon City Municipal Code, for approximately 17.8630 acres, more or less, and legally described by Metes and Bounds Description, Exhibit "A" attached hereto and by reference included herein.

II. ZONING MAP

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

III. FINDINGS OF FACT

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

IV. REPEALER

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

V. SEVERABILITY

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

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

VI. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ___ day of _____, 2023, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the Town Council of Horizon City, Texas.

Town of Horizon City

By: _____
Andres Renteria, Mayor

ATTEST:

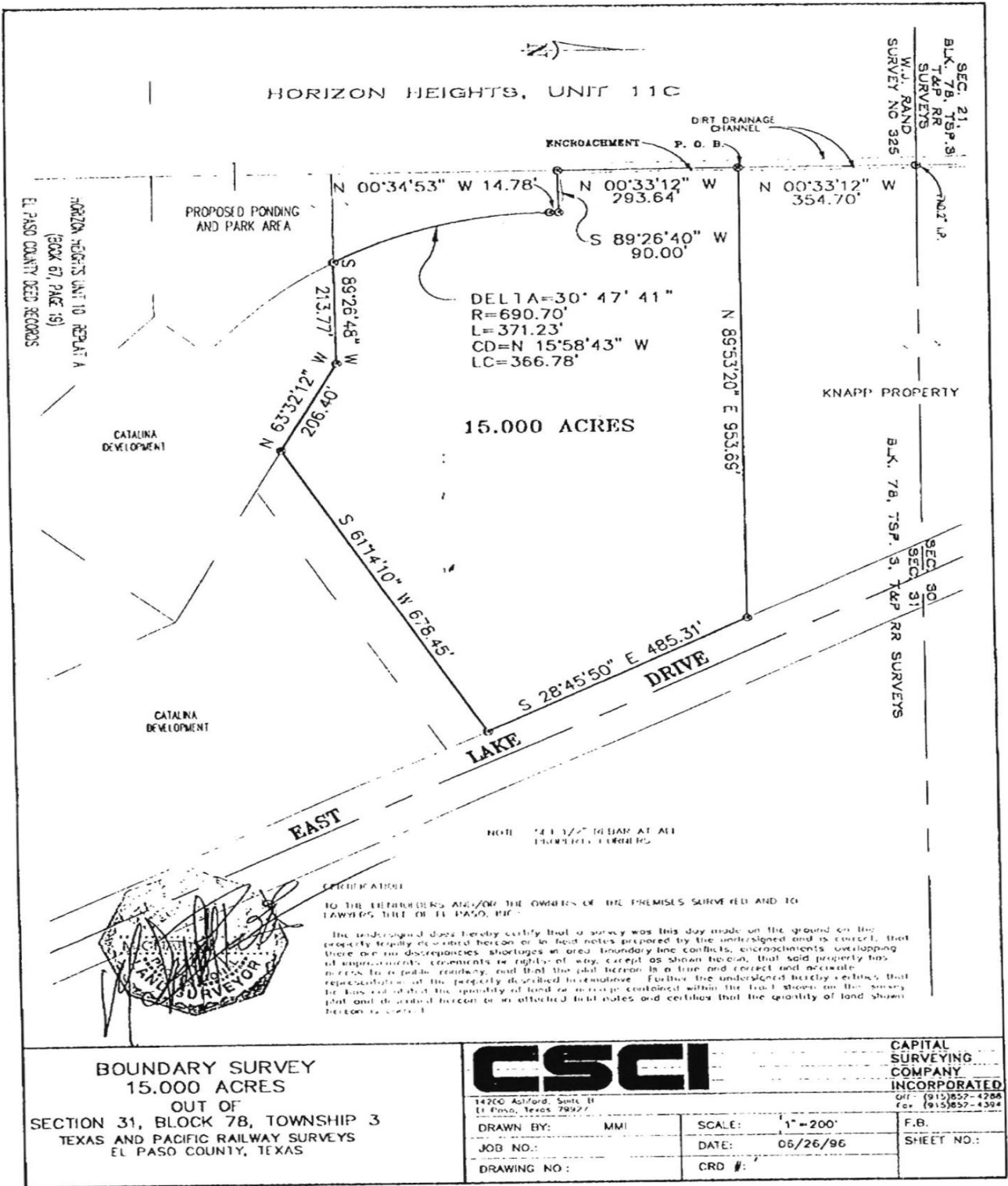
By: _____
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth, City Attorney

First Reading: 07/11/2023
Second Reading: 08/08/2023

Exhibit "A"





TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: RZ-002524-2023

Application Type: Rezoning

P&Z Hearing Date: April 17, 2023, May 15, 2023: *Postponed to June 19, 2023*

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

Address/Location: South of Eastlake Blvd. and west of Kenazo Ave.

