



**HORIZON CITY**

Incorporated 1988

**AGENDA  
PUBLIC MEETING  
REGULAR CITY COUNCIL MEETING  
THE TOWN OF HORIZON CITY, TEXAS  
Tuesday, January 16, 2024, 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, January 16, 2024 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:

**Video Recording:**

1-16-24 Regular City Council Meeting

Password: Horizon123

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

**CONSENT AGENDA**

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

3. **Approval of Minutes from:** **4**  
12/12/23 Regular City Council Meeting.
4. **Discussion and Action:**  
Mayor/Chief Planner  
On the reappointment of Crispin Melendez by the Mayor to the Planning and Zoning Commission.
5. **Discussion and Action:**  
Mayor/Chief Planner  
On the reappointment of Sean Jolley by the Mayor to the Planning and Zoning Commission.
6. **Discussion and Action:**  
Mayor/Chief Planner  
On the reappointment of Robert Avila by Alderman Padilla (Place 6) to the Planning and Zoning Commission.
7. **Discussion and Action:** **7**  
Mayor/EDC Executive Director  
On the appointment of Taniesha Chalmers to the Horizon City Economic Development Corporation Board of Directors.
8. **Discussion and Action:** **9**  
Mayor/Planning Director  
On a Resolution to correct clerical error in the interlocal agreement with El Paso Area Transportation Services LGC to increase the City's contribution from \$87,000.00 to \$87,800.00 and authorize the Mayor to sign correction documents.
9. **Request to Excuse Absent Council Members:**
10. **Approval of Consent Agenda Items:**  
**REGULAR AGENDA**
11. **Discussion and Action:** **10**

Mayor/CIP Manager	
On an update on the Capital Improvement Program.	
<b>12. Discussion and Action:</b>	<b>28</b>
Mayor/Planning Director	
To approve a Resolution to authorize the Mayor to sign a non-binding memorandum of understanding (MOU) with the City of El Paso to participate in the Leadership Steering Committee relating to the Environmental Protection Agency's (EPA) Climate Pollution Reduction Grant (CPRG) program.	
<b>13. Discussion and Action:</b>	<b>45</b>
Mayor/Planning Director	
Authorizing the Mayor to sign the Interlocal Agreement between the Town of Horizon City and the City of El Paso Office of Climate and Sustainability for Assistance and Cooperation in the Leadership Steering Committee for the Regional Climate Initiative; and that Michelle Garcia, the Town of Horizon City Planning Director, or her Designee be designated the Town of Horizon City's representative on the Leadership Steering Committee.	
<b>14. Discussion and Action:</b>	<b>54</b>
Mayor/Chief Planner	
On the <b>Final</b> Subdivision Plat application for <b>Rancho Desierto Bello Unit 14 (Case No. SDF23-0002)</b> , legally described as a Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 18.708 ± acres. Application submitted by TRE & Associates, LLC.	
<b>15. PUBLIC HEARING:</b>	
Mayor/Chief Planner	
<b>2nd Reading of Ordinance No. _____</b> , An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, El Paso County, Texas; rezoning one parcel from C-1 (General Commercial) to C-2 (Heavy Commercial); containing approximately 6.634 acres; Being Lot 1, Block 3, Kenazo Estates Unit Two, Town of Horizon City, El Paso County, Texas; South of Eastlake Blvd. and East of Kenazo 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.	
<b>16. Discussion and Action:</b>	<b>64</b>
Mayor/Chief Planner	
<b>2nd Reading of Ordinance No. _____</b> , An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, El Paso County, Texas; rezoning one parcel from C-1 (General Commercial) to C-2 (Heavy Commercial); containing approximately 6.634 acres; Being Lot 1, Block 3, Kenazo Estates Unit Two, Town of Horizon City, El Paso County, Texas; South of Eastlake Blvd. and East of Kenazo 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.	
<b>17. Discussion and Action:</b>	<b>78</b>
Mayor/CIP Manager	
That the Mayor be authorized to sign an Interlocal Local/Project Development Agreement with the Camino Real Regional Mobility Authority for development of the Transit Center Project, described in said Agreement.	
<b>18. Discussion and Action:</b>	<b>93</b>
Mayor/CIP Manager	
Regarding a Resolution accepting the real estate acquired by the Camino Real Regional Mobility Authority on behalf of the Town of Horizon City for the N. Darrington Road Reconstruction Project.	
<b>19. Discussion and Action:</b>	<b>99</b>
Mayor/EDC Executive Director	
On a Resolution authorizing the Executive Director of the Horizon Economic Development Corporation to sign a Website Services Agreement between the Town of Horizon City Type 4B Economic Development Corporation and Bright Sol Tech for the term of two years commencing on the effective date of the Agreement.	
<b>20. Executive Session</b>	
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:

Motion to Adjournment: \_\_\_\_\_ 2nd \_\_\_\_\_

Dated this Friday, 1/12/24

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, 1/12/24 by 5:00 p.m.

Agenda Removed: \_\_\_\_\_ Time \_\_\_\_\_ By \_\_\_\_\_

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

**MINUTES  
AGENDA  
PUBLIC MEETING  
REGULAR CITY COUNCIL MEETING  
THE TOWN OF HORIZON CITY, TEXAS  
Tuesday, December 12, 2023, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, December 12, 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 Scott Quiroz was absent. Quorum Established.

**2. Open Forum:**

No one signed up to speak.

**CONSENT AGENDA**

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

**3. Approval of Minutes from:**

11/14/23 Regular City Council Meeting.

**4. Discussion and Action:**

Mayor/CIP Manager

On an update on the Capital Improvement Program.

**5. Discussion and Action:**

Mayor

On the reappointment of Alderman Walter Miller to the El Paso Central Appraisal District Board of Directors for 2023-2024.

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

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

Councilwoman Randleel requested Item #4 be pulled from the consent and be heard under the Regular Agenda and remove the Capital Improvement Program update from Consent and into the Regular Agenda going forward.

A motion was made by Councilman Padilla and seconded by Councilwoman Urrutia to pull Item #4 from Consent and heard under the Regular Agenda and remove this item from consent and into the Regular agenda going forward, excuse Councilman Quiroz's absence and approve the remainder of the consent agenda. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Nay. Motion passed.

**REGULAR AGENDA**

**4. Discussion and Action:**

Mayor/CIP Manager

On an update on the Capital Improvement Program.

CIP Manager, Terry Quezada spoke regarding this item.

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

8. **Discussion:**

Mayor/Planner

**1st Reading of Ordinance No. \_\_\_\_\_**, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, El Paso County, Texas; rezoning one parcel from C-1 (General Commercial) to C-2 (Heavy Commercial); containing approximately 6.634 acres; Being Lot 1, Block 3, Kenazo Estates Unit Two, Town of Horizon City, El Paso County, Texas; South of Eastlake Blvd. and East of Kenazo 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.

Senior Planner, Art Rubio spoke regarding this item.

9. **Discussion and Action:**

Mayor/Planner

On the **Preliminary and Final** Subdivision Plat application for **Weaver & Kenazo (Case No. SUC23-0002)**, legally described as Tract 1-J-1, Section 43, Block 78, Township 3, Texas and Pacific Railway Co. Surveys, Town of Horizon City, El Paso County, Texas. Containing 9.984 ± acres. Application submitted by CIRE3 Architects.

Senior Planner, Art Rubio spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilman Mendoza to approve the **Preliminary and Final** Subdivision Plat application for **Weaver & Kenazo (Case No. SUC23-0002)**, legally described as Tract 1-J-1, Section 43, Block 78, Township 3, Texas and Pacific Railway Co. Surveys, Town of Horizon City, El Paso County, Texas. Containing 9.984 ± acres. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

**Items #10 and #11 were taken together.**

10. **Discussion and Action:**

Mayor/Planning Director

On a Resolution authorizing the Mayor to issue task orders through the Engineering Services Agreement between the Town of Horizon City and Huitt-Zollars for general engineering services in amounts not to exceed \$20,000.00 per task order.

11. **Discussion and Action:**

Mayor/Planning Director

On a Resolution authorizing the Mayor to issue a task order to Huitt-Zollars for surveying services related to the potential expansion of the City's extraterritorial jurisdiction in the amount of \$22,134.00.

Planning Director, Michelle Garcia spoke regarding items #10 and #11.

A motion was made by Councilman Padilla and seconded by Councilman Mendoza to approve the Resolution authorizing the Mayor to issue task orders through the Engineering Services Agreement between the Town of Horizon City and Huitt-Zollars for general engineering services in amounts not to exceed \$20,000.00 per task order and approve the Resolution authorizing the Mayor to issue a task order to Huitt-Zollars for surveying services related to the potential expansion of the City's extraterritorial jurisdiction in the amount of \$22,134.00. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

12. **Discussion and Action:**

Mayor/Planning Director

On a Resolution authorizing the Mayor to sign an Interlocal Public Service Transit and Contribution Agreement for Fiscal Year 2024 with the El Paso Area Transportation Services, LGC.

Planning Director, Michelle Garcia spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilman Mendoza to approve the Resolution authorizing the Mayor to sign an Interlocal Public Service Transit and Contribution Agreement for Fiscal Year 2024 with the El Paso Area Transportation Services, LGC. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

13. **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 Miller to adjourn at 6:41 PM.

Approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Attest:**

\_\_\_\_\_  
Elvia Schuller, City Clerk

\_\_\_\_\_  
Andres Renteria, Mayor

## MEMORANDUM

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

**Cc:** Veronica Rojas, Horizon City EDC Executive Assistant

**FROM:** Eddie Garcia, Horizon City EDC Executive Director

**DATE:** January 16, 2024

**RE:** Request for Consideration of Horizon City Economic Development Corporation Board Member Appointment: Taniesha Chalmers

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

Taniesha Chalmers is the founder and president of Codes on Canvas LLC, a comprehensive web development agency originally founded in New York City in 2018 and transferred to Horizon City in 2020. Ms. Chalmers earned her bachelor's degree in computer science from Brooklyn College and currently heads her company which provides services to include web development, web coding and marketing, aimed at making a meaningful impact on the local business landscape. Codes on Canvas LLC additionally collaborates with the US Army, via an impactful internship program while also extending their reach through partnerships with the University of Texas at El Paso (UTEP) and Florida Atlantic University (FAU).

The Economic Development Corporation recommends approval of the appointment of Ms. Taniesha Chalmers based on her noted professional qualifications and her fulfillment of the requirements for qualification as a member of the Horizon City Economic Development Corporation Board, described below, with a specific focus on qualification point number **one (1)**.

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

- 1. Shall possess experience in management or in an executive capacity.**
- 2. Shall have experience in the evaluation of financial and business records and projections.**

3. *Shall have experience in economic development matters.*
4. *Possess education, training, or experience useful to the corporation's purposes.*

In accordance with the bylaws governing the activities of the Horizon City Economic Development Corporation Board, Ms. Taniesha Chalmer's term shall last 2 years.

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**Eddie Garcia**  
*EDC Executive Director*

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**Date**

**RESOLUTION**

**WHEREAS**, the Town of Horizon City approved an Interlocal Agreement with the El Paso Area Transportation Services LGC (“EPATS ILA”) on December 12, 2023;

**WHEREAS**, there was a clerical error in the invoice attached to the proposed EPATS ILA stating the amount of the Town of Horizon City’s contribution would be \$87,000.00 when in fact the amount is \$87,800.00; and

**WHEREAS**, the City Council desires to correct the error;

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

That the City Council approves the amount of \$87, 800.00 as the City’s contribution to the EPATS ILA and authorizes the mayor to sign documents necessary to correct the error.

**TOWN OF HORIZON CITY**

**By:** \_\_\_\_\_  
Andres Renteria, Mayor

**ATTEST:**

**By:** \_\_\_\_\_  
Elvia Schuller, City Clerk

**APPROVED AS TO FORM:**

**By:** \_\_\_\_\_  
Sylvia Borunda Firth  
Assistant City Attorney

# Town of Horizon City Capital Improvement Program

January 16, 2024  
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
  - Some delays have affected sub-components of the project, but overall project on schedule

# Municipal Facilities Phase 1

- Schedule is to advertise in January 2024
- Bid award – Spring 2024

# Street Maintenance Fund

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# 2023-2024 Street Maintenance Program

- Design for street improvements ongoing
- Street work includes mill and overlay for
  - S. Kenazo
  - N. Kenazo, and
  - the north side of McMahan Ave
- Scheduled to advertise in January 2024

# Federally- & State-Funded Project Updates

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# 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 for this and other projects in the vicinity

# N. Darrington Reconstruction

- Town staff and TXDOT working on Utility Coordination
  - Texas Gas Service reimbursement for relocations on N. Darrington per franchise agreement is under review
  - Encroachment agreement on Texas Gas Service easement – Town staff and legal team finalizing agreement

# **N. Darrington Reconstruction – ROW Acquisition**

## **Transfers of deed from CRRMA to Horizon City for**

- 9 parcels purchased
- 1 parcel originally temporary construction easement (TCE) purchased as fee simple
- 1 parcel TCE – acquired

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## **Preparing for Commissioners hearings scheduled in January 2024 for 7 parcels**

- January 12, 2024
- January 18, 2024
- January 19, 2024

# **N. Darrington Reconstruction – ROW Acquisition**

## **Easements at Darrington and Pawling**

- Offer sent out for temporary construction easement
- Reduced area for permanent easement – revising survey and appraisal for smaller area

# Safety Projects

- **S. Darrington Safety Lighting** from Alberton to LTV Rd. – **FY 2023** - project awarded **March 2023**
- **Project start – mid-January 2024**

# ARPA Projects

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# ARPA Projects

- Transit Plaza Siting Project – scheduled for Council consideration later in this agenda.
- Evaluating procurement options for:
  - City Hall Build Out
  - Drainage Projects
- Determining scope of work for TTI work to support proposed transit routes and transit plaza projects

# TIRZ/TOD Update

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# Dilley, Delake and Transit Plaza

- Funding will be made available through HUD and Economic Development – pending final agreement
- Agreement with CRRMA for transit plaza siting on today's agenda for Council consideration.

# Dilley and Delake

- Requested federal functional classification as *collector street* for Delake
- Classification will make roadway eligible for future federal funding through the Federal Highway Administration (FHWA).

# Town of Horizon City Capital Improvement Program

January 16, 2024  
Council Meeting

**RESOLUTION**

That the Town of Horizon City authorizes the Mayor to sign the Interlocal Agreement between the Town of Horizon City and the City of El Paso Office of Climate and Sustainability for Assistance and Cooperation in the Leadership Steering Committee for the Regional Climate Initiative; and

That Michelle Garcia, the Town of Horizon City Planning Director, or her Designee be designated the Town of Horizon City’s representative on the Leadership Steering Committee.

**Passed and approved** on January\_\_\_\_, 2024.

**TOWN OF HORIZON CITY**

**By:** \_\_\_\_\_  
**Andres Renteria, Mayor**

**ATTEST:**

**By:** \_\_\_\_\_  
**Elvia Schuller, City Clerk**

**APPROVED AS TO FORM:**

**By:** \_\_\_\_\_  
**Sylvia Borunda Firth**  
**Assistant City Attorney**

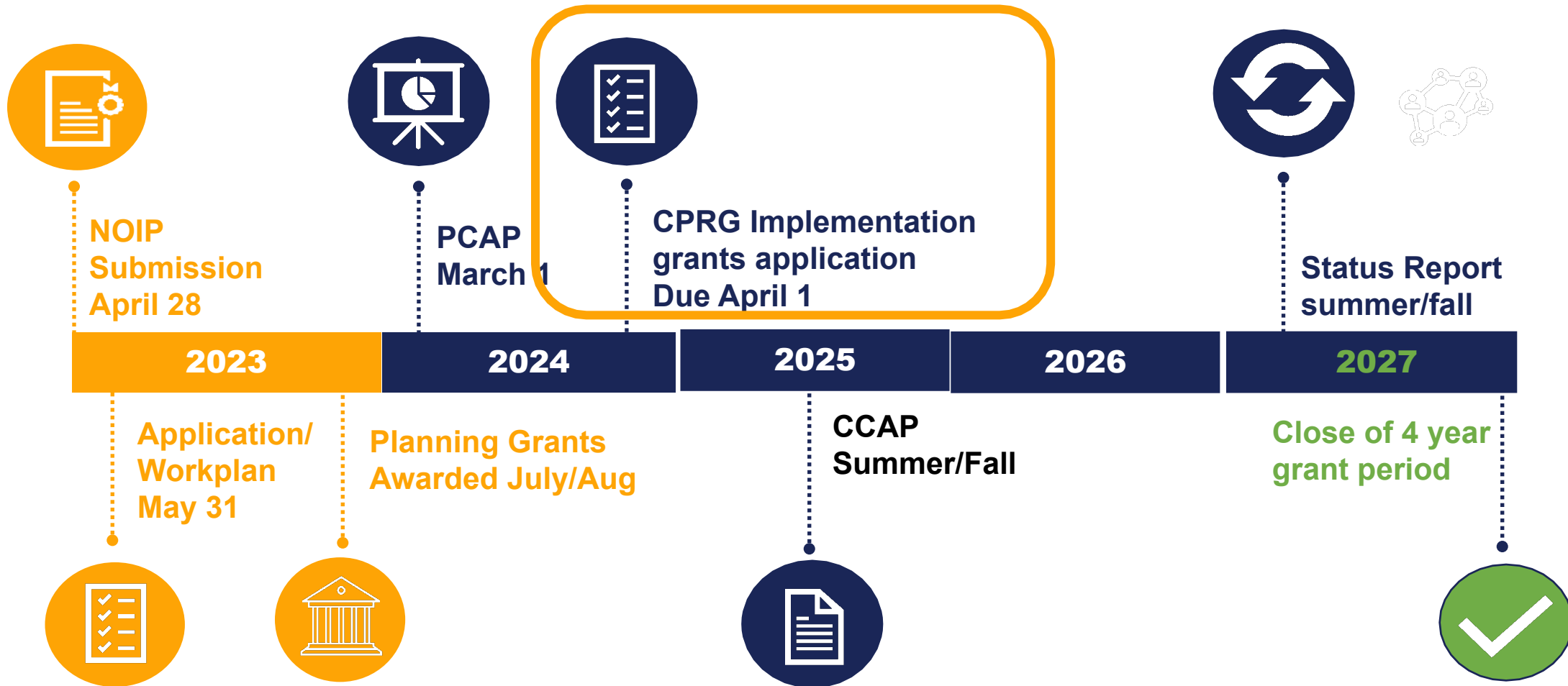


# Climate Pollution Reduction Grant: Phase II

Nicole Alderete-Ferrini, Climate and Sustainability Officer  
City of El Paso

# Timeline

## Climate Pollution Reduction Grant



### Phase 1: Deliverables

#### Planning Grant Outputs & Deliverables

- Priority Climate Action Plan (PCAP) March 1, 2024
- Comprehensive Climate Action Plan (CCAP), Summer-Fall 2025
- Status Report due at close of 4-yr grant period summer-fall 2027

#### PCAP - Priority Climate Action Plan

- GHG inventory;
- Quantified GHG reduction measures;
- Low-income and disadvantaged communities benefits analysis
- Review of authority of implementation

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### Grant Program Key dates

1. NOFO release: September 20, 2023
2. Optional NOI: February 1, 2024
3. Deadline for questions: March 15, 2024
4. Application due by **April 1, 2024**
5. Notification of Funding Selection: July 2024
6. Anticipated award: October 2024

### Grant Program Key facts

1. \$ 4.3 billion
2. PCAP have to be submitted
3. Measures have to be on the PCAP
4. 30 to 115 grants
5. **\$ 2M to \$ 500M**

The CPRG general competition is also **designed to incentivize eligible applicants to apply for funding together as a coalition to implement GHG reduction measures** regionally, across multiple municipalities, state boundaries, or even state and tribal boundaries.

