



**HORIZON CITY**

Incorporated 1988

**AGENDA  
PUBLIC MEETING  
REGULAR CITY COUNCIL MEETING  
THE TOWN OF HORIZON CITY, TEXAS  
Tuesday, July 9, 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, July 9, 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:

- 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**  
 Mayor/City Clerk  
 June 11, 2024, Regular City Council meeting.
- 4. Discussion and Action:** **8**  
 Mayor/Public Works Director  
 On the award of Solicitation No. 2024-003 PW Thayer Pease Pond #1 Rehabilitation to R & L Mimbela Enterprises, LLC as the lowest responsive, responsible bidder, in the amount of \$45,625.00.
- 5. Discussion and Action:** **36**  
 Mayor/Chief Planner  
 Regarding a resolution authorizing the Mayor to sign all documentation necessary to grant a second extension to the substantial completion dates for the Horizon Crossing Unit Three and Horizon Town Center Unit Four Subdivision Improvements from May 31, 2024, to December 02, 2024.
- 6. Discussion and Action:** **49**  
 Mayor/Chief Planner  
 Regarding a Motion reaffirming approval of Final Plat application for Horizon Crossing Unit Three (Case No. SUB002492-2021), legally described as being a portion of C.D. Survey No. 321, Town of Horizon City, El Paso County, Texas. Containing 19.469+/- acres. Application submitted by Applicant/Representative Conde Inc.
- 7. Discussion and Action:** **58**  
 Mayor/Chief Vargas  
 To ratify the resolution approving the 2023 Stonegarden Grant that was approved on April 9, 2024 correcting the name of the grant from HS-Homeland Security to Operation Stonegarden FY 2023.
- 8. Request to Excuse Absent Council Members:**
- 9. Approval of Consent Agenda Items:**
- REGULAR AGENDA**
- 10. Discussion and Action:** **60**  
 Mayor/Chief Planner

On the **Preliminary & Final Subdivision Plat** applications for **Bain Office (Case No. SUC24-0001)**, legally described as Tracts 10 & 10A, Section 43, and Tracts 13A & 13A1, Section 42, Block 78, Township 3, T.&P. R.R. Co. Surveys, and A Portion of Lot 4, Block 2, Texland, Town of Horizon City, El Paso County, Texas. Containing 4.314 acres ±. Application submitted by CIRE3 Architects LLC.

**11. Discussion and Action:** **72**

Mayor/Chief Planner

On the Final Subdivision Plat application for Rancho Desierto Bello Unit 14 (Case No. SDO24-0001) to reaffirm approval and allow recording of the plat prior to the completion of all required improvements secured by sufficient bond. The subject property is 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.

**12. Discussion and Action:** **87**

Mayor/CIP Manager

On an update on the Capital Improvement Program.

**13. Discussion and Action:** **103**

Mayor/CIP Manager

Regarding a Resolution to correct the award of solicitation 2023-101 for Municipal Facilities Phase 1 project to Dantex General Contractors, Inc. that was approved on June 11, 2024 for \$8,318,442.00 to include alternate items and increase the total bid amount to \$9,070,442.00. The amount erroneously posted on the agenda was \$8,318,442.00 and did include the sum necessary to pay for the 4 alternates approved by the council.

**14. Discussion and Action:** **105**

Mayor/Finance Director

On setting the dates for the budget workshop, hearings on the City budget and tax rate and authorizing the Mayor to publish the proposed tax rate based on the filed budget. The recommended date for the budget workshop is August 6, 2024. The date for the Budget Hearing is August 27, 2024 and the Tax Rate Public Hearing is September 10, 2024. All budget related meetings are scheduled to be held at 6:00 pm.

**15. Discussion and Action:** **106**

Mayor/Public Works Director

On a Resolution authorizing the Mayor to execute a reimbursement agreement with Dynamix Auto Body Shop, LLC for the construction of a driveway.

**16. 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:

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

Dated this Friday, 7/5/24

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, 7/5/24 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, June 11, 2024, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, June 11, 2024 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. All City Council members present. Quorum Established.

**2. Open Forum:**

No one signed up to speak.

**CONSENT AGENDA**

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

**3. Approval of Minutes from:**

Mayor/City Clerk  
May 14, 2024 Regular City Council Meeting.

**4. Discussion and Action:**

Mayor/Planning Director  
Authorizing the Town of Horizon City, Texas to accept a transfer of real estate described as Lot 9A, Block 1, Horizon Mesa Unit Three, a subdivision in El Paso County, Texas from Hunt Communities Holdings, LLC.

**5. Discussion and Action:**

Mayor/Public Works Director  
On the award of Solicitation Informal Bid No. 2024-0002PW Sidewalk placement/replacement at various locations within Horizon City limits to R & L Mimbela Enterprises, LLC. as the lowest responsive, responsible bidder, in the amount of \$12,875.00.

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

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

A motion was made by Councilman Padilla and seconded by Councilman Miller to approve the consent agenda. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

**REGULAR AGENDA**

**8. Presentation:**

Mayor/Chief Vargas  
On the promotion of Jaime Crespo to Lieutenant.

Police Chief, Marco Vargas spoke regarding this item.

9. **PUBLIC HEARING:**

Mayor/Chief Planner

**2nd Reading of Ordinance No. \_\_\_\_\_**, An Ordinance Adopting a Zoning Change Within the Municipal Limits of the Town of Horizon City, Texas; Rezoning Two Parcels From A-1 (Apartments) to C-1 (General Commercial); Containing Approximately 3.9686 Acres; Being A Parcel of Land Out of Section 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys and A Portion of Section 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys, Town of Horizon City, El Paso County, Texas; North of Horizon Blvd and West of Kenazo Ave; and Authorizing the Notation of the Change on the Official Zoning Map of the Town; Providing for the Following: Findings of Fact; Repealer; Severability; and Proper Notice and Hearing.

Chief Planner, Art Rubio spoke regarding this item. No one from the public spoke.

10. **Discussion and Action:**

Mayor/Chief Planner

**2nd Reading of Ordinance No. \_\_\_\_\_**, An Ordinance Adopting a Zoning Change Within the Municipal Limits of the Town of Horizon City, Texas; Rezoning Two Parcels From A-1 (Apartments) to C-1 (General Commercial); Containing Approximately 3.9686 Acres; Being A Parcel of Land Out of Section 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys and A Portion of Section 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys, Town of Horizon City, El Paso County, Texas; North of Horizon Blvd and West of Kenazo Ave; and Authorizing the Notation of the Change on the Official Zoning Map of the Town; Providing for the Following: Findings of Fact; Repealer; Severability; and Proper Notice and Hearing.

A motion was made by Councilman Mendoza and seconded by Councilman Miller to approve the ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, Texas; Rezoning Two Parcels From A-1 (Apartments) to C-1 (General Commercial); Containing Approximately 3.9686 Acres; Being A Parcel of Land Out of Section 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys and A Portion of Section 31, Block 78, Township 3, Texas and Pacific Railway Company Surveys, Town of Horizon City, El Paso County, Texas; North of Horizon Blvd and West of Kenazo Ave; and Authorizing the Notation of the Change on the Official Zoning Map of the Town. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

11. **PUBLIC HEARING:**

Mayor/Finance Director

**2nd Reading of Ordinance No. 0296 Amendment No. 01**, An ordinance amending Ordinance No. 0296 of the Town of Horizon City, adopting the municipal budget for the 2023-2024 fiscal year, to allow for the transfer of funds in the 2023 street maintenance surplus funds to the 2024 street maintenance program; and from the mass transit public service budget to the planning operating budget; and providing for repealer and severability clauses.

CIP Manager, Terry Quezada spoke regarding this item. No one from the public spoke.

12. **Discussion and Action:**

Mayor/Finance Director

**2nd Reading of Ordinance No. 0296 Amendment No. 01**, An ordinance amending Ordinance No. 0296 of the Town of Horizon City, adopting the municipal budget for the 2023-2024 fiscal year, to allow for the transfer of funds in the 2023 street maintenance surplus funds to the 2024 street maintenance program; and from the mass transit public service budget to the planning operating budget; and providing for repealer and severability clauses.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Miller to approve the ordinance amending Ordinance No. 0296 of the Town of Horizon City, adopting the municipal budget for the 2023-2024 fiscal year, to allow for the transfer of funds in the 2023 street maintenance surplus funds to the 2024 street maintenance program; and from the mass transit public service budget to the planning operating budget. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

**13. 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 Padilla and seconded by Councilman Mendoza to accept the update on the Capital Improvement Program as presented. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

**14. Discussion and Action:**

Mayor/CIP Manager

On the award of solicitation 2023-101 for Municipal Facilities Phase 1 project to Dantex General Contractors, Inc. for \$8,318,442.00.

CIP Manager, Terry Quezada & Dantex General Contractors President, Tyler Daniels spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilman Mendoza to approve the award of solicitation 2023-101 for Municipal Facilities Phase 1 project to Dantex General Contractors, Inc. for \$8,318,442.00. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

**15. Discussion and Action:**

Mayor/CIP Manager

On the award of solicitation 2024-101 for the 2023-2024 Street Maintenance Program to Del Mar Contracting, Inc. for \$1,148,044.60.

CIP Manager, Terry Quezada and Town Engineer, Roxanne Medina spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Miller to approve the award of solicitation 2024-101 for the 2023-2024 Street Maintenance Program to Del Mar Contracting, Inc. for \$1,148,044.60. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

**16. Discussion and Action:**

Mayor/CIP Manager

Resolution authorizing the Mayor or his designee to execute the agreement with Huitt Zollars and their team of consultants for construction management services for the 2023-2024 Street Maintenance project.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Mendoza and seconded by Councilman Quiroz to approve the Resolution authorizing the Mayor or his designee to execute the agreement with Huitt Zollars and their team of consultants for construction management services for the 2023-2024 Street Maintenance project. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

**17. Discussion and Action:**

Mayor/CIP Manager

The reprogramming of ARPA funds to increase certain operational costs and reprogramming projected balances from operational funds to projects and adding the following projects to the ARPA program of work: ADA Transition Plan, Municipal Facilities Ph. 1 - Furniture, Fixtures and Equipment (FF&E) and 2025 Street Maintenance - Design.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Miller to approve the reprogramming of ARPA funds to increase certain operational costs and reprogramming projected balances from operational funds to projects and adding the following projects to the ARPA program of work: ADA Transition Plan, Municipal Facilities Ph. 1 - Furniture, Fixtures and Equipment (FF&E) and 2025 Street Maintenance - Design. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

**18. Discussion and Action:**

Mayor/Chief Vargas

To ratify the resolution approving the 2024 Local Border Security Grant that was approved on April 9, 2024 correcting the grant date from 2024 to 2025.

Police Chief, Marco Vargas spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilwoman Randleel to approve ratifying the resolution approving the 2024 Local Border Security Grant that was approved on April 9, 2024 correcting the grant date from 2024 to 2025. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

**19. Discussion and Action:**

Mayor/Chief Vargas

On authorizing the Mayor or his designee to negotiate and sign an MOU with the City of El Paso Fire Marshall for assistance with fire and arson investigations.

Police Chief, Marco Vargas spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Quiroz to authorize the Mayor or his designee to negotiate and sign an MOU with the City of El Paso Fire Marshall for assistance with fire and arson investigations. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Aye; MENDOZA – Aye. Motion passed.

**20. Executive Session**

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

**ADJOURNMENT**

A motion was made by Councilman Mendoza and seconded by Councilman Miller to adjourn at 6:48 PM.

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

**Attest:**

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

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



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** July 9, 2024  
**To:** Honorable Mayor and Members of City Council  
**From:** Albert Valle, Public Works Director  
**SUBJECT:** On the award of Solicitation Informal Bid No. 2024-003 PW Thayer Pease Pond #1 Rehabilitation to R & L Mimbela Enterprises, LLC as the lowest responsive, responsible bidder, in the amount of \$45,625.00.

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Staff solicited bids for Thayer Pease Pond #1 Rehabilitation on May 17, 2024 and opened sealed bids on June 20, 2024. The scope of work includes repairing erosion and compaction along the slopes of the pond, maintenance road, and access ramp; removing debris, vegetation, and excess soil from the drainage structures, re-mortaring the rock walls along the pond; installing asphalt millings on access road and painting the entrance gate. This work is beyond the services provided by the Grounds Maintenance Contract. Two contractors submitted a sealed bid and the bid tabulation is as follows:

<b>Thayer Pease Pond #1 Rehabilitation Bid No. 2024-003PW</b>	
<b>Company</b>	<b>Amount</b>
R & L Mimbela Enterprises, LLC	\$45,625.00
Allen Concrete, LLC	\$49,960.00

After evaluation of the bid, and upon the recommendation of the Public Works Director, staff recommends award of the construction project R & L Mimbela Enterprises, LLC, as the lowest, responsive, responsible bidder, in the amount of \$45,625.00.

Attached for your review is the bid as submitted.

# Invitation to Bid

Informal Bid

\_\_\_\_\_ Construction/Public Works Project

\_\_\_\_\_ Non-Construction/Non-Public Works Project

**PROJECT: Thayer Pease Pond #1 Rehabilitation**

**Bid No. 2024-003PW**

Sealed bids will be received  
until 2:00 P.M. (MDT) on  
Thursday, June 20, 2024

**\*\*This is an informal bid. Please do not  
submit if your bid exceeds \$49,999.00.\*\***

**SUBMIT BIDS VIA BONFIRE**

## INSTRUCTIONS TO BIDDERS—INFORMAL BID REQUEST

### 1. RECEIPT AND OPENING OF BIDS

- Bids received in the Horizon City Public Works Department after the submission deadline shall be returned unopened and will be considered void and unacceptable. Horizon City is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the Public Works Department shall be the official time of receipt.
- Bids are solicited for furnishing the materials and services set forth in this invitation to bid. Completed bid proposals must be received in the Horizon City Public Works Department by the deadline stated above. All bids must be received by the Town of Horizon City –via the Bonfire Hub at the link below by 2:00 pm (MDT), Thursday, June 20, 2024.
- **BIDS MAY NOT BE FAXED OR E-MAILED OR SUBMITTED IN PERSON.**
- Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn within sixty (60) consecutive calendar days without the written permission of the City.

### 2. PREPARATION OF BID

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

calculations and found them to be correct and agrees to be bound thereby.

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

- The contractor will be required to file for the appropriate permits as required by City Ordinance.

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

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

### **4. ADDENDA AND INTERPRETATIONS**

- No interpretation of the meaning of plans, specifications, or other prebid documents will be made to any Bidder orally. Every request for such interpretation shall be submitted in writing via Bonfire.
- Any interpretations, corrections or changes to this Invitation to Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Horizon City Public Works Director or other designee of the Mayor. Addenda will be sent via Bonfire.
- Bidders shall acknowledge receipt of all addenda on the sealed envelope containing their bid and all addenda so issued shall become part of the contract documents.

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

- Horizon City reserves the right to reject any or all products and/or services covered in this

Invitation to Bid and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of Horizon City.

- Horizon City reserves the right to award bids on a lump sum or unit price basis, whichever is in the best interest of the City. Horizon City reserves the right to split the bid between bidders on individual prices.
- All bids meeting the intent of this Invitation to Bid will be considered for award. Bidders taking exception to specifications, or offering substitutions, shall state these exceptions in the section provided on the Bid Form or by attachments as a part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions, and the City shall hold the bidder responsible to perform in strict accordance with the specifications of this invitation. Horizon City reserves the right to accept any, all, or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
- Bidders must supply with their bid, a list of at least three (3) references where like goods or services have been supplied by their company. Include name of the business, address, telephone number and name of representative with whom the City may speak.
- For any Public Works / Construction project exceeding \$20,000.00, Bidder must demonstrate successful construction of, and successful completion of one (1) project similar in nature and scope of this Project and one (1) project with a value of at least fifty percent (50%) of the value bid for this project, within the last five (5) years. In determining the lowest and best bidder, in addition to price, the City may consider the ability, capacity and skill of Bidder to perform the contract or provide the service required, the character, responsibility, integrity, reputation, and experience of the Bidder, and any documentation of the quality of performance on any previous City contracts or any previous or existing noncompliance by the Bidder with specification requirements.
- Section 176.006 of the Texas Local Government Code requires a bidder/vendor to file a conflict of interest questionnaire if the vendor has a business relationship with the City and has:
  - a) an employment or other business relationship with an officer or an officer's family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or
  - b) has given an officer or an officer's family member one or more gifts totaling more than \$250 in the preceding twelve months.

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

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

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

- Section 2252.908 of the Texas Government Code requires an “interested party” as that term is defined in Section 2252.908(a)(3) to submit a disclosure of interested parties to the city at the time the contract is submitted to the city council for approval. The successful bidder, upon notification that this submission is required, shall complete Form 1295 as required by the State of Texas, Texas Ethics Commission and timely submit a signed and notarized copy of the form to the City.
- If this bid is accepted and approved by the Town of Horizon City, this bid shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract with the exception of a change arising.
- By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the contract attached.
- Bidders may be disqualified and their bid not considered for the following specific reasons:
  - (a) reason for believing collusion exists among the bidders;
  - (b) reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated;
  - (c) the bidder being currently in any litigation against the Town of Horizon City, or where such litigation is contemplated or imminent, in the sole opinion of the Public Works Director or other designee of the Mayor;
  - (d) the bidder being in arrears on any existing contract or having defaulted on a previous contract;
  - (e) lack of competency, responsibility or financial capability;
  - (f) uncompleted work which in the judgment of the Public Works Director or other designee of the Mayor shall prevent or hinder the prompt completion of additional work if awarded;
  - (g) unbalanced value of any bid items.
- After bids are opened, the bids shall be tabulated for comparison on the basis of the bid prices and quantities shown in the bid. Until final award of the contract, the City reserves the right to reject any or all bids, to waive technicalities or irregularities at its option, to re-advertise for new bids or proceed to do the work otherwise in the best interests of the City. Each bidder shall be furnished a copy of the bid tabulation upon request.
- The award by the Town of Horizon City, if made, shall be to the lowest responsive, responsible bidder within 60 days after the opening of bids; but in no case shall the award be made until after investigations are made as to the responsibility of the bidder to whom

it is proposed to award the contract. Delivery of the NOTICE OF AWARD shall be hand-delivery, evidenced by a written and dated receipt, or by Certified Mail, and the date of receipt shall be established as the date of Delivery shown on the US Postal Service Domestic Return Receipt form or facsimile confirmation.

- The person or persons, partnership, company, firm, association or corporation to whom a contract is awarded shall within 10 working days after receipt of the contract sign the necessary agreements entering into the required contract with the City and provide the necessary evidence of insurance as required under the contract documents within 30 days. No contract shall be binding on the City until all authorized signatures required by law have been affixed and the executed contract delivered to the Contractor.
- The failure of the bidder to execute the contract within 10 days or provide the required evidence of insurance shall constitute a breach of his bid and the City may annul the award. In the event the Owner should seek new informal bids, the defaulting Contractor shall not be eligible to bid.

**HORIZON CITY**

**Thayer Pease Pond #1 Scope**  
**BID SPECIFICATIONS**

**LOCATION**

Ponding areas in backside of 14317 Thayer Pease Ave.



## **CREWS**

As Needed.

## **DESCRIPTION OF WORK**

1. Using Machinery compact and repair erosion at;
  - a.) Pond slopes.
  - b.) Access Maintenance road.
  - c.) Access Ramp.
2. Clean drainage structures from trash/debris and vegetation.
3. Remove all weeds, trees and vegetation.
4. Underneath the existing concrete channel inside the pond, clear from trash, weeds, debris and fill drainage structure with 3000PSI concrete.
5. Re-Mortar cracks in Rock walls to include rockwall area at east side of pond abutting Antwerp Rd. (interior and exterior side facing the drainage way only). Exclude rockwall (exterior side only) facing Thayer Pease Ave.
6. Seal cracks on the drainage channel inside the pond with SIKAFLEX or similar material.
7. Install and compact 2 inches of asphalt millings on top of the entire Access Maintenance Road and entire Access Ramp. Material to be provided and delivered to the site by Horizon City Public Works Department.
8. Cover exposed storm drain pipes.
9. Dispose of all trash/debris properly.

## **CONTRACTOR RESPONSIBILITIES**

- Notify School Principal or representative (if applicable).
- Make repairs to areas disturbed due to the work such as landscape, signs, drop inlets, utility lines, H.C. Ramps, curb and gutter and/or any disturbed structures/areas due to the work. (as needed)
- Contact Texas 811.
- If a water/sanitary sewer leak is encountered during the excavation, all work is to be stopped, area is to be secured and the Town of Horizon shall be notified immediately.
- Contractor shall comply with all safety requirements from Federal, State and local entities. All applicable safety requirements for the job shall be the responsibility of the contractor to provide safety vests, hardhat, boots, shoring box, proper traffic control equipment among other items.
- Coordinate with Horizon City representative for Geotechnical testing (if applicable).
- Contractor shall be responsible for removal and disposal of the material.
- All work must be performed between 8 AM and 5 PM Monday thru Friday, excluding weekends and Holidays. Work Zone traffic control must be maintained per. TXDOT Manual on Uniform Traffic Control Devices (TMUTCD) requirements. All work must conform to the provisions of City Ordinance No. 0040. Cut and excavation permit required.