Legal Description: Lot 1, Block 4, Tuscany Village Replat A Subdivision, El Paso County, Horizon City, Texas

Property Size: 17.8630 ±

Property Owner: HZ Ventures LLC Series D-Tuscany Venture/Pierre Hernandez
 President

Applicant: Yasser Haydar

Nearest Park: Horizon Mesa Park

Nearest School: Horizon Middle School

SURROUNDING PROPERTIES:

	Zoning	Land Use
N	C-1 (General Commercial)	Retail
E	C-2 (Heavy Commercial)	Vacant
S	R-4 (Single-Family Dwelling)	Single-Family Dwellings
W	R-4 (Single-Family Dwelling)	Single-Family Dwellings






LAND USE AND ZONING:

	Existing	Proposed
Land Use	Vacant	Multi-Family (Apartments)
Zoning	R-PD (Residential-Planned Development)	A-1 (Apartments)

Application Description:

The applicant is requesting to rezone an approximately 17.8630-acre parcel currently zoned R-PD (Residential-Planned Development) which only allows single-family dwellings to A-1 (Apartments) for a proposed 357 multi-family apartment complex. The proposed apartment complex density and height is included on the table below:

Proposed Density and Heights

Building Type	Number of Buildings	Units per Building	Total Units
 Club House	1		
 45' – 3 Stories	11	8	88
 35' – 3 Stories	35	6	210
 25' - 2 Stories	<u>15</u>	4	<u>60</u>
Total	62		358
Total Units allowed per A-1		357	
Rounded Unit Count		357	
Total Parking Required		715	
Total Parking Provided		715	
 Available Parkland			1.5+ acres

Cumulative Parkland Dedication:

Pursuant to §2.8 Parkland Dedication and Fees in Lieu: based on the proposed change in zoning and the addition of multi-family dwelling units, the following is the required parkland dedication and fees: 107 units over 250 at \$240.00 per unit = \$25,680 in park fees and 1 acre of parkland dedication over 250 units and ½ acre for every 75 units = 1.5 acres of parkland dedication.

Notice:

In accordance with Section 211.007 of the Texas Local Government Code, notices of the April 17, 2023, and May 15, 2023, public hearings for the rezoning request were sent to those property owners within 200 feet of the subject property on April 2, 2023, and on April 24, 2023, then posted in the El Paso Times Newspaper on the same dates. In addition, the applicant is required to erect signs notifying the public of the proposed rezoning on the site proposed for rezoning fifteen (15) days prior to the Planning and Zoning Commission public hearing. Staff has confirmed that the signposting requirements were met. Staff has received one e-mail in opposition to the rezoning request citing a preference for single-family development, opposition e-mail is attached.

Shaping Our Horizon:2030 A Comprehensive and Strategic Plan – Future Land Use Map Designation:

The Shaping Our Horizon:2030 Comprehensive and Strategic Plan designates this area as High-Density Multi- Family. Designation directly to the north of the subject property is Commercial development (Page 42). The Plan also states that there is a demand for a variety of housing types, beyond detached single-family housing, to include apartment units (Page 74).

Options available to the Planning and Zoning Commission:

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

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

Staff Recommendation:

The Comprehensive plan designates this area for High-Density Multi-Family development with a Commercial designation to the north. Staff believes that the development of this area will provide additional housing stock and an additional housing choice not currently as available. The multi-family development proposed will serve as a transition from the low to heavy commercial development proposed along Eastlake Boulevard to the existing single-family development to the south and west; staff recommends **APPROVAL** of the zone change from R-PD to A-1 as the request is compatible with the Future Land Use designation and surrounding uses.

Planning Department Comments:

1. Pursuant to Section 502.6.1 General. All buildings: Maximum height of thirty five (35) feet, not to exceed two and one half stories, except that three story buildings with heights of up to forty five (45) feet may be permitted, provided such buildings are not closer than one hundred (100) feet from a property zoned for single family residential use, and subject to the site plan review process as described in Section 502.6 [502.8].
2. Add addresses
3. Applicant has complied with the required Site Development Plan, Landscape Plan and Lighting Plan.