### Types of projects

- New stand-alone GHG reduction projects
- An expansion of a GHG reduction project that is being implemented
- New GHG reduction projects with partial funding secured already.

### Need for CPRG funding

Applications for CPRG implementation grants will be evaluated on the degree to which they demonstrate a strong need for CPRG implementation funding that is unmet by other funding sources.

### Grant ranges and Funding by Tier

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Tier	Grant Ranges	Funds Targeted for Each Tier	Anticipated Number of Grants to be Awarded
Tier A	\$200,000,000 – \$500,000,000	\$2 billion	4-10
Tier B	\$100,000,000 – \$199,999,999	\$1.3 billion	6-13
Tier C	\$50,000,000 – \$99,999,999	\$0.6 billion	6-12
Tier D	\$10,000,000 – \$49,999,999	\$0.3 billion	6-30
Tier E	\$2,000,000 – \$9,999,999	\$0.1 billion	10-50

### Coalitions

A coalition is a group of two or more eligible applicants that share a strong and substantial commitment to the proposed measures (e.g., financially, materially, or operationally) such that withdrawal by any single member from the coalition would fundamentally alter the design or expected outputs and outcomes of the proposed measures.

**MOA:** Operating model and roles and responsibilities

The CPRG general competition is also **designed to incentivize eligible applicants to apply for funding together as a coalition** to implement GHG reduction measures regionally, across multiple municipalities, state boundaries, or even state and tribal boundaries.

### Eligible applicants

Entity	Eligible
<b>Municipality</b>	A municipality can apply for funding to implement measures included in an applicable state, MSA, or territorial PCAP. Eligible applicants are: <ul style="list-style-type: none"><li>• Lead organizations for MSA CPRG planning grants</li><li>• Other municipal agencies (including local air pollution control agencies), departments, or other municipal government offices</li><li>• Councils of government, metropolitan planning commissions, or other regional organizations comprised of multiple municipalities</li></ul>

Entity	Eligible
<b>Coalition of Eligible Applicants</b>	A coalition consisting of two or more eligible applicants (including tribal consortia, and coalitions of agencies from states, municipalities, tribes, and/or territories) can apply to jointly implement one or more measures included in an applicable state, MSA, tribal, or territorial PCAP

### **Project Summary and approach (45 points)**

- Description GHG reduction measures (20 points)
- Demonstration of funding need (10 points)
- Transformative Impact (15 points)

### **Impact of GHG reduction measures (60 points)**

- Magnitude GHG reduction 2025-2030 (20 points)
- Magnitude GHG reduction 2025-2050 (10 points)
- Cost Effectiveness of GHG reductions (15 points)
- Documentation of assumptions (15 points)

### **Environmental results (30 points)**

- Expected outputs and outcomes (10 points)
- Performance Measures Plan (10 points)
- Authorities, Timeline and Milestones (10 points)

### **Low income and Disadvantaged communities (35 points)**

- Community benefits (25 points)
- Community engagement (10 points)

### **Job quality (5 points)**

### **Programmatic Capability/Past performance (30 points)**

- Past performance (10 points)
- Reporting requirements (10 points)
- Staff expertise (10 points)

### **Budget (45 points)**

- Budget detail (20 points)
- Expenditure of Awarded Funds (15 points)
- Reasonableness of costs (10 points)

## MISSION



Deliver exceptional services to support a high quality of life and place for our community

## VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



## VALUES

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **P**eople



### Transportation Sector

- Programs to increase the share of electric light-, medium-, and heavy-duty vehicles, and to expand electric vehicle charging infrastructure
- Electrification requirements for state, municipal, territorial, and tribal vehicle, transit, or equipment fleets
- Transportation pricing programs that reduce vehicle miles traveled (VMT), such as parking pricing and congestion and road pricing
- Policies to support transportation management incentive programs to reduce vehicle trips or travel and expand transit use, such as van-pool programs, ridesharing, transit fare subsidies, and bicycle facilities
- New or expanded transportation infrastructure projects to facilitate public transit, micro-mobility, car sharing, bicycle, and pedestrian modes
- Incentive programs to purchase zero-emission vehicles and equipment to replace older heavy-duty diesel vehicles and equipment
- Programs to increase efficiency and reduce GHG emissions at ports and freight terminals, such as vehicle or equipment idle reduction, vessel-speed reduction, equipment electrification, and shore power
- Update building and zoning codes to encourage walkable, bikeable, and transit-oriented development
- Encourage mode shift from private vehicles to walking, biking, and public transportation (e.g., complete streets, bike share programs, bike storage facilities, low-speed electric bicycle subsidies, public transit subsidies)

### Electric Power Sector

- Renewable portfolio standards and/or clean electricity standards
- Energy efficiency portfolio standards
- Emission trading systems (e.g., cap-and-trade programs) and carbon pricing measures
- GHG performance standards for electric generating units
- Installation of renewable energy and energy storage systems on municipal facilities
- Programs to support smart-grid and/or behind-the-meter technologies to reduce power losses, reduce peak demand, and enable consumer participation in distributed generation
- Targeted incentives for installation of renewable energy and energy storage systems on commercial and residential buildings, such as net metering, tax credits, rebates, and streamlined interconnection standards
- Policies and measures to streamline permitting for renewable energy projects
- Development of distributed or community-scale renewable energy generation, microgrids, or vehicle-to-grid infrastructure in disadvantaged communities, including remote and rural regions

### Buildings Sector

- Adoption and implementation of the most up-to-date building energy codes or stretch codes for new commercial and residential buildings
- Implementation of a clean heat standard
- Incentive programs for implementation of end-use energy efficiency measures in existing government-owned, commercial, and residential buildings
- Incentive programs for the purchase of certified energy-efficient appliances, heating and cooling equipment, lighting, and building products to replace inefficient products
- Programs and policies to promote electrification of government-owned, commercial, and residential buildings
- Programs and policies to accelerate the incorporation of efficient electric technologies and electric vehicle charging at new single-family, multi-unit, or affordable residential buildings and commercial buildings, including building codes related to electric vehicle charging
- Implementation of a building energy performance management program for government-owned buildings
- Implementation of a new benchmarking and building performance standards
- Programs to promote recovery and destruction of high-global warming potential (GWP) hydrofluorocarbons (HFCs) used in existing appliances, air conditioning systems, and commercial chillers

### Industrial Sector

- Standards addressing GHG emissions from industrial facilities and from energy production sectors, including emissions from industrial process heat and industrial processes
- Programs to support or incentivize implementation of energy efficiency measures in industry, including energy audits, strategic energy management, equipment upgrades, and waste heat utilization
- Programs to support or incentivize GHG reductions in industrial energy use and industrial processes, including use of low/no carbon fuels, electrification, renewable energy, and process improvements
- Programs to develop, expand, and support markets for low-embodied carbon materials and products, such as cement and steel

### Waste, Water, and Sustainable Materials Management Sector

- Standards and incentives to reduce methane emissions from landfills and wastewater treatment facilities, including through collection for use or destruction
- Programs and incentives to reduce or divert waste (including food and/or yard waste) through improved production practices, improved collection services, and increased reuse or recycling rates
- Programs and incentives to reduce GHG emissions associated with plastics production, use, and waste management
- Programs to expand composting and bio-digestion infrastructure to reduce GHG emissions and increase beneficial use of organic waste
- Policies and programs to reduce construction and demolition waste through building reuse, deconstruction, and material diversion and reuse
- Installation of renewable energy and energy efficiency measures at wastewater treatment facilities

### Agricultural Sector

- Incentive programs to fund electric agricultural equipment technologies
- Incentives for technologies and techniques that reduce nitrous oxide emissions from fertilizer application
- Incentives to promote anaerobic digesters to capture methane and generate renewable energy or produce renewable fuel

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### Carbon Removal Measures

- Policies to promote improved forest management to enhance carbon stocks on forested land
- Urban afforestation and green infrastructure programs and projects
- Restoration of degraded lands (e.g., brownfields, mine reclamation) and forested lands to enhance carbon sequestration
- Policies to enhance carbon stocks in coastal estuaries, such as wetlands and mangroves.

# CPRG

## PHASE I PROPOSAL



Plan Element	Priority Climate Action Plan	Comprehensive Climate Action Plan	Status Report
GHG Inventory	Required	Required	Update Encouraged
GHG Emissions Projections	Not Required	Required	Update Encouraged
GHG Reduction Targets	Not Required	Required	Not Required
Quantified GHG Reduction Measures	Required (priority measures only)	Required (comprehensive)	Status and Updates Required
Benefits Analysis	Encouraged	Required	Required
Low Income/ Disadvantaged Communities Benefits Analysis	Required	Required	Required
Review of Authority to Implement	Required	Required	Update Required
Intersection with Other Funding Availability	Encouraged	Required	Required
Workforce Planning Analysis	Encouraged	Required	Required
Next Steps/Future Budget and Staffing Needs	Not Required	Not Required	Required

43

# CPRG

## JUSTICE 40 REQUIREMENT



### What is Justice 40?

- **40 percent of the overall benefits of the CPRG investments must flow to disadvantaged communities** that are marginalized, underserved, and overburdened by pollution
- **CPRG grant has to meet Justice 40** requirements as defined by the Federal Government
- Community engagement is a critical component of the Justice 40 Initiative. Federal Administration directed Justice 40 covered programs to **conduct meaningful engagement with stakeholders to ensure community members have an opportunity to provide input** on program decisions.
- Climate and Economic Justice Screening Tool (CEJST)  
<https://screeningtool.geoplatform.gov/en/#3/33.47/-97.5>

STATE OF TEXAS  
SAN ELIZARIO

§  
§  
§

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF HORIZON CITY AND THE CITY OF EL PASO OFFICE OF CLIMATE AND SUSTAINABILITY FOR ASSISTANCE AND COOPERATION IN THE SAN ELIZARIO FOR THE REGIONAL CLIMATE INITIATIVE**

This Interlocal Agreement (the “Agreement”) is made on \_\_\_\_\_, 2024 (“**Effective Date**”) and is made by and between The Town of Horizon City (hereinafter referred to as the “**Committee Member**”), and the City of El Paso (hereinafter referred to as the “**Lead Organization**”), a Texas Municipal Corporation, duly herein and through its City Council a set of regional entities committed to the efforts of the Environmental Protection Agency (EPA) Regional Climate-related program objectives. Committee Member and CITY may be referred to singularly as a "Party" or collectively as "Parties." The Parties agree to all the recitals, terms, conditions, and representations contained in this Agreement. This Agreement is made pursuant to Chapter 791 of the Texas Government Code.

**RECITALS**

**WHEREAS**, The Lead Organization’s implementation of the Leadership Steering Committee was established as a collaboration of organizations, cities, and townships to develop and implement plans for reducing greenhouse gas emissions and other harmful air pollution in the City of El Paso; and

**WHEREAS**, the Committee will collaborate with the Lead Organization on Regional Climate-related program initiatives by establishing an institutional framework that can articulate the requirements of such programs. One of the key success factors is the leadership and political commitment of the relevant actors of the region; and

**NOW, THEREFORE**, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties agree as follows:



**ARTICLE 3**  
**PROGRAM SCOPE**

3. Outcome Statement. The Parties will develop and maintain a framework that will consist of the following outcomes:
  - a. Support data gathering efforts by the selected consultants, including, but not limited to utility, economic, demographic, and environmental data.
  - b. Support the identification of measures to reduce air pollution and GHG emissions that could be implemented in the upcoming years, including measures required under CPRG Phase II and other related projects.
  - c. All projects pertaining to CPRG Phase II will need to comply with EPA requirements and guidelines.
  - d. Commitment to enter into a Memorandum of Agreement (MOA, as defined by the Environmental Protection Agency (EPA) in its guidelines, to be part of a regional coalition to participate in CPRG Phase II.
  - e. Support outreach and community engagement efforts to be held in their communities as part of the Regional Climate-related program or future Climate programs.
  - f. Actively participate in managing, planning, and decision-making meetings as a member of the Leadership Steering Committee.
  - g. Designate a person of contact for all Regional Climate-related programs and Climate-related activities.
  - h. Review and comment on all Regional Climate Regional Programs and Climate-related deliverables.

**ARTICLE 4**  
**LEGAL AUTHORITY**

4. Lead Organization certifies that it possesses all legal authority necessary to apply for and receive funds pursuant to this Agreement. A resolution, motion, or similar action has been or will be duly adopted or passed as an official act of Lead Organization's governing body, authority the approval of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

**ARTICLE 5**  
**PUBLIC INFORMATION**

- 5.1 Notwithstanding any provisions of this Agreement to the contrary, Parties acknowledge that the Parties and this Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). Lead Organization acknowledges that the Parties will comply with the PIA, as interpreted by its legal counsel based on judicial opinions and opinions of the Attorney General of the State of Texas.

5.2 Committee Member acknowledges that information created or exchanged in connection with this Agreement, is subject to the PIA, whether created or produced by Committee Member or any third party, and Lead Organization agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to the Parties. Committee Member will cooperate with the Lead Organization in the production of documents or information responsive to a request for information.

## **ARTICLE 6**

### **COOPERATION WITH MONITORING, AUDITS, AND RECORDS REQUIREMENTS**

6.1 All records and expenditures are subject to, and Parties agree to comply with, monitoring and/or audits conducted by the United States Environmental Protection Agency Inspector General, other federal agencies or offices, or the Parties' Auditors or their designee. Parties shall maintain under GAAP or GASB, adequate records that ensure proper accounting for all costs and performances related to the Agreement.

6.2 If Lead Organization expends \$750,000 or more in federal funds in a fiscal year, it may be subject to Single/Audit Requirements in 2 CFR, Part 200, Subpart F - Audit Requirements, at [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title 02/0cfr200 main 02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title%2002/0cfr200_main_02.tpl), and subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purc/hasind/doc/ugm.pdf>. The audit must be completed, and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

6.3 If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Agreement, regional climate programs, United States Environmental Protection Agency applicable to climate programs funding, other applicable laws, regulations, or Lead Organization obligations hereunder, Lead Organization agrees to correct such discrepancies or inadequacies within ninety (90) days after Lead Organization receipt of the findings.

6.4 Lead Organization shall maintain appropriate records for the periods required by law to provide accountability for all expenditures of grant funds, reporting measures, and funds received from Committee Member under this Agreement. Records maintained by Lead Organization to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Agreement.

## **ARTICLE 7**

### **PROCUREMENT PRACTICES AND POLICIES**

7. The Lead Organization must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their

established policy, and best practices for procuring goods or services with grant funds.

**ARTICLE 8**  
**POLITICAL ACTIVITIES**

- 8.01 Unless specifically authorized to do so by federal law, Lead Organization is prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get out the vote campaigns.
- 8.02 Lead Organization officials or grant-funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- 8.3 Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- 8.4 Funding received under this Agreement may not be used to employ, as a regular full-time or part-time, or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- 8.5 As applicable, the Lead Organization and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with any Federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier to the recipient.

**ARTICLE 9**  
**REMEDIES**

- 9. If the Lead Organization determines that Committee Member has failed to comply with any term of this Agreement, whether stated in a federal or state statute or regulation, an assurance, in this Agreement, in guidance issued by federal authorities or subsequently issued by federal authorities may pursue any combination of the following remedies:

- i. wholly or partially suspend or terminate this Agreement;
- ii. in accordance with Section 6.02, require return or recapture of any funding provided;
- iii. terminate this Agreement;
- iv. impose a corrective action plan;
- v. withhold further awards; or
- vi. take other remedies or appropriate actions.

**ARTICLE 10**  
**SEVERABILITY**

10. If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provisions shall be modified or deleted in such manner so as to afford the part for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

**ARTICLE 11**  
**AMENDMENT**

11. Any alternations, additions, or deletions to the terms of this Agreement must be documented in writing and signed by both Parties to be binding. Notwithstanding this requirement, it is understood and agreed by the Parties hereto, that changes in local, state, and federal rules, regulations, or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

**ARTICLE 12**  
**INTERPRETATION**

12. To the extent the terms and conditions of this Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this Agreement and in all cases, according to its fair meaning. The Parties acknowledge that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. Any vague, ambiguous, or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Agreement.

**ARTICLE 13**  
**SURVIVABILITY**

13. Notwithstanding any expiration or termination of this Agreement, the rights and obligations pertaining to the close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Agreement.

**ARTICLE 14**  
**SOVEREIGN IMMUNITY**

14. It is expressly understood and agreed that in the execution of this Agreement, neither of the Parties waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against any claims asserted against it.

**ARTICLE 15**  
**TEXAS LAW TO APPLY**

15. This Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the Parties created hereunder are performed in the El Paso Metro Politian Statistical Area.

**ARTICLE 16**  
**PRIOR AGREEMENTS SUPERSEDED**

16. This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreements between the Parties with respect to the subject matter of the Agreement.

**ARTICLE 17**  
**DELEGATION AND ASSIGNMENT**

17. Neither Party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. A Party to this Agreement may not assign its rights, privileges, and obligations under this Agreement in whole, or in part, without the prior written consent of the other Party. Any attempt to assign without such approval shall be void.

**ARTICLE 18**  
**NOTICES**

18.01 All notices required or permitted herein shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage, prepaid, registered or certified mail, return receipt requested, to the Party's office or usual mailing address. For the purpose of notice, the addresses of the Parties shall be as follows:

**TO COMMITTEE MEMBER:**

Town of Horizon City  
Michelle Garcia  
Planning Director  
mgarcia@horizoncity.org

18.02 All notices of termination and/or recapture of funds shall be in writing within 120 days in advance.

**TO LEAD ORGANIZATION:**

City of El Paso Climate and Sustainability Office  
Fernando L. Berjano  
Senior Climate Programs Manager  
[BerjanoFL@elpasotexas.gov](mailto:BerjanoFL@elpasotexas.gov)

**ARTICLE 19**  
**CURRENT REVENUES**

19. Each Party paying for the performance of governmental functions or services will make those payments from current revenues then available to the paying Party.

IN WITNESS HEREOF, THE PARTIES have made and executed this Agreement in duplicate originals on the date of the last signature below.

[Signatures begin on the following page]

**THE CITY OF EL PASO**

**THE CITY OF EL PASO**

---

Oscar Leeser  
Mayor

**APPROVED AS TO FORM:**

---

Evy Sotelo  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

---

Nicole Ferrini, Director  
Office of Climate and Sustainability

**THE TOWN OF HORIZON CITY**

---

Andres Renteria, Mayor

**APPROVED AS TO FORM:**

---

Sylvia Borunda Firth  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

---

Michelle Garcia  
Planning Director



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** January 16, 2023

**To:** Honorable Mayor and Members of City Council

**From:** Art Rubio, Chief Planner

**SUBJECT:** On the **Final** Subdivision Plat application for **Rancho Desierto Bello Unit 14 (Case No. SDF23-0002)**, legally described as a Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 18.708 ± acres. Application submitted by TRE & Associates, LLC.

---

On December 18, 2023, the Planning and Zoning Commission voted unanimously to recommend that the City Council approve the final subdivision plat for the subject property.

There are no pending or adverse comments from City staff. City staff recommends approval of the request as it meets all the minimum City Ordinance Code requirements of preliminary and final subdivision plat.