## **Standards for Work and Supervision**

Inspection shall be required once the work has been completed.

## **Prices**

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

## **Insurance Requirements**

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

## **Contract**

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

**BID FORM**

	<b>CAN YOU COMPLY?</b>	
	<b>YES</b>	<b>NO</b>
<b>REQUIRED SPECIFICATIONS</b>		
<b>Total Bid Price</b>		

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

<b>EXCEPTIONS</b>

## BIDDER INFORMATION SHEET

<b>Company Name</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Phone Number</b>	
<b>Fax Number</b>	
<b>Email Address</b>	
<b>Tax Identification Number</b>	
<b>Signature of Authorized Agent</b>	
<b>Printed Name of Authorized Agent</b>	
<b>Title</b>	
<b>Date</b>	

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

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

---

Corporate Secretary Signature and Corporate Seal

**BID SUMMARY**

Total Bid \_\_\_\_\_  
(In Figures)

Total Bid \_\_\_\_\_  
(In Words)

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

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

\_\_\_\_\_  
**CONTRACTOR**

\_\_\_\_\_  
**BY**

\_\_\_\_\_  
**TITLE**

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

**ATTEST:**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**SECRETARY**

\_\_\_\_\_  
**TELEPHONE**

## CONTRACT TIME

Bidder agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the City. The Contract Time shall begin on the date to commence work specified in the Notice to Proceed and shall run for 10 additional CONSECUTIVE CALENDAR DAYS thereafter. Bidder shall Substantially Complete the project within 30 CONSECUTIVE CALENDAR DAYS after the date to commence work in the Notice to Proceed. Bidder agrees to pay, as liquidated damages, the sum as specified in the Special Conditions for each consecutive calendar day after the Contract Time.

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO    )

## CERTIFICATION OF NONCOLLUSION

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

SUBSCRIBED AND SWORN to before me by \_\_\_\_\_ on  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires


**BID FORM**

REQUIRED SPECIFICATIONS	CAN YOU COMPLY?	
	YES	NO
<b>Total Bid Price</b>		
forty five thousand six hundred twenty five		\$45,625 <sup>00</sup>

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

EXCEPTIONS
Re-Mortar cracks in Rock walls inside Pond area
one side of walls facing Ponds NO Repairs
needed at entrance Rock walls. Approx. 5000
SqFT of Repairs. NOTE Pond does NOT abatt
ANTwerp Rd.

**BIDDER INFORMATION SHEET**

<b>Company Name</b>	R & L Mimbela Enterprises LLC
<b>Address</b>	700 Eagle dr
<b>City, State, Zip</b>	Anthony, NM, 88021
<b>Phone Number</b>	915-252-2400
<b>Fax Number</b>	NONE
<b>Email Address</b>	rlmimbelaenterprises@yahoo.com
<b>Tax Identification Number</b>	47-1735103
<b>Signature of Authorized Agent</b>	
<b>Printed Name of Authorized Agent</b>	Robert Mimbela
<b>Title</b>	OWNER
<b>Date</b>	6-20-2024

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

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

---

Corporate Secretary Signature and Corporate Seal

**BID SUMMARY**

Total Bid \$ 45,625<sup>00</sup>  
(In Figures)

Total Bid forty five thousand six hundred twenty five  
(In Words)

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

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

R & L Mimbela Enterprises LLC  
**CONTRACTOR**

Robert Mimbela  
**BY**

OWNER  
**TITLE**

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

**ATTEST:**

700 Eagle drive Anthony, NM 88001  
**ADDRESS**

**SECRETARY**

(915) 252-2400  
**TELEPHONE**

**CONTRACT TIME**

Bidder agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the City. The Contract Time shall begin on the date to commence work specified in the Notice to Proceed and shall run for 10 additional CONSECUTIVE CALENDAR DAYS thereafter. Bidder shall Substantially Complete the project within 30 CONSECUTIVE CALENDAR DAYS after the date to commence work in the Notice to Proceed. Bidder agrees to pay, as liquidated damages, the sum as specified in the Special Conditions for each consecutive calendar day after the Contract Time.

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO    )

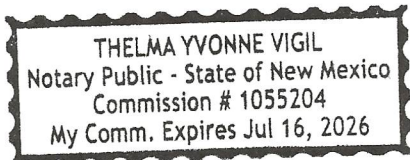
**CERTIFICATION OF NONCOLLUSION**

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

[Signature]  
Signature

OWNER  
Title

SUBSCRIBED AND SWORN to before me by Roberto Mimbela on this 20th day of June, 2024.



[Signature]  
Notary Public  
July 16, 2026  
My Commission Expires

**BID FORM**


	CAN YOU COMPLY?	
	✓ YES	NO
<b>REQUIRED SPECIFICATIONS</b>		
<b>Total Bid Price</b>	\$49,960.00	

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

<b>EXCEPTIONS</b>

27

**BIDDER INFORMATION SHEET**

<b>Company Name</b>	Allen Concrete, LLC
<b>Address</b>	3800 Hueco Club Rd.
<b>City, State, Zip</b>	EL Paso, TX 79938
<b>Phone Number</b>	915-921-0678
<b>Fax Number</b>	915-856-8834
<b>Email Address</b>	aci@allenconcreteinc.com
<b>Tax Identification Number</b>	20-1853252
<b>Signature of Authorized Agent</b>	
<b>Printed Name of Authorized Agent</b>	Miguel Allen
<b>Title</b>	President
<b>Date</b>	6/20/24

28

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

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

---

Corporate Secretary Signature and Corporate Seal

**BID SUMMARY**

Total Bid \$49,960.00  
(In Figures)

Total Bid Forty-Nine Thousand Nine Hundred Sixty and No Cents  
(In Words)

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

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

29

Allen Concrete, LLC  
**CONTRACTOR**

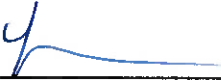
Miguel Allen   
**BY**

President  
**TITLE**

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

**ATTEST:**

3800 Hueco Club Rd, El Paso, TX 79938  
**ADDRESS**

  
\_\_\_\_\_  
**SECRETARY**

(915) 921-0678  
**TELEPHONE**

**CONTRACT TIME**

Bidder agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the City. The Contract Time shall begin on the date to commence work specified in the Notice to Proceed and shall run for 10 additional CONSECUTIVE CALENDAR DAYS thereafter. Bidder shall Substantially Complete the project within 30 CONSECUTIVE CALENDAR DAYS after the date to commence work in the Notice to Proceed. Bidder agrees to pay, as liquidated damages, the sum as specified in the Special Conditions for each consecutive calendar day after the Contract Time.

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO    )

30

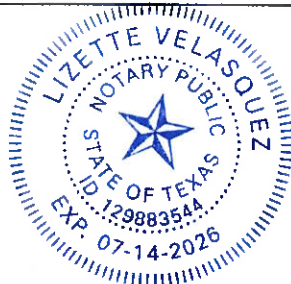
**CERTIFICATION OF NONCOLLUSION**

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

  
Signature

President  
Title

SUBSCRIBED AND SWORN to before me by Miguel Allen on this 20th day of June, 2024.



  
Notary Public

7/14/26  
My Commission Expires



ALLEN CONCRETE, LLC  
3800 Hueco Club Rd.  
El Paso, TX 79938  
Tel 915-921-0678  
Fax 915-856-8834  
[aci@allenconcreteinc.com](mailto:aci@allenconcreteinc.com)

June 20, 2024

Bidder Qualification  
Thayer Phase Pond #1 Rehabilitation  
Bid Number 2024-003PW

Bidders must supply with their bid, a list of at least three (3) references where like goods or services have been supplied by their company. Include name of the business, address, telephone number and name of representative with whom the City may speak.

White Cap  
Sergio Ulloa  
915.593.1210

CMC  
Jesus Martinez  
915.315.2117

Jobe  
Carlos Lozada  
915.298.9915

31



ALLEN CONCRETE, LLC  
3800 Hueco Club Rd.  
El Paso, TX 79938  
Tel 915-921-0678  
Fax 915-856-8834  
[aci@allenconcreteinc.com](mailto:aci@allenconcreteinc.com)

June 20, 2024

Bidder Qualification  
Thayer Phase Pond #1 Rehabilitation  
Bid Number 2024-003PW

For any Public Works / Construction project exceeding \$20,000.00, Bidder must demonstrate successful construction of, and successful completion of one (1) project similar in nature and scope of this Project and one (1) project with a value of at least fifty percent (50%) of the value bid for this project, within the last five (5) years. In determining the lowest and best bidder, in addition to price, the City may consider the ability, capacity and skill of Bidder to perform the contract or provide the service required, the character, responsibility, integrity, reputation, and experience of the Bidder, and any documentation of the quality of performance on any 32 previous City contracts or any previous or existing noncompliance by the Bidder with specification requirements.

See attached past 2 projects:

- i. Saint Marks
- ii. Pebble Hills Development

## PAST PROJECT EXPERIENCE

Project Name: Saint Mark's Drainage Improvements  
Project Number: SW41-22  
Contract Amount: \$ 2,178,432.57  
Owner: El Paso Water Utilities  
Owner POC: Elsa Ochoa, P.E. [eochoa@epwater.org](mailto:eochoa@epwater.org)  
Consultant: CEA Group  
Consultant POC: Abel Garcia [agarcia@ceagroup.net](mailto:agarcia@ceagroup.net)  
Completion Date: April 2023

### Scope of Work:

Miscellaneous demolition items to be removed and disposed of consist of asphaltic pavement with crushed stone base course, concrete curb & gutter, concrete flume, guard rails, loose and mortared rock riprap, reinforced concrete pipe and anchor collar, corrugated metal pipe, manhole, inlet structure, thrust block structure, headwall structure, concrete apron, and rock wall with footing. Items to be removed and replaced consist of landscape rock, irrigation lines and oleander shrubs. Items to be abandoned in place, cut, and plugged, and filled with flowable fill consist of existing 48-inch reinforced concrete pipe, 30-inch corrugated metal pipe, and manhole.

Stormwater improvements shall consist of rehabilitation of the existing ponding area which requires earthworks of approximately 7,265 cubic yards of cut to fill and 1,700 cubic yards of cut to export, installation of a pond depth gauge, 11 "No Trespassing" warning signs, approximately 30 perches of 8-foot-high rock wall from highest side, and approximately 7,000 square yards of 3-inch compacted millings. New drainage system improvements shall consist of the installation of approximately 1,395 linear feet of 72-inch diameter Class III reinforced concrete pipe, approximately 1,285 linear feet of 48-inch diameter Class III reinforced concrete pipe, approximately 85 linear feet of 36-inch diameter Class III reinforced concrete pipe, approximately 50 linear feet of 30-inch diameter Class III reinforced concrete pipe, precast and cast-in-place junction boxes and/or manholes, Type II inlet and 2 off-street inlets, concrete flume, and concrete riprap. Road improvements shall consist of approximately 850 square yards of hot mix asphaltic pavement with crushed stone base course, 6-inch concrete curb and gutter, 6-inch-thick concrete pavement, trench excavation protection stormwater pollution prevention plan, traffic control, videotaping of project site before and after construction.

Allen Concrete PM: Bernie Melendez  
Allen Concrete Superintendent: Raul Lopez  
Allen Concrete Foreman: Raul Lopez  
Subcontractors (if any): Jordan Foster

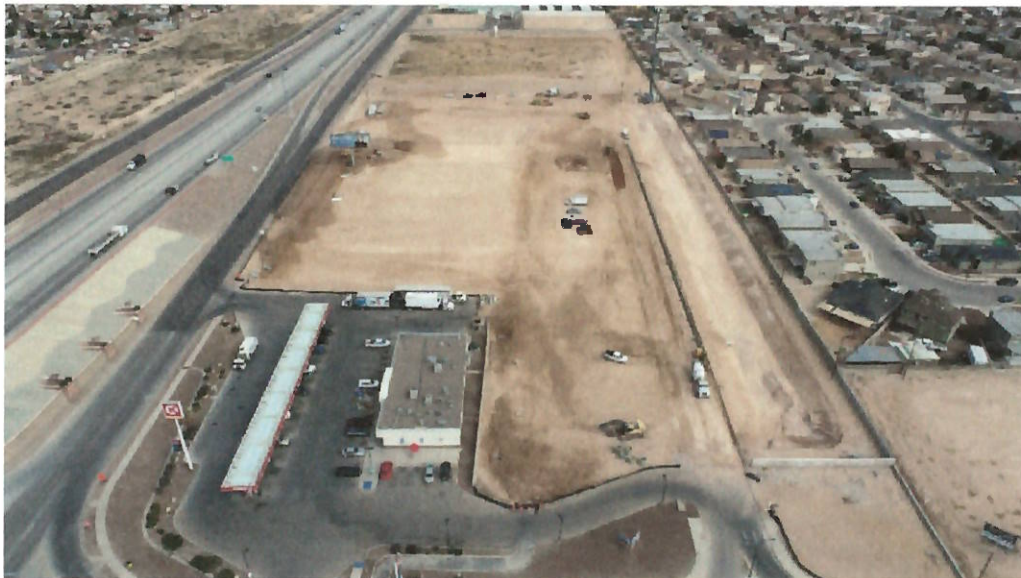


## PAST PROJECT EXPERIENCE

Project Name: Pebble Hills Development  
Project Number: V-520  
Contract Amount: \$ 621,457  
Owner: Rover Oaks Properties  
General Contractor: Vistacon  
General Contractor POC: Mario Felix [mario@vista-con.com](mailto:mario@vista-con.com)  
Completion Date: October 2021

Scope of Work: Demo asphalt, curb & gutter, sidewalk, remove landscape, signs, chain link fence, remove concrete collar at storm pipes, steel post. Clear & grub, scarify/compact for fill, cut/fill import (10,000 cy of structural fill), curb grade, construction silt fence. Asphalt paving to include: heavy duty asphalt 3" over 8" base, decel lane 6" asphalt over 7" base. Site concrete includes drive apron, sidewalks, curb and gutters, flumes, light pole bases, concrete pond head wall, barricades and guardrails. Storm sewer to include manholes, junction boxes, grates, 24" RCP, 24" PVC and 18" PVC. Sign & pavement striping.

Allen Concrete PM:  
Allen Concrete Superintendent:  
Allen Concrete Foreman:  
Subcontractors (if any): none



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

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

Allen Concrete, LLC  
 El Paso, TX United States

**Certificate Number:**  
 2024-1178471

**Date Filed:**  
 06/20/2024

**Date Acknowledged:**

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

Town of Horizon City

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

2024-003PW  
 Thayer Pease Pond #1 Rehabilitation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

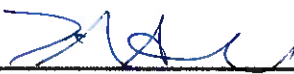
**6 UNSWORN DECLARATION**

My name is Miguel Allen, and my date of birth is 7/10/1977.

My address is 862 Round Oak El Paso TX 79928  
(street) (city) (state) (zip code) (country)

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

Executed in El Paso County, State of Texas, on the 20th day of June, 2024.  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**RESOLUTION**

That the Mayor, or his designee be authorized to sign all documentation necessary to extend the substantial completion dates for the Horizon Crossing Unit Three and Horizon Center Unit Four Subdivisions from May 31, 2024, to December 2, 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**


**RESOLUTION**

That the Mayor, or his designee, be authorized to sign all documentation necessary to extend the substantial completion dates for the Horizon Crossing Unit Three and Horizon Town Center Unit Four subdivisions from March 31, 2024, to May 31, 2024.

**TOWN OF HORIZON CITY**

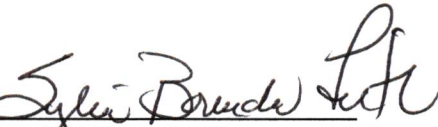
By:   
**Andres Renteria, Mayor**

**ATTEST:**

By:   
**Elvia Schuller, City Clerk**



**APPROVED AS TO FORM:**

By:   
**Sylvia Borunda Firth**  
**City Attorney**

**DEVELOPER PARTICIPATION AGREEMENT**

**HORIZON CROSSING UNIT TWO  
HORIZON CROSSING UNIT THREE  
HORIZON TOWN CENTER UNIT FOUR**

**AMONG THE TOWN OF HORIZON CITY,  
CAMINO REAL INVESTMENT PROPERTIES, LLC,  
AND  
RANCHOS REAL XV, LLC**

*gtr* This Developer Participation Agreement (the "Agreement") is made and entered into as of the day of March, 2022, by and among the **TOWN OF HORIZON CITY** (the "City"), **CAMINO REAL INVESTMENT PROPERTIES, LLC**, a Texas limited liability company ("Camino Real"), and **RANCHOS REAL XV, LLC**, a Texas limited liability company ("Ranchos Real").

**RECITALS**

**WHEREAS**, Camino Real is a subdivider and the owner of the land included in the proposed final subdivision plats of Horizon Crossing Unit Two Subdivision, The Town of Horizon City, El Paso County, Texas, as shown in the City's File Number and Horizon Crossing Unit Three Subdivision, The Town of Horizon City, El Paso County, Texas, as shown in the City's File Number and, as a subdivider desires to develop these properties with commercial components; and

**WHEREAS**, Ranchos Real is a subdivider and the owner of the land included in the proposed final subdivision plat of Horizon Town Center Unit Four, The Town of Horizon City, El Paso County, Texas, as shown in the City's File Number, and, as a subdivider, desires to develop its property with a commercial component; and

**WHEREAS**, Ranchos Real and Camino Real have sought authorization from the City to subdivide their properties in accordance with the requirements imposed by Texas statute and the City Rules, Regulations, and other requirements; and

**WHEREAS**, City Regulations require the completion of various improvements in connection with the development of these subdivisions to protect the health, safety, and general welfare of the community and to limit the harmful effect of substandard subdivisions; and

**WHEREAS**, Camino Real and Ranchos Real are required to make adequate provisions for storm or floodwater runoff channels or basins with the development of Horizon Crossing Unit Two, Horizon Crossing Unit Three, and Horizon Town Center Unit Four pursuant to Horizon City Code Municipal Code Chapter 5.17; and

**WHEREAS**, to maximize the amount of land available for development and the use of their properties for commercial development within Horizon Crossing Unit Two and Horizon Crossing Unit Three, Ranchos Real and Camino Real have proposed that instead of constructing ponding areas for commercial stormwater from Horizon Crossing Unit Two and Horizon Crossing Unit Three within these two subdivisions, they be allowed to construct storm water improvements which will channel the commercial stormwater into a ponding area to be constructed in Horizon Town Center Unit Four, which subdivision is adjacent to Horizon Crossing Unit Two and Horizon Crossing Unit Three; and

**WHEREAS**, Ranchos Real will be constructing a ponding area within Horizon Town Center Unit Four to accommodate its residential stormwater runoff and proposes to dedicate the ponding area to the public pursuant to Horizon City Code Municipal Code Chapter 5.17; and

**WHEREAS**, Ranchos Real is willing to coordinate with Camino Real to increase the capacity of the proposed ponding area identified as Lot 26, Block 1, Horizon Town Center Unit Four (“Ponding Area”) to accommodate the commercial stormwater runoff from Horizon Crossing Unit Two and Horizon Crossing Unit Three and to build the Ponding Area in accordance with Horizon City Code Municipal Code Chapter 5.17; and

**WHEREAS**, Camino Real is willing to provide funds for the additional maintenance costs the City will incur in maintaining a larger Ponding Area within Horizon Town Center Unit Four because of the additional commercial stormwater runoff from Horizon Crossing Unit Two and Horizon Crossing Unit Three; and

**WHEREAS**, the purpose of this Agreement is to compensate the City for the additional expense of maintaining a subdivision improvement required to be installed by Camino Real and Ranchos Real; and

**WHEREAS**, in recognition of the mutual benefits to be derived from the development of the Horizon Crossing Unit Two and Horizon Crossing Unit Three, Camino Real, Ranchos Real, and the City’s desire to enter into this Agreement to coordinate the development and land use of Horizon Crossing Unit Two, Horizon Crossing Unit Three, and Horizon Town Center Unit Four.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained or referred to herein, the receipt and sufficiency of which are hereby acknowledged by the City, Ranchos Real, and Camino Real, the Parties agree as follows:

1. **FINDINGS.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the Parties and made a part of this Agreement for all purposes.
2. **EFFECTIVE DATE.** This Agreement is effective on the date the City approves the last final plat of the three subdivisions described in Paragraph 3(a) of this Agreement by the City Council approval of the plat in accordance with City Regulations (the “Effective Date”).

**3. PARTIES’ OBLIGATIONS.**

(a) **Developer Obligations.** Ranchos Real and Camino Real (the “Developers”) shall be solely responsible to plan, design, engineer, plat, and construct all improvements as required by the City in its approval of the Final Plat for Horizon Crossing Unit Two on August 10, 2021, depicted in the attached Exhibit “A”; in its approval of the Final Plat for Horizon Crossing Unit Three on March 8, 2022, depicted in the attached Exhibit “B”, and in its approval of the Final Plat for Horizon Town Center Unit Four on January 11, 2022, depicted in the attached Exhibit “C”. Exhibits “A”, “B”, and “C” shall be collectively referred to as the “Developers’ Property”. All work shall be done in consultation with the City staff to assure that all aspects of the work to be performed are consistent with the City Final Plat approvals and requirements.