Public Works Department Comments:

No comments

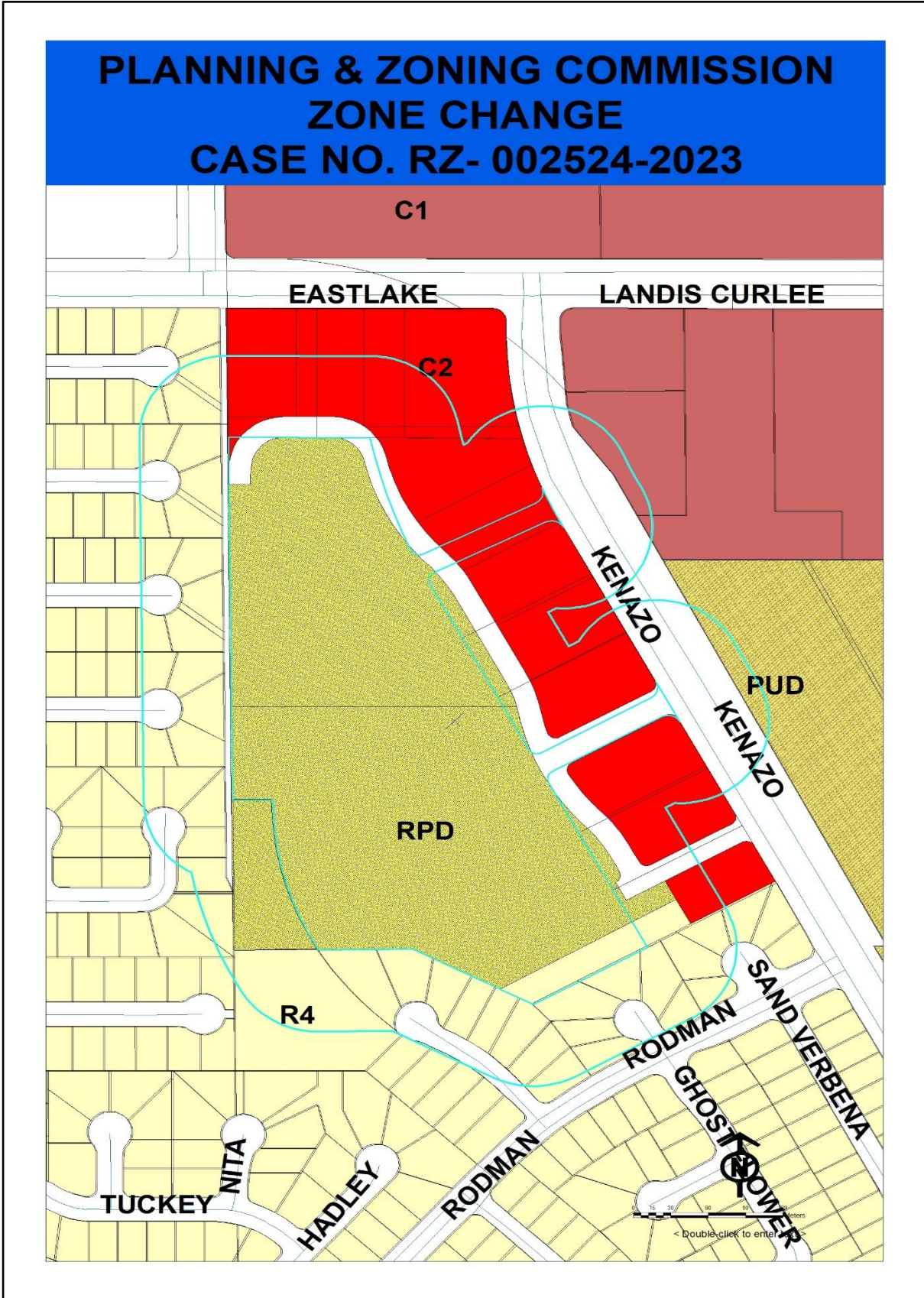
City Engineer Comments:

I do not have any comments on the overall concept. During design, we will need to pay particular attention to the number, location and orientation of dumpsters and site illumination to minimize light scatter from the on to the neighborhoods.