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



**TOWN OF HORIZON CITY  
Planning and Zoning Commission Staff Report**

**Case No.:** SDF23-0002  
*Rancho Desierto Bello Unit Fourteen (RDBU14)*

**Application Type:** **Final Plat**

**P&Z Hearing Date:** December 18, 2023

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

**Address/Location:** Located west of Darrington Road and northwest of Claret Cup Road.

**Legal Description:** A portion of Leigh Clark Survey No. 297, Section 43, Block 78, Township 3, Texas, and Pacific Railroad Company, Town of Horizon City, El Paso County, Texas

**Owner:** SDC Development, LTD.

**Applicant/:** TRE & Associates, L.L.C.

**Nearest Park:** RDB 2 Park

**Nearest School:** Ricardo Estrada Middle School

**SURROUNDING PROPERTIES:**

	<b>Zoning</b>	<b>Land Use</b>
<b>N</b>	R-9 (Residential)	Vacant
<b>E</b>	R-2 (Residential)	Vacant
<b>S</b>	M-1 (Industrial)	Industrial
<b>W</b>	R-9 (Residential)	Vacant

**LAND USE AND ZONING:**

<b>Existing</b>	
<b>Land Use</b>	Vacant
<b>Zoning</b>	R-9 Residential

**Application Description:**

The RDB-U14 Preliminary Subdivision Plat application was approved July 11, 2023. The applicant is now requesting approval of RDB-U14 Final Subdivision Plat. The proposed RDB-U14 Final Subdivision Plat includes 68 lots for single-family residential development, the smallest lot measuring approximately 6,186 square feet and the largest lot measuring approximately 8,769 square feet in size. The applicant proposes a 52' ROW Residential Subcollector Street and a 76' ROW Minor Arterial Street to serve all the lots in the subdivision.

**Cumulative Parkland Dedication:**

The developer has proposed to dedicate 5.022 acres of parkland with Unit 13 to account for the entirety of the remaining Rancho Desierto Bello development, Units 12-20. The total number of units for both phases of Unit 15 is 149 lots, putting the current cumulative lot total for Units 12-20 of Rancho Desierto Bello at 386 lots. In accordance with Section

2.8.1 of the Subdivision Ordinance, this results in 2.5 acres of required parkland and \$4,400 parkland fees due. After Unit 15, the developer will carry 2.522 acres of parkland credit that is eligible to apply to the remaining units of the development. RDB Unit 14 requires cumulative parkland of 0.5 acres for the proposed 68 lots and \$1,600 parkland fees due. After Unit 14 the developer will carry 2.022 acres of parkland credit that is eligible to apply to the remaining units of the development and the remaining credits expired 9/21/2023, that were not used with the exception of RDB U-16, which was submitted prior to 9/21/2023..

**Staff Recommendation:**

Staff recommends approval of RDB U-14 Subdivision on a Final Plat basis.

**Planning Comments:**

~~Please confirm and call out what instrument, timeline and surface improvement will be utilized to provide temporary turnaround easements on property outside subject subdivision? (To be addressed prior to recording)~~

**Public Works Director Comments:**

~~RANCHO DESIERTO BELLO U-14 (Final Plat)~~

~~Review # 11/28/2023~~

- ~~1. Show Ferro Cactus as two words on plat as per street table.~~
  - ~~2. Provide Closure with metes and bounds description (on final plat).~~
  - ~~3. Address review/approval by the El Paso County 9-1-1 District is required.~~
  - ~~4. Blocks 34,53,72 (EAST AND WEST SIDE), address numbers shall be 3 DIGITS (see section 107.090 ORDINANCE 00107).~~
- ~~Provide explanation for the 4 digits provided, is this a request from El Paso County 9-1-1 District? Provide email/ approval on final plat~~

**Town Engineer Comments:**

~~Rancho Desierto Bello Unit 14~~

~~Summary of Recommended Conditions for Final Plat Approval:~~

~~The Town Engineer recommends the following:~~

- ~~1. Provide closure reports for the subdivision and the individual lot to ensure closure.~~
- ~~2. "Saguaro Place" not on Street Table. Update Street Table to include.~~
- ~~3. "Desert Cactus Place" is no longer on plat, but on Street Table. Update Plat and table with correct street names.~~
- ~~4. See Town of Horizon for additional comments.~~

**School District Comments:**

No objections

**El Paso County 9-1-1 District:**

No objections

**El Paso Electric:**

We have no comments for the Rancho Desierto Bello Unit 14.

**Texas Gas:**

In reference to this proposed Subdivision, Rancho Desierto Bello Unit 14, Texas Gas Service does not have any objections.

**Additional Requirements:**

Within twelve (12) months of the approval of the final plats by the Town Council, a recording plat application will need to be submitted for City Council approval.

Failure of the subdivider to submit a recording plat within twelve (12) months of approval of the final plat by the City Council will nullify the approval of the final plat and obligate the subdivider to reapply for preliminary plat approval should the subdivider wish to pursue the subdivision. (§4.11.2 Subdivision Municode Chapter 10)

Any required parks fees shall be paid prior to the recordation of the plat (If applicable).

**Attachments:**

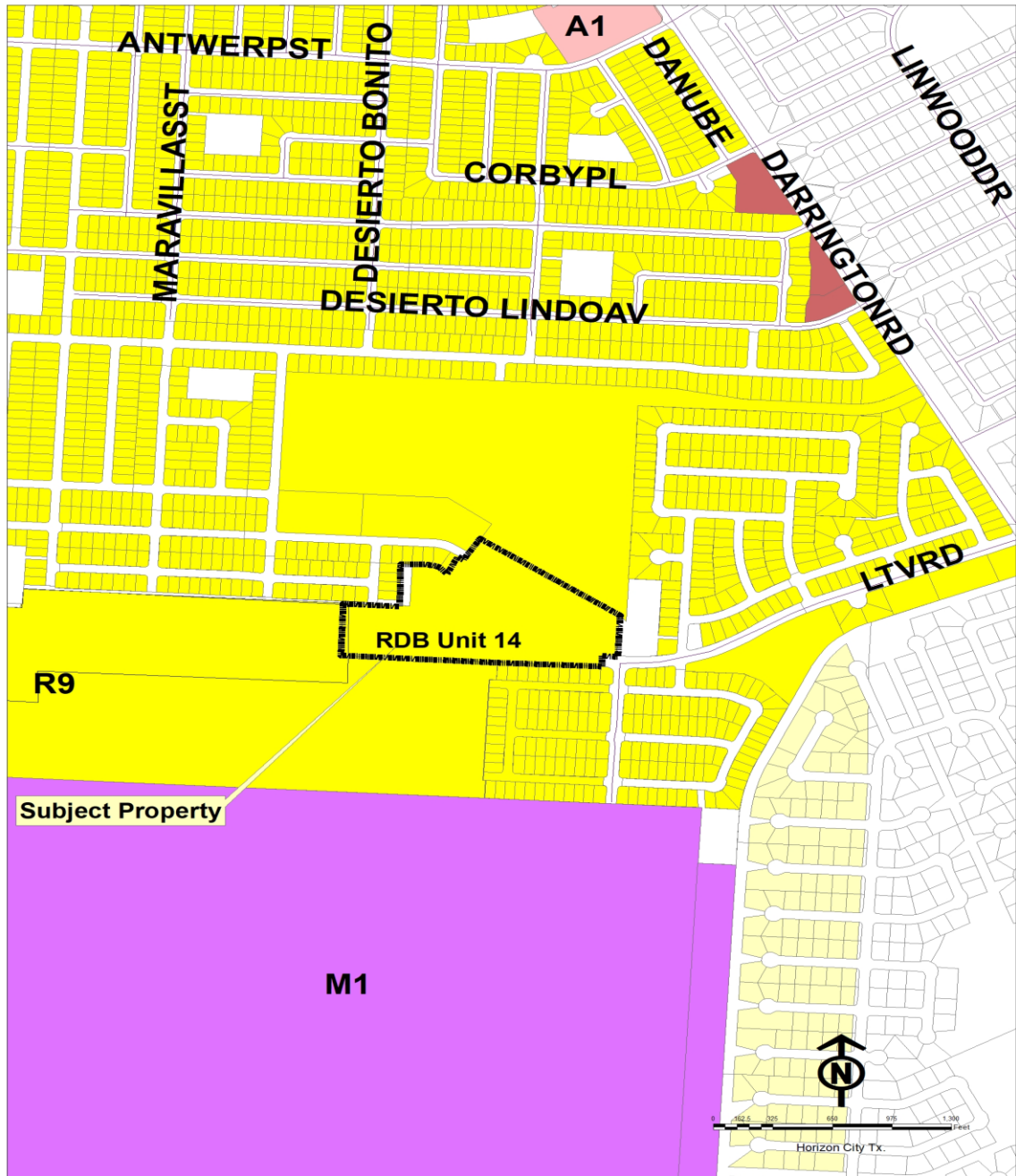
- 1 - Aerial**
- 2 - Zoning Map**
- 3 - Location Map**
- 4 – Final Subdivision Plat**
- 5 – Final Subdivision Plat Application**

**Planning & Zoning Commission  
Rancho Desierto Bello Unit 14 Final Plat  
SDF23-0002**

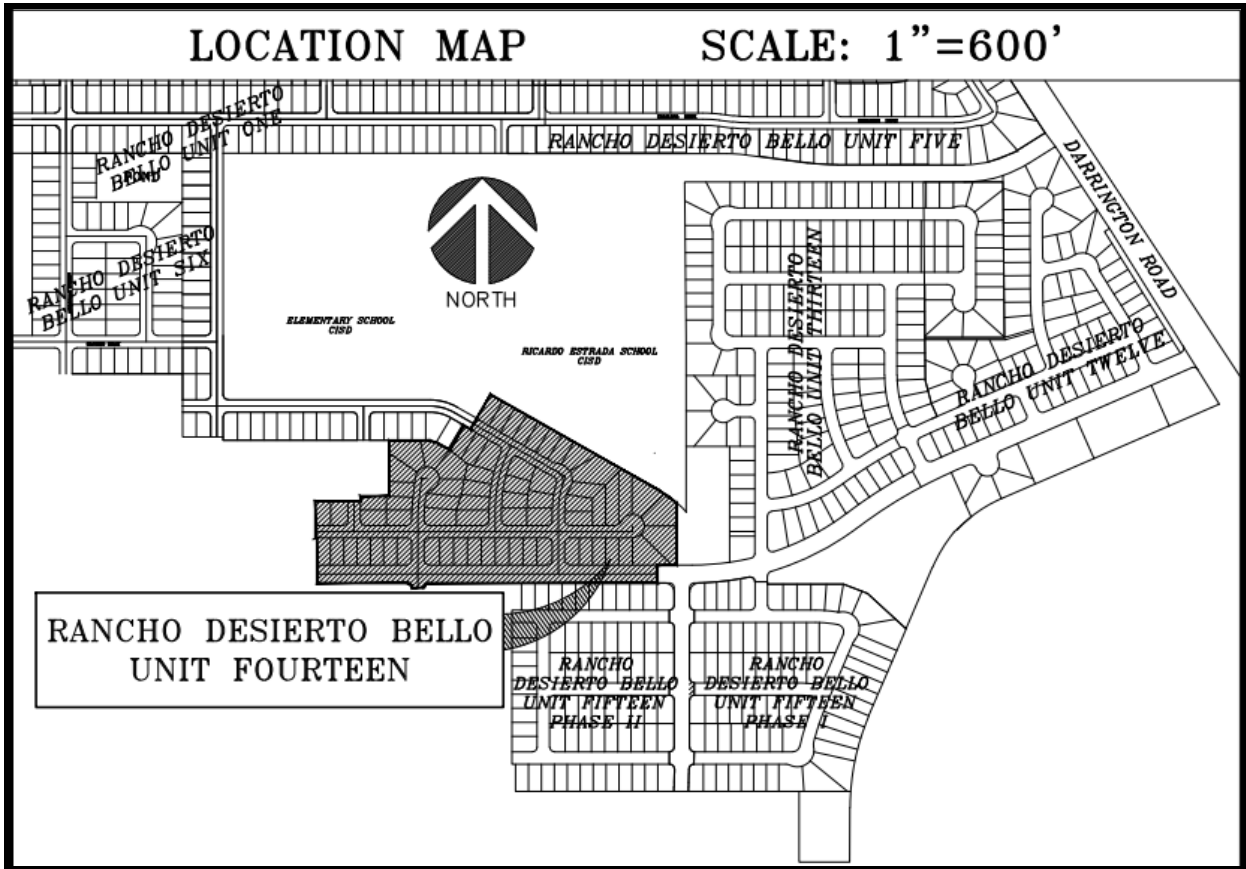


Attachment 2: Zoning Map

**Planning & Zoning Commission  
Rancho Desierto Bello Unit 14 Final Plat  
SDF23-0002**


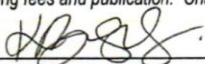


Attachment 3- Location Map





## Attachment 6 – Application Final Subdivision Plat

	<b>TOWN OF HORIZON CITY</b> 14999 Darrington Road Horizon City, Texas 79928 Phone 915-852-1046 Fax 915-852-1005	<b>MAJOR SUBDIVISION FINAL PLAT APPLICATION</b>																																																												
SUBDIVISION PROPOSED NAME: <u>Rancho Desierto Bello Unit 14</u>		SUBMITTAL DATE: <u>11/20/2023</u>																																																												
1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.) <u>A PORTION OF LEIGH CLARK SURVEY NO. 297, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS, CONTAINING 18.708 ACRES +/-</u>																																																														
2. PROPERTY LAND USES: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 10%;">ACRES</th> <th style="width: 10%;">SITES</th> <th style="width: 40%;"></th> <th style="width: 10%;">ACRES</th> <th style="width: 10%;">SITES</th> </tr> </thead> <tbody> <tr> <td>SINGLE-FAMILY</td> <td style="text-align: center;"><u>12.484</u></td> <td style="text-align: center;"><u>68</u></td> <td>OFFICE</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>DUPLEX</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>STREET &amp; ALLEY</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>APARTMENT</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>PONDING &amp; DRAINAGE</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>MOBILE HOME</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>INSTITUTIONAL</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>P.U.D.</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>OTHER</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>PARK (Min 1 Acre)</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>R.O.W.</td> <td style="text-align: center;"><u>6.225</u></td> <td style="text-align: center;"><u>1</u></td> </tr> <tr> <td>SCHOOL</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>TOTAL NO. SITES</td> <td style="text-align: center;">_____</td> <td style="text-align: center;"><u>69</u></td> </tr> <tr> <td>COMMERCIAL</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>TOTAL (GROSS) ACREAGE</td> <td style="text-align: center;"><u>18.708</u></td> <td style="text-align: center;">_____</td> </tr> <tr> <td>INDUSTRIAL</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				ACRES	SITES		ACRES	SITES	SINGLE-FAMILY	<u>12.484</u>	<u>68</u>	OFFICE	_____	_____	DUPLEX	_____	_____	STREET & ALLEY	_____	_____	APARTMENT	_____	_____	PONDING & DRAINAGE	_____	_____	MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____	P.U.D.	_____	_____	OTHER	_____	_____	PARK (Min 1 Acre)	_____	_____	R.O.W.	<u>6.225</u>	<u>1</u>	SCHOOL	_____	_____	TOTAL NO. SITES	_____	<u>69</u>	COMMERCIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>18.708</u>	_____	INDUSTRIAL	_____	_____			
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3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? <u>N/A</u> PROPOSED ZONING <u>N/A</u>																																																														
4. WILL THE RESIDENTIAL SITES, AS PROPOSED, PERMIT DEVELOPMENT IN FULL COMPLIANCE WITH ALL ZONING REQUIREMENTS OF THE EXISTING RESIDENTIAL ZONE(S)? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>																																																														
5. WHAT TYPE OF UTILITY EASEMENTS ARE PROPOSED? UNDERGROUND <input type="checkbox"/> OVERHEAD <input type="checkbox"/> COMBINATION <input checked="" type="checkbox"/>																																																														
6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) <u>Underground storm sewer system to retention pond</u>																																																														
7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES <u>N/A</u>																																																														
8. ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>																																																														
9. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF "YES", PLEASE LIST SECTION & EXPLAIN THE NATURE OF THE MODIFICATION _____																																																														
10. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY <input type="checkbox"/> MEDIANS <input type="checkbox"/> OTHER <input type="checkbox"/> <u>N/A</u>																																																														
11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: <u>N/A</u>																																																														
12. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A INITIALS <u>K.B.</u> IF YES, submit REQUIRED GUARANTEE (SECTION 4.10.3 & 8.1.7, Municode Chapter 10) OR Improvement Cost Estimates & Construction Agreement																																																														
13. WILL ANY RESTRICTIONS AND COVENANTS BE RECORDED WITH PLAT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> INITIALS <u>K.B.</u> IF YES, PLEASE SUBMIT COPY.																																																														
14. OWNER OF RECORD <u>SDC Development, LTD 7910 Gateway Blvd. E. Ste. 102 El Paso, TX 79915 jduranc@desertviewhomes.com (915) 591-5319</u> (NAME & ADDRESS) (EMAIL) (PHONE)																																																														
15. DEVELOPER <u>SDC Development, LTD 7910 Gateway Blvd. E. Ste. 102 El Paso, TX 79915 jduranc@desertviewhomes.com (915) 591-5319</u> (NAME & ADDRESS) (EMAIL) (PHONE)																																																														
16. ENGINEER <u>TRE &amp; Associates, LLC 110 Mesa Park Dr. Ste. 200 El Paso, TX 79912 kbarraza@tr-eng.com (915) 852-9093</u> (NAME & ADDRESS) (EMAIL) (PHONE)																																																														
17. APPLICANT <u>TRE &amp; Associates, LLC 110 Mesa Park Dr. Ste. 200 El Paso, TX 79912 kbarraza@tr-eng.com (915) 852-9093</u> (NAME & ADDRESS) (EMAIL) (PHONE)																																																														
18. REP/POINT OF CONTACT <u>Karen Barraza TRE &amp; Associates, LLC 110 Mesa Park Dr. Ste. 200 El Paso, TX 79912 kbarraza@tr-eng.com (915) 852-9093</u> (NAME & ADDRESS) (EMAIL) (PHONE)																																																														
<b>NOTE:</b> Applicant is responsible for all expenses incurred by the City in connection with the Final plat approval request, including but not limited to attorney's fees, engineering fees and publication. Charges exceeding deposit will be invoiced separately. Initials <u>K.B.</u>																																																														
Applicant Signature 		EMAIL <u>kbarraza@tr-eng.com</u>																																																												
<b>APPLICATION MUST BE COMPLETE &amp; VALIDATED PRIOR TO SUBDIVISION PROCESSING</b> Acceptance of fee does not grant acceptance of application. Non Refundable Deposit \$500.00   Application Fee: \$150																																																														

# RANCHO DESIERTO BELLO UNIT FOURTEEN

A PORTION OF LEIGH CLARK SURVEY No. 297,  
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.  
CONTAINING 18.708 ACRES ±

## PROPOSED LAND USE

RESIDENTIAL

RESIDENTIAL LOTS = 68

## SCHOOL DISTRICT

CLINT INDEPENDENT SCHOOL DISTRICT

## DEDICATION

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

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

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

Witness my signature this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Doug Little, Chief Financial Officer  
SDC DEVELOPMENT, LTD.

## ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF EL PASO

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

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Notary Public in and for El Paso County, Texas My Commission Expires \_\_\_\_\_

## TOWN OF HORIZON CITY TOWN COUNCIL

This subdivision is hereby approved as to the platting and as to the conditions of the dedication in accordance with Chapter 212 of the Local Government Code of Texas, this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Accepted and adopted by the City Council of Town of Horizon City this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Elvia Schuller, City Clerk Andres Renteria, Mayor

Approved for filing this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

## FILING

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this \_\_\_\_\_ day of \_\_\_\_\_ 2024, in Volume \_\_\_\_\_ of the Plat Records,  
Page \_\_\_\_\_, File No. \_\_\_\_\_.