(b) **Construction Costs.** The Developers shall be solely responsible for the payment of any and all costs and expenses related to the planning, designing, engineering, platting, and constructing of all improvements as required by the City, including but not limited to the stormwater infrastructure facilities, on the Developers’ Property.

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Horizon developer’s agreement consolidated ponding

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

(d) **Time for Completion.** All work to be performed under this Agreement (excluding maintenance and repair after acceptance) shall be substantially completed in no more than two (2) years from the Effective Date, unless a different time period is specified for the storm water infrastructure improvements as identified in the Subdivision Construction Agreements for the Developers' Property. Upon achieving substantial completion, the Developers shall notify the City, who shall promptly inspect the Developers' work and either accept the work or notify the Developers of deficiencies that must be corrected before the work can be accepted.

(e) **Maintenance Funds.** Upon the Developers' request that the City accept all improvements as required by the City, the Developers shall pay the City Eighty Thousand and no/100 Dollars (\$80,000.00) which the Developers and the City agree is complete compensation to the City for any and all additional maintenance costs the City may incur for approving the Ponding Area and the additional stormwater from Horizon Crossing Unit Two and Horizon Crossing Unit Three that will be channeled into the Ponding Area in Horizon Town Center Unit Four. If the Developers do not tender the agreed upon \$80,000.00 to the City, the City is not required to accept the dedication to the public of the Ponding Area in Horizon Town Center Unit Four. In the event of such non-payment, Ranchos Real will replat the Horizon Town Center Unit Four Subdivision and submit all necessary documents to the City so that the ponding area will be maintained as a private ponding area in accordance with Horizon City Code Municipal Code Chapter 5.17, and the City will have no further obligation to the Developers.

**4. TERM.** This Agreement shall automatically terminate after the construction of the public improvements on the Developers' Property as required by the City, the City Public Works Director has inspected the public improvements to assure that the City Design Standards have been met, and the City has accepted all improvements as required by the City, including but not limited to the Ponding Area.

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

**6. INDEMNIFICATION.** The Developers jointly and severally expressly agree to indemnify and hold the City harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees for the defense of such claims and demands, arising from any breach on the part of the Developers of any provision in this Agreement, or from any act or negligence of the Developers or the Developers' agents, contractors, employees, tenants, or licensees in the construction of the Subdivision Improvements on the Developers' Property. The Developers further agree to aid and defend the City if the City is named as a defendant in an action arising from any breach on the part of the Developers of any provision in this Agreement, or from any act of negligence of the Developers or the Developers' agents, contractors, employees, tenants, or licensees in the construction of the Subdivision Improvements, except where such suit is brought by the Developers. Notwithstanding anything to the

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Horizon developer's agreement consolidated ponding

contrary contained in this Agreement, the Developers do not agree to indemnify and hold the City harmless from any claims, demands, costs, or liabilities arising from any act or negligence of the City, its agents, contractors, employees, tenants, or licensees.

7. **SEVERABILITY.** If any part of this Agreement or its application to any person or circumstance is held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the Parties agree that they will cooperate to amend or revise this Agreement to accomplish, to the greatest degree practical, the same purpose as the part determined to be invalid or unconstitutional. It is the intent of the Parties to preserve and protect, to the maximum extent possible, the Parties' contractual rights and benefits under this Agreement.

8. **GOOD FAITH.** Each Party agrees that, notwithstanding any provision herein to the contrary, it will not unreasonably withhold or unduly delay any consent, approval, decision, determination, or other action required or permitted under the terms of this Agreement, it being agreed and understood that each Party will act in good faith and will at all times deal fairly with the other Party.

9. **NOTICE.** Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with a service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

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

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

**DEVELOPERS:** Camino Real Investment Properties, LLC  
Attn: Douglas A. Schwartz  
6080 Surety Drive, Suite 300  
El Paso, Texas 79905

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

A Party may change its respective address for notice to any other address within the United States of America by giving at least five calendar days' written notice to the other Parties. Any Party may, by giving at least five (5) calendar days' written notice to the other Parties, designate additional parties to receive copies of notices under this Agreement.

10. **CUMULATIVE RIGHTS.** All remedies, either under this Agreement or at law or in equity or otherwise available to a Party, are cumulative and not alternative and may be exercised or pursued

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separately or collectively in any order, sequence, or combination. The City does not waive any rights, immunities, or defenses which it either has or may have under law or in equity.

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

**12. ASSIGNMENT.** The benefits and burdens of this Agreement are personal obligations of the Developers and also are binding on the heirs, successors, and assigns of the Developers. The Developers' obligations under this Agreement may not be assigned without the express written approval of the City. The City's written approval may not be withheld if the Developers' assignee explicitly assumes all obligations of the Developers under this Agreement and the appropriate Subdivision Construction Agreements and has posted the required securities. The City, in its sole discretion, may assign some or all of its rights under this Agreement, and any such assignment shall be effective upon notice to the Developers.

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

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

**15. CONSTRUCTION CONTRACTS.** All work performed by a contractor or consultant of the Developers will not, under any circumstances, relieve the Developers of their responsibilities and obligations under this Agreement.

**16. INTERESTED PARTIES.** The Developers acknowledge that Section 2252.908, Texas Government Code requires disclosure of certain matters by certain business entities, including a sole proprietorship, partnership, or corporation, but not including individual persons, entering into a contract with the City. The Developers understand and agree, if such disclosure is required under Chapter 2252 of the Texas Government Code, the City may not enter into this Agreement until the City has received any required completed and signed Texas Ethics Commission (TEC) Form 1295 with a certificate number assigned by the TEC, pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC. The Developers understand that failure to provide said form, if required, complete with a certificate number assigned by the TEC may prohibit the City from entering this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and provided to the City. The City does not have the ability to verify the information included in a TEC Form 1295.

**17. CHAPTER 2271 REPRESENTATION.** If required under Chapter 2271 of the Texas Government Code, the Developers represent and warrant that, at the time of execution and delivery of this Agreement, neither the Developers, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, boycotts Israel or will boycott Israel

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during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycotts Israel” and “boycott Israel” mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developers understand "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developers and exists to make a profit. This section does not apply to an individual person or the Developer which is a sole proprietorship and/or which has less than ten full-time employees.

**18. CHAPTER 2252 REPRESENTATION.** If required under Chapter 2252 of the Texas Government Code, the Developers represent and warrant that, neither the Developers, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same that exists to make a profit, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201, Texas Government Code, and posted on the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developers and each parent company, wholly or majority-owned subsidiaries, and other affiliates of the same that exist to make a profit, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization. The Developers understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developers and exists to make a profit. This section only applies to a “company,” as defined in Section 2252.151, Texas Government Code, and does not apply to an individual person.

**19. CHAPTER 2274 REPRESENTATION.** If required under Chapter 2274 of the Texas Government Code, the Developers verify that they and their parent companies, wholly or majority-owned subsidiaries, and other affiliates do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002 (as added by Senate Bill 13 in the 87th Legislature, Regular Session), Texas Government Code and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developers understand ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developers within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

**20. CAPACITY TO EXECUTE.** Any representatives executing this Agreement on behalf of any other entity, each independently represent, warrant, and contract individually that he or she possesses the right and actual authority, as defined by law, to execute this Agreement and thereby fully bind the Party represented to the terms and obligations contained herein.

**21. COUNTERPARTS.** To facilitate execution, this Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all Parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a facsimile or electronic signature (e.g., PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

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

**EXECUTED** in El Paso, El Paso County, Texas.

**THE TOWN OF HORIZON CITY**

By:   
Ruben Mendoza, Mayor

**APPROVED AS TO FORM:**

  
Theresa Cullen Cordova  
Assistant City Attorney


**APPROVED AS TO CONTENT:**

  
Michelle Garcia, AICP, CNU-A  
Planning Director


(Signatures continued on next page)

**DEVELOPERS**

**RANCHOS REAL XV, LLC**

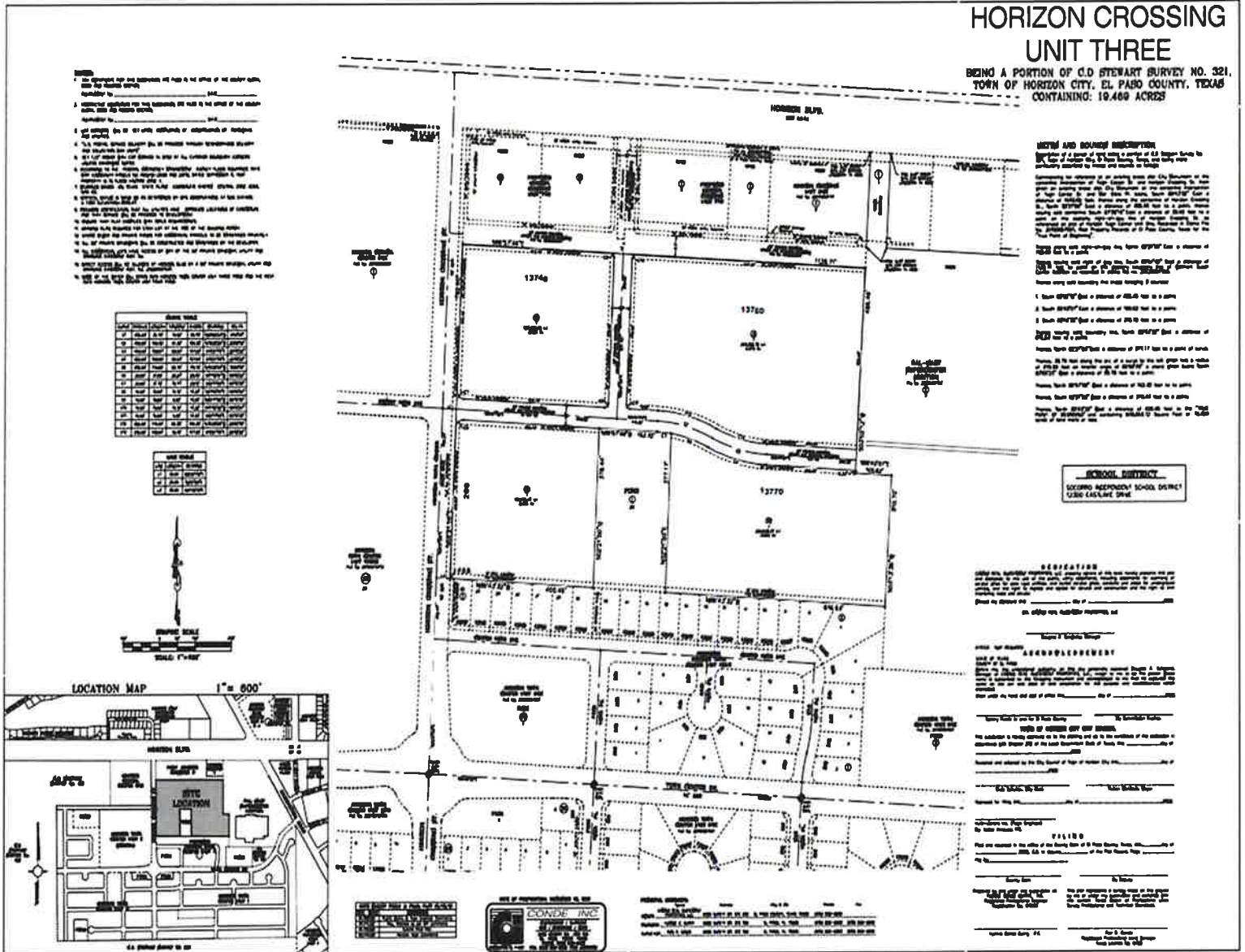
By:   
\_\_\_\_\_  
Douglas A. Schwartz  
Manager

**CAMINO REAL INVESTMENT PROPERTIES,  
LLC**

By:   
\_\_\_\_\_  
Douglas A. Schwartz  
Manager



**Exhibit "B"**  
**Final Plat Horizon Crossing Unit Three**



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**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** March 2, 2022

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

**From:** Michelle Padilla, Planning Director

**SUBJECT:** **Item 11:** On the final plat application for Horizon Crossing Unit Three (#SUB002492-2021), legally described as being a portion of C.D. Stewart Survey No. 321, Town of Horizon City, El Paso County, Texas. Containing 19.469 +/- acres. Application submitted by Conde Inc.  
**Item 12:** On a Resolution authorizing the Mayor to sign a Developer Participation Agreement between the Town of Horizon City, Camino Real Investment Properties, LLC, and Ranchos Real XV, LLC for the construction and maintenance of a larger ponding area within the Horizon Town Center Unit Four subdivision.

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**ITEM 11:**

On February 21, 2022, the Planning and Zoning Commission voted unanimously to recommend approval of the final plat application for the Horizon Crossing Unit Three subdivision with the following conditions:

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

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

**ITEM 12:**

The City has historically required commercial developments to provide privately maintained ponding areas on site and has only accepted those ponds serving both commercial and residential developments when the amount of residential water entering the pond is more than 50% of the capacity. In this case, the commercial development accounts for 80% of the capacity whereas the residential water is only 20% of the capacity. Understanding that allowing for one pond will provide for more developable commercial land in this area, the Assistant City Attorney and staff have worked with the developer on a Developer Participation Agreement for the maintenance of the ponding area.

The agreement attached to Item 12 of this agenda provides for a lump sum payment from the developer to the City in the amount of \$80,000.00. This is to cover the additional maintenance costs of the pond for a period of 10 years. The annual maintenance is estimated to be \$10,000.00 per year and since the amount of commercial water entering the pond is roughly 80% (versus 20% residential water), the developer's share of that annual cost is \$8,000.00; however, the developer has opted to provide a one-time lump sum payment to cover the total amount of \$80,000.00.

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



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

**Case No.:** SUB002493-2022  
*Horizon Crossing - Unit Three*

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

**P&Z Hearing Date:** February 21, 2022

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

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

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

**Property Owner:** Camino Real Investment Properties, LLC

**Applicant:** Camino Real Investment Properties, LLC

**Nearest Park:** Corky Park

**Nearest School:** Horizon High School

**SURROUNDING PROPERTIES:**

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

**LAND USE AND ZONING:**

<b>Land Use</b>	Vacant
<b>Zoning</b>	C-2 Commercial

**Application Description:**

*Preliminary Subdivision:*

The applicant is requesting to subdivide approximately 19.469 acres of land. The proposed subdivision includes 4 lots for commercial development, the smallest lot measuring approximately 3.469 acres and the largest lot measuring approximately 6.070 acres in size. The lots will have perpetual access via a 50' wide private driveway, utility, and drainage easement.

**History:**

The preliminary plat for this subdivision was recommended for approval by the Planning and Zoning Commission on January 17, 2022 with the condition that all staff comments be addressed prior to City Council action. The applicant addressed the comments and the City Council approved the preliminary plat on February 8, 2022 with the condition that the proposed 50' Private Driveway, Utility, and Drainage Easement shall be recorded prior to the plat being recorded and the instrument number shall be provided on the face of the recording plat.

A portion of the proposed subdivision was rezoned from R-9/CO to Commercial (C-2) on June 8, 2021 (Ordinance 0269).

**Staff Recommendation:**

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

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

**Planning Division Comments:**

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

**Public Works Director Comments:**

All review comments have been addressed.

**Town Engineer Comments:**

All review comments have been addressed.

**School District Comments:**

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

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

**TxDOT Comments:**

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

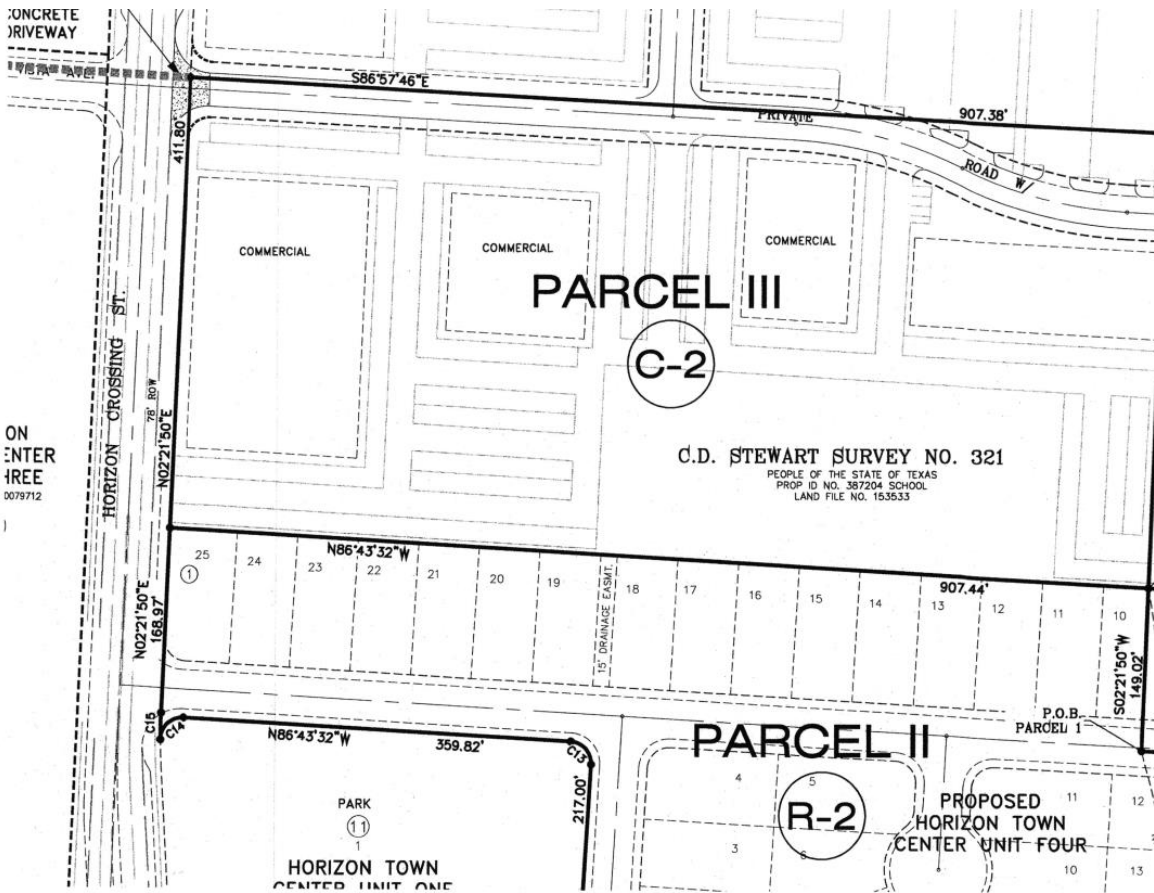
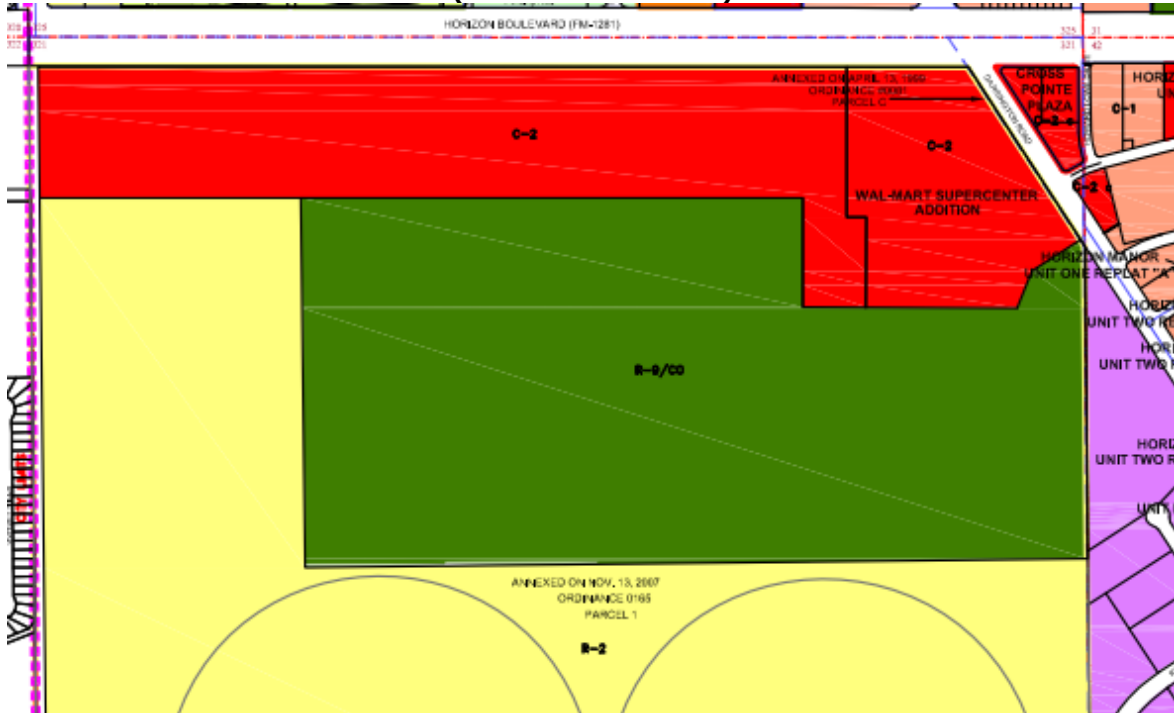
**El Paso Central Appraisal District Comments:**

The EPCAD approves this development.