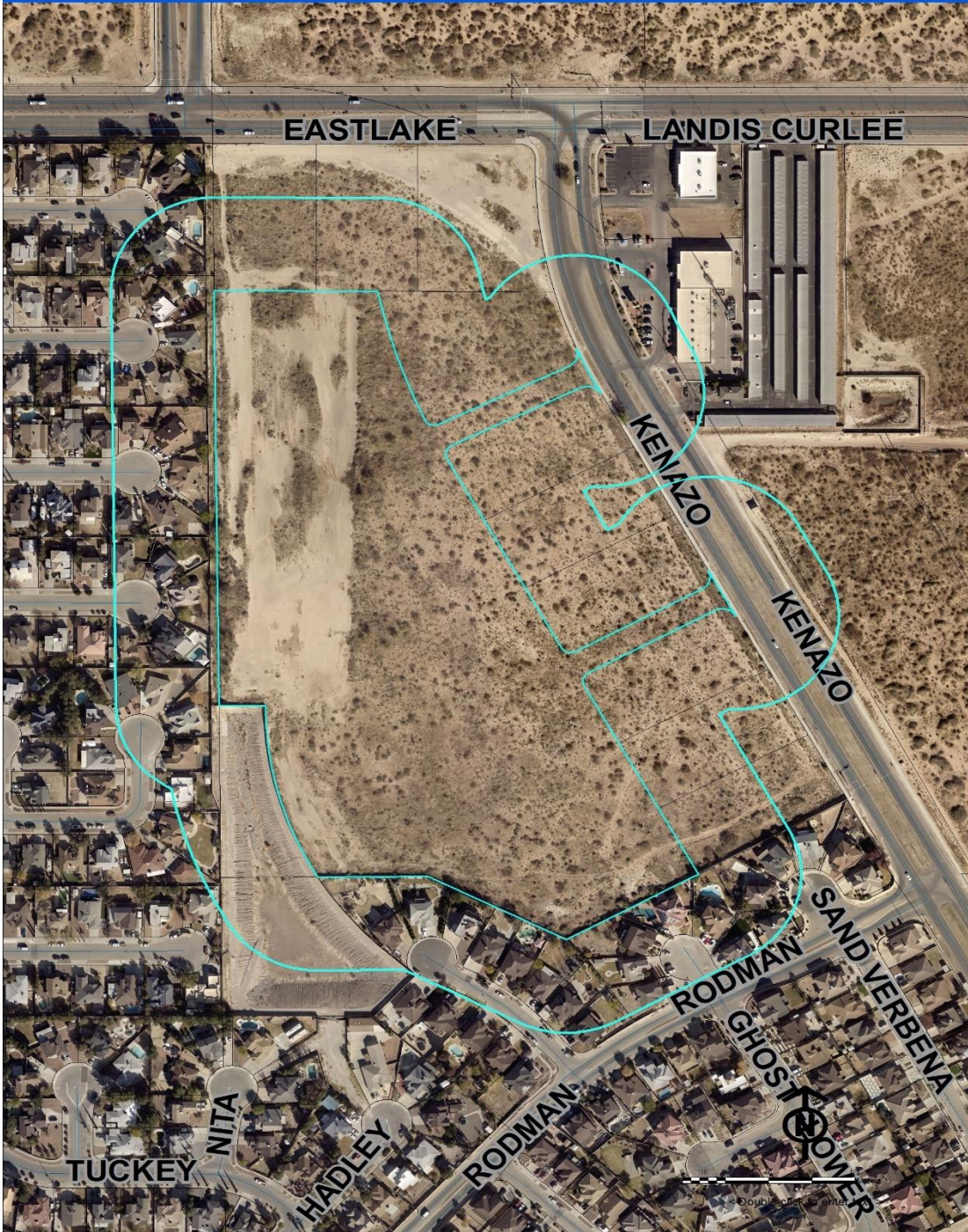
Attachments:

- 1 – Zoning Designation Map
- 2 – Aerial Map
- 3 – Future Land Use Map (Comp Plan)
- 4 – Application
- 5 – Opposition Letter
- 6 – Site Development Plan/Elevations
- 7 – Landscape Plan
- 8 – Lighting Study
- 9 – Pedestrian Circulation Plan

Attachment 1: Zoning Designation



**PLANNING & ZONING COMMISSION
ZONE CHANGE
CASE NO. RZ- 002524-2023**



Attachment 3: Future Land Use Map



LEGEND

LAND USE DESIGNATIONS	 Low Density - Single Family	GENERS	 Civic
	 Medium Density - Single Family		 Recreation
	 High Density - Single Family		 Market
	 Multi-Family		 Employment
	 Mixed Use		
	 Commercial		
	 Industrial		
	 Public		
	 Parks and Open Space		
	 Districts		
 Corridors			