County Clerk \_\_\_\_\_ by Deputy \_\_\_\_\_

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

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

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

## OWNER

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

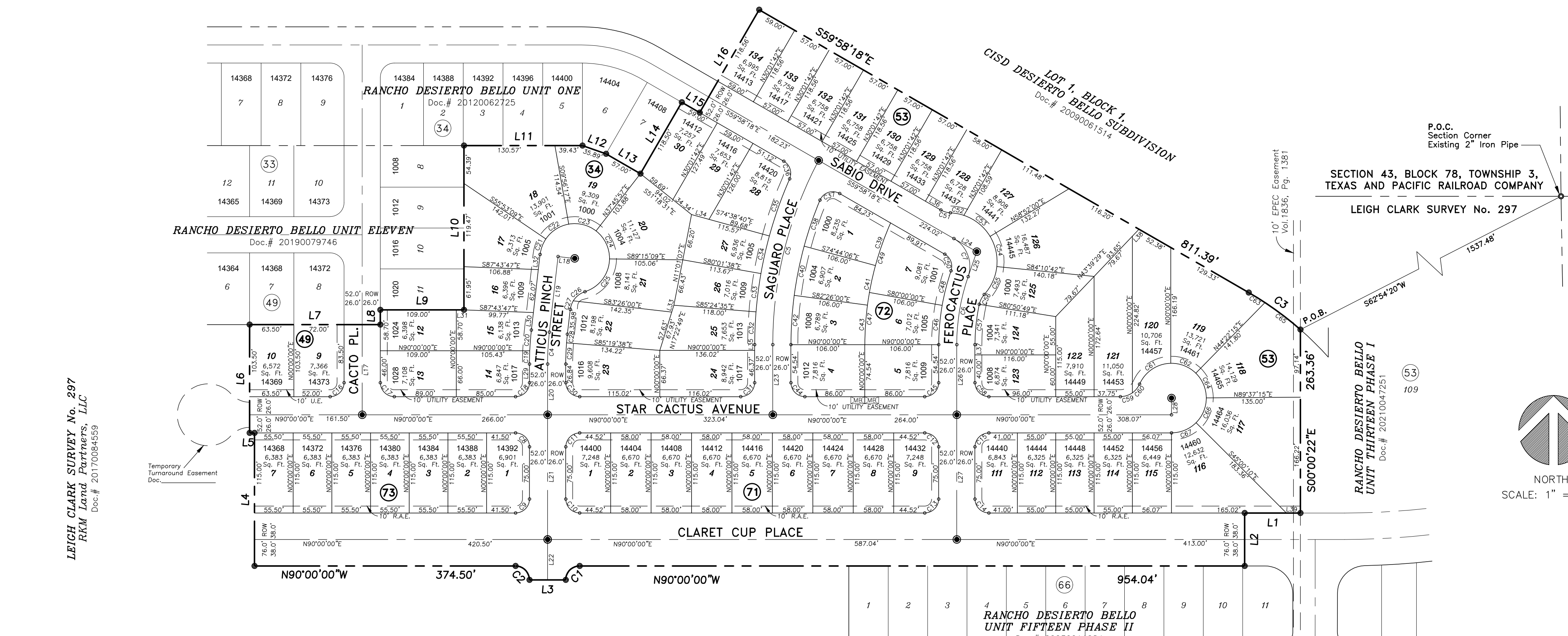


1100 Mesa Park Drive, Suite 200  
El Paso, Texas 79913  
Office: (915) 852-9003  
Fax: (915) 629-8506

4101 W. Courtyard Dr., Bldg. 1, Suite 100  
Austin, Texas 78726  
Office: (512) 355-4349  
Fax: (512) 366-6374

email: Larry@land-marksurvey.com  
"Serving Texas, New Mexico and Arizona"

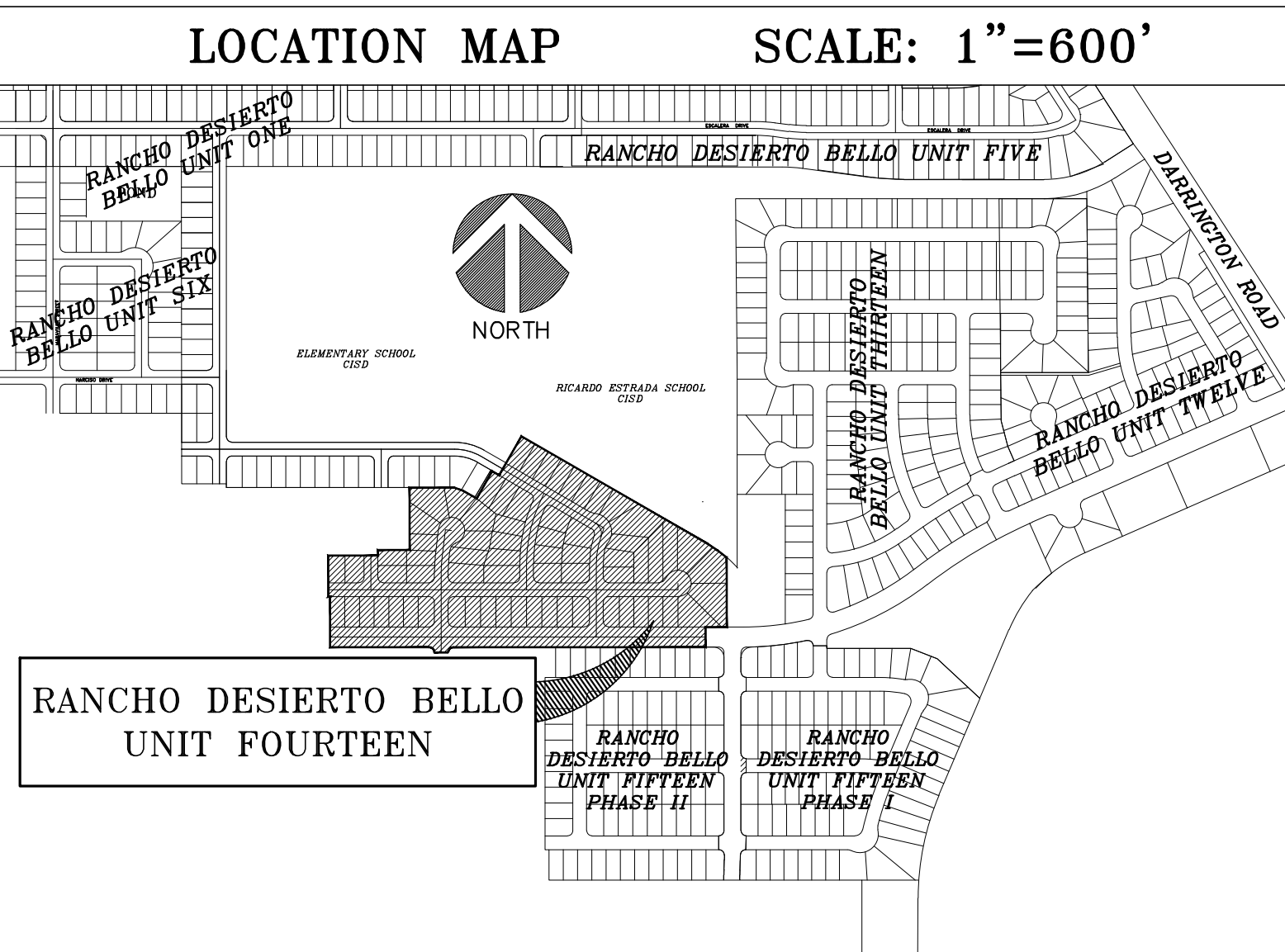
DATE OF PREPARATION: JUNE 7, 2022  
DATE OF LAST REVISION: JULY 6, 2023



## PLAT NOTES AND RESTRICTIONS

- BEARINGS ARE BASED ON UNDERLYING DEEDS.
- = THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENT LOCATIONS.
- ☒ = THIS SYMBOL REPRESENTS U.S. POSTAL SERVICE COLLECTION BOX UNITS, POSTAL SERVICE WITHIN THE SUBDIVISION WILL BE PROVIDED USING NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
- ACCORDING TO THE FEDERAL EMERGENCY MAPPING AGENCY, FLOOD INSURANCE RATE MAP, PANEL NO. 480212 0250B, DATED SEPTEMBER 4, 1991, THIS PROPERTY APPEARS TO LIE WITHIN ZONE "X" WHICH BY DEFINITIONS IS NOT A SPECIAL FLOOD HAZARD ZONE.
- ALL UTILITY EASEMENTS ARE 10 FEET WIDE UNLESS OTHERWISE SPECIFIED.
- SET 5/8" REBAR WITH CAP STAMPED "LAND-MARK TX 4869 NM11402" AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
- TAX CERTIFICATE(S) FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.  
INSTRUMENT NO. \_\_\_\_\_ INSTRUMENT NO. \_\_\_\_\_
- RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.  
INSTRUMENT NO. \_\_\_\_\_ INSTRUMENT NO. \_\_\_\_\_
- THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO RANCHO DESIERTO BELLO UNIT FOURTEEN BY THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT IN ACCORDANCE WITH THEIR RULES AND REGULATIONS AND WITH SECTION 16.343 OF THE TEXAS WATER CODE. WATER AND SEWER SERVICES WILL BE EXTENDED TO THE SUBDIVISION FROM EXISTING FACILITIES AND WILL BE CONSTRUCTED TO SERVE THE SUBDIVISION WITHIN TWO (2) YEARS OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
- ACCESS TO LOTS 1-7, BLOCK 73, LOTS 1-9, BLOCK 71, LOTS 111-117, BLOCK 53, ABUTTING CLARET CUP PLACE, LOT 1, BLOCK 73, LOT 1, BLOCK 74, ABUTTING ATTICUS PINCH STREET; LOT 9, BLOCK 71, LOT 111, BLOCK 53 ABUTTING FEROCACTUS PLACE; LOTS 13, 14, 23, 24, BLOCK 34, LOTS 4 AND 5, BLOCK 72, LOT 123, BLOCK 53 ABUTTING STAR CACTUS AVENUE; AND LOT 9, BLOCK 49 ABUTTING CACTO PLACE SHALL BE FROM OTHER DEDICATED STREETS ONLY.

LEIGH CLARK SURVEY No. 297  
RKM Land Partners, LLC  
Doc.# 20170084559



SCALE: 1"=600'

**METES & BOUNDS DESCRIPTION**

COMMENCING, for reference, at an existing 2-inch iron pipe located at the common east corner of Section 43, Block 78, Township 3, Texas and Pacific Railroad Company Surveys and Leigh Clark Survey No. 297; THENCE, South 62°54'20" West, a distance of 1537.48 feet to a point lying in the westerly boundary line of Rancho Desierto Bello Unit Thirteen, for a corner of this parcel and the POINT OF BEGINNING of this parcel description;

THENCE, South 07°00'22" East, with said westerly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 263.36 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" West, continuing with said westerly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 80.09 feet to a point, for a corner of this parcel;

THENCE, South 07°00'00" East, continuing with said westerly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 80.09 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" West, departing said westerly boundary line of Rancho Desierto Bello Unit Thirteen, a distance of 95.04 feet to a point, for a corner of this parcel;

THENCE, Southwesterly with the arc of a curve to the left, a distance of 31.42 feet to a point for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears South 45°00'00" West, a distance of 28.28 feet;

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

THENCE, Northwesterly with the arc of a curve to the left, a distance of 31.42 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 90°00'00", and a chord which bears North 45°00'00" West, a distance of 28.28 feet;

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

THENCE, North 07°00'00" East, a distance of 191.00 feet to a point, for a corner of this parcel;

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

THENCE, North 90°00'00" East, a distance of 153.50 feet to a point lying in the southerly boundary line of Rancho Desierto Bello Unit Eleven, for a corner of this parcel;

THENCE, North 90°00'00" East, with said southerly boundary line of Rancho Desierto Bello Unit Eleven, a distance of 187.50 feet to a point, for a corner of this parcel;

THENCE, North 07°00'00" East, continuing with said southerly boundary line of Rancho Desierto Bello Unit Eleven, a distance of 21.20 feet to a point, for a corner of this parcel;

THENCE, North 07°00'00" East, continuing with said southerly boundary line of Rancho Desierto Bello Unit Eleven, a distance of 21.20 feet to a point, for a corner of this parcel;

THENCE, North 07°00'00" East, with the easterly boundary line of Rancho Desierto Bello Unit Eleven, a distance of 120.00 feet to a point lying in the southerly boundary line of Rancho Desierto Bello Unit One, for a corner of this parcel;

THENCE, North 07°00'00" East, with the southerly boundary line of Rancho Desierto Bello Unit One, a distance of 170.00 feet to a point, for a corner of this parcel;

THENCE, South 70°37'29" East, continuing with the southerly boundary line of Rancho Desierto Bello Unit One, a distance of 35.89 feet to a point, for a corner of this parcel;

THENCE, South 59°58'18" East, continuing with the southerly boundary line of Rancho Desierto Bello Unit One, a distance of 57.00 feet to a point lying at the southeasterly corner of Rancho Desierto Bello Unit One, for a corner of this parcel;

THENCE, North 30°01'42" East, with the easterly boundary line of Rancho Desierto Bello Unit One, a distance of 118.50 feet to a point, for a corner of this parcel;

THENCE, South 59°58'18" East, with the southerly boundary line of Rancho Desierto Bello Unit One, a distance of 29.64 feet to a point lying in the southerly boundary line of CISD Desierto Bello Subdivision, for a corner of this parcel;

THENCE, North 30°01'42" East, with the southerly boundary line of CISD Desierto Bello Subdivision, a distance of 170.56 feet to a point, for a corner of this parcel;

THENCE, South 59°58'18" East, continuing with said southerly boundary line of CISD Desierto Bello Subdivision, a distance of 811.39 feet to a point, for a corner of this parcel;

THENCE, Southwesterly with the arc of a curve to the right and continuing with said southerly boundary line of CISD Desierto Bello Subdivision, a distance of 91.30 feet to the POINT OF BEGINNING; Said curve having a radius of 467.33 feet, a central angle of 111°13'36", and a chord which bears South 54°22'39" East, a distance of 91.15 feet.

Said parcel contains 18.708 Acres (814,942 Square feet) more or less.

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

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C2	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C3	467.33'	91.30'	91.15'	S54°22'39"E	111°13'36"
C4	400.00'	45.84'	45.82'	S03°17'00"W	6°34'00"
C5	564.00'	275.42'	272.69'	S13°59'23"W	27°58'46"
C6	300.00'	99.51'	99.05'	S59°30'08"W	18°00'15"
C7	48.00'	63.41'	58.50'	N02°29'02"E	78°58'33"
C8	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C9	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C10	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C11	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C12	20.00'	31.42'	28.28'	N45°00'00"W	90°00'00"
C13	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C14	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C15	20.00'	31.42'	28.28'	S45°00'00"W	90°00'00"
C16	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C17	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C18	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C19	426.00'	18.17'	18.17'	S01°17'20"W	2°34'40"
C20	426.00'	29.66'	29.66'	S04°34'20"W	9°59'29"
C21	50.00'	24.04'	23.81'	S20°20'26"W	27°32'50"
C22	50.00'	40.10'	39.03'	S37°05'17"W	45°56'53"
C23	50.00'	41.63'	40.44'	N76°05'10"W	47°42'14"
C24	50.00'	46.24'	44.61'	N25°44'36"W	52°58'54"
C25	50.00'	63.04'	58.95'	N36°52'05"E	72°14'28"
C26	30.00'	21.87'	21.20'	S52°17'58"W	41°22'41"
C27	30.00'	13.11'	13.01'	S19°08'19"W	22°02'32"
C28	374.00'	12.36'	12.36'	S05°37'11"W	1°53'38"
C29	374.00'	30.50'	30.49'	S02°20'11"W	4°40'22"
C30	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C31	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C32	590.00'	47.27'	47.26'	S02°17'43"W	4°35'25"
C33	590.00'	55.43'	55.41'	S07°16'54"W	5°22'52"
C34	590.00'	86.97'	86.89'	S19°34'43"W	6°26'46"
C35	20.00'	29.24'	26.71'	N05°05'06"W	63°46'25"
C36	20.00'	33.98'	30.04'	S71°24'57"W	74°15'44"
C37	20.00'	33.98'	30.04'	S71°24'57"W	74°15'44"
C38	538.00'	69.72'	69.67'	S18°58'39"W	72°30'30"
C39	432.00'	65.06'	65.00'	S19°34'46"W	6°37'45"
C40	538.00'	72.29'	72.24'	N02°29'02"E	74°15'44"
C41	432.00'	58.04'	58.00'	S11°24'57"W	74°15'44"
C42	538.00'	71.05'	71.00'	S03°47'00"W	7°34'00"
C43	432.00'	57.05'	57.01'	S03°47'00"W	7°34'00"
C44	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C45	20.00'	31.42'	28.28'	N45°00'00"E	90°00'00"
C46	326.00'	56.90'	56.83'	S55°00'00"W	10°00'00"
C47	432.00'	75.40'	75.30'	S05°00'00"W	10°00'00"
C48	326.00'	51.23'	51.18'	S14°30'08"W	9°00'15"
C49	432.00'	104.76'	104.50'	S16°56'49"W	13°53'38"
C50	20.00'	22.57'	22.44'	N02°29'02"E	74°15'44"
C51	30.00'	14.44'	14.30'	S73°45'50"E	27°35'02"
C52	70.00'	19.69'	19.63'	N79°29'44"W	16°07'13"
C53	70.00'	49.24'	48.91'	N61°17'04"W	40°18'08"
C54	70.00'	45.15'	44.37'	N12°39'21"W	36°57'18"
C55	70.00'	44.89'	44.12'	N24°11'30"E	36°44'25"
C56	30.00'	15.87'	15.69'	S22°24'23"W	30°18'38"
C57	274.00'	58.59'	58.48'	S06°07'32"W	12°15'04"
C58	20.00'	31.42'	28.28'	S45°00'00"E	90°00'00"
C59	30.00'	16.37'	16.09'	N12°27'14"E	35°05'33"
C60	30.00'	16.40'	16.40'	N16°42'34"E	31°19'46"
C61	50.00'	56.89'	53.87'	S56°10'25"W	65°11'22"
C62	50.00'	39.80'	38.75'	N68°25'49"W	45°36'07"
C63	467.33'	22.31'	22.31'	N58°17'51"W	32°55'55"
C64	50.00'	39.49'	38.47'	N23°00'15"W	45°15'00"
C65	467.33'	63.99'	63.94'	N52°42'03"W	75°01'41"
C66	50.00'	39.60'	38.57'	N22°18'13"W	42°27'36"
C67	50.00'	39.27'	38.27'	N67°28'55"E	45°00'10"

LINE	DIRECTION	DISTANCE
L1	N90°00'00"W	80.09'
L2	S90°00'00"E	78.60'
L3	N90°00'00"W	52.00'
L4	N00°00'00"E	191.00'
L5	N90°00'00"E	7.00'
L6	N00°00'00"W	155.50'
L7	N90°00'00"E	187.50'
L8	N00°00'00"E	21.20'
L9	N90°00'00"E	120.00'
L10	N00°00'00"E	235.80'
L11	N90°00'00"E	170.00'
L12	S70°37'29"E	35.89'
L13	S59°58'18"E	57.00'
L14	N30°01'42"E	118.50'
L15	S59°58'18"E	29.64'
L16	N30°01'42"E	170.56'
L17	N00°00'00"E	129.38'
L18	S63°26'00"E	24.00'
L19	N06°34'00"E	109.31'
L20	N00°00'00"E	72.84'
L21	N00°00'00"E	179.00'
L22	N00°00'00"E	58.00'
L23	N00°00'00"E	100.54'
L24	S59°58'18"E	37.80'
L25	S00°00'00"E	37.80'
L26	N00°00'00"E	100.54'
L27	N00°00'00"E	179.00'
L28	N00°00'00"E	24.00'
L29	S00°00'00"E	26.84'
L30	S06°34'00"W	25.36'
L31	N90°00'00"E	11.00'
L32	N00°00'00"E	21.88'
L33	S17°24'49"W	10.30'
L34	N74°38'40"W	25.88'
L35	S00°00'00"E	8.17'
L36	S59°58'18"W	25.60'
L37	N00°00'00"E	14.54'
L38	N43°39'29"E	13.98'
L39	N90°00'00"W	20.00'

AREA TABLE	ACRES	SQ. FT.
RESIDENTIAL	12.484	543,795
RIGHT-OF-WAY	6.225	271,147
TOTAL	18.708	814,942

STREET TABLE	NORTH - SOUTH	EAST - WEST
CACTO PLACE	CLARET CUP PLACE	
ATTICUS PINCH STREET	STAR CACTUS AVENUE	
DESERT CACTUS PLACE	SABIO DRIVE	
FERRO CACTUS PLACE		



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** January 16, 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 one parcel from C-1 (General Commercial) to C-2 (Heavy Commercial); containing approximately 6.634 acres; Being Lot 1, Block 3, Kenazo Estates Unit Two, Town of Horizon City, El Paso County, Texas; South of Eastlake Blvd. and East 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.