**Attachments:**

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

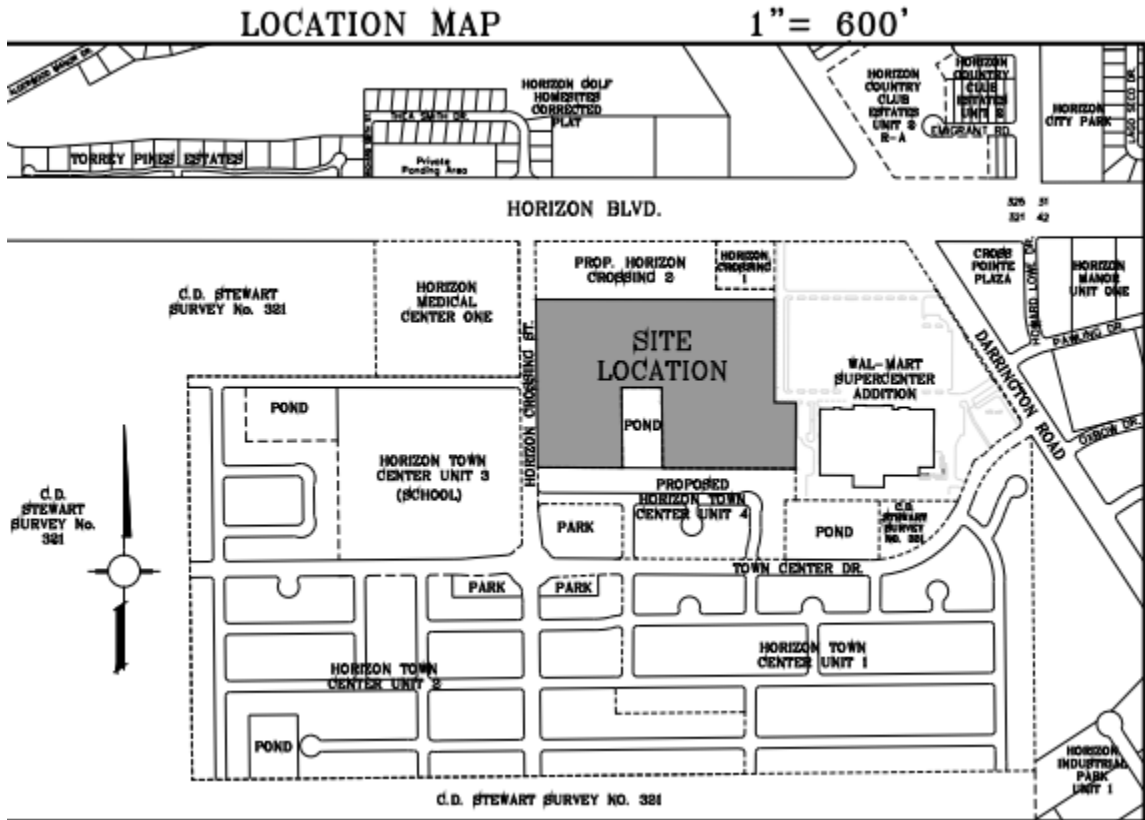
**Attachment 1: Zoning Designation  
(See Ordinance 0269)**



## Attachment 2: Aerial



Attachment 3: Location Map



**Attachment 4: Application**



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

**MAJOR SUBDIVISION  
 FINAL PLAT APPLICATION**

SUBDIVISION PROPOSED NAME: Horizon Crossing Unit Three SUBMITTAL DATE: January 18, 2022

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

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	_____	_____	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	_____	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	_____	_____
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK (Min 1 Acre)	_____	_____	<u>Existing Private ROW</u>	_____	_____
SCHOOL	_____	_____	<u>Utility &amp; Drainage Easement</u>	<u>1.726</u>	<u>1</u>
COMMERCIAL	<u>17.726</u>	<u>4</u>	TOTAL NO. SITES	<u>5</u>	_____
INDUSTRIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>19.496</u>	_____

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

4. WILL THE RESIDENTIAL SITES, AS PROPOSED, PERMIT DEVELOPMENT IN FULL COMPLIANCE WITH ALL ZONING REQUIREMENTS OF THE EXISTING RESIDENTIAL ZONE(S)? YES  NO  N/A

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

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

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

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

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

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

11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: \_\_\_\_\_

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

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

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

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

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

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

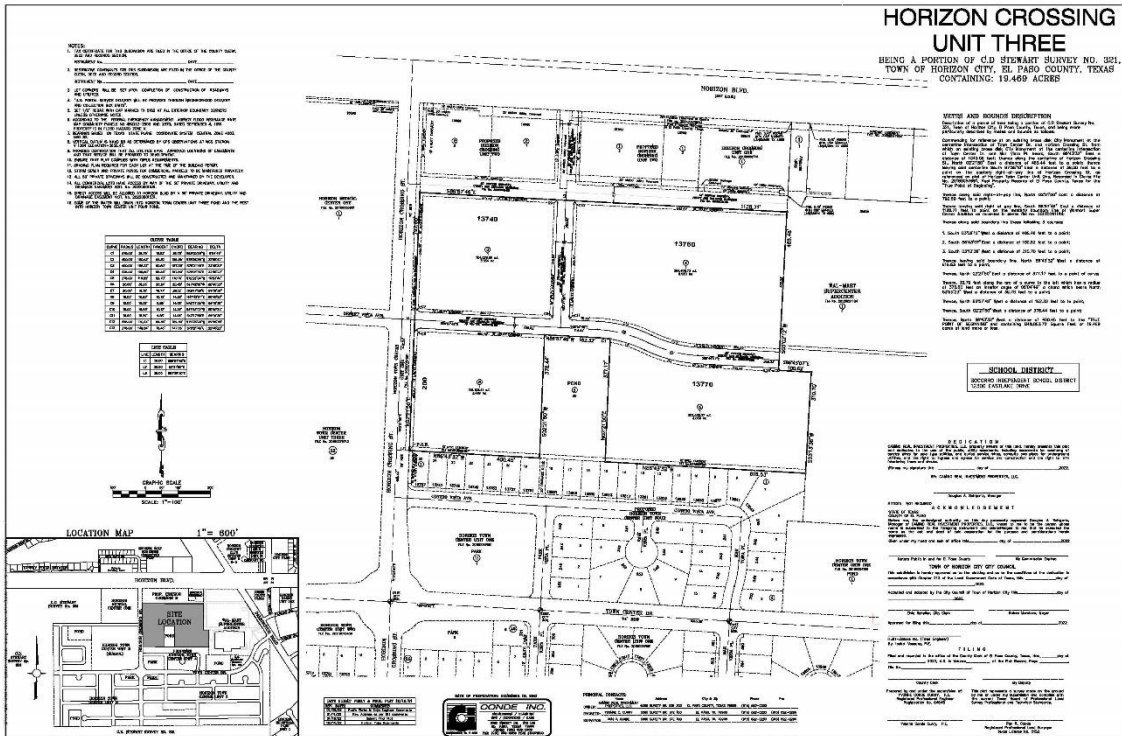
18. REP/POINT OF CONTACT Conrad Conde 6080 Surety Dr., Ste. 100 El Paso, TX 79905 cconde@condeinc.com 592-0283  
(NAME & ADDRESS) (EMAIL) (PHONE)

**NOTE:** Applicant is responsible for all expenses incurred by the City in connection with the Final plat approval request, including but not limited to attorney's fees, engineering fees and publication. Charges exceeding deposit will be invoiced separately. Initials CC

Applicant Signature \_\_\_\_\_ EMAIL cconde@condeinc.com

**APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING**  
 Acceptance of fee does not grant acceptance of application.  
 Non Refundable Deposit \$500.00 | Application Fee: \$150

# Attachment 5: Final Plat



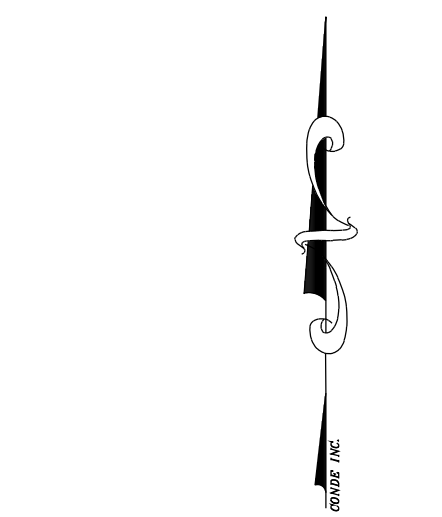
# HORIZON CROSSING UNIT THREE

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

- NOTES:**
- TAX CERTIFICATE FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.  
INSTRUMENT No. \_\_\_\_\_ DATE \_\_\_\_\_
  - RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.  
INSTRUMENT No. \_\_\_\_\_ DATE \_\_\_\_\_
  - LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS AND UTILITIES.
  - "U.S. POSTAL SERVICE DELIVERY WILL BE PROVIDED THROUGH NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS".
  - SET 1/2" REBAR WITH CAP MARKED TX 5152 AT ALL EXTERIOR BOUNDARY CORNERS UNLESS OTHERWISE NOTED.
  - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO 480212-250B AND 237B, DATED SEPTEMBER 4, 1991 PROPERTY IS IN FLOOD HAZARD ZONE X.
  - BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE 4203, NAD 83.
  - VERTICAL DATUM IS NAVD 88 AS DETERMINED BY GPS OBSERVATIONS AT NGS STATION V 1384 ELEVATION=3655.47.
  - PROVIDED CERTIFICATION THAT ALL UTILITIES HAVE APPROVED LOCATIONS OF EASEMENTS AND THAT SERVICE WILL BE PROVIDED TO DEVELOPMENT.
  - ENSURE THAT PLAT COMPLIES WITH TBPLS REQUIREMENTS.
  - GRADING PLAN REQUIRED FOR EACH LOT AT THE TIME OF THE BUILDING PERMIT.
  - STORM SEWER AND PRIVATE PONDS FOR COMMERCIAL PARCELS TO BE MAINTAINED PRIVATELY.
  - ALL 50' PRIVATE DRIVEWAYS WILL BE CONSTRUCTED AND MAINTAINED BY THE DEVELOPER.
  - ALL COMMERCIAL LOTS HAVE ACCESS BY WAY OF THE 50' PRIVATE DRIVEWAY, UTILITY AND DRAINAGE EASEMENT INST. No. 20220001531.
  - DIRECT ACCESS WILL BE ALLOWED AT HORIZON BLVD BY A 56' PRIVATE DRIVEWAY, UTILITY AND DRAINAGE EASEMENT INST. No. 20220001531.
  - SOME OF THE WATER WILL DRAIN INTO HORIZON TOWN CENTER UNIT THREE POND AND THE REST INTO HORIZON TOWN CENTER UNIT FOUR POND.

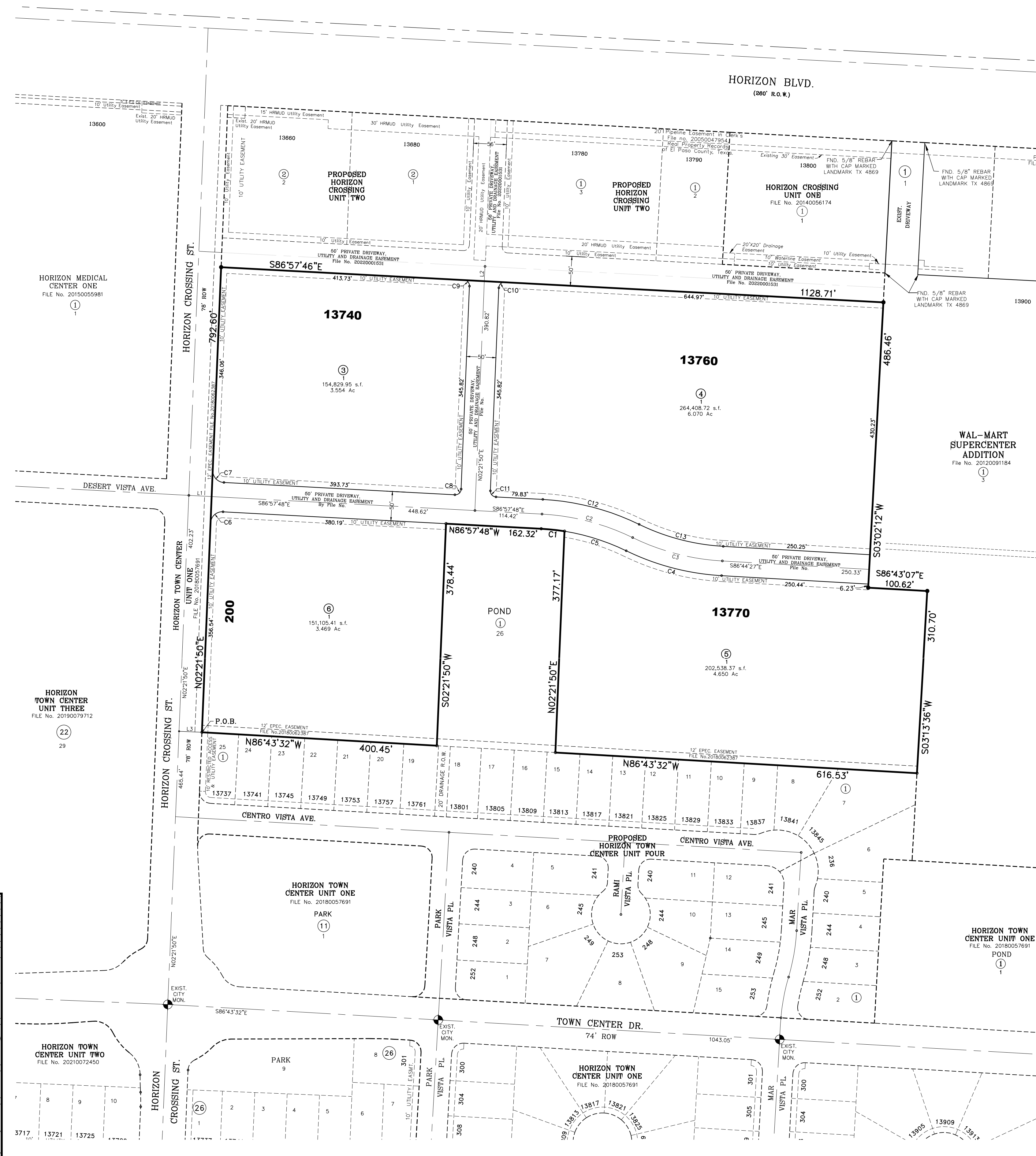
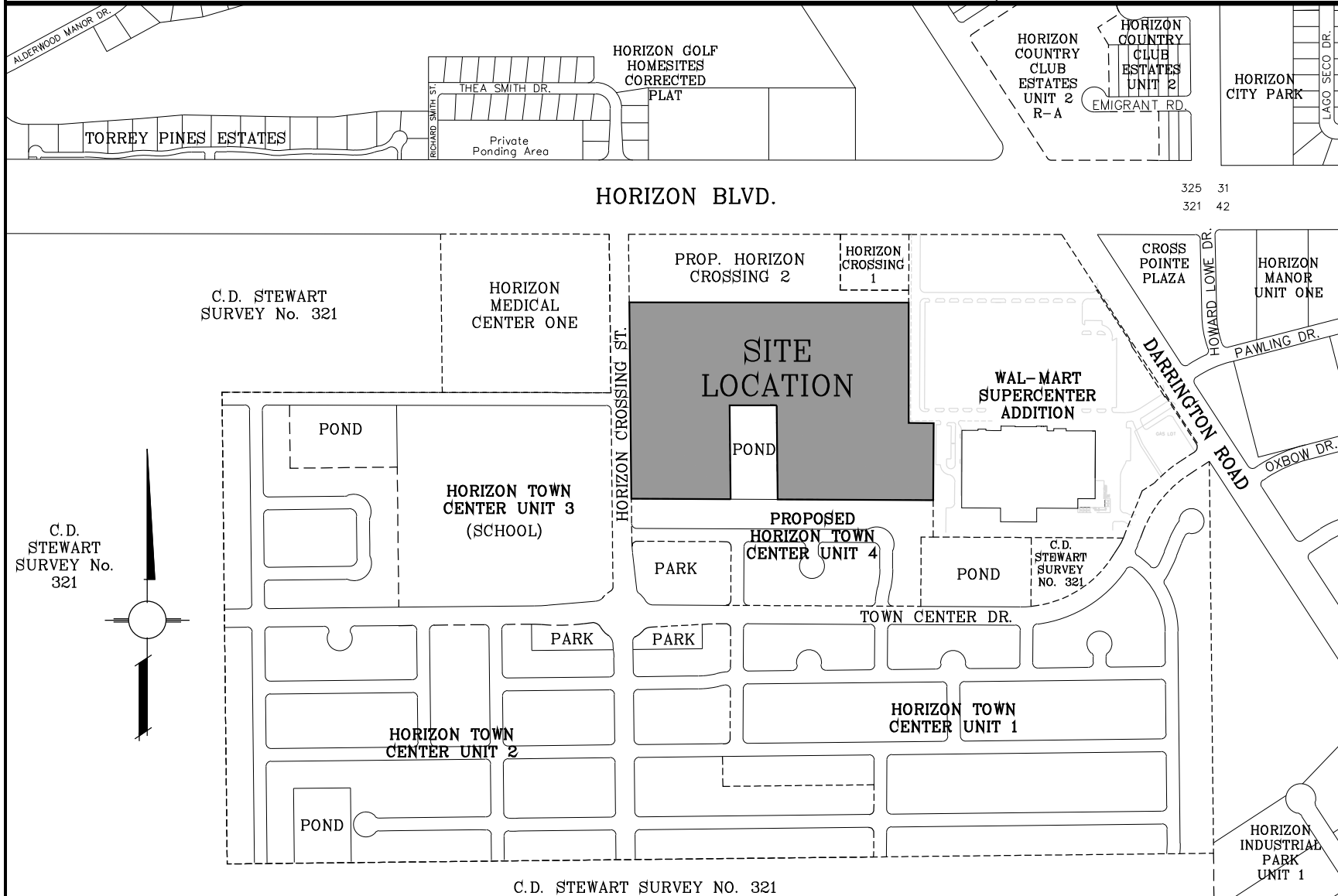
CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	375.00'	39.79'	19.92'	39.78'	N83°55'23"W	6°04'49"
C2	400.00'	160.42'	81.30'	159.35'	N75°28'26"W	22°46'42"
C3	400.00'	158.87'	80.50'	157.83'	S75°21'46"E	22°45'22"
C4	425.00'	168.80'	85.53'	167.69'	S75°21'46"E	22°45'22"
C5	375.00'	110.59'	55.70'	110.19'	N72°26'04"W	16°53'49"
C6	20.00'	31.65'	20.24'	28.45'	S47°42'01"W	90°40'22"
C7	20.00'	31.18'	19.77'	28.12'	S42°17'59"E	89°19'38"
C8	10.00'	15.83'	10.12'	14.22'	N47°42'01"E	90°40'22"
C9	10.00'	15.59'	9.88'	14.06'	N42°17'58"W	89°19'38"
C10	10.00'	15.83'	10.12'	14.22'	S47°42'02"W	90°40'24"
C11	10.00'	15.59'	9.88'	14.06'	S42°17'59"E	89°19'38"
C12	425.00'	170.44'	86.36'	169.30'	N75°28'26"W	22°56'38"
C13	375.00'	148.94'	75.46'	147.96'	S75°21'46"E	22°45'22"

LINE TABLE		
LINE	LENGTH	BEARING
L1	39.00'	S86°57'48"E
L2	25.00'	N2°21'50"E
L3	39.00'	S87°38'10"E



GRAPHIC SCALE  
SCALE: 1" = 100'

## LOCATION MAP 1" = 600'



### METES AND BOUNDS DESCRIPTION

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

Commencing for reference at an existing brass disk City Monument at the centerline intersection of Town Center Dr. and Mar Vista Pl. bears South 86°43'32" East a distance of 1043.05 feet; thence along the centerline of Horizon Crossing St. North 02°21'50" East a distance of 455.44 feet to a point; thence leaving said centerline South 87°38'10" East a distance of 39.00 feet to a point on the easterly right-of-way line of Horizon Crossing St. as referenced on plat of Horizon Town Center Unit One, Recorded in Clerks File No. 20180057691, Real Property Records of El Paso County, Texas for the "True Point of Beginning".

Thence along said right-of-way line, North 02°21'50" East a distance of 792.60 feet to a point;  
Thence leaving said right of way line, South 86°57'46" East a distance of 1128.71 feet to point on the westerly boundary line of Walmart Super Center Addition as recorded in clerks file no. 20120091184;  
Thence along said boundary line these following 3 courses:

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

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

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

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

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

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

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

**SCHOOL DISTRICT**  
SOCORRO INDEPENDENT SCHOOL DISTRICT  
12300 EASTLAKE DRIVE

### DEDICATION

CAMINO REAL INVESTMENT PROPERTIES, LLC, property owners of this land, hereby presents this plat and dedicates to the use of the public, utility easements, including easements for overhead of service wires for pole utility, and buried service wires, conduits and pipes for underground utilities, and the right to ingress and egress for service and construction and the right to trim interfering trees and shrubs.

Witness my signature this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
BY: CAMINO REAL INVESTMENT PROPERTIES, LLC.  
Douglas A. Schwartz, Manager

### ACKNOWLEDGEMENT

ATTEST: NOT REQUIRED  
STATE OF TEXAS  
COUNTY OF EL PASO  
Before me, the undersigned authority, on this day personally appeared Douglas A. Schwartz, Manager of CAMINO REAL INVESTMENT PROPERTIES, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said corporation for the purpose and considerations herein expressed.  
Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public in and for El Paso County My Commission Expires \_\_\_\_\_  
TOWN OF HORIZON CITY COUNCIL

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

Accepted and adopted by the City Council of Town of Horizon City this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Elvio Schuller, City Clerk Ruben Mendoza, Mayor

Approved for filing this \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
Hull-Zellers Inc. (Town Engineer)  
By: Isabel Vasquez, P.E.

### FILING

Filed and recorded in the office of the County Clerk of El Paso County, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, A.D. in Volume \_\_\_\_\_ of the Plat Record, Page \_\_\_\_\_

County Clerk \_\_\_\_\_ By Deputy \_\_\_\_\_

Prepared by and under the supervision of:  
YVONNE CONDE CURRY, P.E.  
Registered Professional Engineer  
Registration No. 64648

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

REV. DATE	COMMENTS
01/03/22	Public Works & Town Engineer Comments
01/11/22	Rev. Address on per '911 comments
01/18/22	Submit Final Plat
02/14/22	Horizon Town Comments

DATE OF PREPARATION: DECEMBER 18, 2021

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

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

S:\CADD\DATA\CT\HORIZON-CROSS-3.dwg, FINAL, 2/24/2022, 2:56:26 PM, C.A. CORTEZ

**RESOLUTION**  
**OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS**  
**DIVISION OPERATION STONEGARDEN (OPSG)**  
**FY2023 (3007409)**

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

**WHEREAS**, the Town of Horizon City finds it in the best interest of the citizens of the Town of Horizon City to submit the grant application for the FY23 Operation Stonegarden (OPSG) project to the Office of the Governor,

**WHEREAS**, The Town of Horizon City acknowledges that the Office of the Governor, Operation Stonegarden does NOT require matching funds or an in-kind match;

**WHEREAS**, The Town of Horizon City agrees that in the event of loss or misuse of the Office of the Governor, FY23 Operation Stonegarden funds, the Town of Horizon City assures that the funds will be paid back in full;

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

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

**NOW THEREFORE, BE IT RESOLVED** that the Town of Horizon City, Council has approved submission of the grant application for FY23 Operation Stonegarden (OPSG).

Adopted on the \_\_\_\_\_ day of July, 2024.

(Signatures continued on next Page)

**TOWN OF HORIZON CITY**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** July 09, 2024

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

**From:** Art Rubio, Planner

**SUBJECT:** **Preliminary & Final Subdivision Plat** applications for **Bain Office (Case No. SUC24-0001)**, legally described as Tracts 10 & 10A, Section 43, and Tracts 13A & 13A1, Section 42, Block 78, Township 3, T.&P. R.R. Co. Surveys, and A Portion of Lot 4, Block 2, Texland, Town of Horizon City, El Paso County, Texas. Containing 4.314 acres ±. Application submitted by CIRE3 Architects LLC.

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On June 17, 2024, the Planning & Zoning Commission unanimously recommended approval of Bain Office combination plat.

The application meets all minimum requirements of a preliminary and final subdivision plat and staff recommends approval of the Bain Office Subdivision Plat on a Preliminary and Final Subdivision basis.

Attached for your review is the staff report that was prepared for the Planning and Zoning Commission and the preliminary plat.



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

**Case No.:** **SUC24-0001 Bain Office**

**Application Type:** **Preliminary & Final Subdivision Plat Applications**

**P&Z Hearing Date:** June 17, 2024

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

**Address/Location:** 14160 Blair Dr., South of Blair Dr. and East of Kenazo Dr.

**Property ID Nos.:** 156277, 273110 and 46511

**Legal Description:** Tracts 10 & 10A, Section 43, and Tracts 13A & 13A1, Section 42, Block 78, Township 3, T.&P. R.R., and A Portion of Lot 4, Block 2, Texland, Town of Horizon City, El Paso County, Texas, approximately 4.78523 ±

**Property Owner:** Bain Investments

**Representative:** CIRE3 Architects

**Nearest Park:** Golden Eagle Park

**Nearest School:** Pete Duarte Head Start/Frank Macias Elementary

<b>SURROUNDING PROPERTIES:</b>		
	<b>Zoning</b>	<b>Land Use</b>
<b>N</b>	M-1 (Light Industrial)	Warehousing/Industrial
<b>E</b>	R-9 (Single-Family Dwelling)/ETJ	Residential/ETJ
<b>S</b>	M-1 (Light Industrial)	Warehousing/Industrial
<b>W</b>	R-2 (Single-Family Dwelling)/COEP ETJ	Residential/COEP ETJ
<b>LAND USE AND ZONING:</b>		
	<b>Existing</b>	<b>Proposed</b>
<b>Land Use</b>	Office Warehousing	Office Expansion
<b>Zoning</b>	M-1 (Light Industrial)	M-1 (Light Industrial)

**Application Description:**

*Preliminary and Final Subdivision:*

The applicant requested to subdivide and combine two unplatted lots and a portion of a platted lot into a one lot industrial subdivision for an office expansion. The proposed subdivision includes a total of 4.314-acre lot for warehousing and office development. The applicant proposes an office expansion to the existing development. The subject property includes existing roadway and stormwater drainage improvements. Pursuant to Horizon City Municipal Code, Subdivision Ordinance, no permit may be issued without the submittal and approval of a subdivision plat. The applicant submitted a Land Development Exemption Determination, and the final determination was made that the property did not meet any exemptions from platting and a subdivision plat is required.

In accordance with Chapter 212 of the Texas Local Government Code, public notice on preliminary and final subdivisions is not required. In addition, the applicant is not required to erect signs notifying the public of the proposed subdivision on the subject property.

**Staff Recommendation:**

Staff recommends approval of the Preliminary and Final Subdivision Plats

**Planning Division Comments:**

Preliminary Plat:

- 1. ~~Revise application and plat to include the total size of the property.~~
- 2. ~~Include existing access roadway(s) cross section and type adjacent to the subject property.~~
- 3. ~~Include written metes and bounds.~~

Final Plat:

- 1. ~~Revise application and plat to include the total size of the property.~~
- 2. ~~Include written metes and bounds.~~

**Public Works Director Comments:**

~~BAIN OFFICE SUBDIVISION (Preliminary plat)~~

~~6/5/2024 Review 1~~

- 1. ~~Provide an address.~~
- 2. ~~Show the location of the permanent monument and control points.~~
- 3. ~~Missing metes and bounds description.~~
- 4. ~~Show location of water courses, ravines, and other features pertinent to subdivision.~~  
Provide  
the total flow for that specific watershed area.
- 5. ~~On note #10, add to note "Industrial Park Central Ponding area project CIP15-002".~~
- 6. ~~All easements pertaining to this parcel must be shown.~~

~~BAIN OFFICE SUBDIVISION (Final plat)~~

~~6/5/2024 Review 1~~

- 1. ~~Provide an address.~~
- 2. ~~Show the location of the permanent monument and control points.~~
- 3. ~~Missing metes and bounds description.~~
- 4. ~~Provide metes and bounds closure.~~
- 5. ~~On note #10, add to note "Industrial Park Central Ponding area project CIP15-002".~~
- 6. ~~All easements pertaining to this parcel must be shown.~~
- 7. ~~El Paso County 9-1-1 District approval is required for the addresses.~~

**Town Engineer Comments:**

No comments

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

No comments received

**TxDOT Comments:**

No comments

**El Paso Central Appraisal District Comments:**

No comments

**El Paso Electric Company:**

Please add an existing easement to the parcel, we have attached a copy of the filed easement.

**Texas Gas:**

Texas Gas Service has no comments.

**Clint Independent School District:**

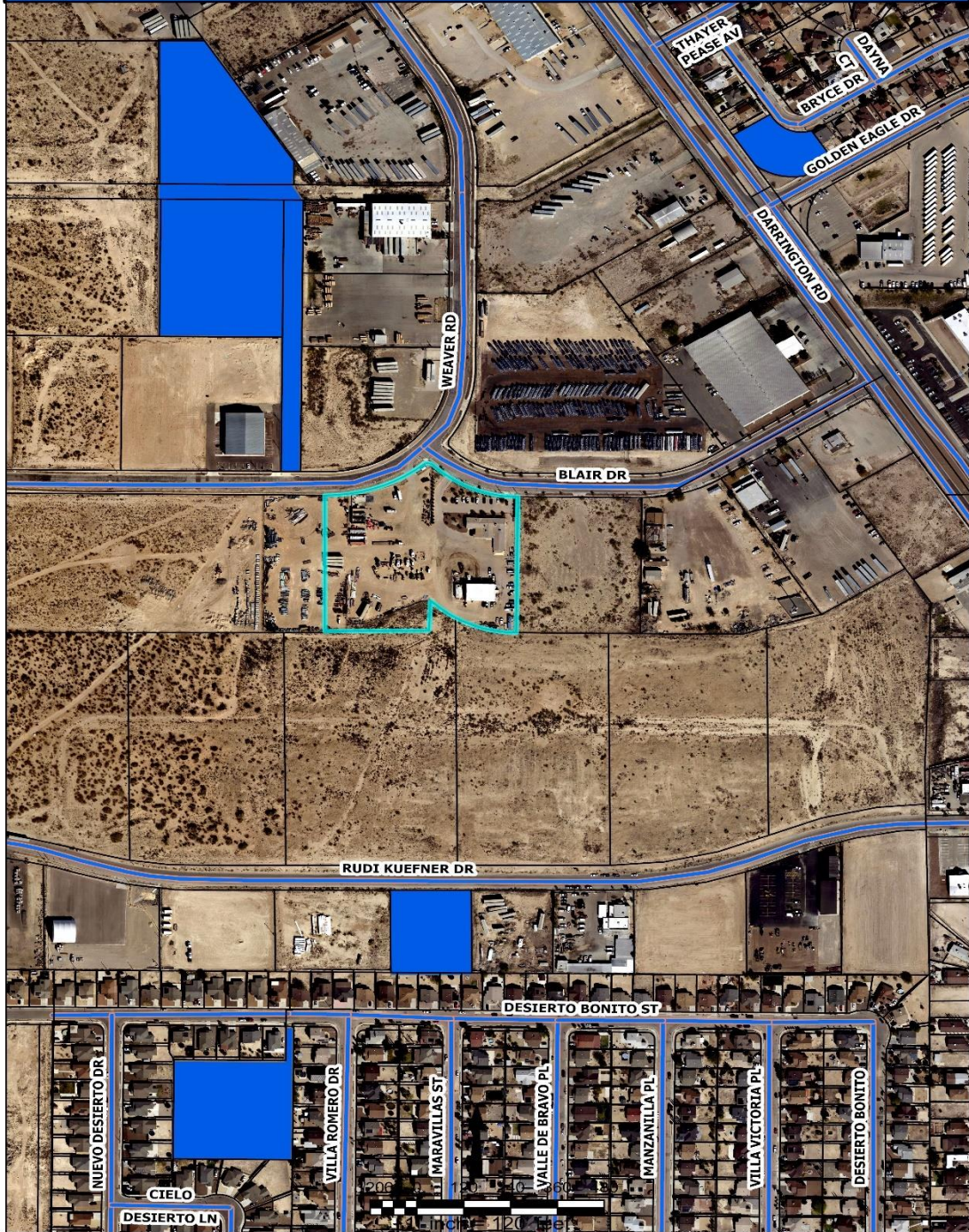
No comments

**Attachments:**

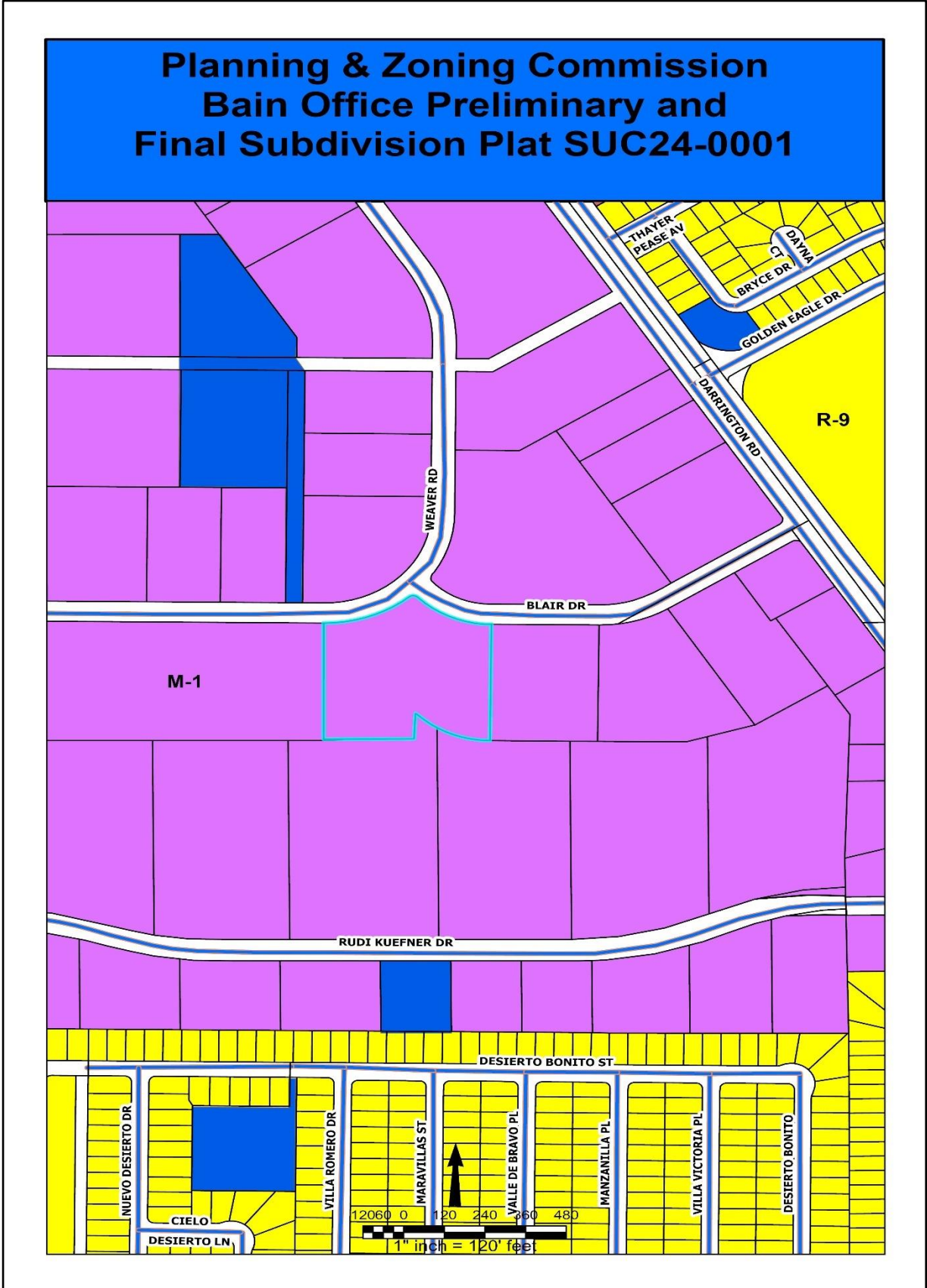
- 1 - Aerial
- 2 – Zoning Designation Map
- 3 - Location Map
- 4 – Preliminary Plat
- 5 – Final Plat
- 6 – Preliminary & Final Plat (Combination) Oline Application

Attachment 1: Aerial Map

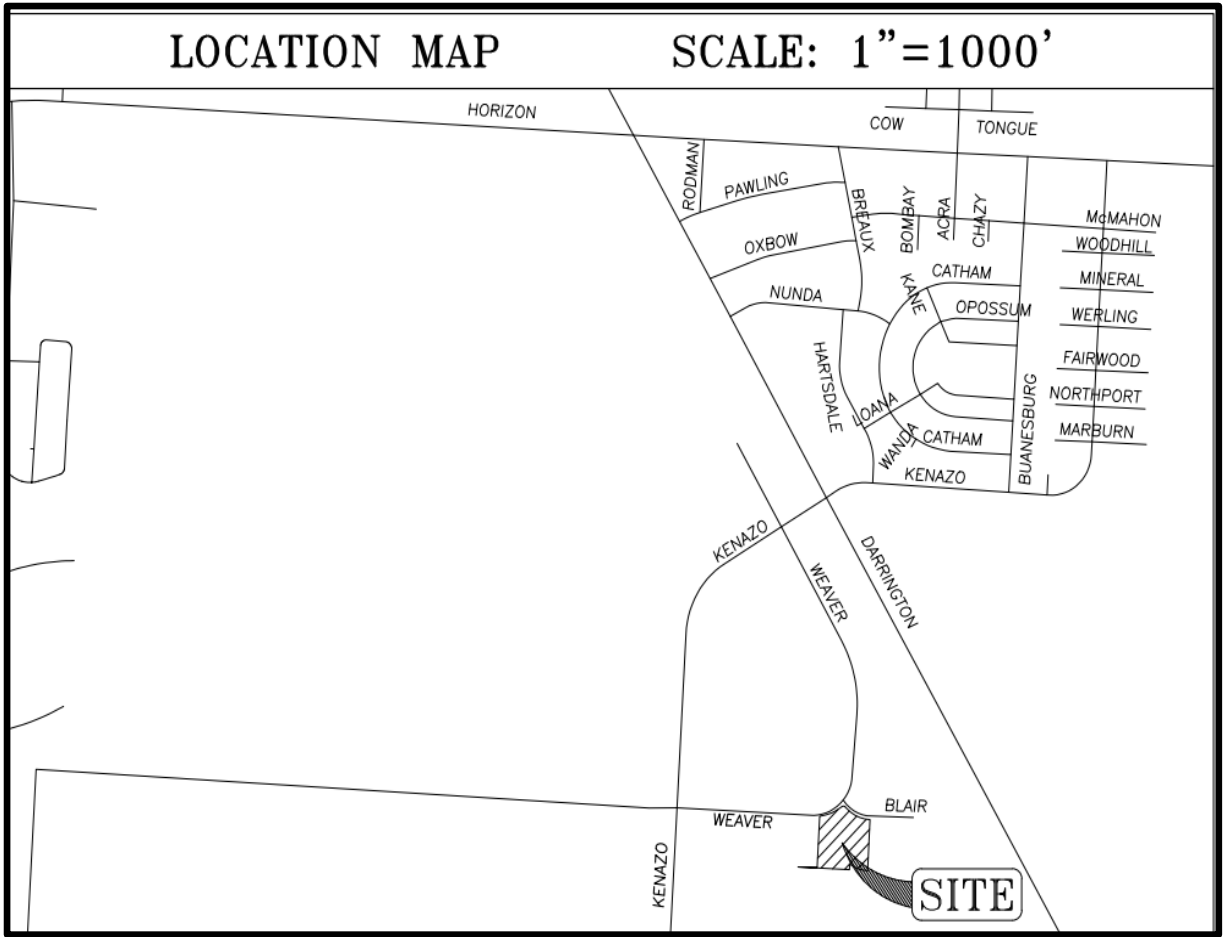
**Planning & Zoning Commission  
Bain Office Preliminary and  
Final Subdivision Plat SUC24-0001**



Attachment 1: Zoning Designation Map



**Attachment 3: Location Map**







**Attachment 6: Preliminary & Final Plat (Combination) Online Application**



**Town of Horizon City, TX**  
**Town of Horizon City Hall**

14999 Darrington Road  
 Horizon City, TX 79928  
 915-852-1046  
<https://www.horizoncity.org/>

**PERMIT**

<b>SUC24-0001</b>	<b>SUBDIVISION COMBO (SUB/REPLAT- BOTH PRELIM/FINAL)</b>
SITE ADDRESS: 14160 BLAIR DR HORIZON CITY	ISSUED:
PRIMARY PARCEL: X57800034301267	EXPIRES:
PROJECT NAME:	

**APPLICANT:** CIRE3  
 2601 East Yandell  
 El Paso, TX 79903  
 9152250635

**OWNER:** BAIN SCOTT  
 14160 BLAIR DR  
 HORIZON CITY, TX 79928-7683

Detail Name	Detail Value
Engineering Plan Review Invoice Amount #1	500
Please select the Land Use here:	Industrial
Please provide the Specific Use here - e.g. <input type="checkbox"/> Residential: single-family/duplex. <input type="checkbox"/> Commercial: retail/office. <input type="checkbox"/> Industrial: manufacturing/assembly. <input type="checkbox"/> Institutional: church/hospital. <input type="checkbox"/> Civic: library/park/government	Construction Yard/Office
Number of Units:	2
Acreage:	4.004
If single-family or duplex development is proposed: enter the average floor area of houses	174,414.24 ft.
Are special improvements proposed in connection with the development?	No
Is a modification of any portion of the subdivision ordinance proposed?	No
If answer is "Yes", please explain the nature of the modification or enter N/A	N/A
What type of landscaping is proposed?	Other
If answered "Other", please describe the landscaping type proposed or enter N/A	Existing within lot
Remarks and/or explanation of special circumstances	Second lot PID No. X57800034301280
Will plat be recorded prior to subdivision improvements being completed & approved?	No
If answered "Yes" to plat recorded before completion of subdivision improvements, have Required Guarantee OR Improvement Cost Estimates & Construction Agreement been submitted?	No
Will any Restrictions and Covenants be recorded with plat?	No
If the project will have improvements dedicated to the City, have the plans been approved?	N

Printed by : Art Rubio arc 05/23/2024 11:00 AM

Page 1 of 2



# BAIN OFFICE SUBDIVISION

TRACTS 10 & 10A, SECTION 43, AND TRACTS 13A & 13A1, SECTION 42, BLOCK 78, TOWNSHIP 3, T.&P. R.R. Co. SURVEYS, AND A PORTION OF LOT 4, BLOCK 2, TEXLAND, EL PASO COUNTY, TEXAS.  
4.314 ACRES ±

**PROPOSED LAND USE**  
**COMMERCIAL**  
COMMERCIAL LOTS = 1

**SCHOOL DISTRICT**  
**CLINT**  
**INDEPENDENT**  
**SCHOOL DISTRICT**

### DEDICATION

BAIN INVESTMENTS, 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 overhanging 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.

BAIN INVESTMENTS

### ACKNOWLEDGEMENT

COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX, BAIN INVESTMENTS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that 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..

### 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. \_\_\_\_\_.

\_\_\_\_\_ by Deputy

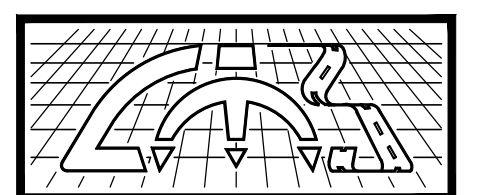
Subdivision improvement plans prepared by and under the supervision of:

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.

Sandra M. Hernandez, P.E.  
Registered Professional Engineer  
Registration No. 97224

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

### SURVEYOR



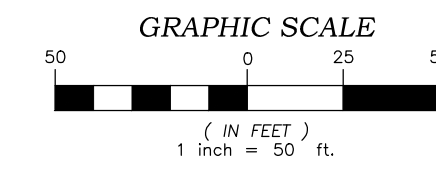
**Land-Mark Professional Surveying, Inc.**  
1420 Bessemer Drive, Suite 'A',  
El Paso, Texas 79935  
(915) 598-1300  
email: Larry@land-marksurvey.com  
"Serving Texas, New Mexico and Arizona"

### OWNER

BAIN INVESTMENTS  
14160 BLAIR DRIVE  
HORIZON CITY, TEXAS 79928  
VOICE: (915) 852-8620  
CONTACT: SCOTT BAIN

### ENGINEER

SANDRA HERNANDEZ  
10710 GATEWAY NORTH,  
SUITE B-5, BOX# 255,  
EL PASO, TEXAS 79924  
PHONE: (915) 238-4699



### LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET CENTERLINE
- EASEMENT LINE
- ⊙ EXISTING CITY MONUMENT
- ⊙ BLOCK NUMBER
- ⊙ LOT NUMBER
- ⊙ ADDRESS

### METES & BOUNDS DESCRIPTION

COMMENCING, for reference, at the northwest corner of said Lot 4, Block 2, Texland; THENCE, South 87°02'53" East, with the northerly boundary line of said Lot 4, a distance of 105.20 feet to the POINT OF BEGINNING of this parcel description;

THENCE, Northeastly with the arc of a curve to the left and continuing with said northerly boundary line, a distance of 59.08 feet to a point, for a corner of this parcel; Said curve having a radius of 384.00 feet, a central angle of 08°45'56", and a chord which bears North 88°32'39" East, a distance of 59.02 feet;

THENCE, North 02°57'50" East, a distance of 405.78 feet to a point lying in the southerly right-of-way line of Weaver Road (70 feet wide), for a corner of this parcel;

THENCE, Northeastly with the arc of a curve to the left and with said southerly right-of-way line, a distance of 208.05 feet to a point, for a corner of this parcel; Said curve having a radius of 384.00 feet, a central angle of 31°02'32", and a chord which bears North 68°04'02" East, a distance of 205.51 feet;

THENCE, Southeastly with the arc of a curve to the right and continuing with said southerly right-of-way line, a distance of 28.69 feet to a point, for a corner of this parcel; Said curve having a radius of 20.00 feet, a central angle of 82°10'51", and a chord which bears South 86°21'59" East, a distance of 28.29 feet;

THENCE, South 45°16'45" East, southerly right-of-way line of Blair Drive (70 feet wide) distance of 23.79 feet to a point, for a corner of this parcel;

THENCE, Southeastly with the arc of a curve to the left and with said southerly right-of-way line, a distance of 216.58 feet to a point, for a corner of this parcel; Said curve having a radius of 297.17 feet, a central angle of 41°45'26", and a chord which bears South 66°09'29" East, a distance of 211.82 feet;

THENCE, South 87°02'10" East, continuing with said southerly right-of-way line, a distance of 1.80 feet to a point lying in the, for a corner of this parcel;

THENCE, South 02°57'50" West, a distance of 405.09 feet to a point lying in the northerly boundary line of Lot 3, Block 2, Texland, for a corner of this parcel;

THENCE, Northwestly with the arc of a curve to the right and with said northerly boundary line, a distance of 162.46 feet to a point lying in the westerly boundary line of said Lot 3, for a corner of this parcel; Said curve having a radius of 297.16 feet, a central angle of 31°19'28", and a chord which bears North 71°01'07" West, a distance of 160.45 feet;

THENCE, North 87°02'53" West, a distance of 334.80 feet to the POINT OF BEGINNING.

Said parcel contains 4.314 Acres (187,897 Square feet) more or less.

TRACT 1, J1  
BAIN INVESTMENTS  
DOC# 200650117231

TRACT 1  
NHL SURVEYS CORPORATION  
DOC# 20160013008

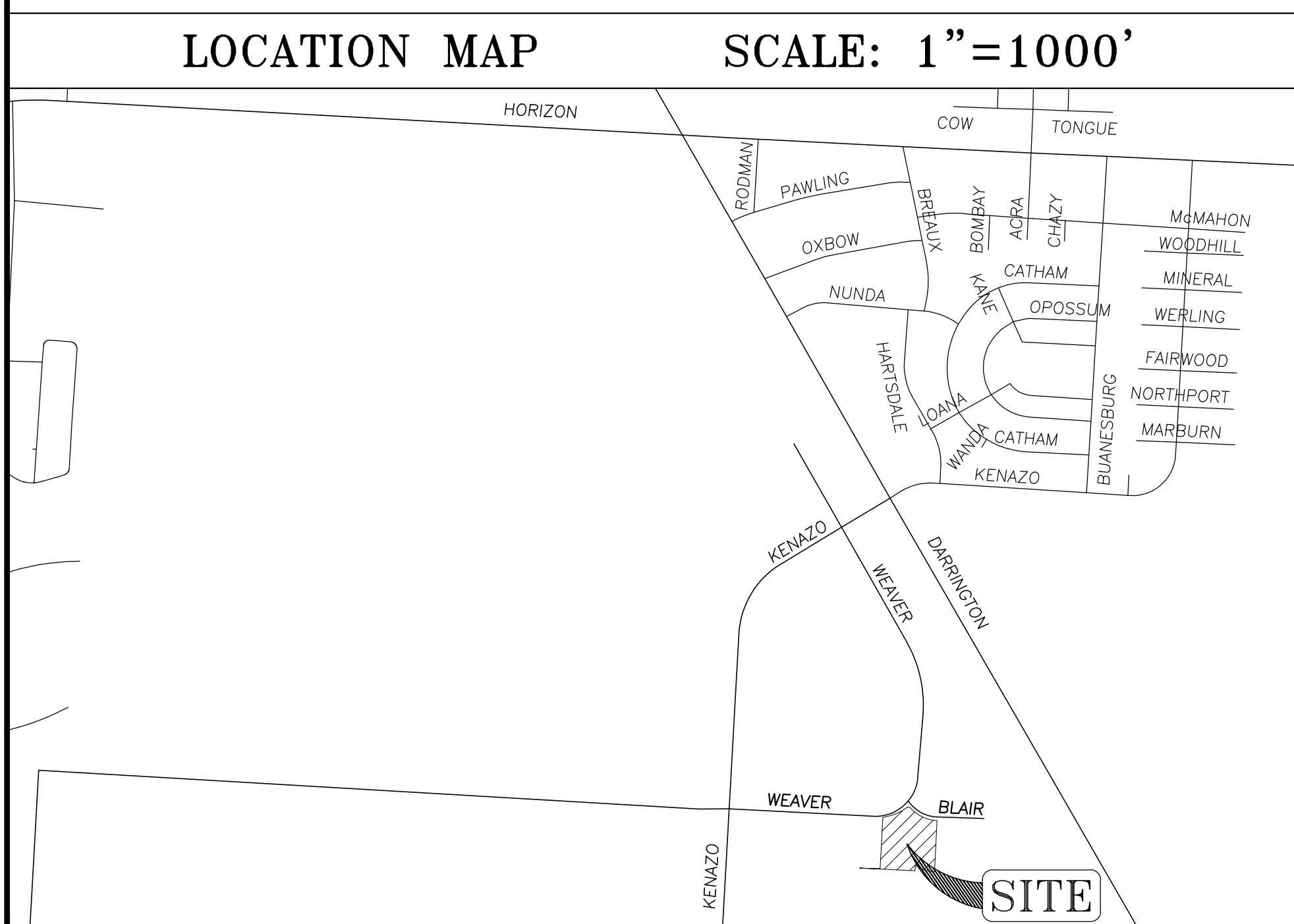
1  
187,897 Sq. Ft.  
4.314 Acres  
14160

LOT 4, BLOCK 2, TEXLAND  
TEXLAND INDUSTRIAL PARK  
DOC# 20050061771

LOT 3, BLOCK 2, TEXLAND  
BAIN INVESTMENTS  
DOC# 20050064589

### LOCATION MAP

SCALE: 1"=1000'



### BENCHMARK

CITY MONUMENT AT THE CENTERLINE INTERSECTION OF KENAZO AVENUE & WEAVER ROAD, ELEVATION 4020.01' (NAVD 88 DATUM)

### PLAT NOTES AND RESTRICTIONS

- BEARINGS ARE BASED ON UNDERLYING DEEDS.
- ⊙ = THIS SYMBOL REPRESENTS ALL EXISTING STREET MONUMENTS LOCATIONS.
- ⊙ = THIS SYMBOL REPRESENTS U.S. POSTAL SERVICE COLLECTION BOX UNITS. POSTAL SERVICE WITHIN THE SUBDIVISION WILL BE PROVIDED USING NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
- ACCORDING TO THE FEDERAL EMERGENCY MAPPING AGENCY, FLOOD INSURANCE RATE MAP, PANEL NO. 480212 0250B, DATED SEPTEMBER 4, 1991, THIS PROPERTY APPEARS TO LIE WITHIN ZONE "X" WHICH BY DEFINITION 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 TX4869 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. \_\_\_\_\_
- BAIN OFFICE SUBDIVISION FOR 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.
- PIPING SYSTEM DESIGNED TO DRAIN IN TO CITY POND
- GRADING PLAN/PERMIT IS REQUIRED AT THE TIME OF THE BUILDING PERMIT.
- ELEVATIONS ARE NAVD88 DATUM.

LINE	BEARING	LENGTH
L1	S45°16'45"E	23.79'
L2	S87°02'10"E	1.80'
L3	S02°57'07"W	44.32'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	384.00'	208.05'	205.51'	N88°04'02"E	31°02'32"
C2	20.00'	28.69'	26.29'	S86°21'59"E	82°10'51"
C3	297.17'	216.58'	211.82'	S66°09'29"E	41°45'26"
C4	297.16'	162.46'	160.45'	N71°01'07"W	31°19'28"
C5	384.00'	59.08'	59.02'	N88°32'39"E	8°48'56"



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** July 09, 2024

**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. SDO24-0001)** to reaffirm approval and allow recording of the plat prior to the completion of all required improvements secured by sufficient bond. The subject property is 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 June 17, 2024, the Planning and Zoning Commission voted unanimously to recommend City Council reaffirm approval of the final subdivision plat for the subject property and allow recording of the plat prior to the completion of all required improvements secured by sufficient bond.

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 and eligible for construction of 10 residential dwellings with partial improvements prior to the completion of all required subdivision improvements and maintenance as secured through a sufficient bond.

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, TEXAS**

**RESOLUTION**

**WHEREAS**, Texas Local Government Code Section 212.046 restricts the issuance of building permits until a development plat is filed with and approved by the municipality;

**WHEREAS**, the Town of Horizon City has adopted Ordinance No. 0035, Regulations for Subdivisions, which requires public subdivision improvements be completed prior to recordation of the subdivision plat, and so the issuance of building permits are generally issued following the completion of the public improvements and recordation of the final plat;

**WHEREAS**, local developers have requested that the City allow certain permits to be issued for lots within subdivisions in which the construction of public subdivision improvements have begun following the approval of the final subdivision plat by the City but before such plat has been recorded and the subdivision improvements completed, inspected, recorded, dedicated and accepted for maintenance;

**WHEREAS**, City staff has worked with the Fire Marshal of the El Paso County Emergency Services District #1 to develop a policy whereby permits may be issued for a limited number of lots in a subdivision, provided that certain public subdivision improvements be completed to ensure adequate access for emergency services to the permitted lots, including operational fire hydrants, access to nearest improved roadways, construction of a minimal level of road improvements, and that financial security for the improvements be provided to the City; and

**WHEREAS**, City staff recommends allowing applicant a limited number of permits in an approved subdivision be issued following approval of a final subdivision plat but prior to completion of the public subdivision improvements and recording of the subdivision plat and dedication of public improvements, provided that such construction permits will be for limited

number of lots and subject to conditions to allow emergency services access and financial security to assure that the subdivision improvements to be dedicated for public use are completed.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the Town of Horizon City approves the issuance of conditional building permits for ten new residential structures (15% of 68 lots) for **Rancho Desierto Bello Unit 14 Subdivision** after the subdivision plat approval has been reaffirmed but prior to the completion of all public subdivision improvements, subject to the following conditions:

- 1) The total number of permits may not exceed 15% of the total number of lots in the subject subdivision, and in any event, shall not exceed a maximum number of 20 building permits in any subdivision.
- 2) Fire hydrant(s) must be installed within 500 feet of the subject lots. Such fire hydrants shall be flow tested and charged. Written confirmation from the Horizon Regional Municipal Utility District (HRMUD) stating that the testing and charging requirements have been met shall be provided prior to commencement of any construction.
- 3) The subject lots shall be along the street(s) within the subdivision that are closest to the nearest improved public roadway.
- 4) The access roadways to the subject lots shall be constructed to the extent that curb and gutter have been completed and, at a minimum, be improved with tested and field-approved base course by the Town Engineer, or such other person as designated.
- 5) Work done under any Conditional Building Permit cannot be concealed and shall remain open for inspection and can only proceed to the point where the next sequential inspection is required.

6) The application for approval of the Final Subdivision Plat and the financial security required by Section 4.10.3 of the Town's Subdivision Ordinance No. 0035 for the completion of all public improvements in the subdivision shall be submitted and approved prior to the commencement of construction under any conditional building permit.

7) Prior to the completion of the public improvements or any construction of the residential units on the lots, the final subdivision plat shall be recorded.

8) No final Inspection will be performed, nor will any Certificates of Occupancy be issued by the Building Official until all of the public improvements have been completed, inspected, dedicated and accepted by the Town for maintenance.

Passed and approved this \_\_\_\_\_ day of July, 2024.

**TOWN OF HORIZON CITY, TEXAS**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sylvia Borunda Firth, City Attorney

**DEVELOPER CERTIFICATION**  
**Conditional Building Permit (for Early Start Construction)**

Developer/Owner Name: \_\_\_\_\_

Subdivision: \_\_\_\_\_

Subdivision Address: \_\_\_\_\_

Preliminary Plat Approval Date: \_\_\_\_\_

Conditional Permit Requested for Number of Lots: \_\_\_\_\_

Identify Lots/Addresses: \_\_\_\_\_

\_\_\_\_\_

Description of Work: \_\_\_\_\_

Permit No. \_\_\_\_\_

I certify that I am the owner of the property and I have received approval of a Final Subdivision Plat for the above-referenced subdivision and such plat has been recorded and filed of record with the County of El Paso Clerk's Office. I have requested that the Town of Horizon City issue a Conditional Building Permit for a portion of the lots in the subdivision which does not exceed 15% of the total number of lots or the maximum number of 20 lots, whichever is less, as further identified above, prior to the acceptance of the public subdivision improvements.

**I assume all risk and responsibility due to the construction of the work included in any Conditional Building Permit, and will strictly adhere to all code requirements. In the event that I cannot obtain final inspection, approval and acceptance for the subdivision improvements, it will be my responsibility to return the subject site to its condition prior to commencement of construction.**

I acknowledge that in order to expedite the issuance of the Conditional Building Permit, the Town of Horizon City has imposed certain conditions and that I am responsible for satisfying those conditions as they apply to work included in any Conditional Building Permit, as follows:

- 1) The total number of Conditional Building Permits may not exceed 15% of the total number of lots in the subject subdivision and, in any event, shall not exceed a maximum number of 20 Conditional Building Permits in any subdivision.
- 2) Fire hydrant(s) must be installed within 500 feet of the subject lots. Such fire hydrants shall be flow tested and charged. Written confirmation from the Horizon Regional Municipal Utility District (HRMUD) stating that the testing and charging requirements have been met shall be provided prior to commencement of any construction.
- 3) The subject lots shall be along the street(s) within the subdivision that are closest to the nearest improved public roadway.

- 4) The access roadways to the subject lots shall be constructed to the extent that curb and gutter have been completed and, at a minimum, be improved with tested and field-approved base course by the Town Engineer, or such other person as designated.
- 5) Work done under any Conditional Building Permit cannot be concealed and shall remain open for inspection and can only proceed to the point when the next sequential inspection is required.
- 6) The application for approval of the Final Subdivision Plat and the financial security required by Section 4.10.3 of the Town's Subdivision Ordinance No. 0035 for the completion of all public improvements in the subdivision shall be submitted and approved prior to the commencement of construction under any Conditional Building Permit.
- 7) Prior to the completion of the public improvements or any construction of the residential units on the lots, the Final Subdivision Plat shall be recorded.
- 8) No Final Inspection will be performed nor will any Certificates of Occupancy be issued by the Building Official until all of the public subdivision improvements have been completed, inspected, dedicated and accepted by the Town for maintenance.

I understand that I am responsible for notifying the Building Official in writing of the completion of these conditions and that failure to comply will result in a stop work order at the project and no work shall be proceed until these conditions are met.

**I AGREE TO INDEMNIFY THE TOWN OF HORIZON CITY, ITS EMPLOYEES, REPRESENTATIVES AND AGENTS (INDEMNIFIED PARTIES) AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM ANY AND ALL LIABILITY, LOSS OR EXPENDITURE OF ANY KIND OR NATURE WHICH MAY BE SUSTAINED AS A RESULT OF THE CONSTRUCTION UNDER ANY CONDITIONAL BUILDING PERMIT ISSUED.**

All contractors must be registered with the Town of Horizon City.

**I HEREBY CERTIFY THAT THE INFORMATION PROVIDED HEREIN TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.**

\_\_\_\_\_  
Owner's Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



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

**Case No.:** SDO24-0001  
*Rancho Desierto Bello Unit Fourteen (RDBU14)*

**Application Type:** **Final Plat/Recording Prior to Completion of All Req. Improvements**

**P&Z Hearing Date:** June 17, 2024

**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

<b>SURROUNDING PROPERTIES:</b>		
	<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
<b>LAND USE AND ZONING:</b>		
	<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, and the Final Subdivision Plat on January 16, 2024. The applicant is now requesting reaffirmed approval of RDB-U14 on a Final Subdivision Plat basis for recording prior to the completion of all required improvements. The applicant is requesting a partial early construction of 10 single-family units with required partial improvements prior to the completion of all required improvements and has submitted a good and sufficient bond as reviewed by Engineering to secure all required improvements and maintenance pursuant to Subdivision Recording requirements of the Horizon City Municipal Code. 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. There are no additional changes other than the request to record prior to the completion of all required improvements by securing all improvements and maintenance through sufficient bond as they would like to start construction of 10 single-family homes.

**Planning Comments:**

No additional comments.

**Public Works Director Comments:**

No additional comments

**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. "Ferro Cactus Place" spelling different on face of plat and Table. Correct spelling on face of plat.~~
- ~~4. Verify spelling of "Ferocactus Place" in note 10. Ensure that spelling is consist in plat text and face of plat.~~
- ~~5. See Town of Horizon for additional comments.~~

**School District Comments:**

No objections

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

The 911 District has no comments/concerns regarding this subdivision.

**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 Standard 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.

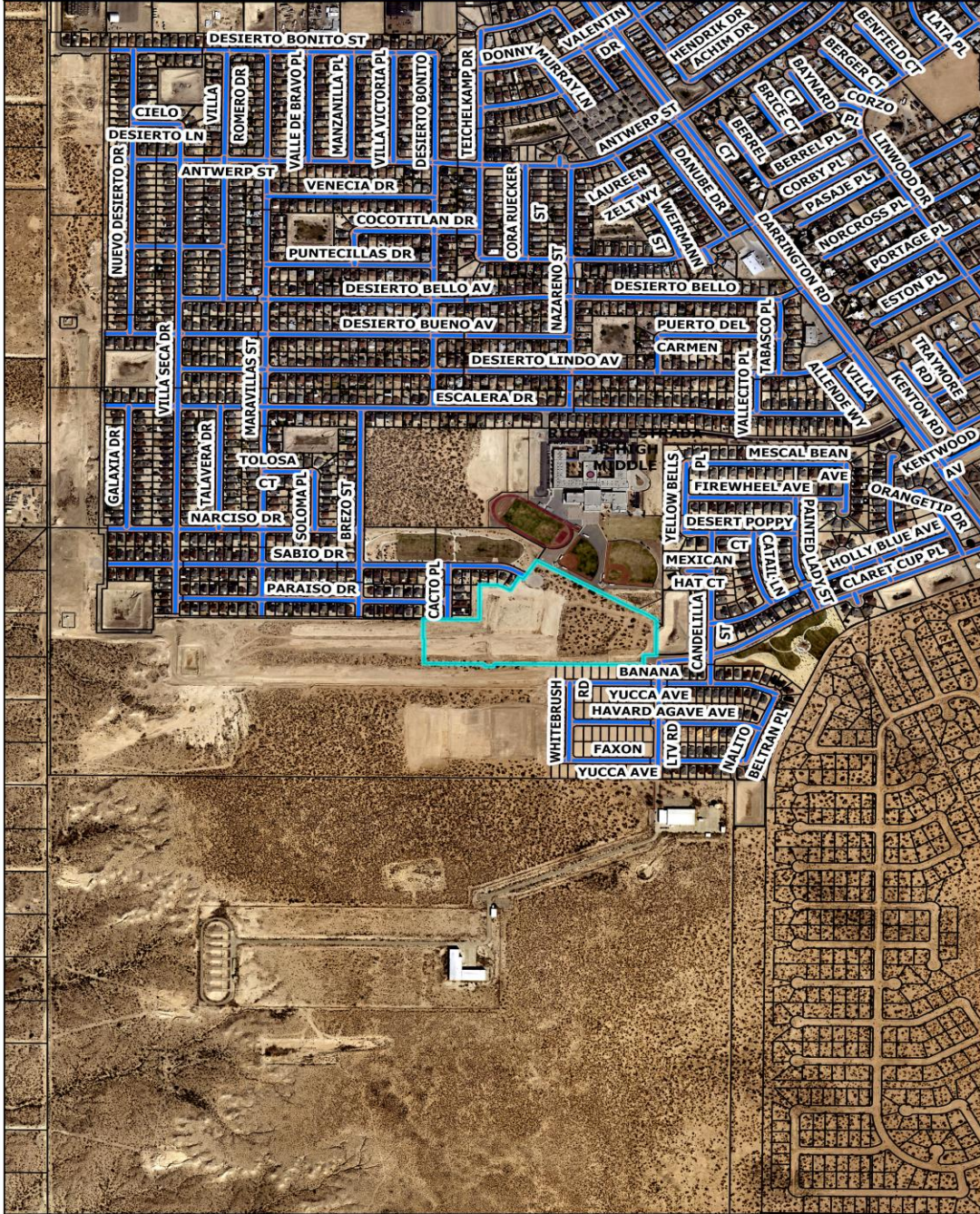
Failure of the subdivider to submit a recording plat within twelve (12) months of approval of the final plat by the City Council will nullify the approval of the final plat and obligate the subdivider to reapply for preliminary plat approval should the subdivider wish to pursue the subdivision. (§4.11.2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

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

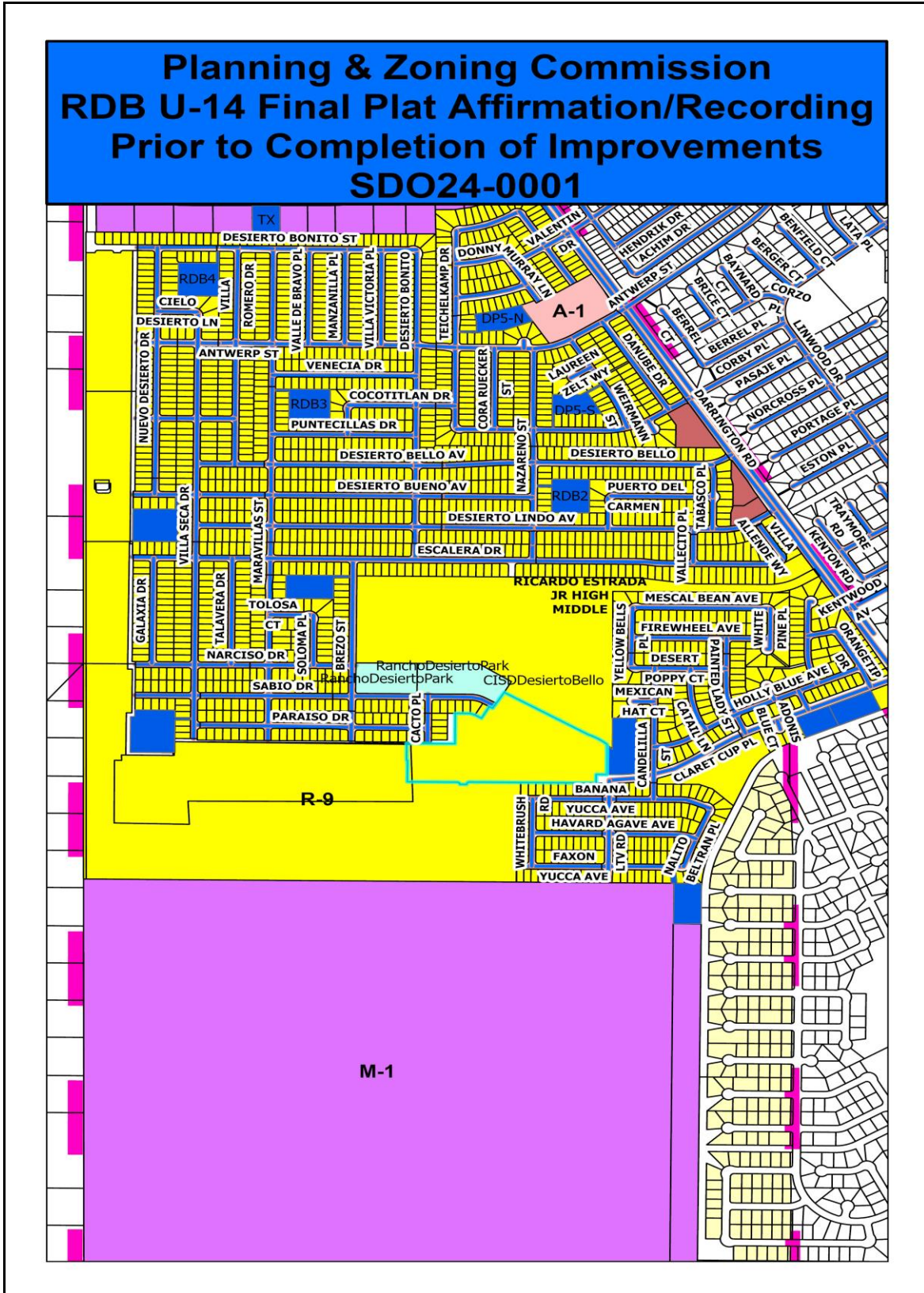
**Attachments:**

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

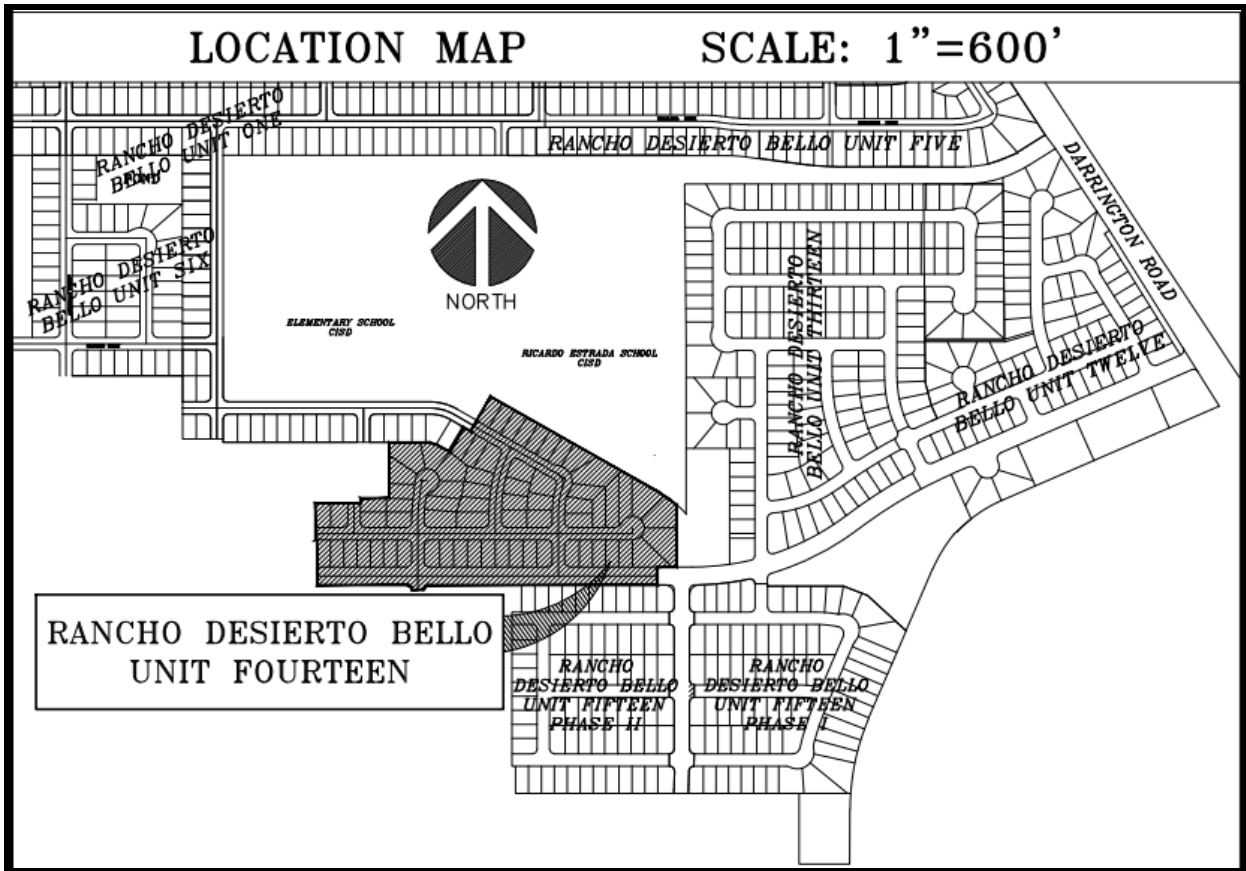
**Planning & Zoning Commission  
RDB U-14 Final Plat Affirmation/Recording  
Prior to Completion of Improvements  
SDO24-0001**



Attachment 2: Zoning Map



Attachment 3- Location Map





**Attachment 5 – Application Final Subdivision Plat**



**Town of Horizon City, TX**

**Town of Horizon City Hall**

14999 Darrington Road  
 Horizon City, TX 79928  
 915-852-1046  
<https://www.horizoncity.org/>

**PERMIT**

<b>SDO24-0001</b>	<b>SUBDIVISION (OTHER)</b>
<b>SITE ADDRESS:</b> 0 UNKNOWN HORIZON CITY	<b>ISSUED:</b>
<b>PRIMARY PARCEL:</b> X29700000000080	<b>EXPIRES:</b>
<b>PROJECT NAME:</b>	

**APPLICANT:** TRE & Associates, L.L.C  
 110 Mesa Park  
 El Paso, TX 79912  
 9158529093

**OWNER:** Greg DiDonna  
 11427 Rojas Dr.  
 EL PASO, TX 79936

Detail Name	Detail Value
Engineering Plan Review Invoice Amount #1	500
Please select the Land Use here:	Residential
Please provide the Specific Use here - e.g. <b>Residential:</b> single-family/duplex, <b>Commercial:</b> retail/office, <b>Industrial:</b> manufacturing/assembly, <b>Institutional:</b> church/hospital, <b>Civic:</b> library/park/government	Single-Family
Number of Units:	20
Is a modification of any portion of the subdivision ordinance proposed?	Yes
If answer is "Yes", please explain the nature of the modification or enter N/A	Record Prior to Completing all Improvements
What type of landscaping is proposed?	Parkway
Will plat be recorded prior to subdivision improvements being completed & approved?	No
If answered "Yes" to plat recorded before completion of subdivision improvements, have Required Guarantee OR Improvement Cost Estimates & Construction Agreement been submitted?	Yes
Will any Restrictions and Covenants be recorded with plat?	Yes, if yes please attach copy
If the project will have improvements dedicated to the City, have the plans been approved?	N
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.	I acknowledge
Comments due date	6/06/2024
Planning and Zoning Commission review date	N/A
City Council date	06/11/2024

# 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

VIVA LAND VENTURES, LP, the owner of this land, does hereby present this map and dedicate their respective portions of property to the use of the public, 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.

Greg DiDonna, President  
VIVA LAND VENTURES, LP

## ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared Greg DiDonna, President, VIVA LAND VENTURES, LP, 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

Subdivision Improvement Plans  
prepared by and under the supervision  
of TRE & Associates, LLC

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

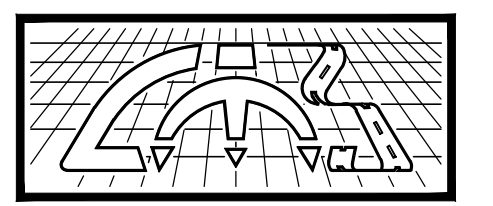
## OWNER

VIVA LAND VENTURES, LP  
11427 ROJAS DRIVE  
EL PASO, TEXAS 79936  
(915)859-8900  
CONTACT: GREG DIDONNA



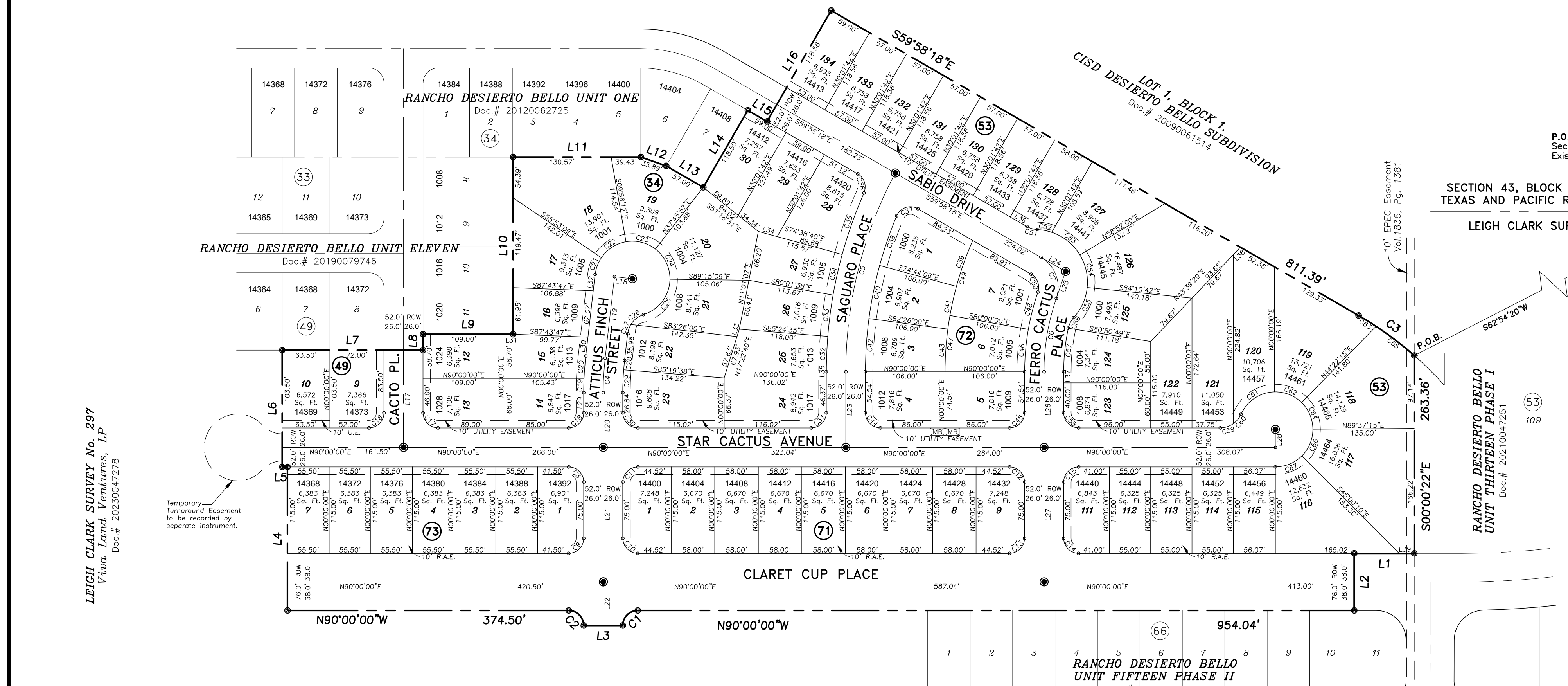
Engineering Solutions  
TBE FIRM NO. 15867  
110 Mesa Park Drive, Suite 200  
El Paso, Texas 79912  
Office: (915) 852-9003  
Fax: (915) 629-8506

## SURVEYOR

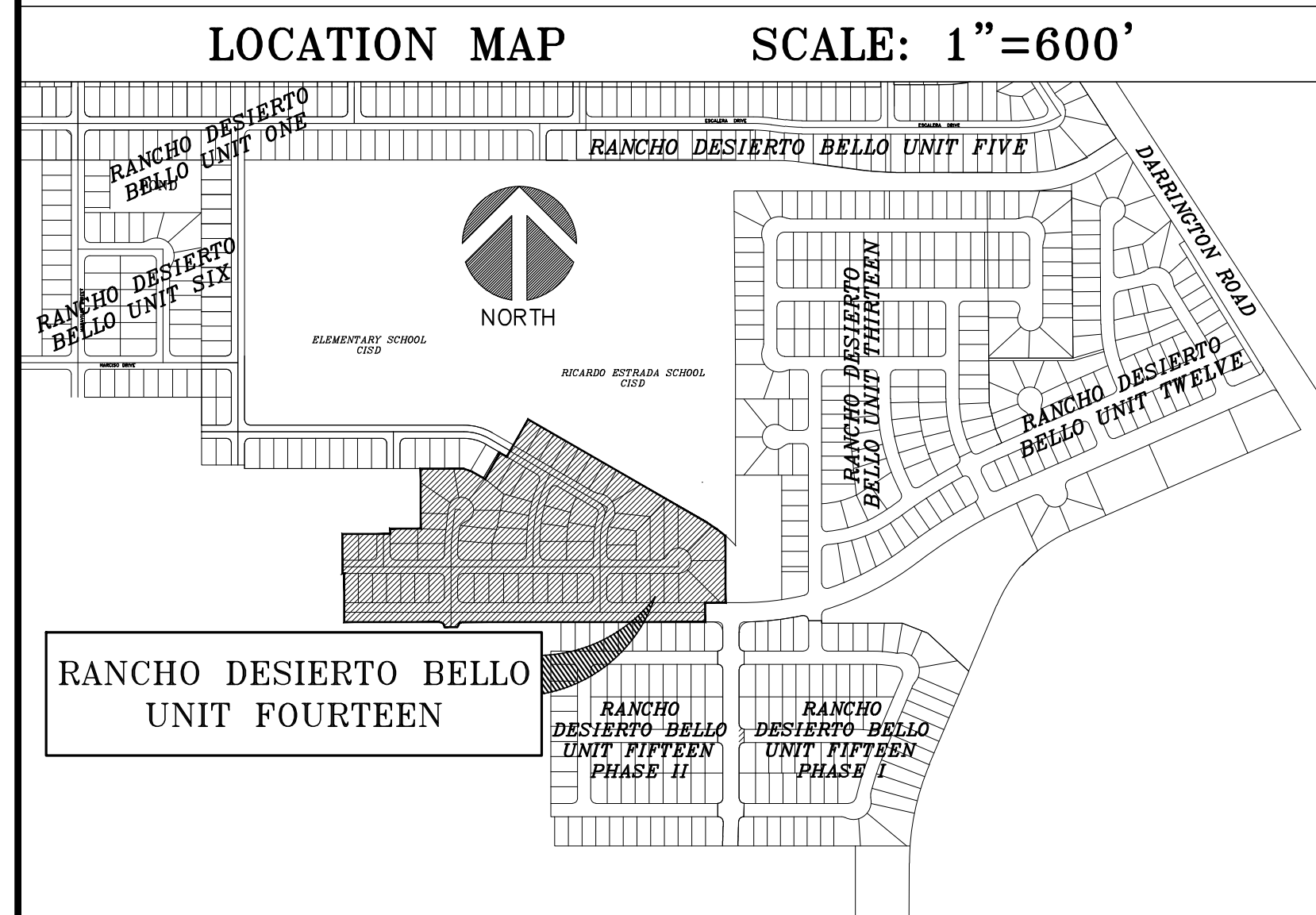


1420 Bessemer Drive, Suite 'A',  
El Paso, Texas 79935  
(915) 598-1300  
email: Larry@land-marksurvey.com  
"Serving Texas, New Mexico and Arizona"

DATE OF PREPARATION: JUNE 7, 2022  
DATE OF LAST REVISION: MARCH 19, 2024



- ### 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. \_\_\_\_\_
  - 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 FINCH STREET; LOT 9, BLOCK 71, LOT 111, BLOCK 53 ABUTTING FERRO CACTUS 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.



### 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 76.00 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 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 11.00 feet to a point, for a corner of this parcel;

THENCE, North 90°00'00" East, continuing with said southerly boundary line of Rancho Desierto Bello Unit Eleven, a distance of 120.00 feet to a point lying in the southeasterly corner of Rancho Desierto Bello Unit Eleven, 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 118.50 feet to a point, for a corner of this parcel;

THENCE, North 90°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°14'42" 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, continuing with said easterly 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°14'42" 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°22'30" 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 TABLE

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°22'30"W	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'	N07°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°59'20"
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°02'37"
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'	S07°14'37"W	4°35'25"
C33	590.00'	55.43'	55.41'	S07°16'54"W	5°22'52"
C34	590.00'	55.43'	55.41'	S12°39'51"W	5°22'52"
C35	590.00'	86.97'	86.89'	S19°34'43"W	6°26'46"
C36	20.00'	29.24'	26.71'	N05°05'16"W	64°46'25"
C37	20.00'	33.98'	30.04'	S71°21'53"W	72°41'54"
C38	538.00'	69.72'	69.67'	S18°58'39"W	72°30'30"
C39	432.00'	65.06'	65.00'	S19°24'46"W	8°37'45"
C40	538.00'	72.29'	72.44'	N07°29'02"E	72°41'54"
C41	432.00'	58.04'	58.00'	S11°24'57"W	7°41'54"
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°33'38"
C50	20.00'	22.57'	22.44'	N07°29'02"E	72°41'54"
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'	48.21'	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'	N39°14'34"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'	27.31'	27.31'	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°18'15"W	42°27'36"
C67	50.00'	39.27'	38.27'	N67°28'55"E	45°00'10"

### LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N90°00'00"W	80.09'
L2	S90°00'00"E	76.00'
L3	N07°29'02"E	52.00'
L4	N07°29'02"E	191.00'
L5	N07°29'02"E	7.00'
L6	N07°29'02"E	155.50'
L7	N90°00'00"E	187.50'
L8	N07°29'02"E	21.20'
L9	N90°00'00"E	120.00'
L10	N07°29'02"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°14'42"E	118.50'
L15	S59°58'18"E	29.64'
L16	N30°14'42"E	170.56'
L17	N07°29'02"E	129.38'
L18	S83°26'00"E	24.00'
L19	N06°34'00"E	109.31'
L20	N07°29'02"E	72.84'
L21	N07°29'02"E	179.00'
L22	N07°29'02"E	58.00'
L23	N07°29'02"E	100.54'
L24	S59°58'18"E	37.80'
L25	N07°29'02"E	37.80'
L26	N07°29'02"E	100.54'
L27	N07°29'02"E	179.00'
L28	N07°29'02"E	24.00'
L29	S07°00'00"E	26.84'
L30	S06°34'00"E	25.36'
L31	N90°00'00"E	11.00'
L32	N07°29'02"E	21.88'
L33	S17°24'49"E	10.30'
L34	N74°38'40"W	25.88'
L35	S07°00'00"E	8.17'
L36	S59°58'18"W	25.60'
L37	N07°29'02"E	14.54'
L38	N43°39'29"E	13.98'
L39	N90°00'00"W	20.00'

### AREA TABLE

DESCRIPTION	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	STAR CACTUS AVENUE	SAGUARO PLACE
ATTICUS FINCH STREET	STAR CACTUS AVENUE	STAR CACTUS AVENUE	SABIO DRIVE
SAGUARO PLACE	STAR CACTUS AVENUE	STAR CACTUS AVENUE	SABIO DRIVE
FERRO CACTUS PLACE	STAR CACTUS AVENUE	STAR CACTUS AVENUE	SABIO DRIVE

# Town of Horizon City Capital Improvement Program

July 9, 2024  
Council Meeting

# Oxbow & Pawling Street Improvements

- Start Date: June 12, 2023
- Contract Time: 330 Days
- June 12 walk-through identified minor corrections
- Pending final change order

# Municipal Facilities Phase 1

- Solicitation award – Correction on July 9, 2024, agenda for alternates
- PD is working on groundbreaking

# Street Maintenance Fund

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# 2023-2024 Street Maintenance Program

- Scheduling kickoff meeting for latter part of July 2024.

# Federally- & State-Funded Project Updates

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# N. Darrington Reconstruction - Funding

- Staff working on necessary steps to apply for SIB loan.
- County – staff and financial advisor have reviewed the updated financial analysis
- Reviewing 3-party agreement for amendment
- Once amendment is approved, will work on ordinance amendments

# 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 – forwarded to TGS for final signatures

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

- **ROW for pond acquired**
- **Easements at Darrington and Pawling**
  - Final policies received and under review

# Safety Projects

- **S. Darrington Safety Lighting** from Alberton to LTV Rd. – **FY 2023** - project awarded **March 2023**
- **Project underway; completion scheduled for summer 2024**
- **Pending pole labeling so power can be supplied**

# ARPA Projects

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# ARPA Projects

- **Transit Plaza Siting Project**
  - **NTP – March 11, 2024**
  - **Schedule is to bring site recommendation to Council by late summer/early fall 2024.**

# ARPA Projects

- City Hall Build Out – coordinating scope of work with design consultant for fee proposal
- Drainage & Street Improvement Projects – will advertise for requirements contracts so task orders can be issued

# TIRZ/TOD Update

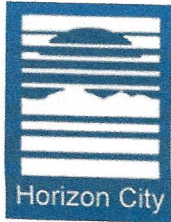
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# Dilley, Delake and Transit Plaza

- Funding will be made available through HUD and Economic Development – pending final agreement

# Town of Horizon City Capital Improvement Program

July 9, 2024  
Council Meeting



**TOWN OF HORIZON CITY  
MEMORANDUM**

**Date:** July 5, 2024  
**To:** Honorable Mayor and Members of City Council  
**From:** Teresa Quezada, CIP Manager  
**SUBJECT:** Discussion and Action: Regarding a Resolution to correct the award of solicitation 2023-101 for Municipal Facilities Phase 1 project to Dantex General Contractors, Inc. that was approved on June 11, 2024 for \$8,318,442.00 to include alternate items and increase the total bid amount to \$9,070,442.00.

At the June 11, 2024, meeting, Council awarded proposal CIP 2023-101 for the Municipal Facilities Phase 1 project for \$8,318,442.00. However, the intent was to award the base bid and the 4 alternates advertised and submitted as part of the proposals. The full amount of the award, to include the 4 alternates is \$9,070,442.00.

This resolution corrects the amount of the award.

The calculation and brief description of the alternates are:

<b>Base Bid</b>	<b>\$ 8,318,442.00</b>
<b>ALTERNATE 1 - Exterior metal canopy; foundation, framing, lighting)</b>	<b>\$421,000.00</b>
<b>ALTERNATE 2 - Sallyport at Holding Cells Back entrance, foundation, framing, lighting</b>	<b>\$169,000.00</b>
<b>ALTERNATE 3 - Landscape</b>	<b>\$92,000.00</b>
<b>ALTERNATE 4 - Landscape</b>	<b>\$70,000.00</b>
<b>Total Award</b>	<b>\$ 9,070,442.00</b>

Staff recommends approval.

**RESOLUTION**

**WHEREAS**, the Town of Horizon City Council awarded a Solicitation No. 2023-101 for the Municipal Facilities Phase 1 Project to Dantex General Contractors, Inc. at the meeting held on June 11, 2024, for the amount of \$8,318,442.00;

**WHEREAS**, staff recommended, and City Council approved the award including 4 alternate items;

**WHEREAS**, the amount erroneously posted on the agenda, \$8,318,442.00, is not sufficient to fund the 4 alternate items; and

**WHEREAS**, City Council desires to increase the amount of the award to \$9,070,442.00 to cover the cost of the base bid plus the alternate items.

**Now, therefore**, be it resolved by the Town of Horizon City Council as follows:

- 1. That the amount of the award for Solicitation No. 2023-101 is corrected to the amount of \$9,070,442.00.
- 2. That the Mayor or his designee is authorized to sign all the documents necessary to increase Solicitation No. 2023-202 to \$9,070,442.00.

**PASSED AND APPROVED** the \_\_\_\_\_ day of July 2024.

**TOWN OF HORIZON CITY**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

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## MEMORANDUM

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TO: Honorable Mayor and Council

FROM: Lily Gaytan, Finance Director

CC: File

DATE: July 9, 2024

RE: BUDGET CALENDAR FY2025

The Fiscal Year 2025 Budget Calendar Dates are as follows:

August 6, 2024 Budget Workshop

August 27, 2024 Public Hearing on Budget

September 10, 2024 Public Hearing on Property Tax Rate

September 10, 2024 Final Vote to Adopt the Budget

**RESOLUTION**

That the Mayor is authorized to sign the Reimbursement Agreement between the Town of Horizon City (“City”) and Dynamix Auto Body Shop, LLC (“Dynamix”) by which Dynamix will reimburse the City the cost of installing a driveway in connection with the Pawling, Oxbow and Breaux Streets Improvement Project.

**PASSED AND APPROVED THE \_\_\_\_\_ DAY OF JUNE 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**

**REIMBURSEMENT AGREEMENT  
BETWEEN THE  
THE TOWN OF HORIZON CITY AND DYNAMIX**

**STATE OF TEXAS** §  
§  
**COUNTY OF EL PASO** §

**This Reimbursement Agreement (“Agreement”)** is made and entered into by and between the **TOWN OF HORIZON CITY, TEXAS** a municipal corporation and political subdivision of the State of Texas (**“City”**), and **DYNAMIX AUTO BODY SHOP, LLC (“Dynamix”)**, both Parties acting herein by and through their duly authorized representatives, and made effective on the last date signed and dated below;

**WHEREAS**, the City has currently undertaken a public works project known as the Pawling, Oxbow and Breaux Streets Improvement Project (**“Project”**);

**WHEREAS**, Dynamix owns property immediately adjacent to the Project and has requested the City construct a driveway to serve the property in conjunction with the Project;

**WHEREAS**, Dynamix has agreed to fully reimburse the City for the expenses incurred in connection with the design and construction of the driveway; and

**WHEREAS**, the City finds that: the performance of this Agreement is in the common interest of both parties; the subject of this Agreement is necessary for the benefit of the public; and that the City has the legal authority to perform and to provide the governmental function which is the subject matter of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and conditions contained in this Agreement, the City and Dynamix incorporate the foregoing recitals into this Agreement as findings of fact as if expressly set forth herein, and take all action necessary to authorize and enter into same, as provided by law; and agree as follows:

**ARTICLE I  
Definitions**

Throughout this Agreement, the following terms and expressions shall have the meanings set forth below, unless the context clearly indicates otherwise:

Horizon City – Dynamix Auto Body Shop, LLC  
Reimbursement Street Improvements  
Page 1 of 11

**“Authorized Representative”**: means an individual designated by a Party to this Agreement who shall be authorized to make decisions and bind the Party on matters relating to this Agreement, and to perform such other functions as described herein.

The initial designations of the Authorized Representatives are \_\_\_\_\_ with respect to the Dynamix and the Public Works Director with respect to the City. Such designations may be changed by providing written notice to the other Party.

**“Final Acceptance”** shall mean the achievement of final completion of construction of the Project to the satisfaction of the City after consultation with Dynamix, and the occurrence of other events and satisfaction of all the other conditions as set forth in the construction contract for the Project, including final payment to the Project contractor.

**“Dynamix Infrastructure”** shall mean the driveway described on Exhibit “A” attached hereto and incorporated herein by reference.

## **ARTICLE II City’s Obligations**

### **A. Project Development and Construction**

1. The Project will be planned, procured, designed, and constructed by the City through the procurement method chosen by the City in accordance with applicable law. Subject to the provisions of this Agreement, the City shall issue the necessary procurement documents, manage the procurement process, and manage the design and construction of the Project.
2. As part of the design, the City will incorporate the design of the Dynamix Infrastructure and will cause it to be constructed as part of the Project.

**B. Construction and Post Construction Records and Information.** City will provide to the Dynamix:

- a. Copies of any future change orders related to the Project that relate to the Dyanmix Infrastructure.

- b. Upon satisfactory completion of construction and any applicable warranty or construction performance period, the City will furnish to Dynamix a final construction summary and a copy of the record drawings of the Dynamix Infrastructure for the Dynamix records.

### **ARTICLE III**

#### **Dynamix Obligations**

**A. Coordination and Consultation.** The Dynamix will provide assistance to the City as follows:

- a. Dynamix will meet with the City and its contractor regarding the process of constructing the Dynamix’s Infrastructure to avoid any delays or additional cost to the Project caused by lack of coordination.

**B. Access to Dynamix’s Property.** Dynamix shall allow the City’s contractor to access the construction site for the installation of the Dynamix’s Infrastructure in a timely manner and will not delay the progress of the Project.

### **ARTICLE IV**

#### **Bond and Guarantee; Insurance**

**A.** All construction contracts affecting the Project and Dynamix’s Infrastructure shall include a payment and performance bond acceptable to and in favor of and benefitting the City, for the full amount of the contract.

**B.** The City shall require the construction contractor to provide workers compensation insurance as required by the laws of the State of Texas. The City shall also require that the contractor procure and maintain comprehensive general liability insurance and auto liability insuring against the risk of bodily injury, property damage, and personal injury liability occurring from, or arising out of the construction of the Project in the standard amounts required by the City.

**ARTICLE V**  
**Liability for losses**

- A. Dynamix agrees that it is solely responsible for all losses, costs, expenses, penalties, claims, and liabilities due to activities of Dynamix and its agents, employees, officers, or contractors performed under this Agreement, and which result from an error, omission, or negligent act of Dynamix or any agent, employee, official, or contractor of Dynamix. Notwithstanding anything in this Agreement to the contrary, these provisions shall survive any termination of this Agreement.

**ARTICLE VI**  
**Financial Obligations**

- A. The City will provide the funding of the Project to include the Dynamix Infrastructure and Dynamix will provide funding to the City in such an amount that reimburses the City for the design and construction costs relating to the Dynamix Infrastructure.
- B. Within 30 days after both Parties have executed this Agreement, Dynamix will deposit with the City's Finance Director, an amount of \$ 5,175.00, which shall be used for the Dynamix Infrastructure and credited to the amount of total costs that Dynamix will owe to the City for the Dynamix Infrastructure.
- C. The City will account for actual design and construction costs associated with the Project using generally accepted accounting principles. Upon final completion of the Project, the City shall determine the actual cost of construction of the portions of the project attributable to the Dynamix Infrastructure, which shall be the actual cost of design and construction, for which Dynamix is obligated to repay to the City ("Dynamix Costs").
- D. Within 60 days after the Roadway Improvements are complete, the City shall render and send to Dynamix, a final written accounting of any and all costs to be paid or borne by the Dynamix under this Agreement, taking into account any amount Dynamix has previously paid as provided herein and subject to adjustment after resolution of any pending claims or contingent liabilities arising from the roadway Improvements.
- E. Payments made by Dynamix that are not timely received by the City will bear interest at the maximum rate allowed by law.

**ARTICLE VII**  
**Term, Default and Termination**

1. **Term.** The term of this Agreement shall begin on the effective date hereof and shall end upon full payment by Dynamix of the Dynamix Costs.
  
2. **Termination.**
  - a) This Agreement may only be terminated by 30 days written notice of termination by the City to Dynamix or upon mutual agreement and consent of the City and the Dynamix.
  - b) Upon repayment in full by the Dynamix of the Dynamix's Costs, this Agreement shall automatically terminate except with respect to any obligation of a Party related to any losses, costs, expenses, penalties, claims, and liabilities due to the activities of a Party, or any agent, employee, official, or contractor of a Party, which obligations shall survive such termination.
  
3. **Dynamix Default.** Dynamix shall be in breach under this Agreement upon the occurrence of any one or more of the following events or conditions (each a "Dynamix Default"):
  - a) Dynamix fails to reimburse the City for any amount owing and payable within 30 days after the date such payment is due; or
  - b) Dynamix fails to observe or perform any other covenant, agreement, term, or condition required to be observed or performed by Dynamix under this Agreement.
  
4. **Dynamix Cure Periods.** For the purpose of the City's exercise of remedies, the Dynamix shall have a period of ten (10) days after the City delivers to the Dynamix written notice of the Dynamix Default.
  
5. **City Remedies for Dynamix Defaults.** Dynamix agrees that in the event of default by the Dynamix under this Agreement, the City may, by all legal and equitable means, require the Dynamix and any appropriate official of the Dynamix (acting solely in his or her official capacity) to remedy any default under, and carry out the provisions of, this Agreement. In the event the City must engage legal counsel to collect the amount due and owing to the City as a result of this Agreement, and/or file litigation Dynamix shall be responsible for payment of all legal fees, cost of court and other expenses incurred in connection with collection of the Dynamix Costs.

6. **City Default.** The City shall be in breach under this Agreement if it fails to observe or perform any covenant, agreement, term, or condition required to be observed or performed by the City under this Agreement.

**ARTICLE VIII**  
**Miscellaneous Provisions**

**A. COMPLIANCE WITH LAW**

The Construction and processes used for procurement shall comply with all federal, state, and local laws, regulations, and ordinances.

**B. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed that each Party shall operate as an independent contractor in each and every respect hereunder and not as an agent, representative or employee of the other. The Parties further agree that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the City and the Dynamix.

**C. FORCE MAJEURE**

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

**D. LAW GOVERNING CONTRACT; VENUE**

1. The Parties expressly agree that, in all things relating to this Agreement, the City is performing governmental functions, as defined by the Tort Claims Act.
2. This Agreement shall be construed in accordance with the laws of the State of Texas.

**E. NOTICES**

Horizon City – Dynamix Auto Body Shop, LLC  
Reimbursement Street Improvements  
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All notices required or permitted under this Agreement may be given to a party personally, by facsimile, or by mail, addressed to such party at the address stated below or to such other address as one party may from time to time notify the other in writing. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid. Notice by overnight express delivery service shall be deemed effective one (1) business day after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery. For purposes of notice, demand, request reply, or payment the address shall be:

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

With a copy to: Public Works Director  
14999 Darrington Road  
Horizon City, Texas 79928

Dynamix:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each Party shall have the right to designate a different address within the United States of America by giving in conformity with the Section.

**F. PARAGRAPH HEADINGS AND CAPTIONS.**

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**G. AGREEMENT CONSTRUCTION**

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for nor against any party, regardless of the actual drafter of this Agreement.

**H. NO THIRD-PARTY BENEFICIARIES**

The provisions and conditions of this Agreement are solely for the benefit of the City and Dynamix and any lawful assign or successor of Dynamix and are not intended to create any rights, contractual or otherwise, to any other person or entity.

**I. SEVERABILITY**

If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**J. MISCELLANEOUS**

(1) Entire Agreement: This Agreement contains the entire agreement of the parties. This Agreement can be amended or assigned only by written agreement signed by the City and Owner.

(2) This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(4) Effective Date: This Agreement is effective on the last date that both the City and Dynamix have signed and executed this Agreement.

(5) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

**K. SIGNATORY AUTHORITY**

Each Party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement. Each signatory on behalf of Dynamix and the City, as applicable, is fully authorized to bind that entity to the terms of this Agreement.

**DYNAMIX AUTO BODY SHOP, LLC**

**By:** \_\_\_\_\_

\_\_\_\_\_  
**(Printed Name) (Title)**

**Dated:** \_\_\_\_\_

**TOWN OF HORIZON CITY**

**By:** \_\_\_\_\_

**Andres Renteria, Mayor**

**Dated:** \_\_\_\_\_

**(acknowledgements on next page)**

**STATE OF TEXAS )**

)

**COUNTY OF EL PASO )**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me as the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of Dynamix Auto Body Shop, LLC and that he/she executed the same as the act of the said s Dynamix Auto Body Shop, LLC for the purposes and consideration therein expressed and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO    )

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Andres Renteria, known to me as the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the Town of Horizon City and that he/she executed the same as the act of the said Town of Horizon City for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**EXHIBIT “A”**

Description of Dynamix Infrastructure