Attachment 4: Application



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

RZ-002524-2023
REZONE APPLICATION

1. Owner of Record: HZ VENTURES LLC SERIES K, LTD.
421 FREDERICK RD. 79905 PIERRE@DRSELPASO.NET
 (ADDRESS) (ZIP) (PHONE) (EMAIL)

2. Applicant: KENAZO APARTMENTS SENIOR LLC Is applicant also the Owner? Yes No
 Contact Person: YASSER HAYDAR
2019 E. MISSOURI AV. 79903 915-740-2300 YASSER.HAYDAR@GMAIL.COM
 (ADDRESS) (ZIP) (PHONE) (EMAIL)

3. PARCEL ONE
 Site Address/Location: CORNER OF EAST LAKE & N. KENAZO
 Legal Description: 1 4 TUSCANY VILLAGE REPLIT A
 (Lot) (Block) (Subdivision Name)

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

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

4. Briefly explain why you request to rezone? Use of apartments not permitted in current zone.

5. Land's Present Use: vacant Zone: R-PD
 Land Vacant Lot size: 17.86 Structure Structure's size: _____ Last known date the structure was occupied? _____
 Land's Proposed Use: Build Apartments Proposed Zone Use: A-1
 Will you be making any improvements to the existing lot or structure? Yes No This request includes Site Development Plans for approval? Yes No

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

Applicant's Signature: [Signature]

6. Signatures:
[Signature] Norma Hernandez
 (OWNER'S SIGNATURE) (OWNER'S PRINTED NAME)
[Signature] YASSER HAYDAR
 (APPLICANT'S SIGNATURE) (APPLICANT'S PRINTED NAME)

FEE SCHEDULE: (NON-REFUNDABLE)

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

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

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

Attachment 5: Opposition Letter

From: Rudy Valdez <rudy.valdez@wacoisd.org>
Sent: Sunday, June 4, 2023 3:41 PM
To: Michelle Garcia <mgarcia@horizoncity.org>
Subject: Eastlake and Kenazo Ave.

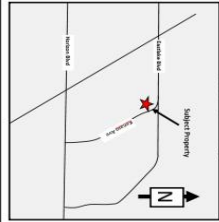
CAUTION: External email from outside our company. Use caution with attachments and links.?

Hi this is Mr. Valdez.I am opposed and changing the zoning from residential to commercial apartments.This is for the area at Kenazo Avenue and Eastlake.I would like more information if you may call me. At [REDACTED]:thankyou

Attachment 6: Site Development Plan

Distinctive Apartment Homes

Arranged as if the apartments are a neighborhood by utilizing traditional streetscapes arranged to be a tree shaded, pedestrian scaled environment.



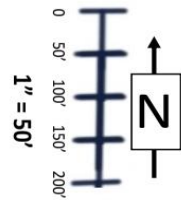
Building Type	Number of Buildings	Units per Building	Total Units
Club House	1	8	88
45' - 3 Stories	11	6	210
35' - 3 Stories	35	4	60
25' - 2 Stories	15	4	60
Total	62		358

Total Units allowed per A-1 Rounded Unit Count: 357
 Total Parking Required: 357
 Total Parking Provided: 715
 Available Parkland: 1.5+ acres

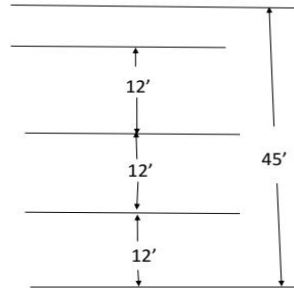


Lot 1, Block 4 Tuscany Park Village Replat A
 178,112 Square Feet
 17.8630 Acres

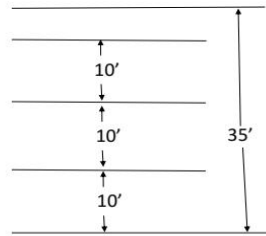
Scott Winton
 Real Estate Services
 4651 Forest Place
 El Paso, TX 79902
 915.837.0292



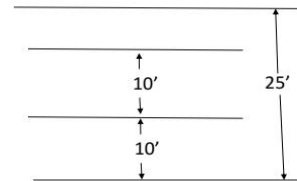
Building Elevations



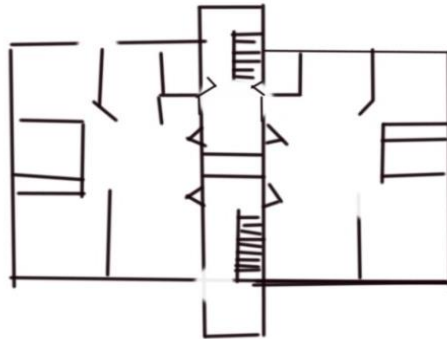
Typical 45' - 3 Story Building Elevation



Typical 35' - 3 Story Building Elevation



Typical 25' - 2 Story Building Elevation



Typical Building Footprint 45'X 60'

Outdoor storage closet per unit

Attachment 7: Landscape Plan

Landscape Plan

Landscaping Description.