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The Planning and Zoning Commission will review the rezoning request on January 15, 2024.

The applicant's request is to rezone the property to C-2 (Heavy Commercial) zoning district to allow for commercial uses currently not permitted or requiring a Specific Use Permit, the proposed uses will provide goods and services needed by the community. Staff recommendation to the Planning and Zoning Commission was approval, based on compatibility with surrounding properties to the west and southwest of the subject property.

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 C-1 (GENERAL COMMERCIAL) TO C-2 (HEAVY COMMERCIAL); CONTAINING APPROXIMATELY 6.634 ACRES; BEING LOT 1, BLOCK 3, KENAZO ESTATES UNIT TWO, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS; SOUTH OF EASTLAKE BLVD AND EAST 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 C-2 (Heavy Commercial) Zoning 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 C-1 (General Commercial) to C-2 (Heavy Commercial) Zoning District within the meaning of the Zoning Ordinance contained in Chapter 14 on the Horizon City Municipal Code, for approximately 6.634 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 \_\_\_\_\_, 2024, 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: 12/12/2023  
Second Reading: 01/16/2024





**TOWN OF HORIZON CITY**  
**Planning and Zoning Commission Staff Report**

**Case No.:** ZRZ23-0001

**Application Type:** **Rezoning**  
**P&Z Hearing Date:** November 20, 2023  
**Staff Contact:** Art Rubio, Planner  
 915-852-1046 ext. 407; [arubio@horizoncity.org](mailto:arubio@horizoncity.org)

**Address/Location:** 460 Kenazo Dr.; South of Eastlake Blvd. and East of Kenazo Dr.

**Property ID No.:**

**Legal Description:** Lot 1, Block 3, Kenazo Estates Unit 2, Town of Horizon City, El Paso County, Texas

**Property Owner(s):** Pebble Hills Plaza, LTD

**Applicant:** Conde Inc.

**Nearest Park:** Horizon Mesa

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

**SURROUNDING PROPERTIES:**

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

**LAND USE AND ZONING:**

	<b>Existing</b>	<b>Proposed</b>
<b>Land Use</b>	Vacant	Commercial
<b>Zoning</b>	C-1	Commercial Development

**Application Description:**

The applicant is requesting to rezone approximately 6.634 of land that is currently vacant. The subject property is currently zoned C-1 (General Commercial) and is proposed to be rezoned as C-2 (Heavy Commercial) to allow for the following uses that would not be permitted on C-1 or would require a Specific Use Permit:

1. Funeral Home (without crematorium)
2. Service station (oil change and minor repair services).
2. Restaurant (deriving more than 75% of Gross Revenue from sale of alcoholic beverages).
3. Recreation and entertainment.
4. Self-storage warehouse.
5. Print and copy shop.
6. Private club/ lodge or meeting hall.

**Notice:**

In accordance with Section 211.007 of the Texas Local Government Code, notices of the November 20, 2023, public hearing for the rezoning request were sent to those property owners within 200 feet of the subject property on October 30, 2023, then posted in the El Paso Times Newspaper on October 30, 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 Multi-Family. There are existing C-2 zoned properties to the west and north of the subject property. Portions of the Multi-Family designated area have transitioned to C-2 zoning district to the north and west of the subject property.

**Staff Recommendation:**

Staff recommends **APPROVAL** of the zone change from C-1 to C-2 in support of a variety of commercial uses proposed as those services and goods are needed in the community. The subject property is located adjacent to a major arterial and compatible C-2 commercial zoning districts to the north, west, and south of the subject property.

**Planning Division Comments:**

If the zone change is approved and the applicant chooses to install a crematorium, approval of a Specific Use Permit would be required.

**Options available to the Planning and Zoning Commission:**

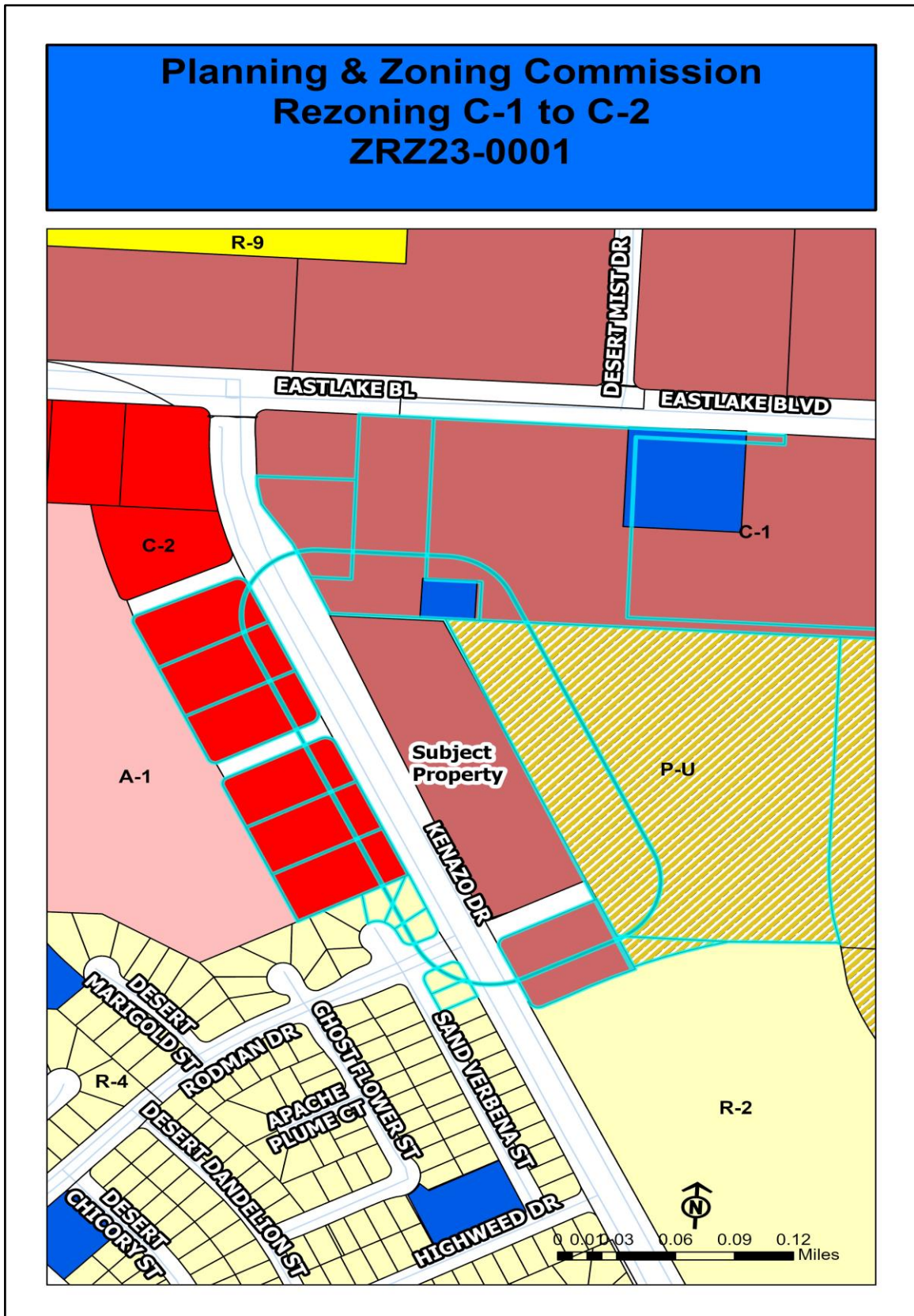
The Planning and Zoning Commission may consider the following options and additional requirements that it identifies when reviewing this Rezoning application:

1. Recommend approval of the request for a rezoning to C-2 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 – Zoning Plan**
- 5 – Plot Plan**
- 6 – Application**

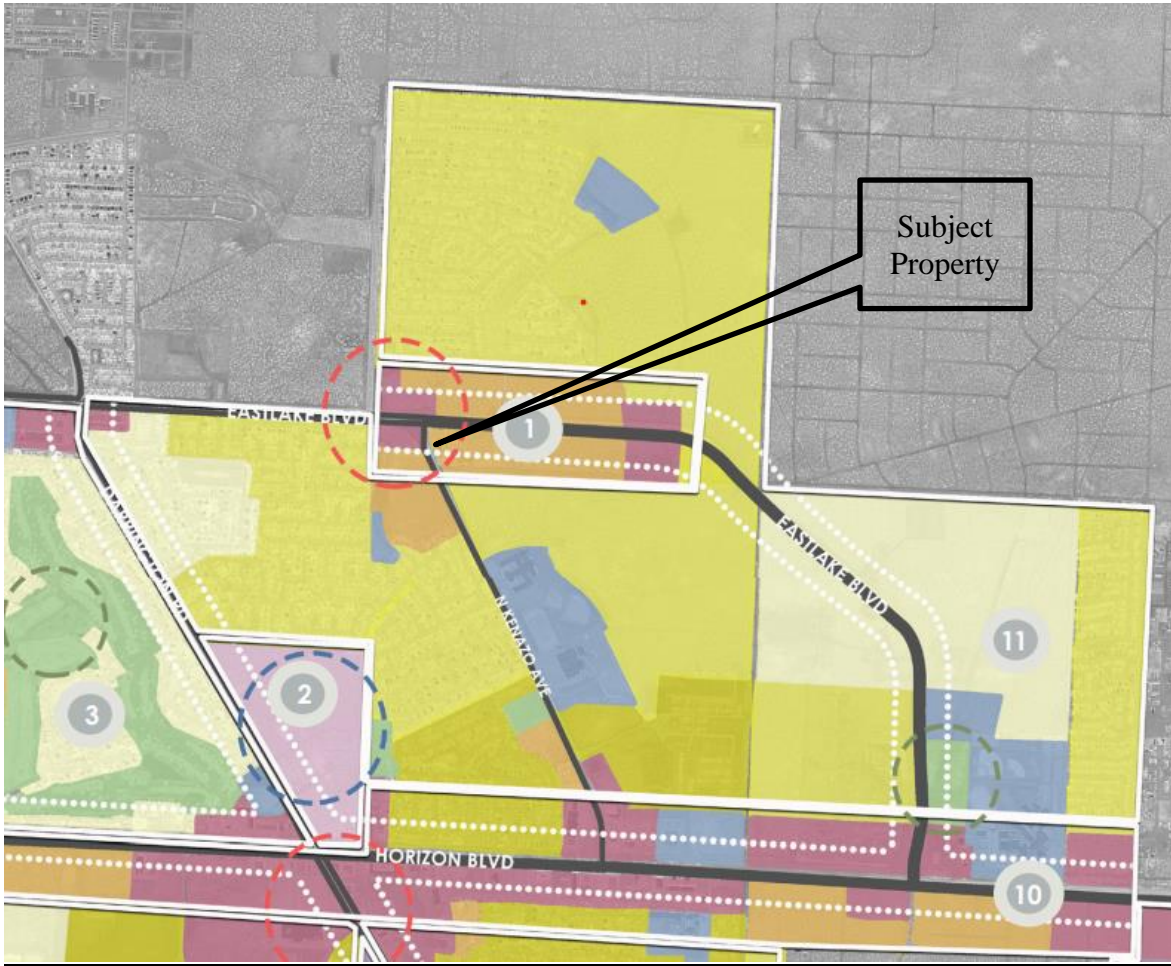
Attachment 1: Zoning Designation



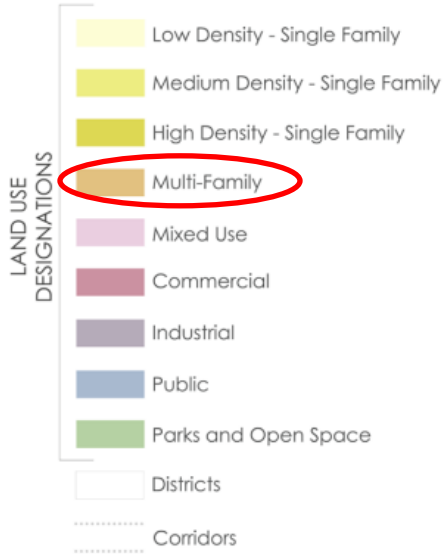
**Planning & Zoning Commission  
Rezoning C-1 to C-2  
ZRZ23-0001**



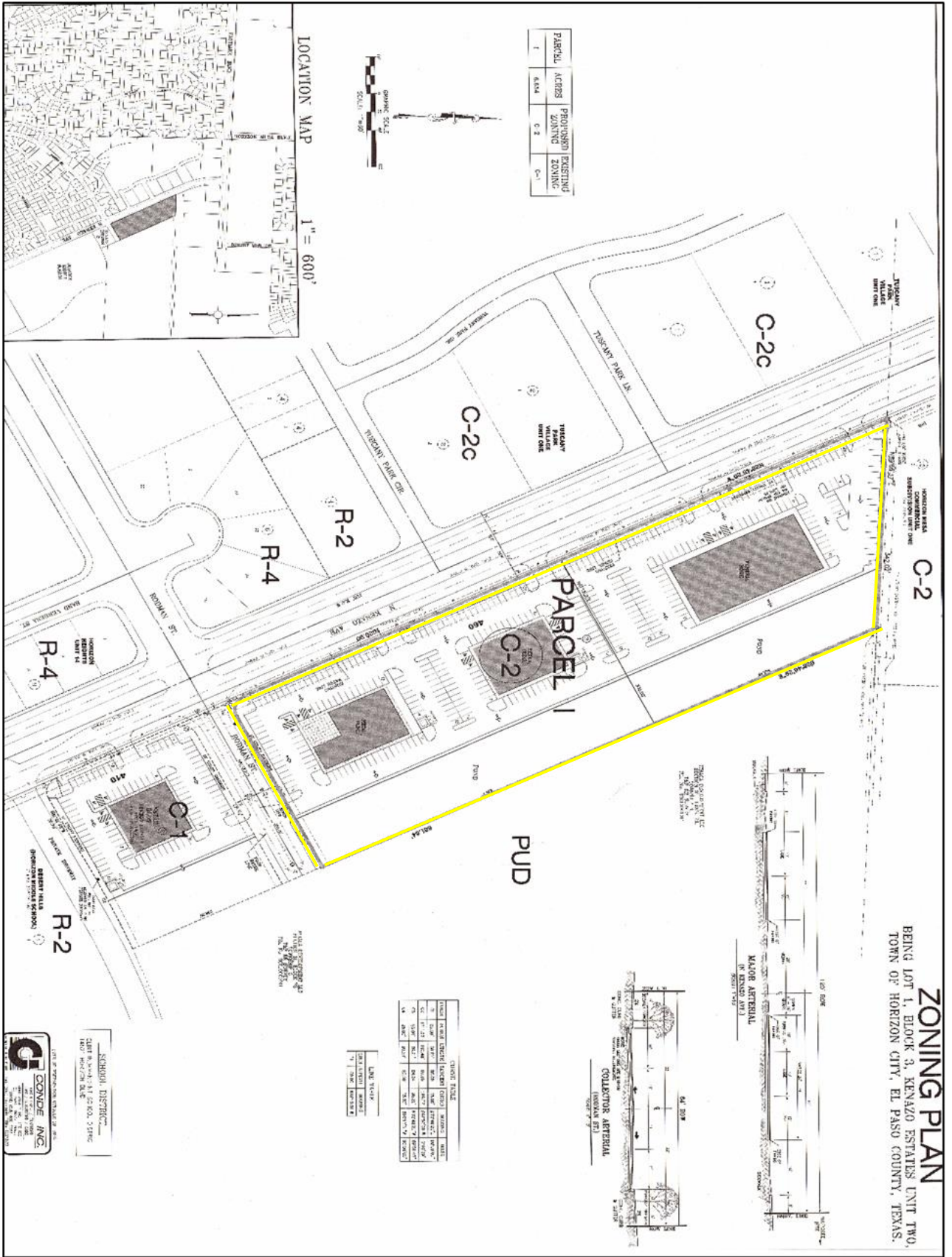
**Attachment 3: Future Land Use Map**



**LEGEND**



**Attachment 4: Conceptual Zoning Plan**





**Attachment 6: Application**



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

**REZONE APPLICATION**

1. Owner of Record: Pebble Hills Plaza, LTD  
420 Montana Ave., El Paso, TX 79902      915-592-0283      cconde@condeinc.com  
(ADDRESS) (ZIP) (PHONE) (EMAIL)

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

6080 Surety Dr., Ste. 100 El Paso, TX 79905 (915) 592-0283      cconde@condeinc.com  
(ADDRESS) (ZIP) (PHONE) (EMAIL)

3. PARCEL ONE  
 Site Address/Location Kenazo Ave.  
 Legal Description: 1      3      Kenazo Estates Unit Two  
(Lot) (Block) (Subdivision Name)

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

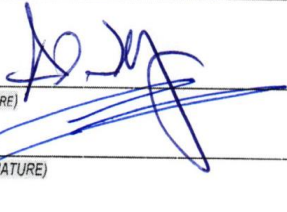
If the legal description of the complete tracts or if plat is not available, attached are the **required** Metes & Bounds Description & survey map(s)?  Yes  No

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

5. Land's Presents Use: Vacant      Zone C-1  
 Land Vacant  Lot size \_\_\_\_\_ Structure  Structure's size \_\_\_\_\_ Last known date the structure was occupied? N/A

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

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

6. Signatures:       Alan Malooly  
(OWNER'S SIGNATURE) (OWNER'S PRINTED NAME)  
 \_\_\_\_\_      Conrad Conde  
(APPLICANT'S SIGNATURE) (APPLICANT'S PRINTED NAME)

**FEE SCHEDULE: (NON-REFUNDABLE)**

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

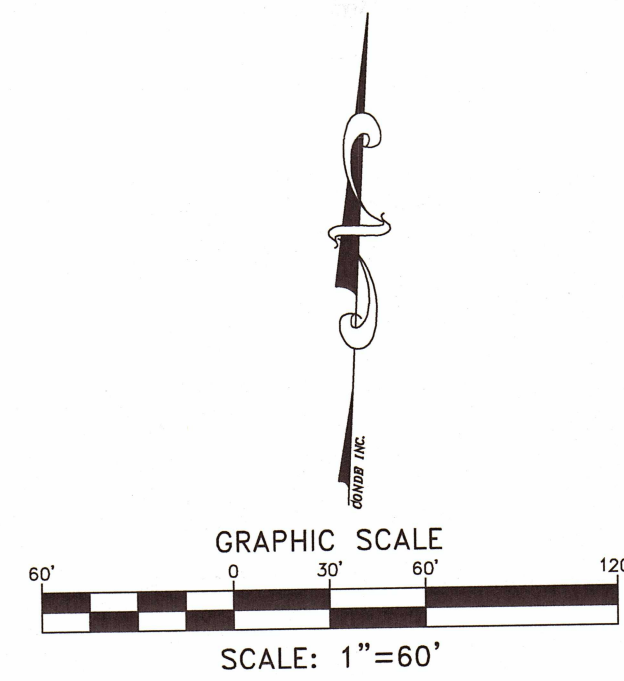
Application & Submittals Due Date: \_\_\_\_\_  
 P&Z Scheduled Mtg. Date: \_\_\_\_\_  
 City Council Scheduled Date: \_\_\_\_\_  
 Application Received By: \_\_\_\_\_  
 Date Application Rec'd: \_\_\_\_\_

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

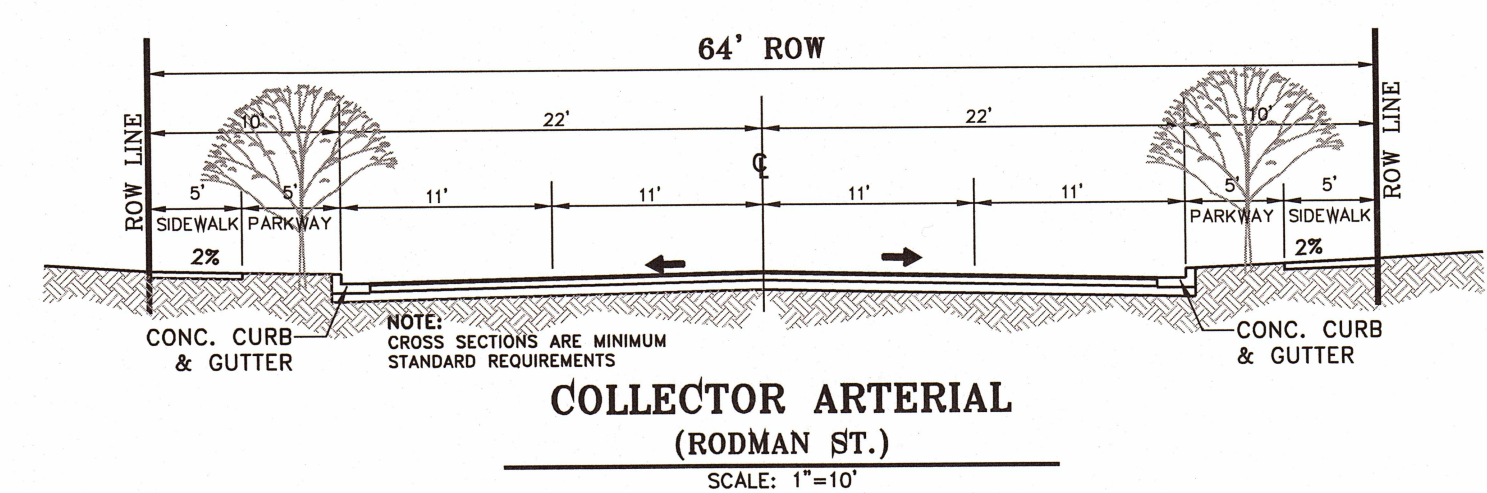
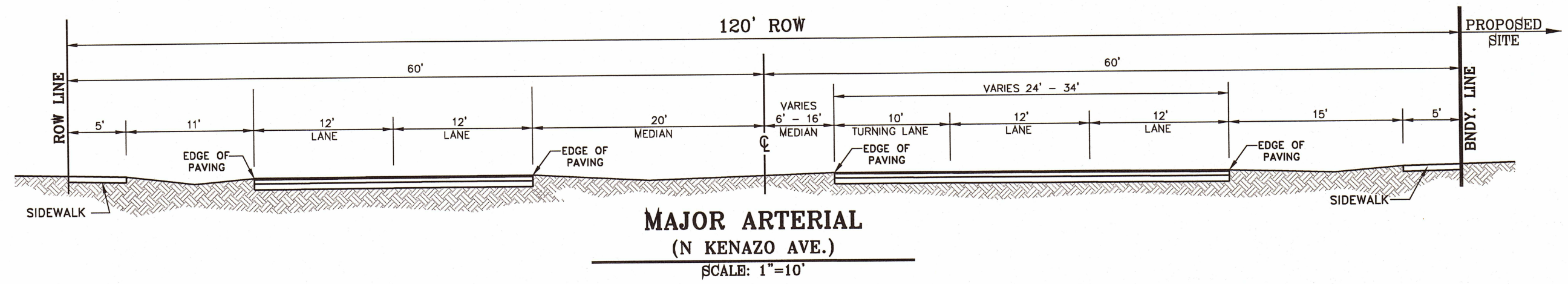
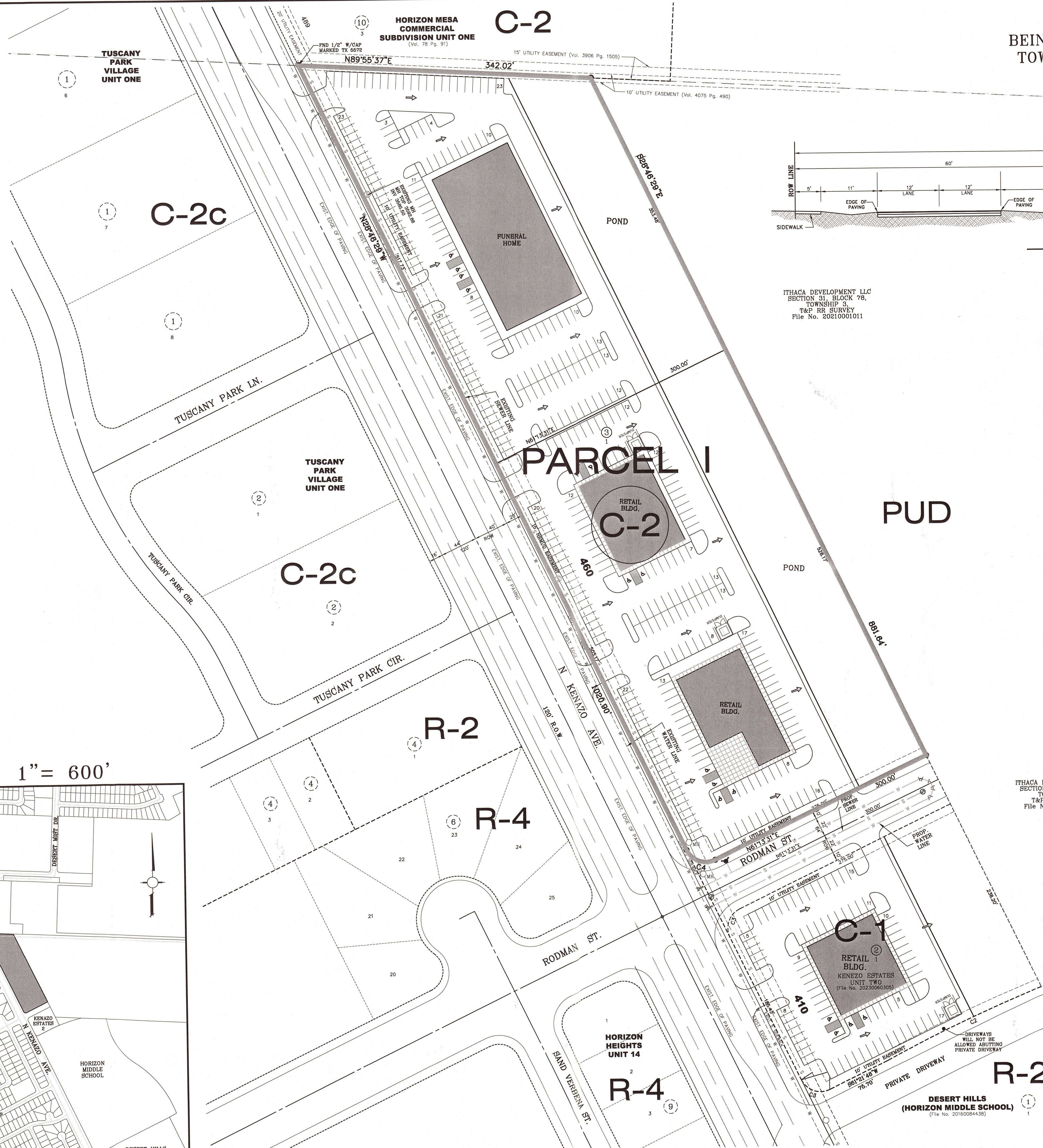
# ZONING PLAN

BEING LOT 1, BLOCK 3, KENAZO ESTATES UNIT TWO,  
TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS.

PARCEL	ACRES	PROPOSED ZONING	EXISTING ZONING
I	6.634	C-2	C-1



LOCATION MAP 1" = 600'



CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	25.00'	39.27'	25.00'	35.36'	S73°46'29"E	90°00'00"
C2	1711.87'	199.48'	99.86'	199.37'	S61°58'00"W	6°40'39"
C3	25.00'	39.21'	24.94'	35.31'	N73°42'20"W	89°51'43"
C4	25.00'	39.27'	25.00'	35.36'	S18°13'31"W	90°00'00"

LINE	LENGTH	BEARING
L1	60.00'	N61°13'31"E

ITHACA DEVELOPMENT LLC  
SECTION 31, BLOCK 7B,  
TOWNSHIP 3,  
T&P RR SURVEY  
File No. 20210001011

SCHOOL DISTRICT  
CLINT INDEPENDENT SCHOOL DISTRICT  
14521 HORIZON BLVD.

DATE OF PREPARATION: OCTOBER 19, 2023

S:\GEVERA\DATA\CV\KENAZO ESTATES 2-ZN.dwg - REZONING, 10/20/2023 1:08:46 PM, C.A. CORTEZ



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** January 11, 2024  
**To:** Honorable Mayor and Members of City Council  
**From:** Teresa Quezada, CIP Manager  
**SUBJECT:** **On a Resolution authorizing the Mayor to sign an Interlocal Local/Project Development Agreement with the Camino Real Regional Mobility Authority for development of the Transit Center Project, described in said Agreement.**

*Teresa Quezada*  
1/11/2024

---

The attached resolution and agreement establish a new partnership between Horizon City and the Camino Real Regional Mobility Authority (CRRMA) where the CRRMA will provide planning services to identify and develop a location for the proposed transit plaza within the Transit Oriented Development area. The planning effort will include public engagement, site analysis, presentation to Council and recommendation for a preferred site. The work is expected to take 150 days; the cost is \$87,838.40. The funding source for this project are ARPA funds as approved by Council in November 2023.

This is the first step in the design efforts for Dilley, Delake and the transit plaza. Identifying the location will allow Horizon City to proceed with any site acquisition, and design of the street infrastructure and transit plaza.

Staff recommends approval.

**RESOLUTION**

**TOWN OF HORIZON CITY**

That the Mayor be authorized to sign an Interlocal Local/Project Development Agreement with the Camino Real Regional Mobility Authority for development of the Transit Center Project, described in said Agreement.

Passed and approved the \_\_\_ day of January 2024

**TOWN OF HORIZON CITY**

By: \_\_\_\_\_  
**Andres Rentería, Mayor**

**ATTEST:**

By: \_\_\_\_\_  
**Elvia Schuller, TRMCP**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
**Sylvia Borunda Firth**  
**Assistant City Attorney**

**INTERLOCAL AGREEMENT**  
**PROJECT DEVELOPMENT AGREEMENT**  
**FOR A TRANSIT CENTER PROJECT**

**THIS INTERLOCAL AGREEMENT** (the Agreement) is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the TOWN OF HORIZON CITY (the Town) and the CAMINO REAL REGIONAL MOBILITY AUTHORITY (the Authority), (collectively, the Parties), for the purposes described herein.

**WITNESSETH:**

**WHEREAS**, the Town is a political subdivision of the State of Texas; and

**WHEREAS**, the Authority is a regional mobility authority created pursuant to the request of the City of El Paso and operating pursuant to Chapter 370 of the Texas Transportation Code (the RMA Act) and 43 TEX. ADMIN. CODE §§26.1 *et seq.* and is a body politic and corporate and political subdivision of the State; and

**WHEREAS**, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

**WHEREAS**, Section 370.033 of the RMA Act permits the Authority to enter into an agreement under which the Authority may acquire, plan, design, construct, maintain, repair, or operate a transportation project on behalf of another governmental entity if the transportation project is located in the Authority's area of jurisdiction or in a county adjacent to the Authority's area of jurisdiction; and

**WHEREAS**, the Town requests the Authority to provide support necessary for the development of a Transit Center Project (the Project), to be located in El Paso County which is within or adjacent to the Authority's area of jurisdiction; and

**WHEREAS**, the Town and Authority now desire to enter into this Agreement to allow for the Authority to complete the services requested by the Town for the Project; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

**I.**  
**FINDINGS**

**A. Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved the Agreement by resolution or order adopted by their respective

governing bodies, and that this Agreement will be in full force and effect when approved by both Parties.

**B. Overview of the Project.** The Town and Authority have agreed to cooperatively develop the Project, due to the mutual benefit to each Party and the benefits to the region's transportation system. The Authority, in coordination with the Town and as more fully enumerated within **EXHIBIT A** to this Agreement, will take such actions as necessary to advance the Project using funds provided by the Town. The Project responsibilities of each Party and the Project budget are more fully enumerated within **EXHIBIT B** and **EXHIBIT C** of this Agreement.

## **II.**

### **DUTIES AND RESPONSIBILITIES OF THE AUTHORITY**

**A. Project Services.** Subject to the terms of this Agreement, the Authority agrees and is hereby authorized to use funding from the Town, or such other lawfully available funds designated from time to time, to provide all or a portion of the funding necessary for the services identified in **EXHIBIT A**.

**1. Timeline for Commencement and Completion of Work.** Commencement of work on the Project shall begin when the Town Representative (as defined in Section IV below) issues a written Notice to Proceed to the Authority for the Project. No later than fifteen (15) days from Authority receipt of a Notice to Proceed, the Authority will initiate the process to commence work on the Project, as more specifically described in **EXHIBITS A, B, and C**. Project-related services, including any applicable phasing of such activities, will be completed in accordance with the schedule developed between the Town and the Authority.

**2. Scope of Work.** Specific elements of the work required for the Project and the responsible party for the performance of such work are set forth in **EXHIBIT B** to this Agreement. Such services will be provided by the appropriate party within the jointly developed schedule referenced in subparagraph II.A.1. above.

**3. Project Budget.** The initial budget for the Project is set forth in **EXHIBIT C** to this Agreement (the Project Budget). The Parties will work together to attempt to minimize the actual costs as reflected in the Project Budget, and in no event shall the cash disbursements by the Authority exceed such Project Budget, absent the written agreement of the Parties.

**B. Authority and Town Cooperation.** The Parties shall cooperate in the development of the Project such that the Project is most effectively and efficiently developed.

**1. Inspections.** The Town and its authorized representatives may observe or inspect all work done and materials furnished for the Project at reasonable times and places. If either Party believes such Project is not being pursued as originally contemplated, the Parties' designated representatives shall meet to discuss appropriate actions to ensure that any defects in the Project or deviations are remedied.

**2. Budget Overruns.** In the event the costs of the Project funded in whole or in part from Town funds exceed, or due to a change in circumstances during development of such Project

are expected to exceed, the amount specified in the Project Budget and other lawfully available and designated funds, the Parties, through their respective designated representatives, will work together to identify the additional funding necessary for the Project. In the event additional funds cannot be identified to address such increased costs, the Parties shall work together to amend the scope of the Project to fit within the available funds or to otherwise address the Project funding shortfall.

**3. Change Order.** When applicable, Change Order shall mean a written order to the Authority's contractor executed by the Authority after execution of the original construction contract between the Authority and that contractor, directing a change in the work to be performed on a Project, and may include a change in the contract price or the time for the contractor's performance or any combination thereof. A Change Order requested by the Authority or its contractor, which would result in an increase in the Project Budget, must be approved by the Town in writing prior to creating an enforceable commitment of Town funds or other lawfully available and designated funds. A proposed Change Order requested by the Authority or its contractor shall be provided to the Town in writing and include detailed justification for the requested change(s). The Authority may approve a Change Order without the approval of the Town if the Authority agrees to pay the increased cost of the Project from its own funding source.

**4. Final Acceptance.** When applicable, the Authority shall notify the Town in writing upon Final Acceptance of the Project or a portion of the Project. Upon Final Acceptance of the Project, or a portion of the Project, the Authority will assign to the Town, or other responsible entity, all contractor warranties, guarantees, and bonds which it possesses with respect to such work and which extend beyond the date of such Final Acceptance. Unless otherwise agreed by the Authority, the Authority shall have no further obligation with respect to such work after Final Acceptance.

**5. Authority Performance Measures.** Some of the services being provided pursuant to this Agreement are an extension of the services being provided to the Authority under agreements with contractors or under consulting agreements with third-party professionals. As such, the Authority shall ensure, through its agreements with such contractors and third-party professionals, that the same performance measures are established and maintained for the performance of the services delivered on the Project pursuant to this Agreement as are applicable to work performed by such contractors and third parties on other Authority Projects. The Authority shall enforce such measures and standards on the Town's and the Authority's behalf, and the Authority shall not agree to modify performance measures, as they may relate to the services contemplated herein, without the prior written consent of the Town.

**C. Reports to the Town.** The Authority shall, at such times and in such form as the Town may reasonably request, furnish periodic information concerning the status of the Project and the performance of the Authority's obligations under this Agreement. To the extent requested by the Town, the Authority shall make an annual report to the Town's Council on the Project. Such annual report shall include information on the current status, including financial details, of the Project and the state of the Authority as a public entity in general.

**D. Accounting.** The Authority shall use diligence to ensure that each distribution of Project funds is for proper and documented expenditures. Complete books and records shall be maintained by the Authority of disbursements for payments required in this Agreement. All such books and records shall be deemed complete if kept in accordance with the Governmental Accounting Standards Board's principles and in accordance with the provisions of the RMA Act. Such books and records shall be available for examination by the duly authorized officers or agents of the Town during normal business hours upon request made not less than five (5) business days prior to the date of such examination. In addition, the Authority shall coordinate with the Town's Auditor's Office to provide information and documentation necessary for the Town to complete its annual books, records and reports for each fiscal year, during which: (1) Project funds are/were distributed for the Project; (2) Project warranties are/were in effect; and/or (3) Project claims are/were outstanding.

**E. Limitations on Project Development.** Notwithstanding anything herein to the contrary, the Authority shall not be obligated to pursue or complete development of the Project if the funds available from the Town together with other lawfully available and designated funds are insufficient to pay all costs associated with the Project and the Town fails to provide additional funding to cover the amount of any such deficiency.

### **III. DUTIES AND OBLIGATIONS OF THE TOWN**

**A. Project Responsibilities of the Town.** The Town shall be responsible for the costs of those responsibilities as enumerated within **EXHIBIT B** to this Agreement, with such payments to be made in accordance with the terms established within **EXHIBIT C**. Once those responsibilities or deliverables have been completed, the Town shall bear no additional costs for completion of the Project, unless specifically included in the Project Budget or in a written amendment of this Agreement approved by the Town.

**B. Financial Obligations of the Town.** Authority financial obligations created hereunder shall be limited solely to Town funds transferred from time to time by the Town to the Authority as required by this Agreement. Except for delivery of the funds enumerated herein, the Town shall have no financial obligation to make any payment, in whole or in part, on behalf of the Authority, unless specifically provided in accordance with the terms of this Agreement, its exhibits or amendments.

**C. Disclosure of Information.** The Town covenants and agrees that it shall cooperate with the Authority to ensure the timely completion of the Project within specified and agreed upon budgets and shall promptly provide the Authority with such information or support as may be necessary for the Authority to satisfy its obligations under this Agreement.