Proposed landscaping consists of “desert” style with a mix of rocks and gravels as ground cover.

Shrubs and trees will be native specie capable of living with no artificial irrigation.

The drainage infrastructure will be designed to collect and hold rainwater, with conveyance considerations for higher volume storm events.

Limited sod will be provided where necessary for recreational activities.

The planted vegetation will be located along sidewalks and driving lanes to provide a shaded environment. Shrubs will be planted along the base of buildings to enhance the sense of the street scape.

Additional vegetation will be planted in various setbacks and open areas.



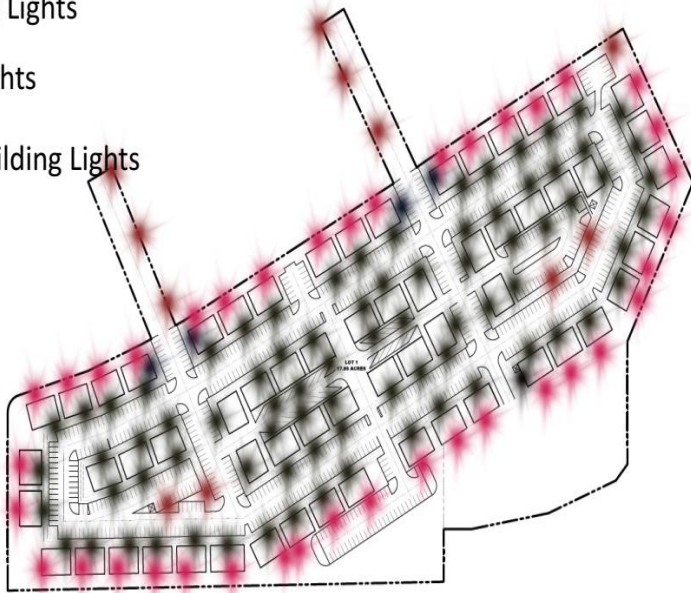
Scott Winton Real Estate Services
Brokerage Consulting Management Place making
6452 Toivoa Place
El Paso, TX 79932
scottwinton@sbcglobal.net
915-637-0787

Attachment 8: Lighting Study

Lighting Study

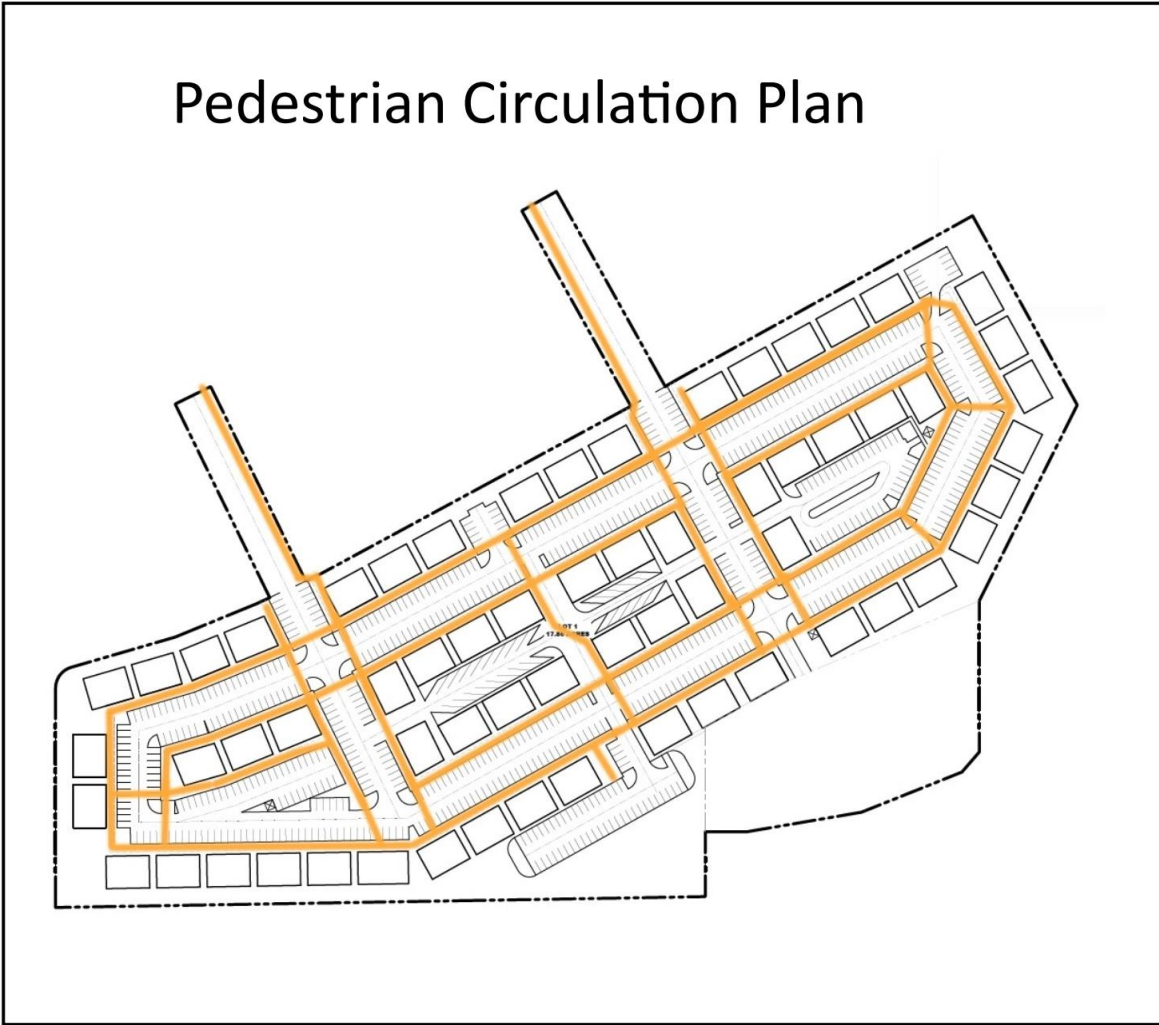
Site lighting will primarily be provided with building placed lighting. The lighting on the rear of buildings will be directed to provide security to the site while minimizing the impact on site residents and neighboring properties.