**IV.  
PARTY REPRESENTATIVES AND LEGAL NOTICES**

**A. Party Representatives.** The designated representatives authorized to act on behalf of each party hereto, and the addresses to which notices due hereunder should be directed, are as follows, unless and until either Party is otherwise notified in writing by the other:

**Town:**

Planning Director  
14999 Darrington Road  
Horizon City, Texas 79928

**Authority:**

Executive Director  
801 Texas Avenue  
El Paso, Texas 79901.

**B. Limitations on Town Representative.** Notwithstanding anything contained herein to the contrary, approval of the Project Budget, changes to the funding source(s), change orders that increase the Project Budget, and all amendments to this Agreement shall require the action of the Town's Council.

**C. Legal Notices.** Any and all notices and communications under this Agreement shall be in writing and mailed by first-class mail, or hand delivered, addressed to the following designated officials:

**Town:**

Mayor  
14999 Darrington Road  
Horizon City, Texas 79928  
Cc: Planning Director

**Authority:**

Executive Director  
801 Texas Avenue  
El Paso, Texas 79901

**V.  
TERM AND TERMINATION**

**Term and Termination.** Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in full force and effect until the completion of the services to be provided. Notwithstanding the foregoing, and without limitation on any other remedy identified in the Agreement or available at law or in equity:

**A.** either Party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure of services to be provided in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice; and

**B.** the Parties may mutually agree to terminate this Agreement.

**VI.**  
**GENERAL AND MISCELLANEOUS**

**A. Waiver.** Neither this Agreement nor any of the terms hereof may be waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the waiver or modification shall be sought. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this Agreement, shall operate as a waiver, discharge or invalidation thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy.

**B. Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

**C. Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**D. Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

**E. Venue.** For any and all disputes arising under this Agreement, venue shall be in El Paso County, Texas.

**F. Successors and Assigns.** This Agreement shall bind and benefit the respective Parties and their legal successors, and shall not be assignable, in whole or in part, by any Party hereto without first obtaining the written consent of the other Party.

**G. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

**H. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**IN WITNESS WHEREOF**, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

**TOWN OF HORIZON CITY, TEXAS**

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**ATTEST:**

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**CAMINO REAL  
REGIONAL MOBILITY AUTHORITY**

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Joyce A. Wilson, Chair

**ATTEST:**

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Dorothy M. (Sissy) Byrd  
Treasurer / Secretary

## EXHIBIT “A”

### TRANSIT CENTER PROJECT PROJECT DESCRIPTION

The Authority will provide planning services to support the Transit Center Project. Such services shall include, but not be limited to, those planning services necessary to study, identify, and develop a location for the proposed transit center within the area identified below. The planning services shall include stakeholder and public engagement, through analysis of the Town’s transit oriented development area and development of three (3) draft site locations, with the recommendation of a single preferred alternative. The planning services shall be completed in compliance with Housing and Urban Development (HUD) funding requirements, in recognition that the Town is utilizing HUD funds for the Transit Center Project.



[END OF EXHIBIT]

## **EXHIBIT “B”**

### **DILLEY, DELAKE, AND TRANSIT CENTER PROJECT PROJECT RESPONSIBILITIES**

- 1. PLANNING: Authority**
- 2. DESIGN: None**
- 3. ENVIRONMENTAL PERMITTING: None**
- 4. RIGHT-OF-WAY ACQUISITION: None**
- 5. CONSTRUCTION LETTING: None**
- 6. CONSTRUCTION: None**
- 7. FINANCIAL OBLIGATIONS: Town**
- 8. REPORTING: Authority**
- 9. PERFORMANCE STANDARDS: Authority**
- 10. MARKETING AND PUBLIC OUTREACH: None**
- 11. UTILITY RELOCATION: None**
- 12. OTHERS: None**

[END OF EXHIBIT]

**EXHIBIT “C”**

**DILLEY, DELAKE, AND TRANSIT CENTER PROJECT  
PROJECT BUDGET**

<b>DESCRIPTION</b>	<b>TOTAL ESTIMATED COST</b>	<b>AUTHORITY PAYS WITH TOWN FUNDS</b>	<b>AUTHORITY PAYS WITH OTHER FUNDS</b>
<b>PLANNING</b>	<b>\$ 87,838.40</b>	<b>\$ 0.00</b>	<b>\$ 87,838.40</b>
<b>ROW</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>UTILITY RELOCATION</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>PERMITS &amp; SERVICES</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>ENGINEERING</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>CONSTRUCTION</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>MISCELLANEOUS</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>TOTAL</b>	<b>\$ 87,838.40</b>	<b>\$ 0.00</b>	<b>\$ 87,838.40</b>

NOTES:

1. The table above identifies anticipated uses by the Authority of available funds by category. However, the Authority is not limited in its use of funds by such categories and is expressly authorized to utilize funds from any category in the development of the Project, as needed; provided the Authority coordinates all such uses with the Town.
2. The Authority shall submit monthly invoices to the Town for design and design oversight services rendered by the Authority and its consultants, which shall be paid by the Town within thirty (30) days of receipt. Submittals shall also include status reports in a form and style agreed upon by the Town.
3. The funding category identified as “Planning” includes those activities customarily provided in the completion of the planning efforts requested in this Agreement and expressly include planning services, planning oversight services, and administrative expenses, to include up to 3% for Authority oversight.

[END OF EXHIBIT]

**EXHIBIT A**  
**WORK AUTHORIZATION NO. #63**

**SERVICES TO BE PROVIDED BY THE GEC**

**SCOPE OF WORK**

Our team will provide professional planning services to study, identify, and develop a location to locate the proposed Transit Station. This includes a site visit, meetings with City staff, a thorough analysis of the TOD area, developing three site plan scenarios, and ensuring HUD compliance and reporting.

Our deliverables will include the following elements:

- A. Existing Conditions & Analysis of potential locations.
- B. Review of all regulatory and due diligence processes to include the U.S. Housing and Urban Development (HUD) requirements.
- C. One day Site Visit with Half-Day workshop with Staff.
- D. DRAFT of Three (3) Site Plan Alternatives for the Transit Station location.
- E. Refinement of one (1) preferred location for the Transit Station location.
- F. Technical Report detailing findings. With one (1) round of edits.
- G. Attend one (1) City Council meeting and provide a PowerPoint Presentation.

**WORK PLAN**

**1. EXISTING CONDITIONS & ANALYSIS REVIEW**

The GEC team will gather the data required for the analysis and site plan recommendations, including local area information, roadway characteristics such as number of lanes and traffic signal location, topo maps, utilities location, TIRZ documents, Horizon City Masterplan, TOD Design Guidelines, and parcel data for ownership information. The GEC team will assemble a GIS map with various layers and information prior to beginning the site plan recommendations. Traffic count data is expected to be available for the City, County Public Works Department, and/or the State of Texas. If data is not available (or is obsolete), the GEC will provide, as an additional service, a local Traffic Engineer to conduct sufficient Traffic Counts and Analysis.

This phase of the project also includes the review of all regulatory and due diligence processes. This includes reviewing and vetting with staff, HUD's Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and regulations at 49 CFR Part 24; and other Federal regulations regarding acquisition of Property.

Note on the Analysis Review: This proposal does not include the following items:

- Drainage Study
- Environmental Review
- Traffic Impact Analysis (only if needed as an additional service)
- Soils Testing

GEC will review these documents/studies if provided by City staff. GEC will provide a recommendation of items needed to comply with HUD and other Federal due diligence requirements.

## **2. SITE VISIT & STAFF WORKSHOP**

GEC will provide up to three (3) staff members for a one-day site visit and workshop with City Staff. GEC will organize the site visit and half-day workshop for staff. During this workshop, we will meet with the City staff to gather more information and data. The workshop will also include emphasis on the potential space programming for the Transit Center and discussion about the adjacency of the City Hall building. We will use this preliminary program to right size and position the site plan elements accordingly.

## **3. DRAFTING THE SITE PLAN ALTERNATIVES**

Based on the information gathered through our research and interviews with staff, GEC will draft three (3) site plan alternatives for Transit Center. Using best practices in sustainable design and our expertise in designing civic facilities we will lay out the desired improvements in three site plans for review. The site plans will include three-dimensional illustrations showing the massing and placement of the building but will not include architectural renderings of building design styles or elements.

The drafts of these three site plan alternatives will be presented to the City staff for review prior to finalizing preferred alternative.

## **4. REVIEW AND COMMENT INTEGRATION**

During this phase we will meet with the City to select a preferred alternative. This phase will also include a Quality Control/Quality Assurance with staff to ensure compliance with HUD & other Federal requirements for property acquisition, prior to finalizing the preferred alternative.

## **5. TECHNICAL REPORT & FINAL DELIVERABLE**

The final deliverable will include a Technical Report outlining the project findings, narrative summary of the final preferred alternative, and other pertinent information. City staff will be provided a DRAFT report prior to becoming final. This task includes one (1) round of edits.

The report will include a list of parcels (with owner information) that will be required for acquisition.

## **6. CITY COUNCIL PRESENTATION**

GEC will attend one City Council meeting to present the project, progress, and preferred alternative. This deliverable will include a PowerPoint presentation.

## **7. ADDITIONAL SERVICES**

Community Outreach: GEC will organize a community open house to present the three site plan alternatives and gather feedback from the community. This process can assist with vetting the three site plans prior to finalizing the recommended alternative.

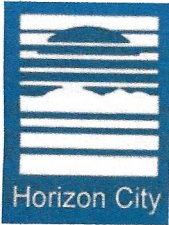
Traffic Count Analysis: In the event that the Traffic Count data is unavailable or obsolete, GEC will utilize a local traffic engineering firm to conduct sufficient data/traffic analysis for the project.

**TIMELINE**

GEC proposes to complete the scope of work within 150 calendar days from Notice to Proceed. The following is a tentative timeline. A more detailed schedule will be provided prior to execution of the agreement.

- 1. EXISTING CONDITIONS & DOCUMENT REVIEW: 1<sup>st</sup> Month (30 Days)**
- 2. SITE VISIT & STAFF INTERVIEWS/PROGRAMMING WORKSHOP: 2<sup>nd</sup> Month (60 Days-Cumulative)**
  - Includes Staff Interviews.
  - Begin Drafting Site Plans.
- 3. FINALIZE DRAFTING THE SITE PLAN ALTERNATIVES: 3<sup>rd</sup> Month (90 Days-Cumulative)**
  - Includes submitting a Draft for Review to City staff at the end of the 90 days.
- 4. REVIEW AND COMMENT INTEGRATION: 4<sup>th</sup> Month (120 Days-Cumulative)**
  - Staff review and comments will be incorporated into this phase.
- 5. FINALIZE DELIVERABLES & CITY COUNCIL PRESENTATION: 5<sup>th</sup> Month (150 Days-Cumulative)**
  - Final project deliverables will be provided to the City.
  - City Council Presentation

**[END OF EXHIBIT]**



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** January 11, 2024  
**To:** Honorable Mayor and Members of City Council  
**From:** Teresa Quezada, CIP Manager *Teresa Quezada 1/11/2024*  
**SUBJECT:** **On a Resolution accepting the real estate acquired by the Camino Real Regional Mobility Authority on behalf of the Town of Horizon City for the N. Darrington Road Reconstruction Project.**

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The attached resolution and property listing identify the parcels purchased by the Camino Real Regional Mobility Authority (CRRMA) on behalf of the Horizon City for the pond to be constructed through the N. Darrington Reconstruction Project. One of the property rights is a temporary construction easement that allows the project contractor to utilize the property as the storm sewer line into the pond is installed from N. Darrington right-of-way.

As per the Interlocal Agreement between Horizon City and the CRRMA, the CRRMA purchased the parcels following federal requirements. Through this resolution, the City Council accepts the real estate.

Two other easements at Darrington and Pawling are pending and will be brought to the City Council once the easements have been finalized.

Staff recommends approval.

**RESOLUTION**

**TOWN OF HORIZON CITY**

That the Town of Horizon City accepts the transfer of the real estate interests (fee and easement) described on Exhibit “A” attached hereto and incorporated herein by reference from the Camino Real Regional Mobility Authority;

That the Mayor be authorized to sign all documents necessary to complete the transfer; and

That the staff is authorized to expend the funds necessary to record all the transfer documents and purchase title insurance.

Passed and approved the \_\_\_ day of January 2024

**TOWN OF HORIZON CITY**

By: \_\_\_\_\_  
**Andres Rentería, Mayor**

**ATTEST:**

By: \_\_\_\_\_  
**Elvia Schuller, TRMCP**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
**Sylvia Borunda Firth**  
**Assistant City Attorney**

## **EXHIBIT “A”**

### **Deeds From RMA**

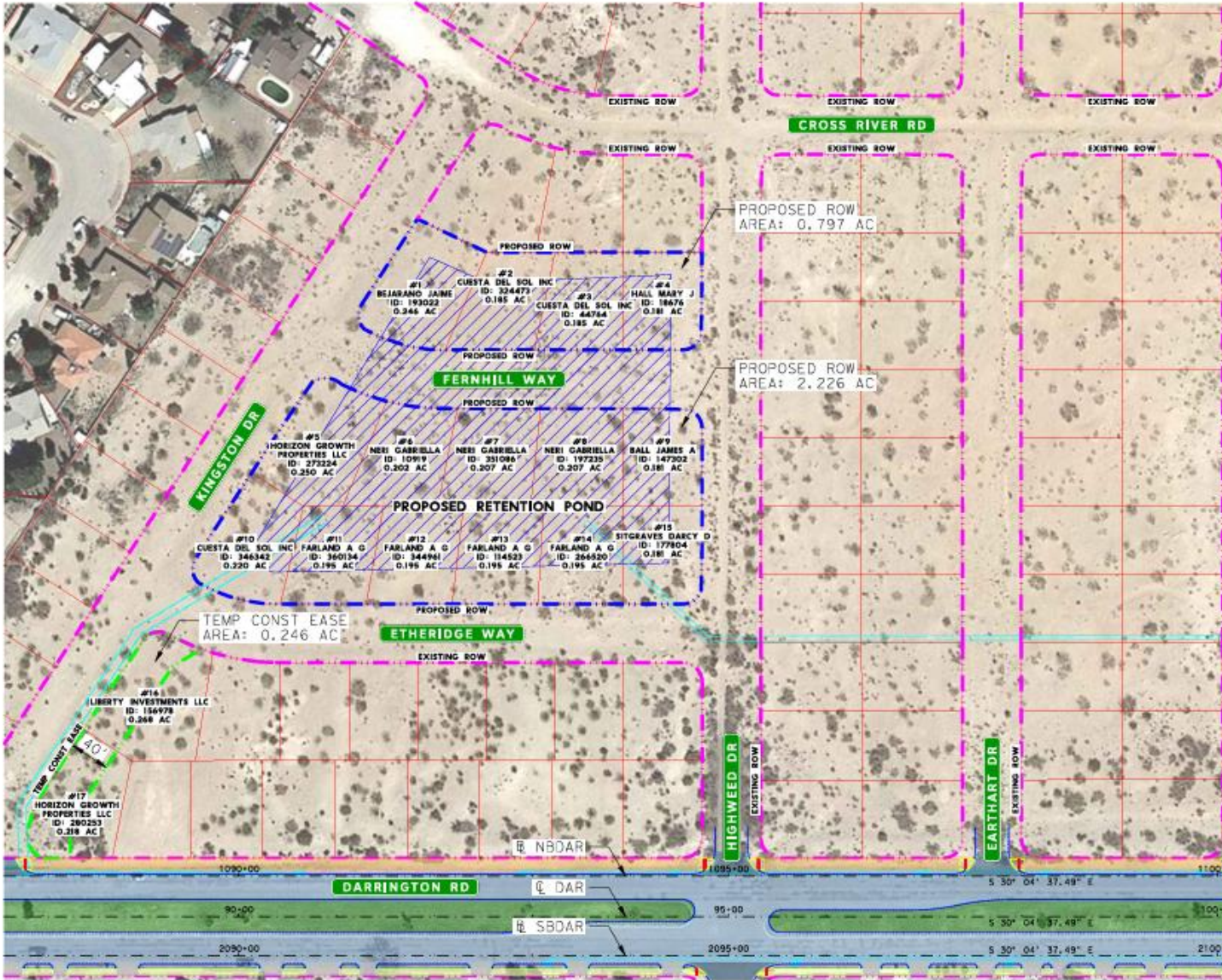
1. Lot 4, Block 8, Horizon Country Club Estates Unit One, as Recorded in Book 27, Page 21, El Paso County Plat Records, El Paso County, Texas.
2. Lots 2 and 3, Block 8, and Lot 6, Block 7, Horizon Country Club Estates Unit One as Recorded in Book 27, Page 21, El Paso County Plat Records, El Paso County, Texas.
3. Lot 1, Block 8, Horizon Country Club Estates Unit One, as Recorded in Book 27, Page 21, El Paso County Plat Records, El Paso County, Texas.
4. Lot 7, Block 7, Horizon Country Club Estates Unit One, as Recorded in Book 27, Page 21, El Paso County Plat Records, El Paso County, Texas.
5. Lot 1, Block 7, Horizon Country Club Estates Unit One, as Recorded in Book 27, Page 21, El Paso County Plat Records, El Paso County, Texas.
6. Lot 11, Block 7, Horizon Country Club Estates Unit One, as Recorded in Book 27, Page 21, El Paso County Plat Records, El Paso County, Texas.
7. Lot 10, Block 6, Horizon Country Club Estates Unit One, as Recorded in Book 27, Page 21, El Paso County Plat Records, El Paso County, Texas.

### **Temporary Construction Easement**

1. Lot 9, Block 6, Horizon Country Club Estates Unit One, as Recorded in Book 27, Page 21, El Paso County Plat Records, El Paso County, Texas.

# Town of Horizon City

## N. Darrington Reconstruction Project ROW Acquisition



SEE MATCH LINE ON SHEET 2



HORZ 0' 50' 100'

SCALE IN FEET

**LEGEND**

- PROPOSED ROW
- HORIZON CITY EXISTING ROW
- TEMPORARY CONSTRUCTION EASEMENT
- PROPERTY LINE
- / / / / PROPOSED RETENTION POND
- PROPOSED STORM DRAIN
- PROPOSED CURB AND GUTTER

**PRELIMINARY**

FOR REVIEW ONLY  
NOT FOR CONSTRUCTION, BIDDING,  
OR PERMIT PURPOSES

**JMT**  
TMS FIRM REG. NO. F-16341

ENGINEER: ROBERT J. RAMON  
P.E. NO. 111661 DATE: 12/17/2023

**JMT**  
TMS FIRM REG. NO. F-16341

Texas Department of Transportation

**DARRINGTON RD  
ROW ACQUISITION  
AND CONSTRUCTION EASEMENT**

**EXHIBIT**

SCALE: 1" = 100'	SHEET 1 OF 2
DESIGN: JMT	FEDERAL AID PROJECT NO.:
CHECK: JMT	COUNTY: DARR RD
DATE: TEXAS	SECTION: JWB
CONTROL: ELP	SHEET NO.:
DATE: 0924	NO. 1

# Town of Horizon City

## N. Darrington Reconstruction Project ROW Acquisition

**RESOLUTION**

**Town of Horizon City Council**

**WHEREAS**, the **Town of Horizon City 4B Economic Development Corporation** (“**EDC**”) a Texas corporation organized and existing pursuant to Chapter 501 and 505 of the Texas Local Government Code known as the Development Corporation Act is authorized to contract for goods and services to fulfill the mission of the EDC.

**WHEREAS**, the EDC desires to redesign its website to create a dynamic and engaging online presence that allows for easy content management and maintenance; and

**WHEREAS, Bright Sol Tech (“Bright Sol Tech”)** is registered with Education Services Center (ESC) - Region 19 (Allied States Cooperative) and has the expertise and resources necessary to create a website that will allow Horizon City EDC to have an online presence and enables Horizon City EDC to modify content at will.

**NOWTHEREFORE**, the Town of Horizon City Council authorizes the Executive Director of the Horizon Economic Development Corporation to sign a **Contract for Services** with Bright Sol Tech attached to this Resolution.

Approved the \_\_\_\_\_ day of January, 2024 at a duly held meeting of the Town of Horizon City Council.

**Town of Horizon City Council**

By: \_\_\_\_\_  
**Andy Renteria, Mayor**

**ATTEST:**

By: \_\_\_\_\_  
\_\_\_\_\_  
**Elvia Schuller, TRMC**  
**City Clerk**

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
\_\_\_\_\_  
**Sylvia Borunda Firth**  
**Assistant City Attorney**

# HORIZON CITY EDC WEBSITE REDESIGN

by Bright Sol Tech El Paso Inc.



**BY**  
Bright Sol Tech

100



**PROPOSED TO**  
Horizon City EDC

# Summary

<b>Client:</b>	Horizon City EDC	<b>Project Title:</b>	Website Redesign
<b>Address:</b>		<b>Project Manager:</b>	Robert Arellano robert@brightsoltech.com
<b>Contacts:</b>	<b>Rafael Arellano</b> <b>Eduardo Garcia</b>	<b>Author:</b>	Robert Arellano
<b>Email:</b>	<a href="mailto:rarellano@horizonedc.com">rarellano@horizonedc.com</a> <a href="mailto:egarcia@horizonedc.com">egarcia@horizonedc.com</a>	<b>Created:</b>	October 16, 2023
		<b>Revised:</b>	November 1, 2023

Thank you for considering Bright Sol Tech for this project. We are dedicated to providing exceptional service and delivering top-quality technology solutions that exceed our client's expectations.

Our approach to software development is based on a refined, proven process that has helped numerous projects achieve success. We specialize in agile development, using a phased project approach to minimize cost and risk. We believe in working in small, experienced teams to increase efficiency and productivity. Our commitment to best practices ensures that we always do things the right way.

Our ultimate mission is to provide you with the best possible technology solutions. We believe that our experience, expertise, and approach make us an ideal partner for your project.

Thank you again for considering our proposal. Please do not hesitate to contact us if you have any questions or would like to discuss the project further.

Robert Arellano  
Vice President

# Introduction

## Project Overview

Horizon City EDC aims to create a dynamic and engaging online presence that allows for easy content management and maintenance. Horizon City EDC has expressed the desire to have a website that caters to both local businesses and companies on a national and international scale. Bright Sol Tech will create a website that meets these objectives and enables Horizon City EDC to modify content at will.

# Solution and Deliverables

## Overview

1. **Website Redesign:** Website redesign that will enhance online presence. This project will include a fresh and modern design that aligns with business goals.
2. **Content Management:** We will provide the ability to easily manage the website's content, including the integration of videos and events on relevant pages. This will empower you to maintain a dynamic and engaging website independently.
3. **Website Maintenance:** To ensure the website remains up-to-date and functional, we service the website and cover ongoing updates, security enhancements, and any necessary technical support.
4. **Marketing Support:** We can collaborate with Baracuda Marketing to generate content, graphics, and videos that align with your branding and promotional strategies.

## Design

Bright Sol Tech will propose a new website design based on Horizon EDC's requirements and input. After the first draft is created Horizon EDC will have two rounds of revisions before the design is finalized.

### Current design input:

- Home/main page page should
  - Be minimalist with our HEDC logo
  - Include contact info
  - Include a moving background image of the city
  - Include testimonials
  - Include a "topic buttons"
- Our main goal is to be more business-focused
- Use the Frisco EDC website as design inspiration

## Pages and Components

### Site Selectors

1. Available Lands
  - a. Brochures and Descriptions of all available Greenfield and Significant Warehouse Spaces
2. Tax Information
  - a. Tax Rates
3. Consumer Market
  - a. Reports from the Retail Coach
4. Labor Market
  - a. Description & Demographics of Available Labor Market
5. Incentives
  - a. General Strategic Policy & Application
  - b. Infill (Rebuild) Policy & Application
  - c. TOD (Reimagine) Policy & Application
6. Schools
  - a. Description of All Schools and Regional Colleges/Universities
7. Interactive GIS
  - a. Link to Planning GIS Files

### Small Businesses

1. Business Community Profile
  - a. General Description of Locally Registered businesses (List?)
  - b. Videos of Local Businesses
2. Training and Education
  - a. Links to Our Grant Training Videos & SBDC Site
3. Financing
  - a. Description and Link to our Finance Partners
4. Incentives & Programs
  - a. Infill (Rebuild) Policy & Application
  - b. TOD (Reimagine) Policy & Application
  - c. Review of Small B Grants (Videos and Narrative)
5. Employment and Training
  - a. Links to our Employments and Workforce Partners
6. PEO Services
  - a. Links and Descriptions of our PEO Partners

## Data & Research

1. Community Demographics
  - a. Basic US Census Demographic Description
2. Consumer Market
  - a. Reports from the Retail Coach
3. Gap Analysis
  - a. Include the Gap Analysis Reports from HDL
4. Future Growth
  - a. Include our Estimates and Future Housing Maps

## About Horizon City

1. Description of City
  - a. Narrative of City History
  - b. City Council Description
  - c. Key Facilities
  - d. Significant Planned Projects (Regional Sports Park, TOD)
2. The Horizon Economic Development Corporations (HEDC)
  - a. Description of the HEDC, our Functions, Staff, and Board of Directors
3. News & Press + Accolades
  - a. Include all Good news, Accolades, and Community Events
4. Contact Us
  - a. Our Detailed Contact Information

## Dynamic Components

After the design is created, Bright Sol Tech and Horizon EDC will work to define up to 5 pages that include sections and components that will be dynamic and editable through the Content Management System.

## Access to third-party platforms

Bright Sol Tech will give access and support to the following third-party platforms.

- Website Content Management System (Webflow)
- Website Analytics (Google Analytics)

## Multilingual Website (Localization)

The website will be created in two languages, English (default) and Spanish. Additional languages can be added at any time in the future.

Multilingual support will translate all static pages, all CMS items, images, and alt text. Translations are based on machine-powered translation with the option to translate any piece of content manually for more granular control.

**Note:** This Scope of Work is subject to revisions and updates based on project progress and requirements.

## Issues and Bugs

### Initial Bug Fixing Period: First Two Weeks

Upon the release of the website, Bright Sol Tech will provide an initial bug-fixing period of two weeks. During this critical time frame, we will allocate our technical resources to promptly address and rectify any major bugs or issues that may arise. We understand that the early stages of deployment are crucial for identifying and resolving any unforeseen challenges that might impact the website's functionality.

It is essential that the client engages in thorough testing of the application during this initial two-week period. This phase allows for comprehensive testing to uncover any major bugs that might not have been detected during our internal testing processes. We strongly encourage the client to rigorously test all aspects of the application, including its core functionalities, user interfaces, and interactions, to ensure that any critical issues are identified and reported within this timeframe.

### Post-Initial Bug Fixing Period: Support and Maintenance Agreement

After the initial two-week bug fixing period, any minor bugs that may arise will be covered under the terms of our support and maintenance agreement. This agreement outlines the terms and conditions under which Bright Sol Tech will continue to provide technical assistance and address minor issues that may arise.

# Timeline / Schedule

At Bright Sol Tech, we understand that time is of the essence when it comes to your web development project. We are committed to delivering a high-quality product that meets your needs and exceeds your expectations, while also adhering to a realistic and achievable timeline.

Based on the specifications outlined in this proposal, we have developed an estimated timeline for the project. Please note that this is a tentative timeline and may be subject to change based on a variety of factors, such as changes to the project scope or unforeseen technical challenges.

We will work closely with you throughout the project lifecycle to ensure that the project is completed on time and within budget, and we will provide regular updates on the project's progress to keep you informed of any changes to the timeline.

---

<b>Week 0</b>	Client approval	
<b>Week 3</b>	Cycle 1	
<b>Week 6</b>	Cycle 2	
<b>Week 7 &amp; 8</b>	Client review and testing - Fixing any issues	

# Ongoing Costs

## Overview:

Ongoing costs for this project will be \$1,600/year or (\$133.33/month) for the ongoing services and expenses for your project. This covers support, maintenance, and software resources. Details are provided below.

## Support and Maintenance

Bright Sol Tech will maintain and support the application based on an annual contract at **\$63/month**. Any significant changes are outside the scope of this maintenance agreement and will be deemed as additional work.

### Services

Maintain the site functionality (fix any bugs or issues)

Security Audits and patches

Third-Party Code Upgrades

Backups

Upgrading database and server resources when necessary

Minor modifications and upgrades

### **Total**

(Average of 5-6 hours/ month)

**\$63/month**

## Resources (software tools and web services needed)

Server costs adjust per project depending on the amount of traffic and storage that is preconceived. The estimated numbers can fluctuate based on data storage and application usage. Bright Sol Tech will manage the security, uptime, and performance of the website.

<b>Tool/Web Service</b>	<b>Estimated Monthly Cost</b>
Hosting CMS Website	\$40
Domains	\$0
Uptime and performance monitoring	\$10
Multilingual support for 1 additional language (Spanish)	\$20
<b>Total</b>	<b>\$70/month</b>

# Project Costs

The estimated budget below is based on the specifications provided and the features described above. We offer two options on how to move forward with this project.

Description	Estimated Total Cost
Website Redesign + Content Management System	<b>\$7,660</b>
Ongoing Costs for 2 years (Support + Maintenance + Resources)	<b>\$3,200</b>
<b>Total</b>	<b>\$10,860</b>

## Texas State Taxes May Apply

There is a possibility of Texas state taxes applying to your invoices. When conducting business or making a purchase within the state of Texas, there is a chance that certain taxes imposed by the state government will be levied.

1. **Texas State Taxes:** Texas imposes various taxes on different transactions and activities, including sales tax, franchise tax, property tax, and others. The specific tax being referred to in the statement may vary depending on the context or the type of transaction being conducted.
2. **Applicability:** The statement suggests that these taxes may apply, implying that they are not automatically applied to all transactions. The applicability of taxes can depend on factors such as the nature of the transaction, the location of the buyer or seller, the type of goods or services involved, and any exemptions or thresholds set by the tax authorities.
3. **Tax Calculation:** The tax is levied on 80% of the invoice. This means that the tax amount will be calculated based on 80% of the total value mentioned in the invoice. The remaining 20% is presumably not subject to the tax being referred to.
4. **Calculation Example:** Suppose the invoice total is \$1,000. The tax would be calculated based on 80% of this amount, which would be  $\$1,000 * 80\% = \$800 * 8.25\% = \$66$ .

## Payment Options

We offer flexible payment options to make the invoicing and payment process as smooth and convenient as possible. Invoices will be issued at the end of each billing cycle, and we accept payment by check or ACH bank transfer.

For your convenience, we also offer the option to pay by credit card with added processing fees. If you prefer to pay by credit card, we will coordinate the payment process.

## Payment Terms

The projected payment schedule provided below is intended to give you an approximate timeline for the payment milestones associated with your project. Please note that this is a tentative schedule and may be subject to change in terms of the payment amount and/or the timeline.

If you have any questions or concerns regarding the payment schedule we will work with you to ensure that the payment schedule is structured that works best for your needs and budget.

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<b>Week 0</b>	Proposal Acceptance	\$1,915
<b>Week 3</b>	Cycle 1 completion	\$1,915
<b>Week 6</b>	Cycle 2 completion	\$1,915
<b>Week 8</b>	Project completion	\$1,915

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# Terms of Agreement

## Warranty

Bright Sol Tech guarantees that the final deliverables will meet the requirements and specifications outlined in this document. If the final deliverables do not meet these specifications, Bright Sol Tech will work to rectify any issues or discrepancies as quickly as possible to ensure that the client is satisfied.

## Amendment and Entire Agreement

Any changes or amendments to this agreement must be made in writing and signed by both parties. This agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings, whether oral or written, related to the subject matter of this agreement. By signing this agreement, both parties acknowledge that they have read, understood, and agreed to the terms and conditions outlined in this document. This agreement represents a legally binding contract between the parties and serves to protect the interests of both parties.

# Signoff & Acceptance

We at Bright Sol Tech are excited about the opportunity to work with you on this project. We appreciate your consideration of our proposal and are committed to delivering a high-quality product that meets your needs and exceeds your expectations.

Our team of experienced professionals is dedicated to providing reliable service and support throughout the entire project, and we welcome any questions or concerns that you may have. We are committed to clear and transparent communication with our clients and will work closely with you to ensure that all aspects of the project are executed to your satisfaction.

We have made every effort to ensure the accuracy and completeness of our proposal, and we are confident that it reflects our understanding of your needs and objectives. However, we understand that there may be further questions or details that require clarification, and we welcome the opportunity to discuss these further with you.

Thank you again for considering Bright Sol Tech for your project. We are committed to delivering exceptional results and providing a positive experience for all of our clients.

## Acceptance

Bright Sol Tech  
4228 Hampshire Lane  
El Paso, TX 79902

Horizon City EDC

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Appendix

## Our Development Process

We follow a proven software development process, which involves iterating through each project phase. Our approach ensures that we deliver high-quality software solutions to our clients, and each phase is carefully planned and executed to achieve project goals efficiently.

### Discovery

Work closely with your team to define the goals and objectives of the project and gain a deep understanding of the problems the project is trying to solve.

During the discovery phase, we will engage in a series of discussions and meetings with your team to identify what needs to be built and what doesn't, as well as to define what success looks like for your project. Our team will use our extensive experience and expertise to provide insights and recommendations that can help to ensure that your project achieves its goals and meets your expectations.

#### Deliverables

- Define goals
- Define objectives
- Define priorities
- Define success metrics
- Define user stories
- Identify technical requirements

### Information Architecture

During this phase, we will work closely with your team to identify the end-user needs and develop the navigational systems, user interface design, and functionality that are most appropriate for your target audiences.

Our experienced team of designers and developers will work together to shape a user interface that is both compelling and user-friendly. We will conceptualize how the application will work, how it

#### Deliverables

- Mockups
- User flow diagrams
- Create user story test cases for QA
- Create regression test checklist for QA

will be organized, what user functions will be available, and how users will find what they are looking for.

We will also create test checklists for quality assurance (QA). These checklists will be based on user stories and the overall desired functionality of the application.

## Planning

During this phase, we will set up a project management tool and invite your team to collaborate with us. We understand the importance of transparency and communication, which is why we will work closely with you to ensure that everyone is on the same page throughout the project.

Based on our discussions and understanding of the project goals and objectives, we will create a detailed timeline that breaks down the project into three-week cycles. This allows us to track progress and make adjustments as necessary, ensuring that we stay on track and meet our milestones.

### Deliverables

- Setup project management software
- Define phase
- Define phase cycles

## Setup

During the setup phase, we take the time to ensure that all necessary components are in place to support the development process.

After discussing your project requirements and goals, we choose the best tech stack to fit your needs. We consider factors such as scalability, security, and ease of use to select the most appropriate technology for your project.

We set up a version control system, typically using Git and Github, to ensure that all code changes are

### Deliverables

- Choose tech stack
- Create and set up web app
- Setup version control
- Setup and configure staging and production servers
- Define the development process

tracked and properly managed. This allows us to collaborate effectively and ensures that changes are properly reviewed before being implemented.

We also acquire and configure staging and production servers, setting them up for continuous integration and deployment. This ensures that the development process is streamlined and efficient, allowing us to deliver high-quality code in a timely manner.

Finally, we define and document the development process for our developers. This ensures that everyone is on the same page and that we are following established best practices throughout the project. We understand that a well-defined process is essential for success, and we take the time to ensure that everything is set up properly from the start.

## Design

The design phase is where we focus on creating a visually compelling and user-friendly project. Our team will work with you to define the essential aesthetic components, including layout, color, photography, and typography. We'll collaborate closely with your team to ensure that the design aligns with your business, marketing, and user objectives.

## Deliverables

- Design concept
- Prototype

## Development

During the development phase, we break down the user stories and application requirements into functional components that we develop in three-week cycles. At the end of each cycle, we'll present our progress to you for review and refinement. Based on your feedback, we'll adjust tasks and priorities for the subsequent cycles to ensure that we're on track to meet your goals. Our team will work closely with you throughout the development process to ensure that we're delivering the features and functionality that your users need.

### Deliverables

- Functionality and logic of the application in 2 or 3-week cycles

## QA and Release

Our QA team ensures the application meets the highest quality standards by performing rigorous testing at the end of each cycle. A QA developer tests the functional components against user stories and performs full regression testing at the end of the phase.

Before launch, we conduct a thorough review of the application with your team to ensure that success metrics have been achieved. This includes reviewing the functionality, design, and user experience to guarantee that the application meets your business and marketing objectives.

### Deliverables

- Test all user stories
- Test entire application
- Test against regression checklist
- Fixes to any bugs
- Launch app!

## About Bright Sol Tech

Together, with our unwavering commitment to excellence, we can illuminate your ideas and empower them to radiate brilliance. Since its humble inception in 2011, Bright Sol Tech has remained dedicated to delivering tailored technology solutions that not only meet but surpass our clients' expectations, ultimately bolstering their organizational success.

At Bright Sol Tech, we specialize in providing comprehensive turnkey solutions across a wide range of industries. Our expertise extends to diverse sectors, including education, manufacturing, healthcare, retail, e-commerce, and many more. By leveraging our extensive knowledge and experience, we help businesses harness the full potential of technology to optimize their operations, enhance productivity, and drive sustainable growth.

Our team of seasoned professionals, comprised of engineers, developers, designers, and project managers, works collaboratively with clients to understand their unique requirements and deliver bespoke solutions. With a client-centric approach, we strive to forge enduring partnerships, built on trust, transparency, and exceptional service. Together, we can navigate the complexities of the digital era, harnessing the power of technology to illuminate your path to success.

Choose Bright Sol Tech as your trusted technology partner, and together, let's make your ideas shine bright and propel your organization toward a future filled with endless possibilities.

## Client Testimonials



**Wayne Eckerson**  
President of Eckerson Group



We've been a customer of Bright Sol Tech for more than 8 years since founding our company. They've helped us grow every step of the way. Innovative development and steady, responsive support. They built our website and several custom applications. I highly recommend.

Jul 21, 2023



**Shil Basu**  
Sales Director (Americas) at Memstar USA



I've been working with Bright Sol Tech since 2017. They helped us implement our web presence with lots of support designing and implementing our vision. They have a very skilled and responsive staff and I'm very grateful for their years of support. Highly recommended.

Aug 19, 2023



**Corinne Chacon**  
Interwoven Community Manager;  
Robert Wood Johnson Foundation  
Culture of Health Leader



The staff are all very respectful, they listen carefully to our needs and are frank with the challenges of choosing one approach versus another. They have helped to anticipate challenges which is crucial. They are also excellent at maintaining contact and keeping me informed. Highly recommended.

Jul 24, 2023



**Juan Ferret**  
President at Philosophic Systems Institute



"Bright Sol Tech has been a partner for all our technological needs, as we have evolved as an organization. Bright Sol Tech not only advises us but implements our technology to keep us moving forward."

Jul 24, 2023



**Nate Robinson**  
Acting Director of the Center for  
Computation and Analysis for  
National Security



Bright Sol Tech makes a commitment to prompt service and clear communication. They have been a consistent source of quality work for me and so stand to be of value to you.

Jul 24, 2023



**Rebecca Monteverde**  
Director of Marketing & Product  
Design at El Paso Saddleblanket  
Company



Bright Sol Tech helped us implement a modern e-commerce site that keeps our customers engaged. Our activities have significantly gone up because of Bright Sol Tech.

Jul 24, 2023



**Thank you!**