-  Building Lights
-  Pole Lights
-  Rear Building Lights



Attachement 9: Pedestrian Circulation Plan

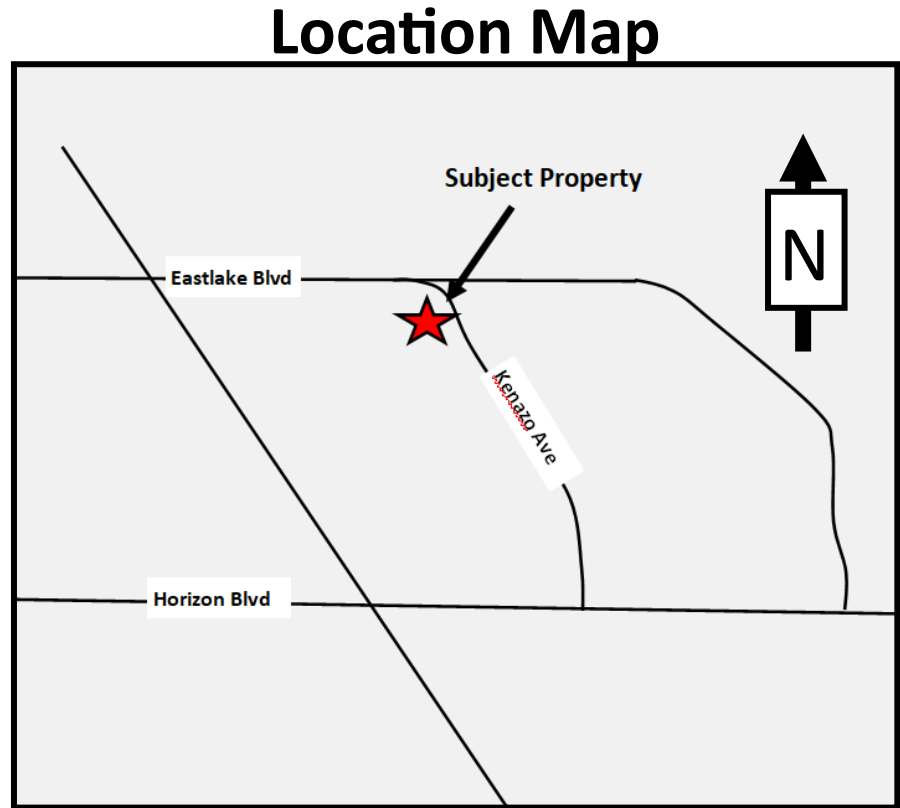
Pedestrian Circulation Plan



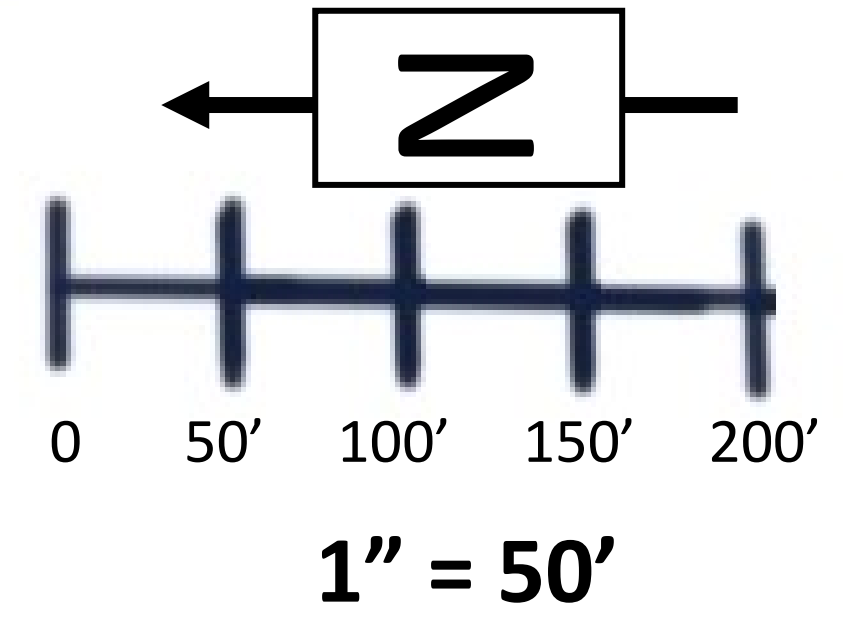
Distinctive Apartment Homes

Arranged as if the apartments are a neighborhood by utilizing traditional streetscapes arranged to be a tree shaded, pedestrian scaled environment.

Lot 1, Block 4 Tuscany Park Village Replat A
 178,112 Square Feet
 17.8630 Acres



Building Type	Number of Buildings	Units per Building	Total Units
Club House	1		
45' - 3 Stories	11	8	88
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25' - 2 Stories	15	4	60
Total	62		358
Total Units allowed per A-1		357	
Rounded Unit Count		357	
Total Parking Required		715	
Total Parking Provided		715	
Available Parkland		1.5+ acres	



ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE TOWN OF HORIZON CITY, TEXAS REPEALING ORDINANCE NO. 0038, DATED NOVEMBER 13, 2012, AND AMENDED ON DECEMBER 9, 2014, ESTABLISHING A CURFEW FOR MINORS; PROVIDING FOR FINDINGS OF FACT, SEVERABILITY; REPEALER; EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

WHEREAS, the City Council adopted regulations for curfew for minors, Ordinance No. 0038 on November 13, 2012; and

WHEREAS, the City Council amended Ordinance No. 0038 on December 9, 2014; and

WHEREAS, effective September 1, 2023, Texas Local Government Code Section 370.007 will prohibit a political subdivision from adopting or enforcing an ordinance that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age; and

WHEREAS, the City Council finds that the repeal of Ordinance No. 0038 is necessary to comply with new state legislative.

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

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City Council of Horizon City hereby repeals Ordinance No. 0038, establishing a curfew for minors,

Section 3. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 4. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the Town of Horizon City, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 5. Effective Date. This Ordinance shall take effect immediately after its final

passage and any publication in accordance with the requirements of the Town of Horizon City and the laws of the State of Texas.

Section 6. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND ADOPTED this _____ day of _____ 2023.

TOWN OF HORIZON CITY

APPROVED:

Andres Renteria, Mayor

ATTEST:

Elvia Schuller, TRMC
City Clerk

APPROVED AS TO FORM:

Marianella Joseph, Assistant City Attorney

First Reading:
Second Reading: