HORIZON CITY

Incorporated 1988

AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, December 9, 2025, 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, December 9, 2025 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
November 12, 2025 Regular City Council Meeting.
4. **Discussion and Action:** **9**
Mayor/Planning Director
On a Resolution designating Art Rubio as the Town of Horizon City's representative on the Board of Directors of EPATS, LGC.
5. **Request to Excuse Absent Council Members:**
6. **Approval of Consent Agenda Items:**

REGULAR AGENDA

7. **PRESENTATION**:
Mayor/Council Member Gardea
On the Recognition of Achievement for Ethan Martinez for his selection as a 2025 QuestBridge Scholar to Rice University.
8. **Discussion and Action:**
Mayor/CIP Manager
On an update on the Capital Improvement Program.
9. **Discussion and Action:** **10**
Mayor/Police Chief
On a Resolution authorizing the Mayor to sign the First Amendment to the Contract of Employment with Marco A. Vargas for the purpose of extending its term through December 31, 2029.
10. **Discussion and Action:** **14**
Mayor/Police Chief
That the Mayor be authorized to sign an Third Amendment to a Lease Agreement covering the property located at 15001 Darrington Road, Horizon City, Texas between Clekids Property Holdings, LLC, successor in interest to KidsMar, LLC, ("Landlord") and the Town of Horizon City, Texas ("Tenant") dated November 30, 2017, and

amended on June 9, 2020, and May 23, 2023, to extend the term of the Lease to December 31, 2029 and rescinding the Termination Letter dated October 15, 2025.

11. **Discussion and Action:**
Mayor/Police Chief
On the approval and acceptance of a $1,500.00 donation from Summit Plastic Molding II, Inc., designated to support sponsorships for a driver's license program benefiting 12 senior students — six from Horizon High School and six from Eastlake High School, in collaboration with ANP Driving School through a community partnership initiative.

12. **Discussion and Action:** **17**
Mayor/Public Works Director
On the award of Solicitation No. 2026-102(Rebid) - Parks and Grounds Maintenance Contract, to Abescape Landscaping, LLC as the best value bidder in the amount of $1,130,664.60, for the award of a three-year contract from January 1, 2026, through December 31, 2029, with two options to extend.

13. **Discussion and Action:** **88**
Mayor/Planning Director
On a Resolution ratifying the actions of Mayor Andres Renteria to sign and deliver a Water Services Easement to the HRMUD for the purpose of granting a perpetual easement for construction, installation, maintenance, repair, replacement, enlargement, removal, and operation of water service meters and all related appurtenances in connection with the Municipal Services Center Phase I.

14. **Discussion and Action:** **98**
Mayor/Planning Director
On the submitted Replat application for Darrington Park Replat B (Case No. SUC25-0008), legally described as a portion of Lot 4, Block 3, Darrington Park, El Paso County, Texas. Located in the Horizon City Extra Territorial Jurisdiction (ETJ). Containing 10.034 acres ±. Application submitted by GECCA, LLC.

15. **Discussion and Action:** **111**
Mayor/Planning Director
On the Final Subdivision Plat application for Verdancia Unit 2 (Case No. SDF25-0003), allowing recording of the final plat prior to the completion of all required improvements secured by sufficient bond and to authorize the Mayor to sign the recording plat, legally described as Being A Portion Of Section 32, Block 78, Township 3, Texas And Pacific Railway Company Surveys, El Paso County, Texas. Containing 69.31 acres ±. Application submitted by Applicant/Representative: CEA Group.

16. **Discussion and Action:** **127**
Mayor/Planning Director
On the Preliminary Subdivision Plat application for Verdancia Unit 3 (Case No. SDP25-0005), legally described as Being A Portion Of Section 30, Block 78, Township 3, Texas And Pacific Railway Company Surveys, El Paso County, Texas. Containing 45.399 acres ±. Application submitted by Applicant/Representative: CEA Group.

17. **Discussion and Action:** **143**
Mayor/Planning Director
On a resolution authorizing the Mayor to sign the first Amendment to the Interlocal Agreement between the Horizon Regional Municipal Utility District ("HRMUD") and the Town of Horizon City ("City") for reimbursement of actual design expenses in connection with the construction of a sewer service line to be installed and for reimbursement of Project Management, Construction Oversight, and survey services for the construction of the water tie in as part of the City's Municipal Facilities Phase I Project.

18. **Discussion and Action:** **147**
Mayor/Planning Director
On a Resolution ratifying a Standard Utility Reimbursement Agreement ("Agreement") by and between the Town of Horizon City ("Town") and Texas Gas Service, a division of One Gas, Inc. ("Utility"), both acting by and through, their duly authorized representatives, shall be effective on the day of execution by and behalf of the Town.

19. **Discussion and Action:** **160**
Mayor/Planning Director

On a Resolution authorizing the Mayor to sign the Interlocal Agreement Project Development Agreement between the Town of Horizon City, Texas and the Camino Real Regional Mobility Authority in an amount not to exceed $276,038.75 for the following services: appraisal, appraisal review, title, right of way project management, survey (metes and bounds) and negotiation services for the Horizon City Transit Center acquisition of seven (7) parcels and other types of right of way review services for the Town of Horizon City Delake ROW Project.

20. **Discussion and Action:** **170**

Mayor/EDC Executive Director

On a Motion to authorize the expenditure of $42,500.00 by the EDC to engage Pettit & Ayala Consulting to assist in the creation of a Tax Increment Reinvestment Zone.

21. **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 551.087 (Economic Development).

A. **Discussion and Action:**

Mayor/EDC Executive Director

That the Mayor be authorized to sign the First Amendment to the Chapter 380 performance agreement between the Town of Horizon City and Kenazo Partners LLC for the construction of a 36,000 sq. ft. medical office center. As part of this agreement, the builder will be required to invest a minimum of $6,700,000 and comply with the noted design requirements. The total grant amount shall not exceed $74,614.

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Wednesday, 12/3/25

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 three (3) business days preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Wednesday, 12/3/25 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
Wednesday, November 12, 2025, 6:00 PM

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Wednesday, November 12, 2025 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 6:00pm. City Council Members Ames and Quiroz were absent. Quorum established.

2. **Open Forum:**

   Horizon City Resident, Hector Reyes requested assistance from the city regarding code enforcement issues he is having with his next door neighbor.

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:**
   October 14, 2025 Regular City Council Meeting Minutes

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

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

   A motion was made by Council Member Gardea and seconded by Council Member G. Ortega to excuse absent Council Members Ames and Quiroz and approve the remainder of the consent agenda. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Absent, Gardea – Aye, Mendoza - Aye. Motion Passed.

REGULAR AGENDA

Item # 6 was taken after Item # 19

6. **Discussion and Action:**
   Mayor/Municipal Judge
   That the Mayor be authorized to sign the Third Amendment to the Contract of Employment between the Town of Horizon City ("City") and Mario Gonzalez ("Judge") to continue to engage the services of the Judge to act as a Municipal Court Judge for the City for a term expiring on November 30, 2027. Compensation for FY 2025 -2026 shall be $58,666.10 per year.

   Municipal Court Judge, Mario Gonzalez spoke regarding this item.

   A motion was made by Council Member R. Ortega and seconded by Council Member Mendoza to authorize the Mayor to sign the Third Amendment to the Contract of Employment between the Town of Horizon City ("City") and Mario Gonzalez ("Judge") to continue to engage the services of the Judge to act as a Municipal Court Judge for the City for a term expiring on November 30, 2027. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Absent, Gardea – Aye, Mendoza - Aye. Motion Passed.

7. **Discussion and Action:**
   Mayor/EDC Executive Director
   On an update and status report on the Chapter 380 Economic Development Performance Agreement between the Town of Horizon City and NoHo Processors, LLC.

   EDC Executive Director Eddie Garcia spoke regarding this item.

   A motion was made by Council Member Gardea and seconded by Council Member Mendoza to accept the update update and status report on the Chapter 380 Economic Development Performance Agreement between the Town of Horizon City and NoHo Processors, LLC. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Absent, Gardea – Aye, Mendoza - Aye. Motion Passed.

8. **Discussion and Action:**
   Mayor/EDC Executive Director
   On a presentation from the EDC regarding plans to continue marketing the Town of Horizon City industrial park for future investment.

   EDC Executive Director Eddie Garcia spoke regarding this item.

   A motion was made by Council Member Gardea and seconded by Council Member Mendoza to accept the presentation from the EDC regarding plans to continue marketing the Town of Horizon City industrial park for future investment. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Absent, Gardea – Aye, Mendoza - Aye. Motion Passed.

9. **Discussion and Action:**
   Mayor/Planning Director
   On an extension to the subdivision improvement substantial completion date to June 10, 2026, pursuant to Section 4.11.2 Expiration of Final Plat Approval, and to reaffirm City Council approval of Final Subdivision Plat application for Rancho Desierto Bello Unit 17 (SUC24-0002), recording plat application and authorizing the Mayor to sign the recording plat legally described as A Portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 19.647 ± acres. Application submitted by Applicant/Representative: TRE & Associates.

   Planning Director, Art Rubio spoke regarding this item.

   A motion was made by Council Member Mendoza and seconded by Council Member G. Ortega to approve the extension to the subdivision improvement substantial completion date to June 10, 2026, pursuant to Section 4.11.2 Expiration of Final Plat Approval, and to reaffirm City Council approval of Final Subdivision Plat application for Rancho Desierto Bello Unit 17 (SUC24-0002), recording plat application and authorizing the Mayor to sign the recording plat. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Absent, Gardea – Aye, Mendoza - Aye. Motion Passed.

10. **Discussion and Action:**
    Mayor/Planning Director
    On the submitted Combination-Preliminary & Final Subdivision Plat applications for Darrington Plaza Subdivision (Case No. SUC25-0007), and to authorize the Mayor to sign the recording plat, legally described as a Portion of Tract 1A, Section 42, Block 78, Township 3, Texas and Pacific Railroad Company Surveys, El Paso County, Texas. Containing 7.648 acres ±. Application submitted by Applicant/Representative: Del Rio Engineering.

    Planner, David Ruiz spoke regarding this item.

A motion was made by Council Member Gardea and seconded by Council Member Mendoza to approve the submitted Combination-Preliminary & Final Subdivision Plat applications for Darrington Plaza Subdivision (Case No. SUC25-0007), and to authorize the Mayor to sign the recording plat. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Absent, Gardea – Aye, Mendoza - Aye. Motion Passed.

Items #11 and #12 were taken together.

11. **Discussion and Action:**
    Mayor/Planning Director
    On the Final Subdivision Plat application for Rancho Desierto Bello Unit 16 (Case No. SUC25-0006) to reaffirm approval and to 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 21.481 acres ±. Application submitted by TRE & Associates, LLC.

12. **Discussion and Action:**
    Mayor/Planning Director
    On a Resolution for Rancho Desierto Bello Unit 16 Subdivision Plat to authorize the issuance of conditional building permits for eleven (11) new residential structures.

Planning Director, Art Rubio spoke regarding items #11 and #12.

A motion was made by Council Member Avila and seconded by Council Member R. Ortega to approve the Final Subdivision Plat application for Rancho Desierto Bello Unit 16 (Case No. SUC25-0006) to reaffirm approval and to allow recording of the plat prior to the completion of all required improvements secured by sufficient bond and approve the resolution for Rancho Desierto Bello Unit 16 Subdivision Plat to authorize the issuance of conditional building permits for eleven (11) new residential structures. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Absent, Gardea – Aye, Mendoza - Aye. Motion Passed.

13. **Discussion and Action:**
    Mayor/Planning Director
    On a Resolution authorizing the Mayor to sign an Interlocal Public Service Transit and Contribution Agreement for Fiscal Year 2026 with the El Paso Area Transportation Services, LGC and to designate an alternate board member.

Planning Director, Art Rubio spoke regarding this item.

A motion was made by Council Member Gardea and seconded by Council Member Avila to approve the resolution authorizing the Mayor to sign an Interlocal Public Service Transit and Contribution Agreement for Fiscal Year 2026 with the El Paso Area Transportation Services, LGC and to designate an alternate board member. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Absent, Gardea – Aye, Mendoza - Aye. Motion Passed.

14. **Discussion and Action:**
    Mayor/Police Chief
    Regarding approving the contract to Shelby Distributions in the amount of $749,053.73 for furniture and fixtures for the Municipal Facilities Bldg as specified in Order No. 1344 in accordance with Region 19 Cooperative Contract No. 21-7403.

Police Chief, Marcos Vargas spoke regarding this item.

A motion was made by Council Member Mendoza and seconded by Council Member R. Ortega to approve the contract to Shelby Distributions in the amount of $749,053.73 for furniture and fixtures for the Municipal Facilities Bldg as specified in Order No. 1344 in accordance with Region 19 Cooperative Contract No. 21-7403. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Absent, Gardea – Aye, Mendoza - Aye. Motion Passed.

15. **Discussion and Action:**
Mayor/Police Chief
Regarding approving IT related items from CDW in the amount of $129,298.08 for the Municipal Facilities Bldg as specified in Quotes No. PQVL120 in accordance with Sourcewell Cooperative Contract No. 121923-CDWG and Quote No. PQXX54 in accordance with GSA Cooperative Contract No. 47QTCA18D004K.

Police Chief, Marcos Vargas spoke regarding this item.

A motion was made by Council Member Mendoza and seconded by Council Member R. Ortega to approve IT related items from CDW in the amount of $129,298.08 for the Municipal Facilities Bldg as specified in Quotes No. PQVL120 in accordance with Sourcewell Cooperative Contract No. 121923-CDWG and Quote No. PQXX54 in accordance with GSA Cooperative Contract No. 47QTCA18D004K. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Absent, Gardea – Aye, Mendoza - Aye. Motion Passed.

16. **Discussion and Action:**
Mayor/CIP Manager
On an update on the Capital Improvement Program.

CIP Manager, Terry Quezada spoke regarding item.

A motion was made by Council Member Gardea and seconded by Council Member Mendoza to accept the report on the Capital Improvement Program as presented. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Absent, Gardea – Aye, Mendoza - Aye. Motion Passed.

17. **Discussion and Action:**
Mayor/CIP Manager
On a staff report regarding the Horizon Blvd and N. Darrington Roadway Reconstruction projects including information from the most recent Tuesday meeting with TXDOT, details regarding the project's delay in completion, and including coordination issues with Texas Gas Service and HRMUD.

CIP Manager, Terry Quezada spoke regarding item.

A motion was made by Council Member Gardea and seconded by Council Member Mendoza to accept the report regarding the Horizon Blvd and N. Darrington Roadway Reconstruction projects including information from the most recent Tuesday meeting with TXDOT, details regarding the project's delay in completion, and including coordination issues with Texas Gas Service and HRMUD as presented. The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Absent, Gardea – Aye, Mendoza - Aye. Motion Passed.

18. **Discussion and Action:**
Mayor/CIP Manager
That the Mayor be authorized to sign an Engineering Services Agreement for Professional Services (Dilley, Delake and Transit Center Plaza — Design and Construction Support Services between the Town of Horizon City and Huitt-Zollars, Inc, a Texas Corporation, for a total compensation amount of One Hundred Twenty Thousand Two Hundred and Fifty Dollars ($120,250.00).

CIP Manager, Terry Quezada spoke regarding item.

A motion was made by Council Member Mendoza and seconded by Council Member G. Ortega to authorize the Mayor to sign an Engineering Services Agreement for Professional Services (Dilley, Delake and Transit Center Plaza — Design and Construction Support Services between the Town of Horizon City and Huitt-Zollars, Inc, a Texas Corporation, for a total compensation amount of One Hundred Twenty Thousand Two Hundred and Fifty Dollars ($120,250.00). The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Absent, Gardea – Aye, Mendoza - Aye. Motion Passed.

19. **Discussion and Action:**
Mayor/CIP Manager
That the Mayor be authorized to sign an Engineering Services Agreement for Professional Services (Rodman Shared Use Path - Design and Construction Support Services between the Town of Horizon City and Huitt-Zollars, Inc, a Texas Corporation for a total compensation amount of Ninety-Three Thousand Five Hundred and Fifty Dollars ($93,550.00).

CIP Manager, Terry Quezada spoke regarding item.

A motion was made by Council Member Gardea and seconded by Council Member Mendoza to authorize the Mayor to sign an Engineering Services Agreement for Professional Services (Rodman Shared Use Path - Design and Construction Support Services between the Town of Horizon City and Huitt-Zollars, Inc, a Texas Corporation for a total compensation amount of Ninety-Three Thousand Five Hundred and Fifty Dollars ($93,550.00). The City Clerk polled the council : G. Ortega - Aye, Quiroz – Absent, R. Ortega – Aye, Avila – Aye, Ames – Absent, Gardea – 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 551.087 (Economic Development).

ADJOURNMENT

A motion was made by Council Member Mendoza and seconded by Council Member Avila to adjourn at 7:18 PM.

Approved this _____ day of _____, 20__.

Attest:

_____
Elvia Schuller, City Clerk

_____
Andres Renteria, Mayor

RESOLUTION

WHEREAS, the **Town of Horizon City, Texas** is a member of the **El Paso Area Transportation Service, LGC (EPATS, LGC),** an organization created to encourage and assist local units of government to join and cooperate with one another to provide and deliver regional multimodal transportation solutions for the residents of the Great El Paso community;

WHEREAS, the Bylaws state that each Local Government Unit as defined in the Bylaws, shall appoint one Director to the EPATS, LGC Board of Directors by ordinance, minute order, resolution;

WHEREAS, each Director must be an employee or contracted consultant of the Local Government Unit's Governing Body;

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

Art Rubio, Planning Director, is hereby designated as the Town of Horizon City's representative on the Board of Directors of EPATS, LGC and is authorized to exercise all duties as set forth in the bylaws. This appointment is effective immediately and shall continue until such time as the Town of Horizon City, Texas takes action to remove or replace Mr. Rubio, or he is no longer eligible to serve in that capacity.

Adopted and effective the ____ day of December 2025.

Town of Horizon City

By:_____
Andres Renteria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
City Attorney

TOWN OF HORIZON CITY, TEXAS

RESOLUTION

WHEREAS, the Town of Horizon City, Texas and Marco A. Vargas entered into a Contract of Employment on February 28, 2022, by which Marco A. Vargas was hired by the City to act as the Police Chief of the Town of Horizon City Police Department;

WHEREAS, the Contract expires on December 31, 2025, and the City desires to retain Marco A. Vargas as Police Chief; and

WHEREAS, Marco A. Vargas has agreed to continue his employment in accordance with the terms of the Contract and the amendments contained herein.

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

That the Mayor be authorized to sign the First Amendment to the Contract of Employment with Marco A. Vargas for the purpose of extending its term through December 31, 2029.

Passed and approved the ____ day of December 2025.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO CONTENT:

By: _____
Elizabeth Acosta, HR Manager

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth, City Attorney

FIRST AMENDMENT TO CONTRACT OF EMPLOYMENT

WHEREAS, the Town of Horizon City, Texas ("City") and Marco A. Vargas ("Employee") entered into a Contract of Employment ("Contract") on February 28, 2022, by which Employee was hired by the City to act as the Police Chief of the Town of Horizon City Police Department;

WHEREAS, the Contract expires on December 31, 2025, and the City desires to retain Employee as Police Chief; and

WHEREAS, the Employee has agreed to continue his employment in accordance with the terms of the Contract and the amendments contained herein.

In consideration of the mutual promises contained in the Contract and this First Amendment the parties agree that Employee will continue as duties and responsibilities as the Police Chief of the Town of Horizon City Police Department.

ARTICLE 1: Ratification

1.01 Unless expressing amended herein in writing, all other terms and conditions of the Contract remain in full force and effect and both parties agree to be bond by the terms and conditions contained in the Contract and this First Amendment.

1.02 In the event of any conflict between the terms and conditions of the Contract and this First Amendment, the terms of the First Amendment shall govern.

ARTICLE 2: Term

2.01 **Term. Paragraph 1.01 in the Contract is deleted and replaced with the following:**

"1.0l **Term.** The Employee will continue employment with the City, for a period beginning on January 1, 2026 and extending until December 31, 2029. However, this Agreement may be terminated earlier, as provided in Article 8 below."

ARTICLE 3: Compensation

3.01 **Basic Compensation. Paragraph 2.01 in the Contract is deleted and replaced with the following:**

"2.01 **Basic Compensation.** As compensation for all services rendered under this Agreement, the Employee will continue to be paid a salary in the annual amount of $152,053.49 during the period of employment from the Effective Date of this Agreement through September 31, 2026, plus longevity pay as required by Section 141.032, Texas Local Government Code, payable in equal bi-weekly installments.

Thereafter, effective each October 1 during the term of this Agreement, the Employee will receive a pay increase in his then current annual salary amount equal to the 2.5% percentage or the Cost of Living Adjustment (COLA) increase that was paid to civilian (non-collective bargaining) employees at or near the start of the then current City fiscal year which ever is greater.

ARTICLE 4: Employee Benefits

4.01 Paragraph 4.04 of the Contract will be deleted and replaced with the following:

4.04 **Paid Time Off (PTO).** Upon the effective date of the First Amendment the Employee will be granted three hundred (300) hours of PTO which will be deposited in his PTO Bank. Additionally, Employee will continue to receive up to 240 hours of PTO annually and regularly until the expiration of the Contract. The leave will accrue and be deposited in the Employee's PTO bank in accordance with the terms of the City Employee Policy Manual (9.23 hours per pay period).

ARTICLE 5 : General Provisions

5.01 **Town of Horizon City Employee Policy Manual.** With respect to the provisions in this Agreement for which the provisions in the City Employee Policy Manual apply any changes to the City Employee Policy Manual approved by City Council, shall automatically apply to this Agreement.

5.02. **Notices.** All notices or other communications required under this Agreement must be in writing and may be delivered by personal delivery or by certified mail, return receipt requested. Notice is considered given when delivered or mailed to parties at their respective addresses on file or when mailed to the last address provided in writing to the other party by the addressee.

5.03 **Section Headings.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this First Amendment.

5.04 **Personnel Policies Generally**. Unless otherwise provided for in this Agreement, and to the extent consistent with this Agreement, Employee shall be subject to the policies set forth in the City Employee Policy Manual, as may be amended.

5.05 **Severability**. In the event any one or more of the sections, provisions, or clauses contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this First Amendment, and this First Amendment shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

5.06 **Entire Agreement**. The Contract and this First Amendment incorporate all the agreements, covenants, and understandings between the City and the Employee concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Contract and First Amendment No other prior agreements or understandings, verbal or otherwise, of the parties or their agents, shall be valid or enforceable unless embodied in either the Contract or this First Amendment.

5.07 **Selection of Remedies**. In the event a court of competent jurisdiction determines that either party is in breach of the Contract or this Amendment, the exclusive remedy available to the

prevailing party in a legal action shall be limited to the amount reasonably calculated to satisfy the remaining contractual obligations under the Contact as amended by this First Amendment for the contractual year in which the breach occurred.

5.08 **Amendment.** This Agreement shall not be modified or amended except by a written instrument executed by the Employee and the duly authorized representative of the City Council.

Executed and effective the _____ day of December, 2025.

CITY: TOWN OF HORIZON CITY

By:_____
Andres Renteria, Mayor

EMPLOYEE: _____
Marco A. Vargas

RESOLUTION

That the Mayor be authorized to sign an Third Amendment to a Lease Agreement covering the property located at 15001 Darrington Road (also known as 14999 Darrington Road), Horizon City, Texas between Clekids Property Holdings, LLC, successor in interest to KidsMar, LLC, ("Landlord") and the Town of Horizon City, Texas ("Tenant") dated November 30, 2017, and amended in June 9, 2020, and May 23, 2023, to extend the term of the Lease to December 31, 2029 and rescinding the Termination Letter dated July 15, 2025.

ADOPTED BY THE CITY COUNCIL the _____ day of December 2025.

TOWN OF HORIZON CITY

By:_____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By:_____
Sylvia Borunda Firth
City Attorney

LEASE AMENDMENT
No. 3

This Lease Amendment (this "Amendment") is executed to be effective as of the 1st day of December, 2025, by and between Clekids Property Holdings, LLC ("Landlord") and Town of Horizon City, Texas ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant are parties to that certain Commercial Lease, dated November 30, 2017 for the premises (the "Premises") located at 15001 Darlington Road in the City of Horizon City, State of Texas (as previously amended and/or assigned, the "Lease"); and

WHEREAS, pursuant to Lease Amendment No. 2 dated May 23, 2023, Landlord had agreed to provide Tenant an option to terminate; and

WHEREAS, Landlord and Tenant now desire to further amend the Lease to (i) modify the Term of the Lease, and (ii) confirm that Tenant's right to terminate as previously provided in Lease Amendment No. 2 is hereby revoked and shall have no further force or effect.

NOW THEREFORE, for and in consideration of Ten and No/100ths Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual agreements and promises of the parties as set forth herein, the parties agree as follows:

1. The term of the Lease is hereby amended such that, instead of expiring on June 30, 2028, the Lease shall now expire on December 31, 2029 (the "Amended Term").

2. The Base monthly rent during such Amended Term shall be paid in accordance with the Lease in the following amounts:

12/01/2025 to 12/31/2026	$6,750.00
01/01/2027 to 12/31/2028	$7,500.00
01/01/2029 to 12/31/2029	$8,000.00

3. In addition to the Base monthly rent as set forth above, Tenant shall continue to pay any and all other amounts due and owing under the Lease, including, without limitation, real property taxes, and other additional rent, which amount is subject to adjustment as set forth in the Lease.

4**.** Paragraph 4 of Lease Amendment No. 2 is hereby expressly deleted and any termination right noted in the Lease is hereby declared null and void and shall have no further force or effect.

5. By execution hereof, Tenant hereby releases Landlord from any and all damages, claims, demands, liabilities and causes of action arising from or related to the Lease and/or the Premises accruing prior to the date hereof.

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6. Except as modified herein, all provisions of the Lease shall continue in full force and effect and the parties agree to be bound thereby. In the event of a conflict between the terms and provisions of the Lease and this Amendment, the terms and provisions of this Amendment shall govern and control. All capitalized terms used herein not otherwise defined shall have the meaning as set forth in the Lease.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth above.

LANDLORD:	**TENANT:**
Clekids Property Holdings, LLC	Town of Horizon City, Texas
By: Clement Marcus	By:_____
Its: Manager	Its:_____
Address: c/o MIMCO, LLC 6500 Montana Ave., Suite A El Paso, Texas 79925	Notice Address:_____ _____ Business Phone:_____ Email Address:_____

Bid Form

The Town of Horizon is soliciting bids for Parks and Grounds Maintenance, primarily for the Parks and Recreation Department. The City shall order all of its supplies and/or services from one or more successful bidders (contractors) from time to time as needed. Only personnel from Parks and Recreation Department are authorized to directly place orders against this Contract. Personnel from other City departments may only utilize this contract with express written authorization from Parks and Recreation Department and only if the additional usage is within reasonableness given the total awarded amount of the Contract.

The method of award for this solicitation: One award will be made for all items. Failure to bid in all the items shall deem the bid non-responsive.

Group 1 - Parks (Reference Section D-6,A)

Item No.	Park Name	Unit of Measure	Approximate/ Estimate Quantity (A)	Price/Wk (B)	Yearly Total C=AXB (C)	3-Year Total D=CX3 (D)
1	**Ranchos Desierto Bello Park**	Weekly	52	$ 36.93	$ 1,920.36	$ 5,761.08
2	**Horizon Town Center Park**	Weekly	52	$ 326.13	$ 16,958.76	$ 50,876.28
3	**Horizon Town Center Park 2 (West)**	Weekly	52	$ 307.72	$ 16,001.44	$ 48,004.32
4	**Horizon Town Center Park 2 (East)**	Weekly	52	$ 307.72	$ 16,001.44	$ 48,004.32
5	**David Ortiz Park**	Weekly	52	$ 269.53	$ 14,015.56	$ 42,046.68
6	**Golden Eagle Park**	Weekly	52	$ 60.01	$ 3,120.52	$ 9,361.56
7	**Horizon Mesa Park**	Weekly	52	$ 43.47	$ 2,260.44	$ 6,781.32
8	**Desmond P. Corcoran Park**	Weekly	52	$ 59.92	$ 3,115.84	$ 9,347.52
9	**West Eastlake Estates 2**	Weekly	52	$ 79.77	$ 4,148.04	$ 12,444.12
10	**Claret Cup Park**	Weekly	52	$ 652.67	$ 33,938.84	$ 101,816.52
11	**Verdancia Park 1**	Weekly	52	$ 282.88	$ 14,709.76	$ 44,129.28
12	**Verdancia Park 2**	Weekly	52	$ 193.55	$ 10,064.60	$ 30,193.80

Bid Form

Total - Group 1	$ 136,255.60	$ 408,766.80

Group 2 - Ponding Areas (Reference Section D pages 26 & 27)

Item No.	Ponding Area Locations	Unit of Measure	Approximate/ Estimate Quantity (A)	Price/Ea (B)	Yearly Total C=AXB (C)	3-Year Total D=CX3 (D)
1	**List of Ponding areas (Sect. D-6,D)**	Yearly	52	$ 1,143.69	$ 59,471.88	$ 178,415.64
				Total - Group 2	$ 59,471.88	$ 178,415.64

Group 3 - Hike and Bike Trails (Reference Section D-6,E)

Item No.	Description	Unit of Measure	Approximate/ Estimate Quantity (A)	Price/Mth (B)	Yearly Total C=AXB (C)	3-Year Total D=CX3 (D)
1	Darrington Rd and Benton Street (next to First Baptist Church)	Monthly	12	$ 654.69	$ 7,856.28	$ 23,568.84
2	Ryderwood Road and Benton Street (along Pond)	Monthly	12	$ 937.51	$ 11,250.12	$ 33,750.36
3	Ryderwood (between Darrington and Horizon Heights)	Monthly	12	$ 654.69	$ 7,856.28	$ 23,568.84
4	Horizon Blvd. (between Ashford St. and Anderport St.)	Monthly	12	$ 207.14	$ 2,485.68	$ 7,457.04
				Total - Group 3	$ 29,448.36	$ 88,345.08

Group 4 - Grounds Maintenance Locations (Reference Section D-6,B&C)

Item No.	Description	Unit of Measure	Approximate/ Estimate Quantity (A)	Price/Wk (B)	Yearly Total C=AXB (C)	3-Year Total D=CX3 (D)
1	**Town Hall - 14999 Darrington Rd**	Weekly	52	**$ 230.66**	$ 11,994.32	$ 35,982.96
2	**Horizon City PD and Courts - 15021 Darrington Rd.**	Weekly	52	**$ 155.50**	$ 8,086.00	$ 24,258.00
3	**Horizon Senior Center - 13969 Veny Webb Street**	Weekly	52	**$ 181.30**	$ 9,427.60	$ 28,282.80

4	**Horizon City EDC - 1525 Oxbow Dr.**	Weekly	52	**$ 94.00**	$ 4,888.00	$ 14,664.00
				Total - Group 4	$ 34,395.92	$ 103,187.76

Group 5 - Roadways (Reference Section D, page 19)

Item No.	Roadway Location	Unit of Measure	Approximate/ Estimate Quantity (A)	Price/ Mth (B)	Yearly Total C=AXB (C)	3-Year Total D=CX3 (D)
1	**N. Darrington:** Between Horizon Blvd. and Eastlake Dr. (developed parkways only on eastern side) ***NOTE*** **N. Darrington is closed temporarily. It will be closed for an unknown period of time.**	Monthly	12	$ 1,307.26	$ 15,687.12	$ 47,061.36
2	**S. Darrington:** Between Horizon Blvd. and about 200' south of Claret Cup Pl.	Monthly	12	$ 2,337.08	$ 28,044.96	$ 84,134.88
3	**N. Kenazo:** Between Eastlake Dr. and Horizon Blvd.	Monthly	12	$ 1,237.94	$ 14,855.28	$ 44,565.84
4	**Rodman Street:** Between N. Kenazo and Horizon Blvd.	Monthly	12	$ 990.34	$ 11,884.08	$ 35,652.24
5	**Ashford Street** (eastern half from centerline): Between Horizon Blvd. and Ryderwood Ave.	Monthly	12	$ 990.34	$ 11,884.08	$ 35,652.24
6	**Glenn Warner Blvd:** Between N. Kenazo Ave. and Kevin Boothe Dr.	Monthly	12	$ 198.06	$ 2,376.72	$ 7,130.16
7	**Glenn Warner Blvd. Roundabout:** Intersection of Glenn Warner Blvd. and Kevin Boothe Dr.	Monthly	12	$ 178.00	$ 2,136.00	$ 6,408.00
8	**Kevin Boothe Dr**. from Glenn Warner Blvd to the end of the street.	Monthly	12	$ 123.80	$ 1,485.60	$ 4,456.80
9	**Horizon Crossing St:** Between Horizon Blvd. and Town Center Dr.	Monthly	12	$ 247.59	$ 2,971.08	$ 8,913.24
10	**Town Center Dr:** Between Darrington Rd. and Horizon Crossing St.	Monthly	12	$ 247.59	$ 2,971.08	$ 8,913.24
11	**S. Kenazo** between S. Darrington and Weaver Rd.	Monthly	12	$ 99.03	$ 1,188.36	$ 3,565.08
12	**Blair Dr.** between S. Darrington and Weaver Rd.	Monthly	12	$ 223.82	$ 2,685.84	$ 8,057.52
13	**Weaver Rd.** between S. Kenazo to the end of the street cul de sac.	Monthly	12	$ 990.34	$ 11,884.08	$ 35,652.24
14	**Pawling Dr.** Between S. Darrington Rd. and Breaux St.	Monthly	12	$ 247.59	$ 2,971.08	$ 8,913.24
15	**Breaux St.** between Horizon Blvd. and Nunda Dr.	Monthly	12	$ 110.00	$ 1,320.00	$ 3,960.00
16	**Oxbow Dr**. between S. Darrington and Breaux St.	Monthly	12	$ 247.59	$ 2,971.08	$ 8,913.24
				Total - Group 5	$ 117,316.44	$ 351,949.32

Grand Total - Group 1 through Group 5	$ 376,888.20	$ 1,130,664.60

Bid Form

Group 6 - Additional Services per City's request (Ref: Section E-I)

Item No.	Description	Unit of Measure	Approximate/ Estimate Quantity (A)	Price (B)
A.	Replace damaged sprinklers	each	1	$ 47.14
B	De-thatch turf areas (per 1000 sqft)	each	1	$ 261.88
C	Apply Herbicide to weed-ridden turf areas (per 1000 sqft)	each	1	$ 157.13
D	Provide and Plant trees	each	1	$ 419.00
E	Additional Trash and Debris Pickup before and after special events for all TOHC Park Locations: (Reference Parks list, Section D-6,A)	each	1	$ 288.06
F	Replace damaged backboards and basketball hoops	each	1	$ 607.55
G.	Replace damaged and missing basketball nets	each	1	$ 68.09
H	Replace baseball home plate	each	1	$ 94.28
I.	Replace baseball base bags	each	1	$ 130.94
J	Additional ponding cleaning services: (Reference Ponding Areas list, pages 26 & 27)	hourly	1	$ 47.14
K	Backflow Preventer Testing and Reporting	each	1	$ 261.88
L-1	Regular Working Hours	hourly	1	$ 40.85
L-2	Emergency / Afterhours / Weekends / Holidays	hourly	1	$ 61.80
M	Percentage Markup for Material Costs	Percentage	1	20%

Bid Form

Item No.	Description	Unit of Measure	Approximate/ Estimate Quantity (A)	Price (B)
N	Equipment Cost (List equipment and price below			
N1	Zero Turn Mower 60"	hourly	1	$ 85.00
N2	80-100 Tractor Finish	hourly	1	$ 175.00
N3	Weed eater	hourly	1	$ 39.00
N4	BobCat Skid Steer	hourly	1	$ 95.00
N5	Leaf Blower	hourly	1	$ 39.00
N6	Sprayer	hourly	1	$ 120.00

All bids are subject to the terms and conditions of this solicitation. Material exceptions or failure to meet the City's minimum specifications, shall deem the bid non-responsive to the solicitation.

Option to Extend To Extend Term of Contract

NOTE: NOT AN AWARD FACTOR – Initial Appropriate Box

The City at its sole discretion, may exercise any option to extend the term of the agreement, by giving the Contractor written notice within the time period noted on the selected options. The term of this contract shall be based on one of the selections below and under the same terms and conditions. The department head or Purchasing Agent may extend the option to extend.

Bidder offers the City the option of extending the term of the contract for:

[x] **Two** [2] additional years at the same unit price(s), if the option is exercised prior to the expiration of the original term of the Contract:

[ ] **No Option Offered**

Bidder's Name: Abescape Landscaping, LLC

Section J

CONTRACT CLAUSES

PARKS AND GROUNDS MAINTENENACE CONTRACT

This Parks and Grounds Maintenance Contract is entered into this___day of _____, 2025 by and between the Town of Horizon City, Texas (the "City") and _____, _____(the "Contractor").

1. Term

The contract will become effective on January 1, 2026 or the date Town of Horizon City Council awards the contract, whichever comes later, and terminate on December 31, 2029 unless Town of Horizon City exercises its option to extend the contract as indicated on the original contract.

If no option to extend the agreement exists or Town of Horizon City chooses to not exercise the option to extend the contract, and Town of Horizon City has not obtained another service contractor by the expiration date of the contract, Town of Horizon City at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months until such time as a new contract is awarded.

OPTION TO EXTEND THE TERM OF THE AGREEMENT:

Town of Horizon City at its sole discretion, may exercise any option to extend the term of the agreement, by giving the Contractor written notice within the time period noted on the selected option:

The Contractor offers Town of Horizon City the option of extending the term of the contract for:

_____**One** (1) additional year at the same unit prices, if the option is exercised with thirty (30) days' written notice prior to the expiration of the original term of the Contract.

__X__**Two** 1–year options to extend at the same unit prices, if the option is exercised with thirty (30) days' written notice prior to the expiration of the original term of the Contract and prior to the expiration of the exercised first year of the second one-year option.

_____**NO OPTION OFFERED**

2. Consideration

A. The Contractor will submit invoices to Town of Horizon City on the 25th day of each month for services furnished between that date and the period covering the prior month's invoice, to include the costs for the Basic Services, as listed in the Scope of Work attached to this Contract, attached hereto as Attachment "A" and made part hereof for all purposes, and the costs for all other provided services, as allowed.

B. Invoices will be itemized. Town of Horizon City will compensate the Contractor for **Additional Services**, as listed in the Scope of Work attached to this Contract, as Attachment "A", based on the Unit Costs identified therein.
C. Invoices shall only cover work that was performed during the billing period. Should an area not require maintenance for any reason, the invoice shall be adjusted accordingly.
D. Invoices will reflect the Solicitation Number and the Purchase Order Number.
E. Do not include Federal Tax, State Tax, or City Tax. Town of Horizon City will furnish a tax exemption certificate upon request.
F. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
G. Copies of the bill of lading and the freight waybill when applicable will be attached to the invoice. Required tip tickets and receipts for herbicide/pesticide and any other applicable materials shall also be attached to the invoice.
H. Payments will be processed after verification and approval of such invoice. Payment shall be made in accordance with the Texas Prompt Payment Act.
I. Mail invoices to the Town of Horizon City, ATTN: Accounts Payable, 14999 Darrington Road, Horizon City, Texas 79928.
J. The Contractor shall advise Town of Horizon City's Accounts Payable Section of any changes in its remittance addresses.

3. Termination

Either party may terminate this Contract if the other party has breached the Contract and fails to correct such breach for a period of thirty-days (30-days) after receipt of written notice to correct the same. In addition, either party may terminate this Contract without cause upon ninety (90) day written notice to the other party of the intention to terminate this Contract. In addition, this Contract may be terminated at any time by mutual written agreement of the Parties. In addition, this Contract shall automatically terminate if Town of Horizon City Council of the Town of Horizon City fails to appropriate or budget money for the payment of the Services under this Contract. All payments by Town of Horizon City under this Contract are payable only out of current City revenues.

4. Independent Contractor

The Contractor shall instruct all of its employees as to work procedures and thoroughly acquaint each employee with his or her duties. Town of Horizon City shall notify the Contractor if any of the Contractor's employees do not perform their duties as necessary to carry out the Contractor's duties under this Contract. Nothing contained herein shall be construed as creating the relationship of employer-and-employee between Town of Horizon City and the Contractor or between Town of Horizon City and the Contractor's employees. The Contract shall be deemed at all times to be an independent contractor. In carrying out the terms of this Contract, the Contractor shall select its own employees and such employees shall be and shall act under the exclusive and complete supervision and control of the Contractor.

5. Property Damage

The Contractor shall promptly notify Town of Horizon City's Public Works Director or designee of any damage or vandalized plants, materials, or equipment that the Contractor discovers on the property. The Contractor shall reimburse Town of Horizon City for any property damage caused by anyone under the Contractor's employ or direction.

6. Trash

The Contractor shall be responsible for providing trash bags or other appropriate containers for picking up trash and trimmings and pet waste, and the Contractor shall be responsible for hauling all collected waste to the Greater El Paso Landfill, including assuming the cost for any tipping fees. Trash and trimmings shall not be allowed to accumulate such that they present a health or safety hazard, and must be taken to the landfill as necessary, but in no event, not fewer than bi-weekly, or as directed by Town of Horizon City's Public Works Director or designee. A copy of all trip tickets must be provided to Town of Horizon City's Public Works Director or designee, as described in Clause 2.

7. Employees

A. The Contractor shall provide an adequate staff (6-person crew minimum, excluding owner, herbicide/pesticide, and irrigator) for the coordination and expediting of his work. The Contractor shall employ only competent, efficient workmen for the performance of services and shall not use the work of any unfit person or one not skilled in the work assigned to him/her; and shall at all times maintain good order and strict discipline among the Contractor's employees.
B. Whenever Town of Horizon City's Public Works Director or designee shall inform the Contractor in writing that, in his opinion, any employee is unfit, unskilled, disobedient or is disrupting the orderly progress of the work, such employee shall be removed from Town of Horizon City's work site and shall not again be employed on it.
C. Under urgent circumstances, Town of Horizon City's Public Works Director or designee may orally require immediate removal of an employee for cause, to be followed by written confirmation.
D. Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, Town of Horizon City's Public Works Director or designee may, by written notice, suspend the work until the Contractor complies with the provisions of this paragraph.
E. The Contractor shall pay or cause to be paid, without cost or expense to Town of Horizon City, all Social Security, Unemployment, and Federal Income Withholding taxes of all employees and that all employees shall be paid wages and benefits as required by federal and state law.

8. Subcontractors

A. The Contractor shall not make any subcontract for performing any portion of the work included in the contract without written notice to and the consent of Town of Horizon City's Public Works Director or designee. Upon request by Town of Horizon City's Public Works Director or designee, the Contractor shall promptly furnish all information to establish that any proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms

and conditions of this contract. Town of Horizon City's Public Works Director or designee shall not unreasonably withhold consent for approval of a subcontract. Town of Horizon City's Public Works Director or designee approval or disapproval of any subcontractor or of a particular process or material will not relieve the Contractor of its responsibility for performance of work as called for under the contract documents and shall not provide a basis for any claim of additional time or money on the part of the Contractor. Such approval shall not be construed to create any contractual relationship between the subcontractor and Town of Horizon City. In no event shall the contract price be increased as a result of the rejection of any subcontractor.

B. If the use of a subcontractor is permitted, the Contractor shall either require each subcontractor to procure and maintain during the life of the subcontract, subcontractor's insurance of the same types and in the same minimum amounts required by the contract or the Contractor may insure the activities on its policy or policies.
C. If Town of Horizon City's Public Works Director or designee determines that any proposed subcontractor is unacceptable, Town of Horizon City will so notify the Contractor, who may thereupon submit another proposed subcontractor unless the Contractor decides to do the work itself. Disapproval by Town of Horizon City's Public Works Director or designee of any proposed subcontractor shall not provide a basis for any claim by the Contractor.
D. If an approved subcontractor fails to properly perform the work undertaken, the subcontractor shall be removed from the job upon request of Town of Horizon City's Public Works Director or designee, following notification to the Contractor in writing of the request for removal and the reason therefore. Each subcontract entered into shall provide that the provisions of this contract shall apply to such subcontractor and its officers and employees in all respects as if the subcontractor and its officers and employees are employees of the Contractor. Town of Horizon City's Director of Public Works or designee's decision not to disapprove of any subcontract shall not relieve the Contractor of any of its responsibilities, duties and liabilities hereunder. The Contractor shall be solely responsible for the acts, omissions, negligence or defaults of its subcontractors and of such subcontractor's officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract.
E. The Contractor agrees to bind each subcontractor, and each subcontractor agrees to be bound by the terms of the contract documents insofar as applicable to its work. The Contractor and each subcontractor jointly and severally agree that nothing in the contract documents or otherwise shall create or be deemed to create any rights in favor of a subcontractor against Town of Horizon City; nor shall be deemed or construed to impose upon Town of Horizon City any obligation, liability or duty to a subcontractor; or to create any contractual relation whatsoever between a subcontractor and Town of Horizon City.
F. The provisions contained herein shall likewise apply to any sub-subcontracts.

9. Safety

The Contractor shall train its employees or subcontractors in safety procedures, a written copy of such training with those in attendance must be provided upon request from Town of Horizon City. All crews shall have a Contractor's staff supervisor onsite when any work is

being done within Town of Horizon City. The Contractor shall provide first aid kits and fire extinguishers for all crew vehicles. All Vehicles shall be equipped with amber light bars on the roof of each vehicle which will be operational when the vehicle is being used for any street work. All Vehicles shall be marked with a company logo and display all state license numbers, as may be required by state law. Crews shall wear Class 3 safety vests and traffic cones are required at all times when working outside of a building. The current TMUTCD standard must be adhered to when any work requiring work zone traffic control in City streets is required.

10. Insurance

A. The Consultant agrees to maintain the types and amounts of insurance required in this contract throughout the term of the contract. The following insurance policies shall be required:

a. Commercial General Liability
b. Business Automobile Liability
c. Workers' Compensation
d. Professional Liability

B. For each of these policies, the Consultant's insurance coverage shall be primary with respect to Town of Horizon City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by Town of Horizon City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to Town of Horizon City pursuant to this contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to Town of Horizon City's Purchasing Agent at the time of execution of this contract, attached hereto as Exhibit A, and approved by Town of Horizon City *before* work commences.

C. General Requirements Applicable to All Policies.

1. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
2. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
3. "Claims made" policies are not accepted, except for Professional Liability insurance.
4. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to Town of Horizon City
5. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
    a. The insurance company is licensed and authorized to do business in the State of Texas

b. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
c. All endorsements and coverages are included according to the requirements of this Contract
d. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

6. Town of Horizon City, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded Town of Horizon City, its officials, employees, and volunteers.

D. **Commercial General Liability** requirements:

1. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
2. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.
3. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
4. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
5. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
6. Town of Horizon City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by Town of Horizon City.

E. **Business Automobile Liability** requirements:

1. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current Best Key Rating Guide.
2. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.
3. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
4. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

F. **Workers' Compensation Insurance** requirements:

1. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Consultant, the Consultant, *all* employees of any and all subconsultants, and all other persons providing services on the Project must be

covered by a workers compensation insurance policy, either directly through their employer's policy (the Consultant's, or subconsultant's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Consultants and subconsultants *must* use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.

2. The workers compensation insurance shall include the following terms:

a. Employer's Liability limits of $1,000,000 for each accident is required.
b. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
c. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

G. **Professional Liability** requirements:

1. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
2. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to Town of Horizon City upon request.
3. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

H. **Contract Security** requirements:

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and such performance bonds shall be issued for a duration sufficient to cover all warranty periods required by the contract.

A payment bond in an amount not less than one hundred percent (100%) of the contract price, or in a penal sum not less than that prescribed by Town of Horizon City as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract.

If a performance or payment bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, Town of Horizon City will require, as a condition to accepting the bond(s), a written certification from the surety that that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusteed to do business in the State of Texas. If any portion of

the surety's obligation is reinsured, the amount reinsured may not exceed ten percent (10%) of the reinsurer's capital and surplus.

The performance bond and the payment bond shall be in a form approved by Town of Horizon City. A copy of the payment bond provided for the contract shall clearly and prominently display on the bond or on an attachment to the bond:

(c) The name, mailing address, physical address and telephone number, including the area code of the surety company to which any notice of claim should be sent; or
(d) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521.051 Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

The surety company providing the payment bond shall designate an agent resident who resides within the County of El Paso and to whom any requisite notices may be delivered and with whom service of process may be rendered in matters arising out of suretyship.

Should the surety exercise its right to take over and perform the contract, the surety shall submit or require the contractor to submit, a payment bond and performance bond that satisfies the requirements set forth in this Section Contract Security.

A bond provided pursuant to this Section Contract Security may be executed only by a surety company that is authorized to write surety bonds in Texas. If the amount of the bond exceeds $100,000, the surety company must also:

(a) hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law: or
(b) have obtained reinsurance for any liability in excess of $100,000 from reinsurer that:

(3) Is an authorized reinsurer in this state; and
(4) holds a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

To determine whether the surety on the bond of the reinsurer holds a certificate of authority from the United States Secretary of the Treasury, a party may conclusively rely on the list published in the Federal Register by the United States Department of Treasury, covering the date on which the bond was executed, of the companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.

Additional or Substitute Bond

If at any time, Town of Horizon City, for justifiable cause, shall be or become dissatisfied with any Surety or Sureties upon the Performance or Payment Bonds, the Contractor shall within five (5) consecutive work days after notice from Town of Horizon City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to Town of Horizon City. The premiums on such bond (or bonds) shall be paid by the Contractor at no additional costs to Town of Horizon City.

No further payments to the contractor shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to Town of Horizon City.

11. Indemnification

THE CONTRACTOR OR ITS INSURER WILL INDEMNIFY, DEFEND AND HOLD TOWN OF HORIZON CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS CONTRACT. WITHOUT MODIFYING THE CONDITIONS OF PRESERVING, ASSERTING OR ENFORCING ANY LEGAL LIABILITY AGAINST TOWN OF HORIZON CITY AS REQUIRED BY ANY LAW, TOWN OF HORIZON CITY WILL PROMPTLY FORWARD TO THE CONTRACTOR EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY TOWN OF HORIZON CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. THE CONSULTANT WILL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS THE CONTRACTOR MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF TOWN OF HORIZON CITY ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. THE CONTRACTOR WILL PAY ALL JUDGMENTS FINALLY ESTABLISHING LIABILITY OF TOWN OF HORIZON CITY IN ACTIONS DEAFENED BY THE CONTRACTOR PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY TOWN OF HORIZON CITY INCLUDING INTEREST ACCRUING TO THE DATE OF THE PAYMENT BY THE CONTRACTOR, AND PREMIUMS ON ANY APPEAL BONDS. TOWN OF HORIZON CITY, AT ITS ELECTION, WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. TOWN OF HORIZON CITY WILL NOT BE RESPONSIBLE FOR

ANY LOSS OF OR DAMAGE TO THE CONTRACTOR'S PROPERTY FROM ANY CAUSE.

12. Gratuities

Town of Horizon City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by Town of Horizon City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of Town of Horizon City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Town of Horizon City pursuant to this provision, Town of Horizon City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

13. Right To Assurance

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

14. Assignment–Delegation

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of Town of Horizon City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

15. Interpretation-Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is intended by also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or supplement or acquiescence in a course of performance rendered under this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

16. Availability of Funds

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A thirty (300--day written notice will be given to the Contractor and there will be no penalty nor removal charges incurred by Town of Horizon City.

17. Workmanship

All work shall be done in a professional and skillful manner. Town of Horizon City's Public Works Director or designee shall notify the Contractor if the work does not comply with such standards. Town of Horizon City's Public Works Director or designee will resolve any disagreements concerning performance.

18. Pesticide Applicator/Irrigators License Required

The Contractor shall have or shall obtain prior to the beginning date of this Agreement, a Pesticide Applicator License from the Pesticide Division of The Texas Department of Agriculture (TDA). All of the Contractor's employees engaged in the application of regulated herbicides or pesticides shall either have a Pesticide Applicator License or work under the supervision of an individual who has a Pesticide Applicator License. The Contractor shall ensure that the required Pesticide Applicator License(s) is/are maintained throughout the duration of this Contract. Town of Horizon City shall be provided with written documentation of all work performed on the Contractor's letter head.

The Contractor shall also have or shall obtain an irrigator's license from The Texas Commission on Environmental Quality (TCEQ) prior to the beginning date of this Agreement. All of the Contractor's employees engaged in the repair or replacement of regulated irrigation work shall either have an irrigator's license or work under the supervision of an individual who has an irrigator's license. The only exception would be the replacing of sprinkler heads or as may be allowed by state law. The Contractor shall ensure that the required Irrigation License(s) is/are maintained throughout the duration of this contract. On a quarterly basis, Town of Horizon City must be provided with written documentation of all work performed on the property pursuant under the irrigator's license on the Contractor's letter head. Evidence of having complied with this provision shall be provided to the City.

19. Compliance with Laws and Ordinances

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the Contract or the work and, to the extent allowed by law, shall indemnify and save and hold harmless Town of Horizon City against all claims arising from the violation of any such laws, ordinances and regulations whether by the Contractor, its employees or subcontractors.

20. Venue and Law

For the purposes of determining the place of the Contract and the law governing the same, this Contract is entered into in the Town of Horizon City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the municipal court of the Town of Horizon City, Texas.

21. Severability

Every provision of this Contract is declared severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

22. Entire Agreement

This Contract, including the attached Scope of Work, constitutes and expresses the entire agreement between the parties regarding the scope of services specified. It shall not be amended or modified except in writing and signed by all parties.

23. Binding Agreement

The individual signing this Contract acknowledges that he or she is authorized to do so and said individual further warrants that he or she is authorized to commit and bind Contractor to the terms and conditions of this Contract.

24. Notices

All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City: Town of Horizon City
Attention: Araceli Gonzalez
Purchasing Agent
14999 Darrington Road
Horizon City, Texas 79928

Contractor: _____
_____
_____
_____

Alternatively, to such other addresses as the parties may designate to each other in writing from time-to-time.

25. Texas Tort Claims Act

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

SIGNATURE PAGE
(TO BE EXECUTED UPON AWARD)

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2025.

TOWN OF HORIZON CITY

_____
Andres Renteria
Mayor

APPROVED AS TO FORM:

_____
Sylvia Borunda Firth
City Attorney

APPROVED AS TO CONTENT:

_____
Albert Valle, CFM
Public Works Director

CONTRACTOR

_____

Name (printed) _____

Title: _____

Request for Competitive Sealed Bid

Parks and Grounds Maintenance

Solicitation No. 2026-102 (Re-Bid)

Sealed Bids will be received by
November 20th, 2025
until 2:00 p.m. (MDT).

Return Bid to:

Araceli Gonzalez
Purchasing Agent
Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

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Section A

Town of Horizon City

Parks & Grounds Maintenance Contract
NOTICE TO BIDDERS

The Town of Horizon City will entertain Bids from qualified landscape & grounds maintenance contractors for turf and native area mowing, fertilization, herbicide/pesticide application, tree and ornamental bush trimming, and other assigned tasks, including cleaning of weeds, trash and debris, for Town of Horizon City's twelve (12) municipal parks, the Senior Center, Town Hall campuses, ponding areas, major roadway medians, parkways, curb and gutters, sidewalks, the Horizon Boulevard hike and bike path, other hike and bike trails with amenities, landscaped areas, and trash and pet waste receptacles. The attached Request for Bid documents include the proposed contract terms/conditions and a detailed scope of work.

The Bid should indicate whether a bidder is able to provide the full range of services requested, or if subcontractors will be utilized to perform some of the services and the listing of the price by component for services being supplied. If subcontractors are utilized, a bidder should provide a clear explanation of how the work will be coordinated and supervised. Under Part B: Additional Services, a bidder must provide unit costs for the identified items.

A voluntary virtual pre-Bid conference is scheduled for 2:00 p.m. (MDT) on November 17th, 2025.
Link to Meeting: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWNiMTgxM2MtOGE0Ny00OGQwLWI2MDYtZGE5ZGU1Zjg5Nzk3%40thread.v2/0?context=%7b%22Tid%22%3a%2250abdec5-6487-484c-94db-2dbce37f9668%22%2c%22Oid%22%3a%22fffbdf34-ad11-4001-a338-32592c47267f%22%7d
Meeting Number (Access Code): 288 628 307 194 4
Meeting Password: JV9wF692 (from phones and video systems)

Bids must be submitted to the Town of Horizon City's Purchasing Agent on or before 2:00 p.m. (MDT) on November 20th, 2025. Please clearly mark the outside of your sealed envelope as "Parks and Grounds Maintenance Contract Town of Horizon City, Texas -BID Number_2026-102 Re-Bid_." Bids received by the Town of Horizon City's Purchasing Agent after the submission deadline shall be returned unopened and will be considered void and unacceptable. The Town of Horizon City is not responsible for delayed mail, carriers, etc. and the time/date stamp clock used upon receipt of any Bid by Town of Horizon City's Purchasing Agent shall be the official time of receipt.

The Bids filed with the Town of Horizon City shall be opened at the time stated in the advertisement, or any subsequently issued addendum, and publicly read aloud; and shall thereafter remain on file with Town of Horizon City.

The bidder agrees to furnish all items [supplies or services] at the prices offered, and deliver at the designated point or points, within the time established for the contract if this offer is accepted within ninety [90] consecutive days from the date set for the receipt of offers. All Bids shall expire on the 90th day after the Bids are open unless Town of Horizon City requests an extension of the Bids in writing and the bidder agrees to extend in writing.

The Town of Horizon City expects that the successful bidder will provide input towards making any necessary refinements to the elements and timing of the elements of the scope-of-work, to produce an improved result for the contract and for the facilities. Literal compliance with the scope-of-work is less important than the outcome of the effort done in coordination with the Town of Horizon City.

At any time during the term of the contract, Town of Horizon City's Purchasing Agent or designated personnel, through the use of a contract amendment may increase or decrease the scope of services, or adjust, should new facilities come online or replace existing facilities, as may find necessary to accomplish the general purpose of the contract.

Schedule of Events

The following Schedule of Events represents Town of Horizon City's estimate of the timetable that will be followed in connection with this solicitation:

EVENTS	DATE AND TIME
Release Bids	November 6th, 2025 @ 8:00 a.m.
Last Day for Bidders to Submit Written Questions	November 18th, 2025 @ 10:00 a.m.
Answers provided	November 19th, 2025 @ 12:00 p.m.
Sealed Bids Due Date and time	November 20th, 2025 @ 2:00 p.m.
Sealed Bids Opened	November 20th, 2025 @ 2:30 p.m.
Evaluations	November 27th, 2025 @ 5:00 p.m.
Contract Award Date	December 9th, 2025

Town of Horizon City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the Town of Horizon City will communicate adjustments to any event in the Schedule of Events in the form of an amendment. Interested organizations who have picked up bid packages will receive the addenda or be notified that the addendum is posted on Town of Horizon City's website and can be retrieved there.

Contract Period

The term of this contract shall expire on December 31, 2029, with options to extend, as provided in Section J, paragraph 1.

Notification to Unsuccessful Bidders

All awards are made by Town of Horizon City Council and posted on a regular or special agenda of Town of Horizon City Council in accordance with state law. All City Council agendas are posted on the Town of Horizon City's Web Page for review. The URL is: http://www.horizoncity.org.

No other notice to unsuccessful bidders will be provided.

Section B
INFORMATION FOR BIDDERS

Town of Horizon City will award the contract to the bidder that submits a Bid which represents the "Best Value" to Town of Horizon City. The Best Value shall not be based solely upon price but the Bid which receives the highest cumulative score for each of the evaluation factors delineated herein.

SUBMISSION DEADLINE

Bids must be submitted to Town of Horizon City's Purchasing Agent on or before 2:00 p.m. (MDT) on November 20th, 2025. All Bids must be in a sealed envelope clearly marked with the description "Bid for Parks & Grounds Maintenance Contract" on the outside of the envelope. Bids received by Town of Horizon City's Purchasing Agent after the submission deadline shall be returned unopened and will be considered void and unacceptable. Town of Horizon City is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any Bid at the front desk of City Hall shall be the official time of receipt.

The Bids filed with Town of Horizon City shall be opened at the time stated in the advertisement, or any subsequently issued addendum, and publicly read aloud; and shall thereafter remain on file with Town of Horizon City.

BIDS MAY NOT BE FAXED OR E-MAILED.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, Bids may not be amended, altered or withdrawn within ninety (90) consecutive calendar days without the written permission of Town of Horizon City.

No information given by Town of Horizon City or any official thereof shall be binding upon Town of Horizon City. Bidders shall rely exclusively upon their own estimates, investigations and other data which are necessary for full and complete information upon which the Bid may be based. Any bidder, by submitting a Bid, represents and warrants: that the Bid has been prepared in accordance with the specifications, with full knowledge and understanding of the terms and provisions thereof; that the Bid has been reviewed, studied and examined prior to the signing and

submission of same; and that the bidder is cognizant of the terms of the Bid, verified the calculations and found the calculations to be correct and agrees to be bound thereby.

CONDITIONAL BIDS WILL NOT BE ACCEPTED

NOTICE: STATE SALES TAX

Town of Horizon City is by statute exempt from the State Sales Tax and Federal Excise Tax. Town of Horizon City will furnish, upon request, sales tax exemption forms to the Bid that is awarded. The successful bidder shall bear the responsibility of any sales or use tax if any product or supply is deemed to be taxable by state. Such situations may include paying state sales tax for the purchase, rental or lease of tools, machinery and equipment used in the performance of the awarded contract and for materials purchased which are not incorporated into the completed project. It is the obligation of the successful bidder to ascertain the amount of state sales tax to be paid under Chapter 151 of the Texas Tax Code and to include this amount in the Bid submitted to Town of Horizon City. For further information, the Successful bidder may wish to contact the Office of the Texas Comptroller of Public Accounts at 1-800-252-5555.

REQUESTS FOR CLARIFICATION

To meet Town of Horizon City's schedule for awarding this contract, it is extremely important that requests for clarification or additional information, or requests for a change in the specifications, be submitted via Bonfire no later than November 18th, 2025, at 10:00 am (MDT). Each bidder submitting questions shall clearly address each question by reference to a specific section, page, and item of this solicitation. Questions submitted after this date may not elicit a response. Please refer to Solicitation/Contract Number and Title in all correspondence.

SOLICITATION ADMINISTRATOR - CONTACT INFORMATION

Primary Contact	If Primary is not available due to an Emergency
Araceli Gonzalez Purchasing Agent 14999 Darrington Road Horizon City, TX 79928 (915) 852- 1046, ext. # 114 agonzalez@horizoncity.org	Lily Gaytan Finance Director 14999 Darrington Road Horizon City, TX 79928 (915) 852-1046, ext. #111 lgaytan@horizoncity.org

It is the bidder's responsibility to follow up and make certain that Town of Horizon City received the Bid. Bidders shall promptly notify Town of Horizon City's Purchasing Agent of any ambiguity or inconsistency which they may discover upon examination of the solicitation document. During the solicitation process, bidders shall not contact any City staff except those designated in the text of this solicitation or in subsequent documentation. Non-compliance with this provision may result in rejection of the offer involved.

COPIES REQUIRED

ONE COMPLETE ORIGINAL COPY (signed in blue ink), and ONE COPY of the BID PACKAGE are required. Bidders must provide enough information with their Bid to constitute a definite, firm, unqualified and unconditional offer. The Bidder shall submit the Bid on the forms (UNALTERED) as furnished by Town of Horizon City. All Bids shall contain the following:

1. Those pages on which bidders are required to fill in prices, furnish other information, or which call for a signature, and

2. Any other information requested.

The submission or attachment of company "Quotation Forms" or any other documents containing alternative terms and / or conditions is not acceptable and may result in the Bid being deemed non-responsive. Unauthorized additions, serious omissions, Bids that do not contain a unit price where required or irregularities of any kind which make the Bids incomplete, indefinite, or otherwise ambiguous are not acceptable and may result in the Bid being deemed non-responsive.

CONDITIONS OF WORK

It shall be each bidder's sole responsibility to inspect the sites of the work and to inform himself regarding all local conditions under which the work is to be done. It shall be understood and agreed that all such factors have been thoroughly investigated and considered in the preparation of the Bid submitted.

Section C

INSTRUCTIONS TO OFFERORS

1. RECEIPT AND OPENING OF BIDS

- Bids received by Town of Horizon City's Purchasing Agent after the submission deadline shall be returned unopened and will be considered void and unacceptable. Town of Horizon City is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any Bid by Town of Horizon City's Purchasing Agent shall be the official time of receipt.

- Bids are solicited for furnishing the materials and services set forth in this invitation for Competitive Sealed Bids. Completed Bids must be received by the City's Purchasing Agent by the deadline stated above. All Bids must be in a sealed envelope clearly marked as "Bid for Parks & Grounds Maintenance Contract" on the outside of the envelope. If submitting a Bid by express mail, please place the Bid in a separate sealed and labeled envelope inside the carrier's envelope.

- **BIDS MAY NOT BE FAXED OR E-MAILED.**

- Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, Bids may not be amended, altered or withdrawn within ninety (90) consecutive calendar days without the written permission of Town of Horizon 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 Town of Horizon City shall furnish. Town of Horizon 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, solicitation packet, 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 Town of Horizon City or any official thereof shall be binding upon Town of Horizon 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 a Bid, represents and warrants: that the Bid has been prepared in accordance with the specifications, with full knowledge and understanding of the terms and provisions thereof; that the Bid was reviewed, studied, and examined prior to the signing and submission of same; and that the bidder is cognizant of the terms of the Bid, verified the calculations and found the

calculations to be correct and agrees to be bound thereby.

- The Bidder shall submit his Bid on the forms furnished by Town of Horizon City. 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/her name must be signed by him/her or his/her 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 a 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.

- Town of Horizon City is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, **the Bid price shall not include taxes**. A bidder shall bear the responsibility of any sales or use tax if any product or supply is deemed to be taxable by state. Town of Horizon City will furnish, upon request, sales tax exemption forms to the successful bidder that is awarded the contract.

- The bidder agrees, if its 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 and agreed upon by the bidder and City.

- 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 solicitation documents are estimated based upon information at the time Bids are requested. Town of Horizon 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 bidder will be required to file for the appropriate permits as required by City Code.

3. ADDENDA AND INTERPRETATIONS

- No interpretation of the meaning of plans, specifications, or other solicitation documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Town of Horizon City's Purchasing Agent, 14999 Darrington Road, Horizon City, Texas, 79928. To be given consideration, the request for clarification or interpretation must be timely received, as stated in Section B, Requests for Clarification. Any and all such interpretations, and any supplemental instructions, will be in the form of written addenda to the specifications. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under its Bid as submitted. All addenda so issued shall become part of the contract documents and must be acknowledged on the Bid form.

- Any interpretations, corrections or changes to this Request for Competitive Sealed Bids and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Horizon City Purchasing Agent. Addenda will be posted on Town of Horizon City's website (www.horizoncity.org) under the "RFP's/RFQ's" tab on the homepage.

- Bids shall acknowledge receipt of all addenda as provided in Section F and all addenda so issued shall become part of the contract documents.

4. SIGNATURE FORMALITIES

- The Bidder shall sign and date its Bid where required in the signature block. The person signing the Bid must have the authority to bind the bidder in a contract. Bids which are not signed where indicated may be rejected.

- If the Bid is submitted by an individual, his/her name must be signed by him/her or his/her 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 full 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.

- If bidder is a corporation, a Corporate Certificate must be completed by the Secretary or by another officer if the Bid is signed by the Secretary. In lieu of the certificate, there may be attached to the Bid, copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.

- If the bidder should be operating as a partnership, each partner should sign the Bid. If the Bid is not signed by each partner, there should be attached to the Bid a duly authenticated power of attorney evidencing the signer's authority to sign such Bid for and on behalf of the partnership.

- If the bidder is an individual, the trade name (if the bidder is operating under an assumed name) should be indicated in the Bid and the Bid should be signed by such individual. If signed by one other than the Bidder, there should be attached to the Bid a duly authenticated power of attorney evidencing the signer's authority to execute such Bid for and on behalf of the Bidder.

- A DBA certificate must be provided if the bidder used a trade name in the solicitation documents other than the name under which the company was organized.

5. SUBMISSION OF BID

- A bidders must supply with its Bid, a list of at least three (3) references where like goods or services have been supplied by its company. Include name of the business, address, telephone number, email address and name of representative with whom Town of Horizon City may speak.

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

- A vendor is required to file a questionnaire not later than the seventh business day after the later of the following:
  a) the date the vendor begins discussions or negotiations to enter into a contract with Town of Horizon City or submits an application or response to a Bid; 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 Town of Horizon City Clerk's office annually, before September 1st, and or not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate. Compliance with this law is the responsibility of each bidder/vendor.

  Note—only Form CIQ, adopted 1/01/2021 or as may be further amended, may be used.

- If this Bid is accepted and approved by 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 through the approval of Town of Horizon City and agreed upon by the bidder.

- By accepting this invitation to submit a competitive sealed Bid and submitting a Bid on the item(s) set forth in the Bid, bidder accepts 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 Bids not considered for the following specific reasons:
  (a) Town of Horizon City has reason for believing collusion exists among the bidders,
  (b) Town of Horizon City has reasonable grounds for believing that any bidder is interested in more than one Bid for the work contemplated,
  (c) the bidder is currently in any litigation against Town of Horizon City, or where such litigation is contemplated or imminent, in the sole opinion of Town of Horizon City's Purchasing Agent,
  (d) the bidder is in arrears on any existing contract or has defaulted on a previous contract,
  (e) the bidder fails to demonstrate technical competency, responsibility or financial capability,
  (f) the bidder has uncompleted work which, in the judgment of Town of Horizon City's Purchasing Agent or designee, shall prevent or hinder the prompt completion of additional work if awarded, or
  (g) the Bid included unbalanced value of any solicitation items.

6. METHOD OF AWARD—BEST VALUE

- All Bids meeting the intent of this solicitation will be considered for award. Bidders taking exception to specifications, or offering substitutions, shall state these exceptions in the section provided on the Solicitation 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 Town of Horizon City shall hold the bidder responsible to perform in strict accordance with the specifications of this solicitation. Town of 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 Town of Horizon City.

- After Bids are opened, the Bids shall be tabulated for comparison on the basis of the best value criteria set forth within the Bid. Until final award of the contract, Town of Horizon 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 Town of Horizon City. Each bidder shall be furnished a copy of the Bid tabulation upon request.

- Town of Horizon City may conduct a survey relating to a bidder's record of performance on past and present projects that are similar to the scope of work identified in this solicitation, which may include services/projects not identified by the bidder. Town of Horizon City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Bid. Such research may include, but not necessarily be limited to, discussions with outside vendors, interviews and site visits with the bidders existing clients and analysis of industry reports. Town of Horizon City will make a finding of the bidder's Technical Resources/Ability to perform the solicitation's scope of work based on the results of the

survey. A bidder will be determined responsive if Town of Horizon City determines that the results of the Technical Resources/Ability survey reflect that the bidder is capable of undertaking and completing the solicitation scope of work in a satisfactory manner.

- The contract shall be deemed as having been awarded when formal written Notice of Award shall have been duly served upon the bidder to whom Town of Horizon City has awarded the contract (the "Contractor") by some officer or agent of Town of Horizon City duly authorized to give such notice. The Contractor shall commence work on January 1, 2026 provided however, that no work shall commence before the required insurance has been obtained by the Contractor, with certificates filed with the Purchasing Agent evidencing the required coverage to be in force, and any required proof of certificates/permits has also been filed.

- 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 whom Town of Horizon City selects shall within five (5) working days after receipt of the contract sign the necessary documents for entering into the required contract with Town of Horizon City and provide the necessary evidence of insurance as required under the contract documents. No contract shall be binding on Town of Horizon City until all authorized signatures required by law have been affixed and the executed contract delivered to the Contractor.

- The failure of the Contractor to execute the contract within five (5) working days or provide the required evidence of insurance shall constitute a breach of a Bid and Town of Horizon City may annul the award. In the event Town of Horizon City should seek new Bids, the defaulting Contractor shall not be eligible to bid.

7. CONE OF SILENCE POLICY

- A "Cone of Silence" is imposed upon this bid after advertising and terminates at the time Town of Horizon City's Purchasing Agent places a written recommendation on City Council Agenda. The Cone of Silence prohibits any communication regarding this bid between, among others:
- Potential vendors, service providers, bidders, lobbyists or consultants and City's professional staff.
- Potential vendors, service providers, bidders, lobbyists or consultants, any member of Town of Horizon City's professional staff, the Mayor, Council Members or their respective staff and members of the respective selection committee.

The provisions above do not apply to, among other communications:

- Oral communications with Town of Horizon City's Purchasing Agent and designees, provided the communications are limited strictly to matters of process or procedure already contained in the solicitation document,

- The provisions of the Cone of Silence do not apply to oral communications at pre-Bid or pre-bid conferences, oral presentations before selection committees, contract negotiations during duly noticed public meeting, public presentations made to the Mayor and Council Members during a duly noticed public meeting; or
- Communications in writing at any time unless specifically prohibited by the applicable bid document.

In addition to any other penalties provided by law, violation of the Cone of Silence by any bidder shall render that bidder's solicitation award voidable. Any person having personal knowledge of a violation of these provisions shall report such violations to Town of Horizon City's Purchasing Agent.

SECTION D
GENERAL CONDITIONS AND SCOPE OF SERVICES

GENERAL CONDITIONS

1. MINIMUM SPECIFICATIONS: The specifications listed are to be interpreted as meaning the minimum required by Town of Horizon City. A bidder commits to provide goods/services that are consistent with Town of Horizon City's specifications in every regard unless an exception is clearly noted. Town of Horizon City may accept a Bid subject to a non-material exception if, in the sole judgment of Town of Horizon City, the Bid meets or exceeds Town of Horizon City's specifications. If the goods/services offered do not meet or exceed Town of Horizon City's specifications because of the exception, Town of Horizon City will consider the Bid non-responsive.

2. SAFETY AND CAPACITY INSPECTIONS. Town of Horizon City reserves the right to conduct safety and capacity inspections of facilities, equipment, and staff prior to the award and periodically during the contract term. If, in the sole discretion of Town of Horizon City, a bidder is deemed to have inadequate safety equipment and/or procedures, has a track record of safety violations, or has insufficient capacity to honor the contract requirements, then the bidder may be declared non-responsible or in default.

3. EQUIPMENT, PERSONNEL AND RESPONSIBILITY DETERMINATION. At the time of submission, the bidder must provide and/or identify as appropriate: 1) their primary equipment it intends to use in the execution of this contract to include quantity, brand, type, and model year; 2) the number of personnel it employs that can fulfill the contract requirements; and 3) information regarding a financial responsibility determination. **COMPLETE THE RESPONSIBILITY CHECK LIST IN SECTION H.**

4. CONTRACTOR RESPONSIBILITIES:

A. FULL TIME CONTRACTOR. The Contractor must work full-time, regularly providing mowing and grounds cleaning services.

B. PERMITS AND LICENSES. The Contractor shall obtain and pay for any and all permits and licenses required to fulfill this contract, whether specifically noted within this Request for Bid package or not.

C. COMMUNICATION. The Contractor shall provide an answering service, telephone answering machine, email, fax machine, pager, etc., to enable prompt communications. The Contractor, or designee, shall respond to communications requests from Town of Horizon City's Public Works Director or designee, within one (1) hour during the normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

D. HAZARDOUS CONDITIONS/DAMAGE. The Contractor is required to notify Town of Horizon City's Public Works Director or designee, immediately of any hazardous conditions and/or damaged city property. The Contractor is responsible for any damage done to plant material or other property as a result of mowing or cleaning operations. The Contractor will be responsible for repair or replacement of all trees, shrubs, and vegetation that are damaged by the contractor. The Contractor will be responsible for any damage done to private property (cars, plants, structures, etc.)

E. SUPERVISION. The Contractor shall provide supervision of all work crews at all times. Each work crew shall have a designated person on the work site that has the authority, and the ability to communicate effectively in English, to respond to inquiries about work details or priorities.

F. NO DISCRIMINATION. As a condition of this contract, the Contractor covenants and agrees that it will take all necessary actions to ensure, in connection with any work under this contract, that Contractor, its associates and employees, will not discriminate in its treatment or employment of any individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or through contractual or other arrangements. In this regard, the Contractor shall keep, retain and safeguard, all records relating to this contract for work performed hereunder for a minimum period of two (2) years from final contract completion, with full access allowed to authorized representatives of Town of Horizon City upon request, for purposes of evaluating compliance with this and other provisions of the contract.

G. INCLEMENT WEATHER. In the event of inclement weather, wet or rainy weather when the condition of the soil is such that rutting of property will not allow mowing of grass or other services provided under the contract to be accomplished satisfactorily, the Contract may be allotted addition time. **It is the responsibility of the Contractor to notify Town of Horizon City's Public Works Director or designee when unable to complete the work and provide information about the condition and state when completion can be expected.** Expected completion date must be acceptable to Town of Horizon City's Public Works Director or designee.

H. SAFETY DEVICES/ATTIRE AND PERSONAL PROTECTIVE EQUIPMENT. The Contractor shall adhere to all safety requirements as set forth in Section 7 of the Contract Clauses in Section A. The Contractor and its employees shall dress and remain dressed in a presentable fashion due to high public visibility of these employees. A uniform or shirt with a company logo is preferred.

I. EQUIPMENT OPERATION SAFETY. The Contractor shall comply with equipment manufacturer's operating and safety instructions.

J. UNSAFE PRACTICES NOT PERMITTED. The Contractor will not permit unsafe practices. Examples of unsafe practices include but are not limited to, using inappropriate equipment for the job, operating with one arm of a bat wing mower raised with blades exposed and spinning, removing chains or other safety devices from equipment, traveling with an operator sitting in the back of a pickup truck with the tailgate lowered, and operating mowing equipment at excessive speed. Unsafe practices will be grounds for termination of the contract.

K. SCHEDULE OF WORK. It is solely the responsibility of the Contractor to develop a work schedule that will be approved by Town of Horizon City's Public Works Director, or designee. The Contractor shall provide Town of Horizon City's Public Works Director or designee with general plan/schedule of work for the upcoming work month. Such schedule shall include, but is not limited to, projected work areas on a daily or weekly listing, work completed during current month, any notes/comments concerning work completed, and requirements for specific tasks as set forth under Part A, Basic Services, below. Such schedule shall be delivered via email by 12

noon on Thursday prior to the scheduled month to allow for any discussion or requests for upcoming work.

5. SPECIFICATIONS

A. **Standards for Work and Supervision**

(If there are professional licenses or permits required, be sure to attach those. See, e.g., Section 18, Contract Clauses, Section J)

B. Prices

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

C. Insurance Requirements

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

D. Contract

By submitting this Bid, the bidder affirms it 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 solicitation form below.

6. SCOPE OF WORK

The Town of Horizon City is soliciting Bids from qualified landscape & grounds maintenance contractors for turf and native area mowing, fertilization, herbicide/pesticide application, tree and ornamental bush trimming and other assigned grounds maintenance and related tasks, including cleaning of weeds (by pulling weeds out by their roots and leaving only sod in sod areas), trash and debris, for Town of Horizon City's twelve (12) municipal parks, the Senior Center, the Town Hall Site, Courts and Police Site, EDC Building, ponding areas, major roadway medians, parkways, curb & gutters, sidewalks, the Horizon Boulevard hike & bike path, landscaped areas, and trash and pet waste receptacles and hike & bike paths.

In the event that an additional park is added during the life of this contract, the maintenance requirements for such park will be discussed at the time the park becomes part of Town of Horizon City's park inventory and appropriate maintenance work as appropriate for the park may be added to this contract through the issuance of a contract amendment **based on the pricing established under this Bid**. Additional ponding areas may be added and the pricing shall be as established under Section E, Part B, J. (Note: In the event that an construction project arises

throughout the areas mentioned within this contract happens to limit or prevent contractor from performing their scheduled maintenance, an adjustment shall be made to the monthly charge to accommodate the area that did NOT get maintenance).

A. Grounds:

Parks to be maintained for the full term of the Contract:

- **Ranchos Desierto Bello (RDB) Park** a 7.0 acre park located at 14345 Sabio Dr. north of Sabio Dr. and east Brezo St.
- **Horizon Town Center Park** a 2.253 acre park located at 13741 Town Center Dr. north of Town Center Dr. and east Horizon Crossing Dr.
- **Horizon Town Center Park 2 (West)** a 0.84 acre park located at 13720 Town Center Dr. south of Town Center Dr. and west of Horizon Crossing Dr.
- **Horizon Town Center Park 2 (East)** a 0.64 acre park located at 13720 Town Center Dr. south of Town Center Dr. and east of Horizon Crossing Dr.
- **David Ortiz Park** a 0.68 acre park located at 3244 Kevin Boothe east of the intersection between Glen Warner Blvd. and N. Kenazo Ave.
- **Golden Eagle Park**, a 6.41-acre park located at 14467 Alberton Ave. south of Golden Eagle Drive and east of Frank Macías Elementary School.
- **Horizon Mesa Park**, a 3.82-acre park, located at 601 Desert Mist Dr. southwest of the intersection of Desert Mist Drive and Desert Fire Court. Including Desert Mist Dr median from Desert Fire Ct. to Eastlake Blvd.
- **Desmond P. Corcoran Park**, (Corky Park) a 7.02-acre park located at 400/500 Rodman St. northeast of the intersection of Rodman Street and Venny Webb Street.
- **West Eastlake Estates 2,** a 19.776 acre park located at 14390 Steve Joyce Parkway. Corner of Steve Joyce Pkwy and Burd Holland Dr.
- **Claret Cup Park,** a 5.022 acre park located at 14565 Claret Cup between Painted Lady St. and Candelilla St.
- **Verdancia Park 1,** a 1.65 acre park at 14421 Desert Wind Dr.
- **Verdancia Park 2,** a 1.09 acre park located at 14000 Basketflower Dr

B. Senior Center:

- **Horizon Senior Center**, located at 13969 Veny Webb Street.

C. Town Hall Site:

- **Town Hall**, located at 14999 Darrington Rd.
- **Courts & Police,** located at 15021 Darrington Rd.
- **EDC Building,** located at 1525 Oxbow Dr.

D. Ponding Areas:

- 56 ponding areas as established in Section D-1.

E. Horizon Blvd. Hike and Bike Trial

- Horizon Boulevard landscaped areas and hike & bike path with amenities (*excluding the ponding areas located between Thea Smith Dr. and Lago Este Dr.)* on the Horizon Hike and Bike Trail, located in the northern right-of-way of Horizon Boulevard between Ashford Street and Rifton Street

F. All other areas are described as follows:

10 feet of shoulder, medians, parkways, sidewalks and gutters of weeds, trash and other debris and sediment on the streets listed below.

- Hike & Bike Trails and open space area that runs between Darrington Road and Benton Street (next to First Baptist Church)
- Hike & Bike Trail and landscaped parkway along the street frontages of the ponding area at the corner of Ryderwood Road and Benton Street
- Sidewalks, Parkways, and Landscaped Open Space on Ryderwood Avenue (between Darrington Road and Horizon Heights Circle)
- Open Space area at the end of Cutler Place

Part I: Basic Services

During the initial month under contract, the Contractor shall perform an irrigation audit to ensure relative uniformity of water delivery. The result of this audit determines the irrigation/watering schedules thereafter. All rates of application of water shown in the schedule below represent the minimum water application and thus are applicable to those portions of turf area receiving the least amount of water.

Pursuant to the approved work schedule, the Contractor shall perform the following basic services:

1. Inspect **all** irrigation systems weekly; repair and/or replace sprinkler heads, rotor sprinkler heads, pop up spray heads, and drip system as required.
2. Monthly till, rake and/or replace sand or wood chips in playground areas to maintain a presentable appearance and a safe environment. The replacement material must be the same type as the existing material.
3. Inspect the depth of base, sand and wood chips in playground areas to determine whether such materials have a minimum 12-inch depth and report if additional material is required.
4. Provide necessary bags for all trash receptacles including pet waste stations. Clean all trash and debris on all grounds, including trash accumulation in trash receptacles, and haul collected trash and debris to the Greater El Paso Landfill on Monday of each week, unless Monday is a federal holiday or foul weather prevents the collection, in which case this activity is to be performed on the following Tuesday. A copy of the TIP ticket shall be provided to the Public Works Director with the monthly invoice.

5. Inform the Public Works Director of any trash receptacles needing replacement.
6. Maintain, trim, and/or replace trees in parks, medians, and open space areas as required.
7. Immediately report any evidence of damage, defects or vandalism, including tipping over of portable toilets, park furniture/amenities, path furniture/amenities or other equipment to the Public Works Director for the Town of Horizon City.
8. Clean10 feet of shoulder, medians, parkways, roundabouts, sidewalks and gutters of weeds, trash and other debris and sediment on all streets listed below:
    - **N. Darrington:** Between Horizon Blvd. and Eastlake Dr. (developed parkways only on eastern side) *****NOTE*** N. Darrington is closed temporarily. It will be closed for an unknown period of time.**
    - **S. Darrington:** Between Horizon Blvd. and about 200' south of ~~LTV Rd~~ Claret Cup Pl.
    - **N. Kenazo:** Between Eastlake Dr. and Horizon Blvd.
    - **Rodman Street:** Between N. Kenazo and Horizon Blvd.
    - **Ashford Street** (eastern half from centerline): Between Horizon Blvd. and Ryderwood Ave.
    - **Glenn Warner Blvd:** Between N. Kenazo Ave. and Kevin Boothe Dr.
    - **Glenn Warner Blvd. Roundabout:** Intersection of Glenn Warner Blvd. and Kevin Boothe Dr.
    - **Kevin Boothe Dr**. from Glenn Warner Blvd to the end of the street.
    - **Horizon Crossing St:** Between Horizon Blvd. and Town Center Dr.
    - **Town Center Dr:** Between Darrington Rd. and Horizon Crossing St.
    - **S. Kenazo** between S. Darrington and Weaver Rd.
    - **Blair Dr.** between S. Darrington and Weaver Rd.
    - **Weaver Rd.** between S. Kenazo to the end of the street cul de sac.
    - **Pawling Dr.** Between S. Darrington Rd. and Breaux St.
    - **Breaux St.** between Horizon Blvd. and Nunda Dr.
    - **Oxbow Dr**. between S. Darrington and Breaux St.

9. Perform the cleaning and maintenance for each of the 56 ponding areas**,** at least one time annually and according to the provided schedule provided by the Public Works Director. (See list of ponds in Section D-1). This will include maintaining of parkways, curb & gutter, gate access, the cleaning and clearing of weeds, small trees, debris and other trash & vegetation from the sides/slopes and the basin of all ponds. The Public Works Director will create a schedule for the cleaning, which will consist of no fewer than three (3) ponding areas per month within a twelve (12) month period.
10. Provide and maintain two portable toilets (four in total) at Horizon Mesa and Desmond "Corky" Corcoran parks to include maintenance, cleanliness, spraying for pests and supplies on a weekly scheduled basis. All portable toilets must be secured to the ground to prevent tipping of the unit and one unit at each park must be ADA compliant.
11. Provide maintenance, to include supplies, and cleaning of the restroom facilities at Golden Eagle Park and Desmond "Corky" Corcoran Park.
12. In accordance with the Advance Funding Agreement for Voluntary Maintenance by a Local Government (On-System) between the Texas Department of Transportation and the Town of Horizon City, the maintenance on the **Hike and Bike Path and**

landscaped areas within the northern portion of the **Horizon Boulevard right-of-way** (excluding 10 feet from the road) must be maintained in accordance with State standards and conform to the following requirements:

a. Furnish all labor, equipment, materials, and incidentals to provide for maintenance activities on the Hike and Bike Path:

Hardscape, Landscape and Plant Maintenance

For the work of plant maintenance, all reasonable means shall be employed to preserve the plants and vegetative material existing within the landscaped areas and along the Hike and Bike Path in a healthy and vigorous growing condition.

The following maintenance services shall be performed monthly:

(1) Plant bed and basin maintenance including shaping, weed control and mulch layer.
(2) Plant repair, removal, and replacement as directed by the Public Works Director.
(3) Insect, disease, and animal control.
(4) Fertilizing.
(5) Mowing and trimming.
(6) Re-staking, re-guiding, re-bracing and/or removal of staking, guiding, and bracing.
(7) Pruning.
(8) Litter pick-up: remove bagged litter the same day it is collected and dispose in accordance with the requirements in Paragraph 6 under Section J.

b. Before beginning the maintenance on the landscaped areas and the Hike and Bike Path, Contractor shall meet with the Public Works Director to verify location of all utilities within project area. Utility considerations shall include, but not limited to, the following: gas, water, electricity, fiber optics, telephone, signals, lighting, CTMS, sanitary sewer, etc.

The following tasks are ***in addition to*** duties listed above but ***are also included among*** the Contractor's **Basic Services**. Mowing, based on the frequency as specified below, shall be at a consistent depth of 1.5-inches in Bermuda grass or ryegrass turf areas, and at a depth of 3.0-inches in areas with native grass species. Note: the rates of water application given below are applicable to established turf areas; as may be required, greater amounts of water will be applied to the newly installed or distressed sod areas until the turf is rooted or regains strength.

In preparing the work schedules, the Contractor shall incorporate the following specific requirements, which vary depending on the season of the year as listed below:

January

- Adjust watering duration to achieve a rate of application of **0.25-inches** per week in all turf areas. (To achieve sufficient depth of water penetration, watering should be spaced two-weeks apart and thus be at a rate of 0.5-inches per watering).
- Mow turf areas at all parks **once** during the month and trim edges of turf as appropriate to maintain a neat appearance.

- Mow natural areas **once** during the month to maintain a neat appearance.

February

- Near the middle of the month, adjust watering duration to increase the rate of application to **0.75-inches** per week in all turf areas. Together with the increase in the water rate, increase the frequency of watering to once-per-week.
- Adjust watering schedule to restrict the timing of irrigation to the morning hours between 6:00 a.m. and 10:00 a.m., or evening hours between 8:00 p.m. and midnight. (*Note: This watering schedule applies during the months of February through September and is required during the months of February and March due to high afternoon wind speeds and during the months of April through September to minimize evaporation).*
- Mow turf areas at all parks **once** during the month. Trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **once** during the month to maintain a neat appearance.

March

- Adjust watering duration to achieve a rate of application of **1.0-inch** per week in all turf areas or at the discretion of the licensed irrigator and reported to the Public Works Director.
- Aerate soil in all active play fields (baseball field, soccer field and open fields) prior to the application of fertilizer. (Contractor may employ deep tine, slitting, needle tines or hollow core method).
- Fill low spots and scrape high spots on the baseball and soccer fields.
- Late in the month, apply a slow-release nitrogenous fertilizer with an $N–P_2O_5–K_2O$ ratio of 1:0:0 at a minimum of one and one-half (1.5) pounds of nitrogen per 1,000 square feet on all turf areas. Manually alter the irrigation system to apply water immediately following the application of fertilizer. Broadcast application of fertilizer is not allowed during high winds.
- Mow turf areas at all parks **twice** during the month, at least two weeks apart and trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **twice** during the month to maintain a neat appearance.

April

- Adjust watering duration to achieve a rate of application of **1.0-inch** per week in all turf areas. or at the discretion of the licensed irrigator and reported to the Public Works Director.
- Inspect the depth of sand, and wood chips in playground areas to determine whether such materials have a minimum 8-inch depth, report if additional material is required. Upon authorization by city's staff, provide Town of Horizon City with necessary added material; spread such material to achieve the required minimum 8-inch depth.
- Fertilize all trees with appropriate organic fertilizers (e.g. cottonseed meal, bone meal, manure and chicken litter) at a rate of 0.2 pounds per 100 square feet for young or recently planted trees, and at a rate of 0.1 pounds per 100 square feet for mature trees. Note: fertilizer shall be scattered over the ground surface, but not in direct contact with the tree trunk, up to the 'drip line' of the trees and heavily water trees following the application of fertilizer.
- Apply a 'post-emergent' herbicide to non-turf areas (e.g. chad/screening-surfaced walking paths). Note: application of such herbicide shall generally be limited to early morning hours

when wind speeds are low, but application, at any hour of the day, is not allowed during high winds. Herbicides will not be applied during times when school-aged children are present.

- Mow the baseball fields and soccer field **weekly**, at least seven-days apart.
- Mow all other turf areas at all parks **twice** during the month, at least two weeks apart and trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **twice** during the month to maintain a neat appearance.

May

- Adjust watering duration to achieve a rate of application of **1.5-inches** per week in all turf areas. or at the discretion of the licensed irrigator and reported to the Public Works Director.
- Evaluate all turf areas for evidence of weed infestation and report to the Public Works Director recommending application apply of an appropriate selective herbicide. (Note: Such application, if authorized, will not be allowed under the "additional services" portion of this Contract).
- Seed bare or 'thinning' turf areas with 'NuMex Sahara' Bermuda grass (*Cynodondactylon*) at a rate of one (1) pound per 1,000 square feet. Note: Seeding is not allowed when nighttime temperatures are above 68º F and mowing schedules should be adjusted ensuring that no mowing of seeded areas occurs for 30-days following the application of seeds. In addition, germination of seed shall be a determining factor for mowing.
- Rake baseball infield surfaces and remove any weeds; resurface and compact infield, including pitcher's mound, as appropriate; inspect the home plate and base bags and recommend repairs or replacement as appropriate.
- Inspect all lighting to ensure its operability. (*Note: The Contractor shall notify the Public Works Director of any problems with exterior lighting, but the Contractor shall <u>not</u> be responsible for the repair of damaged electrical equipment or the replacement of lights under this Contract.*)
- Mow the baseball fields and soccer field **twice weekly**, (except as noted above).
- Mow all other turf areas at all parks **weekly** during the month, (except as noted above), at least seven-days apart and trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **twice** during the month to maintain a neat appearance.

June

- Adjust watering duration to achieve a rate of application of **1.5-inches** per week in all turf areas or at the discretion of the licensed irrigator and reported to the Public Works Director.
- Aerate soil in all active play fields (baseball field, soccer field and open fields) prior to the application of fertilizer. (Contractor may employ deep tine, slitting, needle tines or hollow core method).
- Apply a slow-release nitrogenous fertilizer with an $N–P_2O_5–K_2O$ ratio of 1:0:0 at a minimum of one and one-half (1.5) pounds of nitrogen per 1,000 square feet on all turf areas. Manually alter the irrigation system to apply water immediately following the application of fertilizer. Broadcast application of fertilizer is not allowed during high winds and fertilizer application should precede the onset of annual summer rains.
- Inspect all lighting to ensure its operability. (*Note: The Contractor shall notify the Public Works Director of any problems with exterior lighting, but the Contractor shall not be*

responsible for the repair of damaged electrical equipment or the replacement of lights under this Contract.)

- Rake baseball infield surfaces and remove any weeds by hand; inspect the home plate and base bags and recommend repairs or replacement as appropriate.
- Mow the baseball fields and soccer field **twice weekly**.
- Mow all other turf areas at all parks **weekly** during the month, at least seven-days apart and trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **twice** during the month to maintain a neat appearance.

July

- Adjust watering duration to achieve a rate of application of **1.25-inches** per week in all turf areas. or at the discretion of the licensed irrigator and reported to the Public Works Director.
- Inspect all lighting to ensure its operability. (*Note: The Contractor shall notify the Public Works Director of any problems with exterior lighting, but the Contractor shall not be responsible for the repair of damaged electrical equipment or the replacement of lights under this Contract).*
- Rake baseball infield surfaces and remove any weeds by hand; inspect the home plate and base bags and recommend repairs or replacement as appropriate.
- Remove weed vegetation from non-turf areas. (Note: Certain weed types, especially tumbleweeds, may not be treated with herbicides once fully matured. Weeding shall be undertaken before annual weeds have formed seeds).
- Mow the baseball fields and soccer field **twice weekly**.
- Mow all other turf areas at all parks **weekly** during the month, at least seven-days apart and trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **twice** during the month to maintain a neat appearance.

August

- Adjust watering duration to achieve a rate of application of **1.25-inches** per week in all turf areas or at the discretion of the licensed irrigator and reported to the Public Works Director.
- Evaluate all turf areas for evidence of weed infestation and report to the Public Works Director recommending application apply of an appropriate selective herbicide. (Note: Such application, if authorized, will not be allowed under the "additional services" portion of this Contract).
- Inspect all lighting to ensure its operability. (*Note: The Contractor shall notify the Public Works Director of any problems with exterior lighting, but the Contractor shall not be responsible for the repair of damaged electrical equipment or the replacement of lights under this Contract).*
- Rake baseball infield surfaces and remove any weeds; inspect the home plate and base bags and recommend repairs or replacement as appropriate.
- Mow the baseball fields and soccer field **twice weekly**.
- Mow all other turf areas at all parks **weekly** during the month, at least seven-days apart and trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **twice** during the month to maintain a neat appearance.

September

- Adjust watering duration to achieve a rate of application of **1.0-inch** per week in all turf areas or at the discretion of the licensed irrigator and reported to the Public Works Director.
- Aerate soil in all active play fields (baseball field, soccer field and open fields) prior to the application of fertilizer. (Contractor may employ deep tine, slitting, needle tines or hollow core method).
- Early in the month, apply a balanced fertilizer with an $N–P_2O_5–K_2O$ ratio of 3:1:2 at a minimum of three-quarter (0.75) pounds of nitrogen and one-half (0.5) pound of potash (K_2O) per 1,000 square feet on all turf areas. Manually alter the irrigation system to apply water immediately following the application of fertilizer. Broadcast application of fertilizer is not allowed during high winds.
- Mow turf areas (baseball fields and soccer field included) at all parks **weekly** during the month, at least seven-days apart and trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **twice** during the month to maintain a neat appearance.

October

- Adjust watering duration to achieve a rate of application of **0.5-inches** per week in all turf areas or at the discretion of the licensed irrigator and reported to the Public Works Director.
- Adjust water schedule as appropriate. (*Note: the timing of irrigation need not be restricted to morning or evening hours during the months of October through January.*)
- Report results of second semi-annual inspection of all play equipment and picnic facilities to ensure their operability and usability and the current conditions to the Public Works Director and give special attention to evidence of damage or any conditions that could present a safety hazard.
- Over-seed all sports and open fields at with perennial ryegrass (*Lolium Perenne*) at a rate of three (3) pounds per 1,000 square feet. Note: Over-seeding should not be attempted until the Bermuda grass has gone dormant, (late in the month), and the mowing schedule should be interrupted such that no mowing occurs for a period of 30-days following the over-seeding. The following shall be followed:
  a) OVERSEEDING
     i) Mow existing Bermuda to 1".
     ii) Broadcast seed and amendments only when wind velocity is below 5 mph. Evenly distribute seed by sowing equal quantities in each direction.
     iii) Sow seed at rate recommended by seed supplier.
     iv) Rake seed into Bermuda.
     v) Water to ¼" depth, four times/ day through establishment.

  b) MAINTENANCE:

  The following maintenance will be accomplished from time of seeding until thirty days from date of seeding. When initial maintenance period does not fall within planting season, continue maintenance during next planting season or upon inspection by the Public Works Director or designee.
     i) Removal of all weeds and foreign vegetation of approved methods.

ii) Watering of all seed to promote optimum growth conditions.
iii) Re-fertilizing as specified by the Public Works Director or designee.
iv) Mowing to an initial height of 2".
v) Maintain and establish turf by watering, fertilizing, mowing, weeding, and replanting as required to establish health stand of turf. Regrade and replant bare or scalped areas to produce uniform turf.
vi) Mow turf when blades reach 2" height. Repeat as necessary, never cutting more than 1/3 of grass height.

c) INSPECTION

At the time of Final Inspection by the Public Works Director or designee, all seeded areas will be mowed, edged, free from foreign vegetation, smoothly graded, uniform in color and in vigorous state of growth. Turf will provide 95% coverage of all specified areas, with no bare spots and yellowed areas not exceeding 6" x 6", no scalped areas.

- Mow turf areas at all parks **twice** during the month, at least two weeks apart and trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **once** during the month to maintain a neat appearance.

November

- Adjust watering duration to achieve a rate of application of **0.50-inches** per week in all turf areas or at the discretion of the licensed irrigator and reported to the Public Works Director.
- Evaluate all park trees for necessary pruning. Necessary pruning, (e.g. removal of dead branches, removal of crowded or rubbing limbs, eliminating hazards, and increasing light and air penetration on the inside of the tree's crown), shall be undertaken with special emphasis on corrective pruning of young trees to ensure that they develop a strong structure and desirable form. Note: pruning of deciduous trees shall not be undertaken until the trees have lost their leaves.
- Mow turf areas at all parks **once** during the month. Trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **once** during the month to maintain a neat appearance.

December

- Adjust watering duration to achieve a rate of application of **0.25-inches** per week in all turf areas. (To achieve sufficient depth of water penetration, watering should be spaced two-weeks apart and thus at a rate of 0.5-inches per watering.)
- Mow turf areas at all parks **once** during the month. Trim edges of turf as appropriate to maintain a neat appearance.
- Mow natural areas **once** during the month to maintain a neat appearance.

Section I-A
List of Ponding Areas

1	Benton & Ryderwood	
2	Mel Cole @ Roslyn Dr.	
3	Ryderwood & Darrington	
4	Hadley PL./Nita PL.	
5	Desert Ash/Desert Sage	
6	Desert Mesquite (Deseert Silver Dr.)	
7	Desert Sky Dr/Desert Silver	
8	Desert Sage/ Desert Mesquite	
9	Desert Cloud (Desert Fire & Desert Silver)	
10	Verdancias Lot 2 (Basketflower Dr.)	NEW
11	Verdancias Lot 5 (Desert Spring Dr.)	NEW
12	Rifton 1 (Summit Breeze & Paradise Breeze)	
13	Rifton 2 (Horizon viata & Sand Gate)	
14	Rifton 3 (Cactus view &Horizon Blvd.)	
15	Dessert Breeze U-3 (Anderpont St.)	NEW
16	Lago De Como	
17	West Eastlake Estates U-1 (Tobe Davis Dr.)	
18	West Eastlake Estates Unit 2 (Steve Joyce)	
19	Barrel Cactus & Texas Rainbow	
20	Highweed (Sand Vervena St. & Highweed Dr.)	
21	Rodman & Glenosa	
22	Peter Noyes Dr. @ Jim Knowles Pl.	
23	Lago Grande & Lago Azul	
24	Thayer Pease # 1	
25	Thayer Pease # 2	
26	Golden Eagle & Bryce	
27	Las Aguillas & Alcon	
28	Golden Eagle/Orchid	
29	Pawling Dr.	NEW
30	Weiermann Laureen Zelt Ct. & Corby Pl.)	
31	Desierto Bonito (Villa Romero &Nuevo Desierto Dr.	
32	Maravillas (Venecia Dr. & Puentecillas Dr.)	
33	Techelkamp	
34	Rudy Kuefner Dr (Achim Dr. &Uli Ruecker Dr.)	

35	Rancho Desierto Bello #5 (Villa Allende Way and Escalera)
36	Rancho Desierto Bello #8 (Desierto Bueno Ave and Villa Seca Dr.)
37	Rancho Desierto Bello #10 (Sabio Dr. and Villa Seca Dr.)
38	Nazareno St (Desierto Bello Ave. & Desierto Lindo Ave.)
39	Rancho Desierto Bello #16 (Brittlebush Pl) NEW
40	Brezo
41	Industrial Park (Weaver Rd.)
42	Horizon Town center U-1 (Towncenter Dr.)
43	Horizon Town Center U-4 (Centro Vista/Park Vista) NEW
44	Horizon Town Center u-3 (Desert Vista Ave.)
45	Horizon Town Center U-2 (Playa Vista St.)
46	Eastlake Extension Phase II #2 (Eastlake Behind Oreyllis)
47	Eastlake Extension Phase II #3
48	Eastlake Extension Phase II #4
49	Eastlake Extension Phase II #5
50	Eastlake Extension Phase II #6
51	Linear Pond on Golf Course behind Homestead Drive – Hand Raking the pea gravel material. This work shall be coordinated with the Horizon Regional Municipal Utility District as well.
52	Vista Shopping Center
53	Rancho Desierto Bello #12 (by Clartet Cup Dr and Adonis blue Ct)
54	S.Darrington Widening (LTV/Claret Cup Dr Road pond)
55	Rancho Desierto Bello #13 (by Clartet Cup Dr. and Candellina St.)
56	Ranch Desierto Bello 15 (Faxon Yucca) NEW

Section E
BID FORM
REQUIRED SPECIFICATIONS: Can you comply? _____ Yes _____ No

***NOTE:** The annual cost Bid for the ponding areas will only include the required work for cleaning and maintaining each of the 56 ponds one time per year. Bidder will submit a separate Bid under Group 5 for additional pond cleaning services, in the event that one or more ponding areas require cleaning more frequently than one time per year or for any additional ponding areas that may be added during the term of the agreement.

Item No.	Facility
1.	**Verdancia Park 1**
2.	**Verdancia Park 2**
3.	**Horizon Blvd Hike and Bike Trail (Rifton Ct. – Anderpont St)**

***NOTE:** The two parks and hike and bike trail listed above will be under construction at time that the contract commences. It is anticipated that both will be open to the public by July 1, 2026. So the contract will include six months of maintenance responsibility in Year One for both parks. Both parks will be maintained for the remainder of the contract.

I. Additional Services

Other services, as requested by Town of Horizon City, that are of a similar nature and scope as those services listed in E through K below and require the use of unskilled labor may be requested by Town of Horizon City to be performed at the rates set forth under J below: (**Note:** both parties shall agree in writing through their designated representative that the requested services that will be performed and charged under J are of the appropriate nature and scope under this section and an estimated cost shall be prepared by Vendor and approved by authorized City staff before proceeding with the services). Additional Services shall be completed by additional contractor personnel and shall not divert personnel dedicated to the work to be completed under the Basic Services of the awarded contract.

The following tasks shall be performed on an as-needed basis at all **City Parks** or as specifically approved by the Public Works Director or his designee.

A. Replace damaged irrigation sprinkler heads that are beyond repair. Note: All irrigation spray head, and rotors sprinklers shall be replaced with the same model Rain Bird® spray head, and rotors sprinklers as the original damaged sprinkler, or with spray heads, and rotors of equal value and operational characteristics. The Public Works Director shall approve any substitution of a different brand or different model spray head or rotor prior to installation.
B. De-thatch turf areas at City's direction.

C. Apply selective herbicide to weed-ridden turf areas.

D. Provide and plant trees where and when required to replace dead or diseased trees. Note: tree replacement shall be by the same tree species, and new trees shall have a minimum three-inch caliper, a straight trunk, well-balanced crown, and intact leader. The Public Works Director may approve a substitution of a different tree species **prior** to purchase and planting.

E. Additional trash and debris pickup before and/or after special events.

F. Replace damaged backboards and basketball hoops:

G. Replace damaged or missing basketball nets:

H. Replace baseball home plate:

I. Replace baseball base bags:

J. Additional pond cleaning services. (Note: prior to commencing any work under this category, the Public Works Director and the contractor will meet to establish the scope of the work to be undertaken for each pond. Any equipment needed for such work will be paid as bid under Item K, part C.)

K. Backflow Preventer Testing and Reporting:

L. LABOR FOR OTHER SERVICES NOT REQUIRING SKILLED OR SPECIALLY TRAINED OR LICENSED PERSONNEL UNDER THIS SECTION.

M. MATERIAL COSTS FOR REPAIRS AND ITEMS UTILIZED IN THE PROVISION OF OTHER SERVICES UNDER THIS SECTION (that are not part of unit pricing as shown on the original invoice for the material).

N. EQUIPMENT OPERATIONS FOR EQUIPMENT NEEDED FOR THE OTHER SERVICES UNDER THIS SECTION.

EXCEPTIONS

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

Section F

BID SUMMARY

Basic Services, 3 Years Contract (2026 – 2029)

Total Bid _____
(In Figures)

Total Bid_____
(In Words)

Addendum Receipt

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

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

_____
CONTRACTOR

_____
BY

_____
TITLE

Seal and Authorization
(if a corporation)

ATTEST:

_____
ADDRESS

_____ _____
SECRETARY **TELEPHONE**

Section G

BIDDER INFORMATION SHEET/SIGNATURES

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

If the 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 Bid was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____

Corporate Secretary Signature and Corporate Seal

____ DBA certificate attached (if required)

Section H

EVALUATION PROCESS

Town of Horizon City will award the contract to the bidder that submits a Bid which represents the "best value" to Town of Horizon City. The Best Value shall not be based solely upon price but the Bid which receives the highest cumulative score for each of the evaluation factors herein.

The award shall be based upon the evaluation criteria and process delineated herein.

A. Evaluation Committee: All properly submitted Bids will be reviewed by an Evaluation Committee.
B. Weighted Evaluation Criteria: The following weighted criteria will be considered to determine which Bid offers the "best value" to Town of Horizon City.
C. A bidder **must** fill out the Best Value Evaluation questionnaire and submit with its Bid.

CRITERIA

Cost (lowest Bid cost ÷ higher Bid cost x cost percentage or points = cost score) (40 points)

As part of the requirement to establish the responsibility of the offer, Town of Horizon City may determine the reasonableness of the price(s) at which the services are offered. Prices which are significantly lower than the mean of all offers, and appear to be unreasonably low, may be determined to be evidence of non-responsibility, and cause the offer to be rejected. Formula for determining the cost score is to divide the lowest cost Bid by each higher Bid multiplied by the cost criteria percentage or points which equals the corresponding percentage or points of each vendor's cost score.

Location **(20 points)**

The bidder shall identify the address of its corporate office. If the bidder's corporate office is not located in El Paso County, the bidder shall provide proof of a local office site that provides adequate managerial oversight.

References **(20 points)**

The bidder shall identify its full client history for the last two (2) years, including any local Government Services excluding Town of Horizon City departments and employees. The bidder shall provide three (3) Project Reference Forms (Exhibit A) from clients for whom they have provided continuous similar services for at least the past two (2) years.

The Project Reference Forms shall be completed in their entirety to include the names, telephone numbers, and email addresses of the contract administrators for whom the work was performed. If you do not have three local government contracts, then provide forms from federal, state or commercial contracts to complete this information.

Quality of the Offeror's Services **(10 points)**

The bidder will be evaluated on quality of work, timeliness, the resolution of issues and problems, and adequacy of workforce.

Past Performance **(10 points)**

The bidder will be evaluated on customer satisfaction and customer recommendations.

BEST VALUE EVALUATION QUESTIONAIRE:

The bidder shall provide at least three (3) completed Project Reference Forms (Exhibit A), excluding Town of Horizon City departments and employees, for which they have provided continuous services for at least the past two (2) years. The names, telephone numbers, and email addresses of the contract administrators for whom the work was/is performed shall be provided on each applicable form **and** in the chart below.

The submitted references should be clients or former clients of the bidder, for which the bidder provided continuous services for at least two years. One of the references (clients) must be a current client that is similar in size and scope to Town of Horizon City project.

In submitting references (clients), those references who are local governmental entities should be listed/provided first, followed by references who are federal or state entities, followed by commercial entities.

Three completed Project Reference Forms with correct and complete contact information shall be provided with the Bid for it to be considered complete and deemed appropriate for evaluation.

List references (please include name, telephone number, and email address)

ENTITY NAME The first entity listed below shall be the current similar client.	CONTACT NAME (Contract Administrator) & PHONE #	EMAIL ADDRESS

You may provide additional references or information on a separate piece of paper, if necessary.

Best and Final Offer

When deemed appropriate, after the submission of Bids but before the final selection of the successful Bid, Town of Horizon City may permit a bidder to revise its Bid in order for Town of Horizon City to obtain a best and final offer. Town of Horizon City will provide each bidder within the competitive range with an equal opportunity for discussion and revision of its offer, and the offeror may elect not to amend its original Bid. Town of Horizon City is not bound to accept the best-priced bid Bid if that Bid is not the most advantageous to Town of Horizon City as determined the evaluation committee.

Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and such performance bonds shall be issued for a duration sufficient to cover all warranty periods required by the contract.

A payment bond in an amount not less than one hundred percent (100%) of the contract price, or in a penal sum not less than that prescribed by Town of Horizon City as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract.

If a performance or payment bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, Town of Horizon City will require, as a condition to accepting the bond(s), a written certification from the surety that that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusteed to do business in the State of Texas. If any portion of the surety's obligation is reinsured, the amount reinsured may not exceed ten percent (10%) of the reinsurer's capital and surplus.

The performance bond and the payment bond shall be in a form approved by Town of Horizon City. A copy of the payment bond provided for the contract shall clearly and prominently display on the bond or on an attachment to the bond:

(a) The name, mailing address, physical address and telephone number, including the area code of the surety company to which any notice of claim should be sent; or
(b) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521.051 Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

The surety company providing the payment bond shall designate an agent resident who resides within the County of El Paso and to whom any requisite notices may be delivered and with whom service of process may be rendered in matters arising out of suretyship.

Should the surety exercise its right to take over and perform the contract, the surety shall submit or require the contractor to submit, a payment bond and performance bond that satisfies the requirements set forth in this Section Contract Security.

A bond provided pursuant to this Section Contract Security may be executed only by a surety company that is authorized to write surety bonds in Texas. If the amount of the bond exceeds $100,000, the surety company must also:

(a) hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law: or
(b) have obtained reinsurance for any liability in excess of $100,000 from reinsurer that:

(1) Is an authorized reinsurer in this state; and
(2) holds a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

To determine whether the surety on the bond of the reinsurer holds a certificate of authority from the United States Secretary of the Treasury, a party may conclusively rely on the list published in the Federal Register by the United States Department of Treasury, covering the date on which the bond was executed, of the companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.

Additional or Substitute Bond

If at any time, Town of Horizon City, for justifiable cause, shall be or become dissatisfied with any Surety or Sureties upon the Performance or Payment Bonds, the Contractor shall within five (5) consecutive work days after notice from Town of Horizon City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to Town of Horizon City. The premiums on such bond (or bonds) shall be paid by the Contractor at no additional costs to Town of Horizon City.

No further payments to the contractor shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to Town of Horizon City.

RESPONSIBILITY CHECK LIST

EQUIPMENT, PERSONNEL AND RESPONSIBILITY DETERMINATION

(A bidder must provide and/or identify the following as applicable)

NOTE: Failure to provide the following documents will deem the Bid non-responsive.

1. Submit a list of primary equipment the bidder intends to use in the execution of this contract to include quantity, brand, type, and model year.

Submitted – YES ☐ NO ☐

2. Submit the number of personnel it employs or will employ who will be working within the City to fulfill the contract requirements.

Number of Full Time Personnel -_____

Number of Part Time Personnel -_____

3A. If a publicly held organization, submit financial statements for the last two (2) fiscal years as described above under Financial Capacity Determination.

Submitted – YES ☐ NO ☐

OR

3B. If a privately held organization, submit balance sheets and statement of income for the last two years certified by an Independent Certified Public Accountant.

Submitted – YES ☐ NO ☐

If the bidder cannot provide Certified documents listed in 3B above, then provide a letter requesting a waiver for this requirement and 1) provide the balance sheets for the last two years, 2) provide the name of the Bank(s) or financial institutions the Bidder uses for its business transactions, 3) provide the line of credit it has with the Bank/financial institution, if applicable, and 4) provide the Income Tax returns for the last two years with Profit Loss statements if available.

Section I

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 proposing in connection with this Bid or with any City official.

_____
Signature

_____
Title

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

_____
Notary Public

_____
My Commission Expires

Section J

CONTRACT CLAUSES

PARKS AND GROUNDS MAINTENENACE CONTRACT

This Parks and Grounds Maintenance Contract is entered into this___day of _____, 2025 by and between the Town of Horizon City, Texas (the "City") and _____, _____(the "Contractor").

1. Term

The contract will become effective on January 1, 2026 or the date Town of Horizon City Council awards the contract, whichever comes later, and terminate on December 31, 2029 unless Town of Horizon City exercises its option to extend the contract as indicated on the original contract.

If no option to extend the agreement exists or Town of Horizon City chooses to not exercise the option to extend the contract, and Town of Horizon City has not obtained another service contractor by the expiration date of the contract, Town of Horizon City at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months until such time as a new contract is awarded.

OPTION TO EXTEND THE TERM OF THE AGREEMENT:

Town of Horizon City at its sole discretion, may exercise any option to extend the term of the agreement, by giving the Contractor written notice within the time period noted on the selected option:

The Contractor offers Town of Horizon City the option of extending the term of the contract for:

_____**One** (1) additional year at the same unit prices, if the option is exercised with thirty (30) days' written notice prior to the expiration of the original term of the Contract.

_____**Two** 1–year options to extend at the same unit prices, if the option is exercised with thirty (30) days' written notice prior to the expiration of the original term of the Contract and prior to the expiration of the exercised first year of the second one-year option.

_____**NO OPTION OFFERED**

2. Consideration

A. The Contractor will submit invoices to Town of Horizon City on the 25th day of each month for services furnished between that date and the period covering the prior month's invoice, to include the costs for the Basic Services, as listed in the Scope of Work attached to this Contract, attached hereto as Attachment "A" and made part hereof for all purposes, and the costs for all other provided services, as allowed.

B. Invoices will be itemized. Town of Horizon City will compensate the Contractor for **Additional Services**, as listed in the Scope of Work attached to this Contract, as Attachment "A", based on the Unit Costs identified therein.
C. Invoices shall only cover work that was performed during the billing period. Should an area not require maintenance for any reason, the invoice shall be adjusted accordingly.
D. Invoices will reflect the Solicitation Number and the Purchase Order Number.
E. Do not include Federal Tax, State Tax, or City Tax. Town of Horizon City will furnish a tax exemption certificate upon request.
F. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
G. Copies of the bill of lading and the freight waybill when applicable will be attached to the invoice. Required tip tickets and receipts for herbicide/pesticide and any other applicable materials shall also be attached to the invoice.
H. Payments will be processed after verification and approval of such invoice. Payment shall be made in accordance with the Texas Prompt Payment Act.
I. Mail invoices to the Town of Horizon City, ATTN: Accounts Payable, 14999 Darrington Road, Horizon City, Texas 79928.
J. The Contractor shall advise Town of Horizon City's Accounts Payable Section of any changes in its remittance addresses.

3. Termination

Either party may terminate this Contract if the other party has breached the Contract and fails to correct such breach for a period of thirty-days (30-days) after receipt of written notice to correct the same. In addition, either party may terminate this Contract without cause upon ninety (90) day written notice to the other party of the intention to terminate this Contract. In addition, this Contract may be terminated at any time by mutual written agreement of the Parties. In addition, this Contract shall automatically terminate if Town of Horizon City Council of the Town of Horizon City fails to appropriate or budget money for the payment of the Services under this Contract. All payments by Town of Horizon City under this Contract are payable only out of current City revenues.

4. Independent Contractor

The Contractor shall instruct all of its employees as to work procedures and thoroughly acquaint each employee with his or her duties. Town of Horizon City shall notify the Contractor if any of the Contractor's employees do not perform their duties as necessary to carry out the Contractor's duties under this Contract. Nothing contained herein shall be construed as creating the relationship of employer-and-employee between Town of Horizon City and the Contractor or between Town of Horizon City and the Contractor's employees. The Contract shall be deemed at all times to be an independent contractor. In carrying out the terms of this Contract, the Contractor shall select its own employees and such employees shall be and shall act under the exclusive and complete supervision and control of the Contractor.

5. Property Damage

The Contractor shall promptly notify Town of Horizon City's Public Works Director or designee of any damage or vandalized plants, materials, or equipment that the Contractor discovers on the property. The Contractor shall reimburse Town of Horizon City for any property damage caused by anyone under the Contractor's employ or direction.

6. Trash

The Contractor shall be responsible for providing trash bags or other appropriate containers for picking up trash and trimmings and pet waste, and the Contractor shall be responsible for hauling all collected waste to the Greater El Paso Landfill, including assuming the cost for any tipping fees. Trash and trimmings shall not be allowed to accumulate such that they present a health or safety hazard, and must be taken to the landfill as necessary, but in no event, not fewer than bi-weekly, or as directed by Town of Horizon City's Public Works Director or designee. A copy of all trip tickets must be provided to Town of Horizon City's Public Works Director or designee, as described in Clause 2.

7. Employees

A. The Contractor shall provide an adequate staff (6-person crew minimum, excluding owner, herbicide/pesticide, and irrigator) for the coordination and expediting of his work. The Contractor shall employ only competent, efficient workmen for the performance of services and shall not use the work of any unfit person or one not skilled in the work assigned to him/her; and shall at all times maintain good order and strict discipline among the Contractor's employees.
B. Whenever Town of Horizon City's Public Works Director or designee shall inform the Contractor in writing that, in his opinion, any employee is unfit, unskilled, disobedient or is disrupting the orderly progress of the work, such employee shall be removed from Town of Horizon City's work site and shall not again be employed on it.
C. Under urgent circumstances, Town of Horizon City's Public Works Director or designee may orally require immediate removal of an employee for cause, to be followed by written confirmation.
D. Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, Town of Horizon City's Public Works Director or designee may, by written notice, suspend the work until the Contractor complies with the provisions of this paragraph.
E. The Contractor shall pay or cause to be paid, without cost or expense to Town of Horizon City, all Social Security, Unemployment, and Federal Income Withholding taxes of all employees and that all employees shall be paid wages and benefits as required by federal and state law.

8. Subcontractors

A. The Contractor shall not make any subcontract for performing any portion of the work included in the contract without written notice to and the consent of Town of Horizon City's Public Works Director or designee. Upon request by Town of Horizon City's Public Works Director or designee, the Contractor shall promptly furnish all information to establish that any proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms

and conditions of this contract. Town of Horizon City's Public Works Director or designee shall not unreasonably withhold consent for approval of a subcontract. Town of Horizon City's Public Works Director or designee approval or disapproval of any subcontractor or of a particular process or material will not relieve the Contractor of its responsibility for performance of work as called for under the contract documents and shall not provide a basis for any claim of additional time or money on the part of the Contractor. Such approval shall not be construed to create any contractual relationship between the subcontractor and Town of Horizon City. In no event shall the contract price be increased as a result of the rejection of any subcontractor.

B. If the use of a subcontractor is permitted, the Contractor shall either require each subcontractor to procure and maintain during the life of the subcontract, subcontractor's insurance of the same types and in the same minimum amounts required by the contract or the Contractor may insure the activities on its policy or policies.
C. If Town of Horizon City's Public Works Director or designee determines that any proposed subcontractor is unacceptable, Town of Horizon City will so notify the Contractor, who may thereupon submit another proposed subcontractor unless the Contractor decides to do the work itself. Disapproval by Town of Horizon City's Public Works Director or designee of any proposed subcontractor shall not provide a basis for any claim by the Contractor.
D. If an approved subcontractor fails to properly perform the work undertaken, the subcontractor shall be removed from the job upon request of Town of Horizon City's Public Works Director or designee, following notification to the Contractor in writing of the request for removal and the reason therefore. Each subcontract entered into shall provide that the provisions of this contract shall apply to such subcontractor and its officers and employees in all respects as if the subcontractor and its officers and employees are employees of the Contractor. Town of Horizon City's Director of Public Works or designee's decision not to disapprove of any subcontract shall not relieve the Contractor of any of its responsibilities, duties and liabilities hereunder. The Contractor shall be solely responsible for the acts, omissions, negligence or defaults of its subcontractors and of such subcontractor's officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract.
E. The Contractor agrees to bind each subcontractor, and each subcontractor agrees to be bound by the terms of the contract documents insofar as applicable to its work. The Contractor and each subcontractor jointly and severally agree that nothing in the contract documents or otherwise shall create or be deemed to create any rights in favor of a subcontractor against Town of Horizon City; nor shall be deemed or construed to impose upon Town of Horizon City any obligation, liability or duty to a subcontractor; or to create any contractual relation whatsoever between a subcontractor and Town of Horizon City.
F. The provisions contained herein shall likewise apply to any sub-subcontracts.

9. Safety

The Contractor shall train its employees or subcontractors in safety procedures, a written copy of such training with those in attendance must be provided upon request from Town of Horizon City. All crews shall have a Contractor's staff supervisor onsite when any work is

being done within Town of Horizon City. The Contractor shall provide first aid kits and fire extinguishers for all crew vehicles. All Vehicles shall be equipped with amber light bars on the roof of each vehicle which will be operational when the vehicle is being used for any street work. All Vehicles shall be marked with a company logo and display all state license numbers, as may be required by state law. Crews shall wear Class 3 safety vests and traffic cones are required at all times when working outside of a building. The current TMUTCD standard must be adhered to when any work requiring work zone traffic control in City streets is required.

10. Insurance

A. The Consultant agrees to maintain the types and amounts of insurance required in this contract throughout the term of the contract. The following insurance policies shall be required:

a. Commercial General Liability
b. Business Automobile Liability
c. Workers' Compensation
d. Professional Liability

B. For each of these policies, the Consultant's insurance coverage shall be primary with respect to Town of Horizon City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by Town of Horizon City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to Town of Horizon City pursuant to this contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to Town of Horizon City's Purchasing Agent at the time of execution of this contract, attached hereto as Exhibit A, and approved by Town of Horizon City *before* work commences.

C. General Requirements Applicable to All Policies.

1. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
2. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
3. "Claims made" policies are not accepted, except for Professional Liability insurance.
4. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to Town of Horizon City
5. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
    a. The insurance company is licensed and authorized to do business in the State of Texas

b. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
c. All endorsements and coverages are included according to the requirements of this Contract
d. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

6. Town of Horizon City, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded Town of Horizon City, its officials, employees, and volunteers.

D. **Commercial General Liability** requirements:

1. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
2. Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.
3. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
4. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
5. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
6. Town of Horizon City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by Town of Horizon City.

E. **Business Automobile Liability** requirements:

1. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current Best Key Rating Guide.
2. Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.
3. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
4. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

F. **Workers' Compensation Insurance** requirements:

1. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Consultant, the Consultant, *all* employees of any and all subconsultants, and all other persons providing services on the Project must be

covered by a workers compensation insurance policy, either directly through their employer's policy (the Consultant's, or subconsultant's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Consultants and subconsultants *must* use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.

2. The workers compensation insurance shall include the following terms:

a. Employer's Liability limits of $1,000,000 for each accident is required.
b. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
c. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

G. **Professional Liability** requirements:

1. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
2. Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to Town of Horizon City upon request.
3. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

H. **Contract Security** requirements:

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and such performance bonds shall be issued for a duration sufficient to cover all warranty periods required by the contract.

A payment bond in an amount not less than one hundred percent (100%) of the contract price, or in a penal sum not less than that prescribed by Town of Horizon City as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract.

If a performance or payment bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, Town of Horizon City will require, as a condition to accepting the bond(s), a written certification from the surety that that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusteed to do business in the State of Texas. If any portion of

the surety's obligation is reinsured, the amount reinsured may not exceed ten percent (10%) of the reinsurer's capital and surplus.

The performance bond and the payment bond shall be in a form approved by Town of Horizon City. A copy of the payment bond provided for the contract shall clearly and prominently display on the bond or on an attachment to the bond:

(c) The name, mailing address, physical address and telephone number, including the area code of the surety company to which any notice of claim should be sent; or
(d) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521.051 Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

The surety company providing the payment bond shall designate an agent resident who resides within the County of El Paso and to whom any requisite notices may be delivered and with whom service of process may be rendered in matters arising out of suretyship.

Should the surety exercise its right to take over and perform the contract, the surety shall submit or require the contractor to submit, a payment bond and performance bond that satisfies the requirements set forth in this Section Contract Security.

A bond provided pursuant to this Section Contract Security may be executed only by a surety company that is authorized to write surety bonds in Texas. If the amount of the bond exceeds $100,000, the surety company must also:

(a) hold a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law: or
(b) have obtained reinsurance for any liability in excess of $100,000 from reinsurer that:

(3) Is an authorized reinsurer in this state; and
(4) holds a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

To determine whether the surety on the bond of the reinsurer holds a certificate of authority from the United States Secretary of the Treasury, a party may conclusively rely on the list published in the Federal Register by the United States Department of Treasury, covering the date on which the bond was executed, of the companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.

Additional or Substitute Bond

If at any time, Town of Horizon City, for justifiable cause, shall be or become dissatisfied with any Surety or Sureties upon the Performance or Payment Bonds, the Contractor shall within five (5) consecutive work days after notice from Town of Horizon City to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to Town of Horizon City. The premiums on such bond (or bonds) shall be paid by the Contractor at no additional costs to Town of Horizon City.

No further payments to the contractor shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to Town of Horizon City.

11. Indemnification

THE CONTRACTOR OR ITS INSURER WILL INDEMNIFY, DEFEND AND HOLD TOWN OF HORIZON CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS CONTRACT. WITHOUT MODIFYING THE CONDITIONS OF PRESERVING, ASSERTING OR ENFORCING ANY LEGAL LIABILITY AGAINST TOWN OF HORIZON CITY AS REQUIRED BY ANY LAW, TOWN OF HORIZON CITY WILL PROMPTLY FORWARD TO THE CONTRACTOR EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY TOWN OF HORIZON CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. THE CONSULTANT WILL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS THE CONTRACTOR MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF TOWN OF HORIZON CITY ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. THE CONTRACTOR WILL PAY ALL JUDGMENTS FINALLY ESTABLISHING LIABILITY OF TOWN OF HORIZON CITY IN ACTIONS DEAFENED BY THE CONTRACTOR PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY TOWN OF HORIZON CITY INCLUDING INTEREST ACCRUING TO THE DATE OF THE PAYMENT BY THE CONTRACTOR, AND PREMIUMS ON ANY APPEAL BONDS. TOWN OF HORIZON CITY, AT ITS ELECTION, WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. TOWN OF HORIZON CITY WILL NOT BE RESPONSIBLE FOR

ANY LOSS OF OR DAMAGE TO THE CONTRACTOR'S PROPERTY FROM ANY CAUSE.

12. Gratuities

Town of Horizon City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by Town of Horizon City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of Town of Horizon City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Town of Horizon City pursuant to this provision, Town of Horizon City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

13. Right To Assurance

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

14. Assignment–Delegation

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of Town of Horizon City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

15. Interpretation-Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is intended by also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or supplement or acquiescence in a course of performance rendered under this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

16. Availability of Funds

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A thirty (300--day written notice will be given to the Contractor and there will be no penalty nor removal charges incurred by Town of Horizon City.

17. Workmanship

All work shall be done in a professional and skillful manner. Town of Horizon City's Public Works Director or designee shall notify the Contractor if the work does not comply with such standards. Town of Horizon City's Public Works Director or designee will resolve any disagreements concerning performance.

18. Pesticide Applicator/Irrigators License Required

The Contractor shall have or shall obtain prior to the beginning date of this Agreement, a Pesticide Applicator License from the Pesticide Division of The Texas Department of Agriculture (TDA). All of the Contractor's employees engaged in the application of regulated herbicides or pesticides shall either have a Pesticide Applicator License or work under the supervision of an individual who has a Pesticide Applicator License. The Contractor shall ensure that the required Pesticide Applicator License(s) is/are maintained throughout the duration of this Contract. Town of Horizon City shall be provided with written documentation of all work performed on the Contractor's letter head.

The Contractor shall also have or shall obtain an irrigator's license from The Texas Commission on Environmental Quality (TCEQ) prior to the beginning date of this Agreement. All of the Contractor's employees engaged in the repair or replacement of regulated irrigation work shall either have an irrigator's license or work under the supervision of an individual who has an irrigator's license. The only exception would be the replacing of sprinkler heads or as may be allowed by state law. The Contractor shall ensure that the required Irrigation License(s) is/are maintained throughout the duration of this contract. On a quarterly basis, Town of Horizon City must be provided with written documentation of all work performed on the property pursuant under the irrigator's license on the Contractor's letter head. Evidence of having complied with this provision shall be provided to the City.

19. Compliance with Laws and Ordinances

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the Contract or the work and, to the extent allowed by law, shall indemnify and save and hold harmless Town of Horizon City against all claims arising from the violation of any such laws, ordinances and regulations whether by the Contractor, its employees or subcontractors.

20. Venue and Law

For the purposes of determining the place of the Contract and the law governing the same, this Contract is entered into in the Town of Horizon City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in the municipal court of the Town of Horizon City, Texas.

21. Severability

Every provision of this Contract is declared severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

22. Entire Agreement

This Contract, including the attached Scope of Work, constitutes and expresses the entire agreement between the parties regarding the scope of services specified. It shall not be amended or modified except in writing and signed by all parties.

23. Binding Agreement

The individual signing this Contract acknowledges that he or she is authorized to do so and said individual further warrants that he or she is authorized to commit and bind Contractor to the terms and conditions of this Contract.

24. Notices

All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City: Town of Horizon City
Attention: Araceli Gonzalez
Purchasing Agent
14999 Darrington Road
Horizon City, Texas 79928

Contractor: _____
_____
_____
_____

Alternatively, to such other addresses as the parties may designate to each other in writing from time-to-time.

25. Texas Tort Claims Act

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

SIGNATURE PAGE
(TO BE EXECUTED UPON AWARD)

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2025.

TOWN OF HORIZON CITY

_____
Andres Renteria
Mayor

APPROVED AS TO FORM:

_____
Sylvia Borunda Firth
City Attorney

APPROVED AS TO CONTENT:

_____
Albert Valle, CFM
Public Works Director

CONTRACTOR

_____

Name (printed) _____

Title: _____

EXHIBIT A
PROJECT REFERENCE FORM

Directions: Request responses from three (3) agencies for which you have provided grounds maintenance services. Provide this form to the owner or owner's representative **directly responsible** for oversight of the maintenance services prior to the date and time listed below for completion. The completed form shall be submitted as part of the Bid packet.

BID DUE DATE AND TIME: November 20th, 2025 at 2:00 P.M. MDT

PROJECT NAME: Parks and Grounds Maintenance Contract _____

NAME OF COMPANY TO BE EVALUATED: _____

NAME OF PROJECT AND DATES OF SERVICE:_____

On a scale of 1 to 5 (1 being poor, 5 being excellent) how would you rate this company's performance on the following:

	Rate: 1- 5
Bidder's compliance with safety guidelines and service schedules.	
Bidder's ability and willingness to promptly address and resolve new and/or complex issues.	
Bidder's ability to complete tasks in an appropriate, efficient and timely manner.	
Does the bidder provide an adequate and competent workforce to do the job?	
What is your level of overall satisfaction with the company?	
How likely are you to recommend the bidder to someone else?	

TOTAL POINTS (Maximum 20 points)

NAME OF AGENCY OR FIRM SUBMITTING EVALUATION:

_____

CONTACT INFORMATION (NAME, PHONE, EMAIL, & ADDRESS) OF PERSON SUBMITTING EVALUATION:

_____

_____

_____

WATER SERVICE METER EASEMENT
(0.0201 of an Acre)

THE STATE OF TEXAS §
§ KNOW EVERYONE BY THESE PRESENTS:
COUNTY OF EL PASO §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

That _____("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) cash to Grantor in hand paid by Horizon Regional Municipal Utility District, a conservation and reclamation district and a body politic and corporate and governmental agency of the State of Texas (”Grantee”), the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD, AND CONVEYED and by these presents does GRANT, SELL; AND CONVEY unto said Grantee, its successors and assigns, subject to the provisions hereof, an unobstructed, exclusive, permanent and perpetual easement and right-of-way (the "WATER SERVICE METER EASEMENT") for access to and construction, installation, maintenance, repair, replacement, enlargement, removal, and operation of water service meters and all related appurtenances (the "Facilities") across, along, under, and upon that certain tract of land consisting of 0.0037 of an acre (165.06 square feet), more or less, being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Water Service Meter Easement Area").

Grantee may construct, install, maintain, repair, replace, remove, alter, substitute, enlarge, and operate the Facilities across, along, and under the Water Service Meter Easement Area and may enter upon the Water Service Meter Easement Area to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, and other improvements from within the Water Service Meter Easement Area and the right to bring and operate such equipment thereupon as may be necessary or appropriate to effectuate the purposes for which the Water Service Meter Easement is granted. Grantee will, at all times after doing any work in connection with the Water Service Meter Easement hereby conveyed, restore the Water Service Meter Easement Area as closely as reasonably practicable to its condition prior to the undertaking of such work; provided, however, that Grantee shall not be required to replace trees, growth, shrubbery, or other vegetation thereon.

Grantor expressly waives the right to the use and enjoyment of the surface of the Water Service Meter Easement Area for any and all purposes, which would prevent Grantee from constructing,

installing, maintaining, repairing, replacing, removing or operating the Facilities thereon. Grantor reserves all oil, gas, and other minerals in, on, or under the Water Service Meter Easement Area which Grantor may own, but waives all rights of ingress and egress for the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing in these grants shall prohibit or in any manner restrict the right of Grantor to develop the Water Service Meter Easement Area for oil, gas, and other minerals by directional drilling from a nearby site.

The conveyances of this instrument are further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances and mineral or royalty reservations or interests affecting the Water Service Meter Easement Area and appearing of record in the Real Property Records of El Paso County, Texas, to the extent that said items and matters are in effect and validly enforceable against the Easement granted herein; provided, however, Grantor, to the extent that it has the ability to enforce any of said items or matters, agrees that it will not enforce said items and matters in a manner which would unreasonably prejudice or interfere with Grantee's rights in the Water Service Meter Easement.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the above-described Water Service Meter Easement and construction, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights to ingress, egress, and regress, unto said Grantee, its successors, and assigns, forever. Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular the said Water Service Meter Easement and right-of-way and other rights described herein unto Grantee, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

(EXECUTION PAGES FOLLOW)

IN WITNESS WHEREOF this instrument is executed the _____ day of _____, 2025.

"GRANTOR"

_____
BY:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

Before me on this day, personally appeared _____ proved to me to be the person and _____ (name of office) whose name is subscribed to the foregoing instrument and acknowledge to me that he/she executed the instrument as the act of said PERSON for the purposes and consideration expressed therein, by proper authority, and in the capacity stated in the instrument.

Given under my hand and seal of office this _____ day of _____, 2025.

_____
Notary Public in and for the State of Texas

(NOTARY SEAL)

AGREED TO AND ACCEPTED as of the _____ day of _____, 2025.

"GRANTEE"
HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT, a political subdivision of the State of Texas

By:_____
Gordon Jarvis
President, Board of Directors

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

Before me on this day, personally appeared _____ proved to me to be the person and _____ (name of office) whose name is subscribed to the foregoing instrument and acknowledge to me that he/she executed the instrument as the act of said PERSON for the purposes and consideration expressed therein, by proper authority, and in the capacity stated in the instrument.

Given under my hand and seal of office this _____ day of _____, 2025.

_____
Notary Public in and for the State of Texas

(NOTARY SEAL)

CONSENT OF LIENHOLDER

_____ the owner and holder and/or the duly authorized agent of the beneficiaries and/or assignees of a promissory note secured by a deed of trust recorded in the real property records of _____County, Texas, at _____, as amended, and other liens, if any, on certain property affected by the foregoing Easement, executes this instrument to evidence its consent to the foregoing Easement attached hereto, and hereby subordinates said liens and any and all other liens owned by it or its assignees to such Easement.

_____

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, _____of _____, on behalf of said _____.

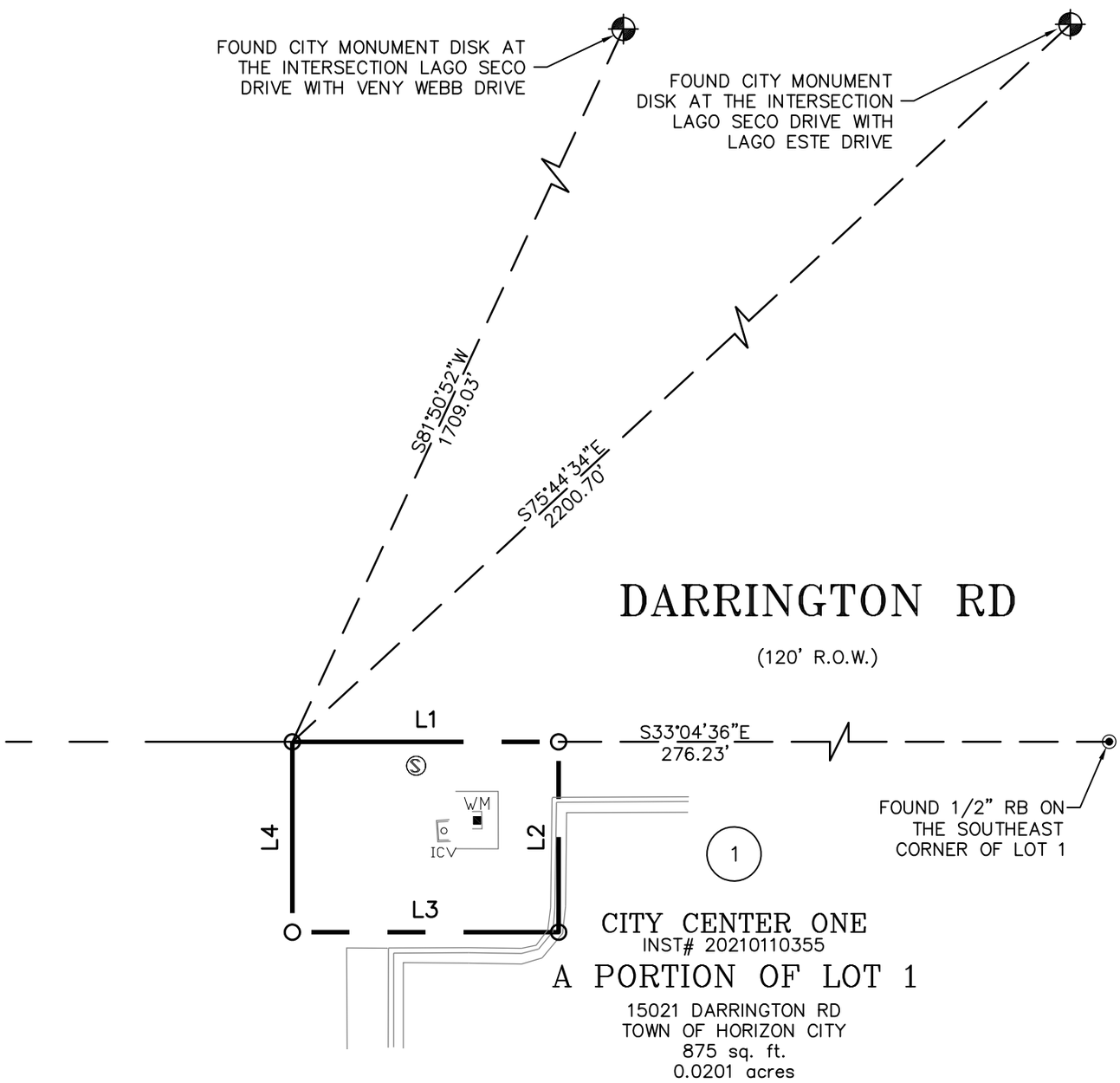
_____
Notary Public in and for the State of Texas

(NOTARY SEAL)

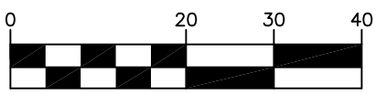
After recording return to:
Horizon Regional Municipal Utility District
C/o Johnson Petrov, LLP
1001 McKinney, Suite 1000
Houston, Texas 77002-6424

“EXHIBIT A”

15021 DARRINGTON HRMUD EASEMENT





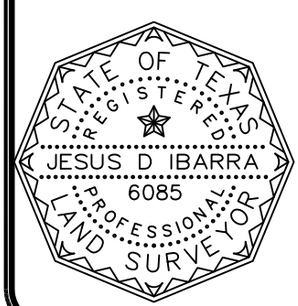


1"= 20'

NOTES:

1. BEARING BASIS IS RECORD FOR CITY CENTER ONE, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF FILED IN No. 20210110355, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS AND REFERENCE BY FOUND CITY MONUMENTS SHOWN HEREIN.
2. THIS PROPERTY MAY BE SUBJECT TO EASEMENT WHETHER OF RECORD NOT. (NOT SHOWN).
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S33°04'20"E	35.00
L2	S56°55'40"W	25.00
L3	N33°04'20"W	35.00
L4	N56°55'40"E	25.00



CERTIFICATION

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT AND THAT THERE ARE NO VISIBLE DISCREPANCIES, DEED LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE EASEMENTS OR ROADWAYS, EXCEPT AS SHOWN HEREON AND THAT SAID PROPERTY HAS FRONTAGE ON A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.

0-0-2023

JESUS D. IBARRA RPLS#6085, FIRM#10194184

PRECISION LAND SURVEYORS
10441 VALLE DE ORO DR.
EL PASO, TEXAS 79927
(915)222-5227

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PRECISION LAND SURVEYORS

10441 VALLE DE ORO DR.
El Paso, Texas 79927
Ph# (915) 222-5227

HRMUD Easement
Being a portion of
Lot 1, Block 1,
City Center One,
Town of Horizon City,
El Paso County, Texas
October 6, 2025;

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Lot 1, Block 1, City Center One, Town of Horizon City, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found monument at the centerline intersection of Lago Seco Drive with Veny Webb Street (Eastlake Unit One), thence **S81°50'52"W** a distance of **1709.03 feet** to a point at the southwesterly right of way of Darrington Road (120 foot right of way) and the **"TRUE POINT OF BEGINNING",** from which a found monument at the centerline intersection of Lago Drive with Lago Este Drive bears **S75°44'34"E** a distance of **2200.70 feet**;

Thence along said southwesterly right of way, **South 33°04'20" East** a distance of **35.00 feet** to a point, from which a found 1/2" rebar on the southeast corner of Lot 1, Block 1, City Center One bears **S33°04'36"E** a distance of **276.23 feet**;

Thence leaving said right of way, **South 56°55'40" West** a distance of **25.00 feet** to a point;

Thence, **North 33°04'20" West** a distance of **35.00 feet** to a point;

Thence, **North 56°55'40" East** a distance of **25.00 feet** to **"TRUE POINT OF BEGINNING"** and containing in all **875 square feet** or **0.0201 acres** of land more or less.

Jesus D. Ibarra, RPLS No.6085
October 10, 2025



RESOLUTION

TOWN OF HORIZON CITY, TEXAS

WHEREAS, the Horizon Regional Municipal Utility District ("HRMUD") requires property owners/customers to grant a perpetual easement on their property to the HRMUD for access to and construction, installation, maintenance, repair, replacement, enlargement, removal, and operation of water service meters and all related appurtenances;

WHEREAS, the Town of Horizon City Texas ("City") has requested the HRMUD install a meter and provide service to the property commonly known as the Municipal Services Center Phase I and located at 15021 Darrington Road;

WHEREAS, prior to installing the meter and providing service HRMUD requires the execution and delivery of the Water Service Meter Easement; and

WHEREAS, in order to avoid delay in completing the construction of the Municipal Services Center Phase I, the Mayor elected to sign and deliver the Water Services Easement after consulting with staff and legal counsel and to seek the ratification from the Town Council at the first available meeting;

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

1. The execution and delivery of the Water Services Easement attached to this Resolution by Mayor Andres Renteria is hereby ratified and approved; and
2. The HRMUD is granted the easement in accordance with the terms and conditions contained in the Water Services Easement.

PASSED AND APPROVED THE _____ DAY OF _____, 2025.

TOWN OF HORIZON CITY

By:_____
Andres Renteria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

APPROVED AS TO CONTENT

By:_____
Arturo Rubio, Planning Director

APPROVED AS TO FORM:

By:_____
Sylvia Borunda Firth
City Attorney

TOWN OF HORIZON CITY
MEMORANDUM

Date: December 9, 2025

To: Honorable Mayor and Members of City Council

From: Art Rubio, Planning Director

SUBJECT: On the submitted Replat application for Darrington Park Replat B (Case No. SUC25-0008), legally described as a portion of Lot 4, Block 3, Darrington Park, El Paso County, Texas. Located in the Horizon City Extra Territorial Jurisdiction (ETJ). Containing 10.034 acres ±. Application submitted by GECCA, LLC.

On November 17, 2025, the Planning & Zoning Commission unanimously recommended approval of the Darrington Park Replat B — Preliminary & Final Subdivision Plat.

The application meets all minimum requirements of a preliminary subdivision plat and staff recommends approval of Darrington Park Replat B — Preliminary & Final Subdivision Plat.

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

TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: **SUC25-0008 Darrington Park Replat B**

Application Type: **Replat Application**
P&Z Hearing Date: October 20, 2025
Staff Contact: Art Rubio, Planning Director
915-852-1046, Ext. 407; arubio@horizoncity.org

Address/Location: South of Diamond Springs Dr and West of Darrington Rd.
Property ID Nos.: D10000000300400
Legal Description: A portion of Lot 4, Block 3, Darrington Park, El Paso County, Texas.
Property Owner: Jaime Gallo
Applicant/Rep.: GECCA, LLC
Nearest Park: Claret Cup Park
Nearest School: Ricardo Estrada Middle School

SURROUNDING PROPERTIES:		
	Zoning	**Land Use**
N	M-1	Light Manufacturing
E	ETJ	Residential
S	ETJ	Vacant
W	ETJ	Vacant
LAND USE AND ZONING:		
	Existing	**Proposed**
Land Use	Vacant	Non-Residential Subdivision
Zoning	N/A	N/A

Application Description:
Preliminary and Final Subdivision:
The proposed preliminary and final replat includes 10 non-residential lots, each lot measuring approximately 43,710 sq. ft.

Staff Recommendation:
Staff recommends approval subject to addressing all pending comments prior to City Council Meeting.

Planning Division Comments:
Coordinate engineering and addressing comments with El Paso County.

Town Engineer Comments:
~~1. Sec. 4.3.2.2: The name of the subdivision and adjoining subdivisions, the name of the streets (to conform wherever possible to existing street names whenever extending streets, but not to create new streets with duplicated names), numbers on each lots and blocks, and street addresses (provided by the City Engineer). Provide street addresses if available.~~
~~2. Revise dedication dates to reflect current year.~~

Final Engineering Report
~~1. Sec. 4.4: The report shall also contain an abstract, a problem statement, analyses and evaluation of data, conclusions and an appendices providing data such as laboratory analyses, testing and sampling procedures, specifications for proposed treatment systems, and drawings to scale. Provide any supplemental information if available.~~

El Paso 9-1-1 District Comments:
~~No comments~~

El Paso County:
Engineers:
1. Include the following statement as part of the drainage report section: "Improvement plans for this subdivision are referenced in Case ID#XX-XXX at the El Paso County Public Works Department"
2. Plat map shows 10' utility easement and not access easement.
3. Provide addresses for each lot. Proposed addresses to be provided and verified through 911.
4. Provide comment response as an attachment and not part of the plat submittal.
5. Drainage report is to be both in English and Spanish.
6. Lots are stated as non-residential on the plat, verify this statement.
7. 10 lots X $2000 = $20,000.
8. Show proposed drainage areas for each lot.
9. This is to include drainage calculations and ponding calculations for each lot.
10. Provide map of water and sewer facilities.

Planning:
~~1. Provide an address for each lot and verify the address with El Paso County 911 District~~

TxDOT Comments:
~~No comments~~

El Paso Electric Company:
~~Please add a 5' wide easement along proposed lot 1. We have an existing line along the property.~~

Texas Gas Service:
~~Texas Gas Service has no comments.~~

El Paso Natural Gas / Kinder Morgan:
~~No comments~~

Clint ISD:
~~Clint ISD takes no exception to the information presented.~~

El Paso Central Appraisal District Comments (EPCAD):
~~Please correct block number.~~

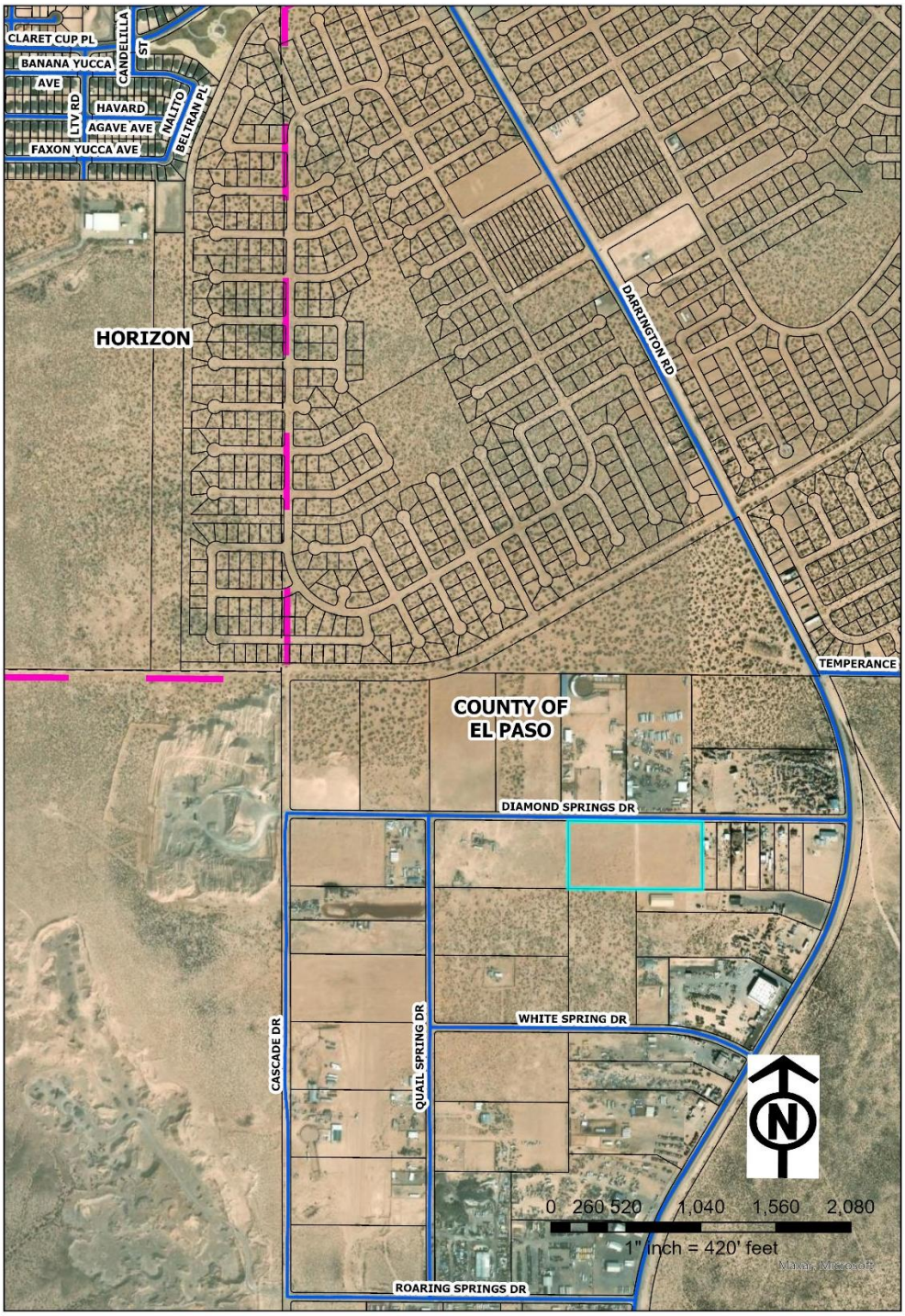
HRMUD:
~~No comments~~

Attachments:

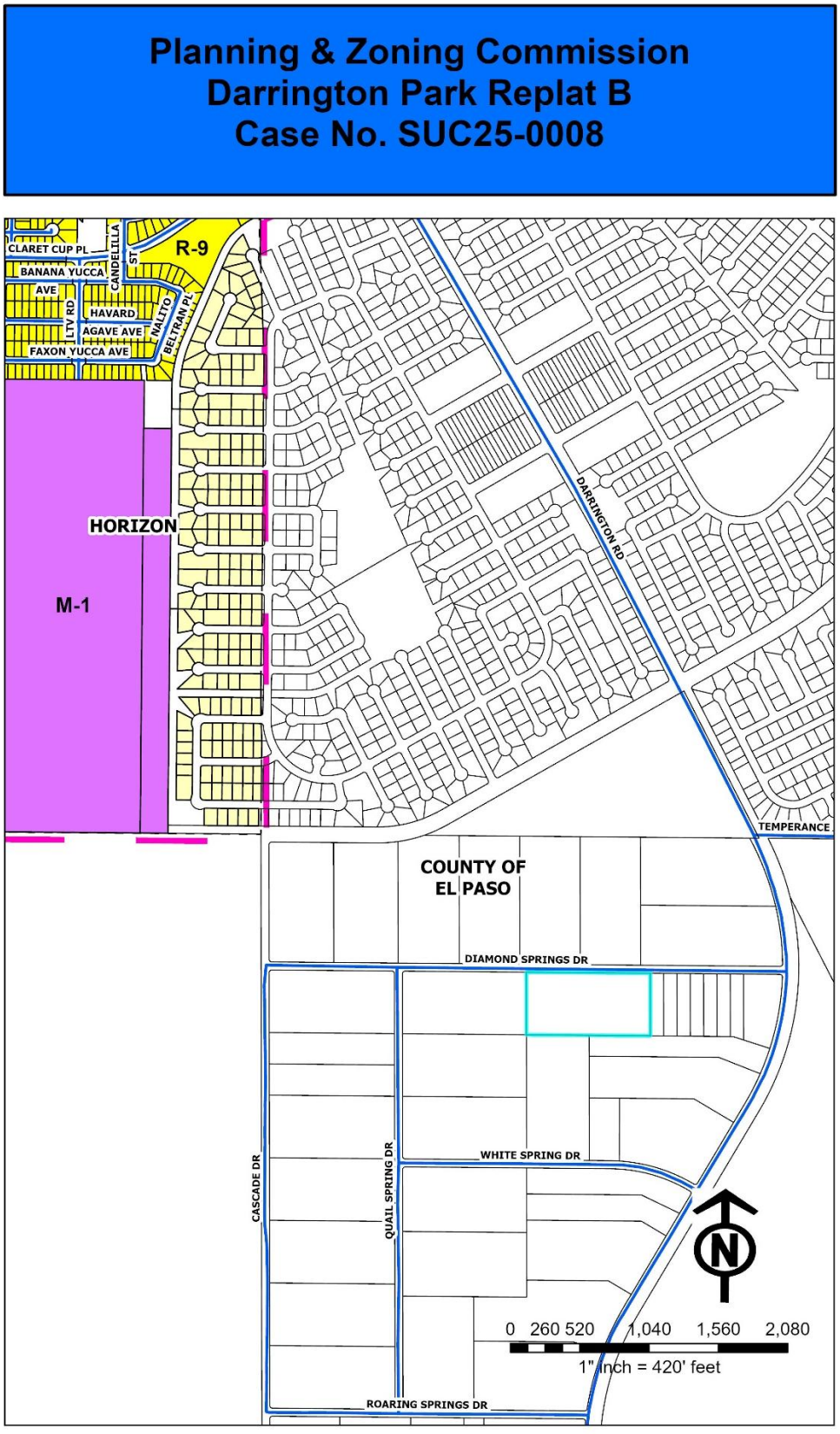
1 – Aerial
2 – Zoning Designation Map
3 – Location Map
4 – Preliminary Plat
5 – Final Plat
6 – Replat Application

Attachment 1: Aerial Map

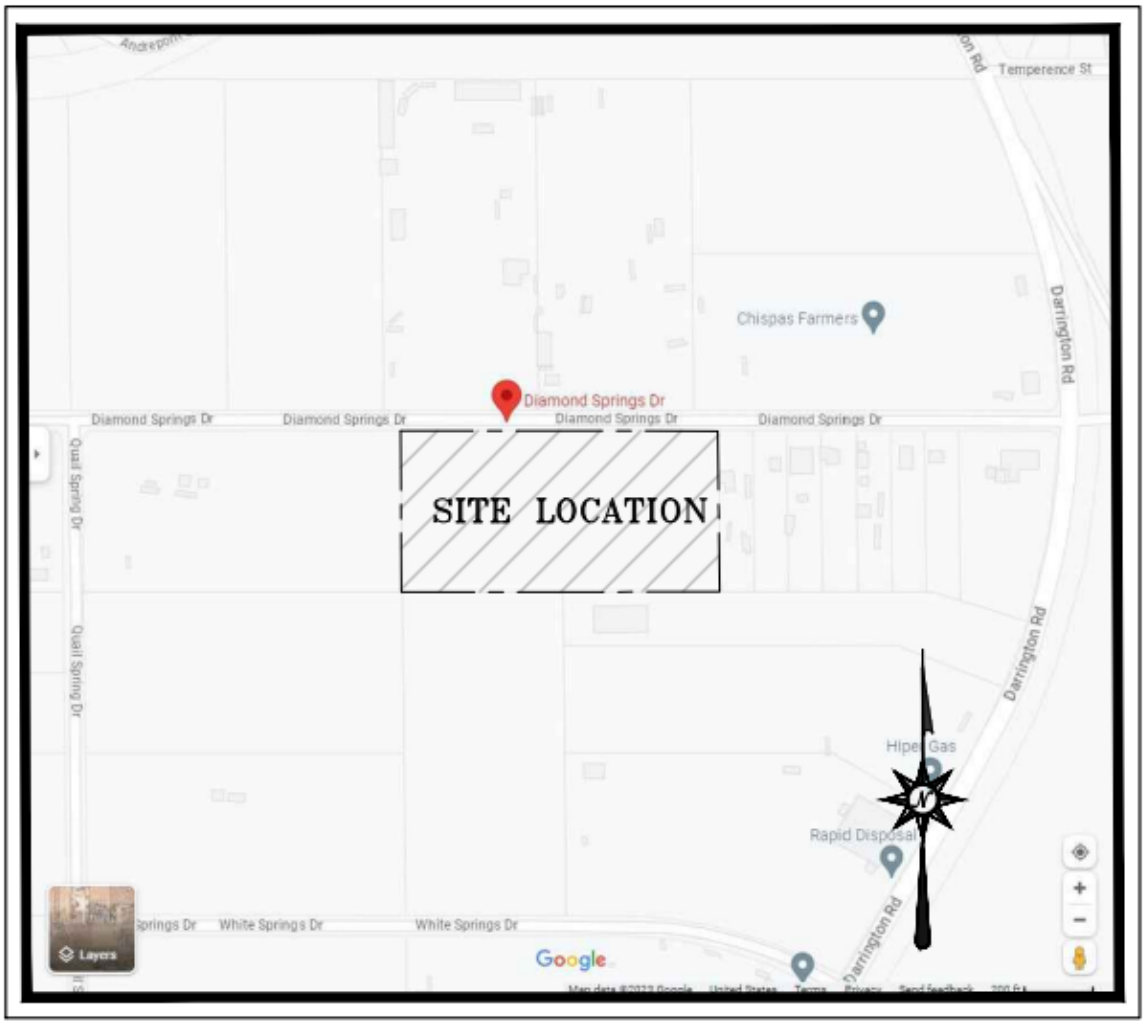
Planning & Zoning Commission
Darrington Park Replat B
Case No. SUC25-0008



Attachment 2: Zoning Designation Map

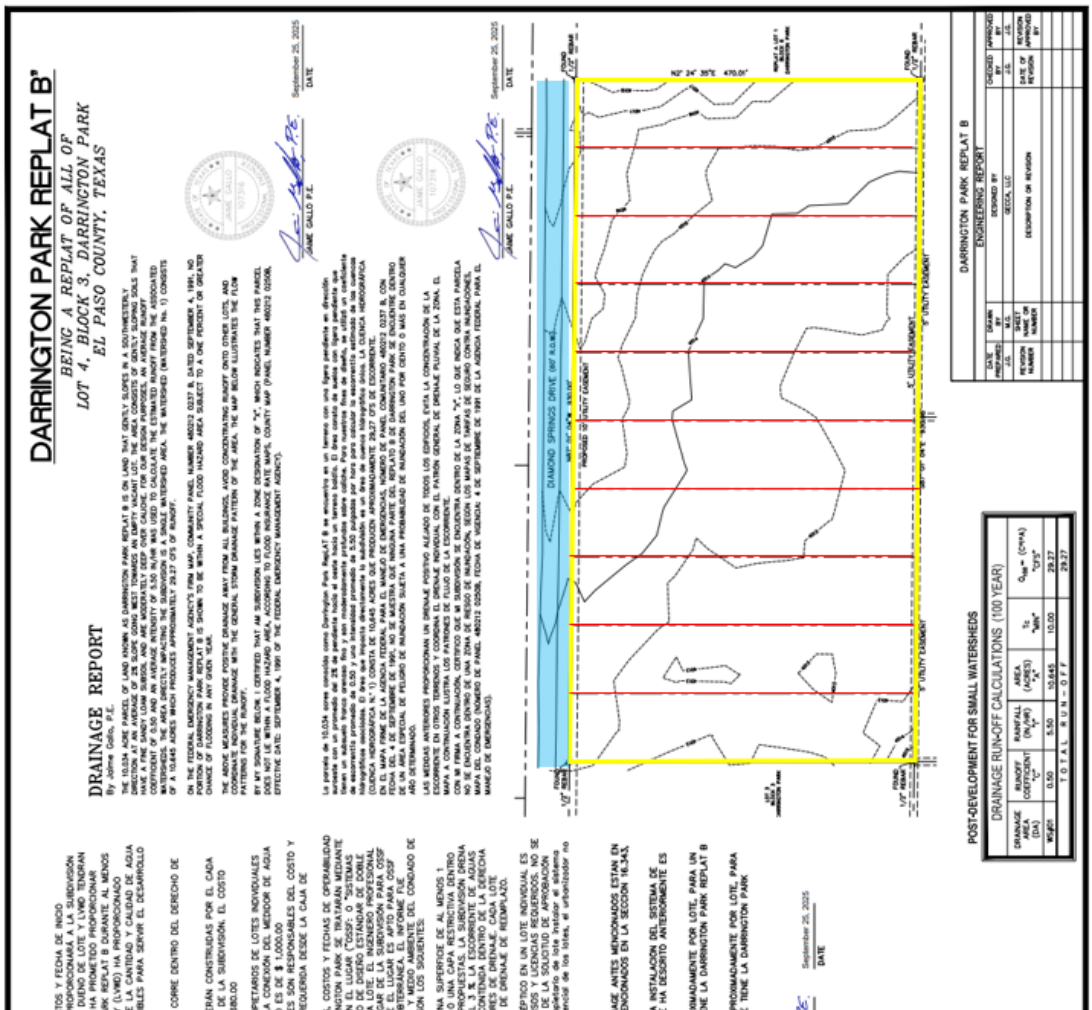


Attachment 3: Location Map

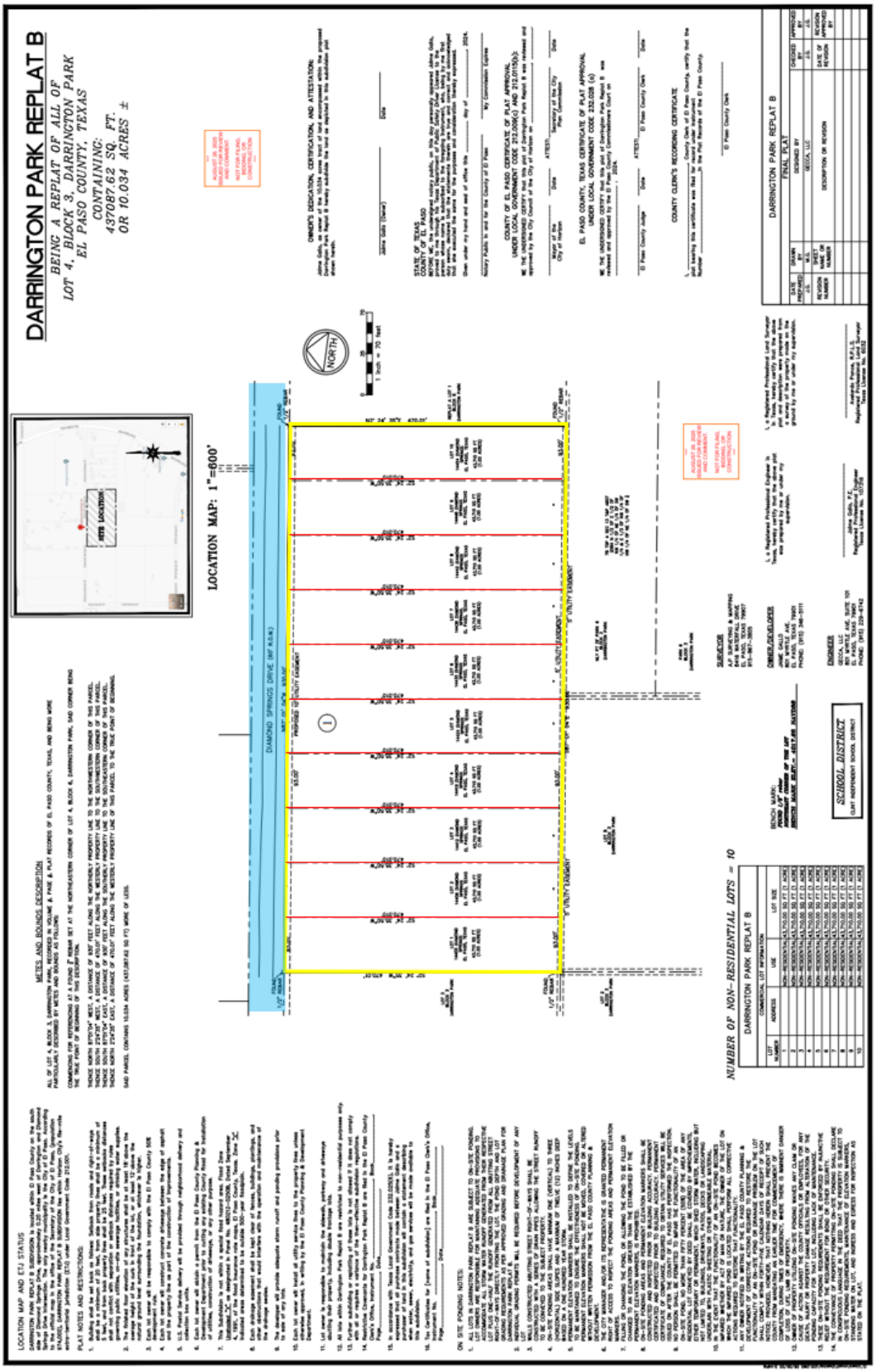


LOCATION MAP: 1"=600'

Attachment 4: Preliminary Subdivision Plat



Attachment 5: Final Subdivision Plat



Attachment 6: Replat Application

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

COMBINATION SUBDIVISION PRELIMINARY & FINAL APPLICATION

SUBDIVISION PROPOSED NAME: Darington Park Replat B SUBMITTAL DATE: 9/12/2025

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
Lot 4, Block 3, Darrington Park

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY			OFFICE		
DUPLEX			STREET & ALLEY		
APARTMENT			PONDING & DRAINAGE		
MOBILE HOME			INSTITUTIONAL		
P.U.D.			OTHER		
PARK (Min 1 Acre)					
SCHOOL					
COMMERCIAL	1 acre x	10 each	TOTAL NO. SITES	1.0	10
INDUSTRIAL			TOTAL (GROSS) ACREAGE	10	

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? Undefined PROPOSED ZONING commercial

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

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

6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Onsite ponding per lot

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 ☒
IF "YES", PLEASE LIST SECTION & EXPLAIN THE NATURE OF THE MODIFICATION

10. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY ☐ MEDIANS ☐ OTHER ☒ per lot owner

11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: none - matching existing adjacent use

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

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

14. OWNER OF RECORD ZES Properties, LLC epengineers1@gmail.com 915-346-5111
(NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER ZES Properties, LLC epengineers1@gmail.com 915-346-5111
(NAME & ADDRESS) (EMAIL) (PHONE)

16. ENGINEER GECCA, LLC epengineers1@gmail.com 915-346-5111
(NAME & ADDRESS) (EMAIL) (PHONE)

17. APPLICANT GECCA, LLC epengineers1@gmail.com 915-346-5111
(NAME & ADDRESS) (EMAIL) (PHONE)

18. REP/POINT OF CONTACT Jaime Gallo, PE epengineers1@gmail.com 915-346-5111
(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 jg.

Applicant Signature Jaime Gallo, P.E. EMAIL JaimeGalloPE@gmail.com

APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
Acceptance of fee does not grant acceptance of application.
Non Refundable Deposit $800.00 | Application Fee: $1800.00

Page 1 of 2 Rev 08OCT2024

DARRINGTON PARK REPLAT B

BEING A REPLAT OF ALL OF
LOT 4, BLOCK 3, DARRINGTON PARK
EL PASO COUNTY, TEXAS
CONTAINING:
437087.62 SQ. FT.
OR 10.034 ACRES ±

LOCATION MAP AND ETJ STATUS

DARRINGTON PARK REPLAT B SUBDIVISION is located within El Paso County on the south side of Diamond Springs Drive, approximately 0.20 miles west of Darrington and Diamond Springs Drive intersection. The only nearby municipality is the City of El Paso. According to the official map in the office of the Secretary of the City of El Paso, (population 974,000), DARRINGTON PARK REPLAT B SUBDIVISION lies within Horizon City's file-mile extra-territorial jurisdiction (ETJ) under Local Government Code 212.001.

PLAT NOTES AND RESTRICTIONS:

1. Building shall be set back as follows: Setback from roads and right-of-ways shall be a minimum of 20 feet, from side property lines shall be a minimum of 5 feet, and from back property lines shall be 25 feet. These setbacks distances shall not conflict with separation or setback distances required by rules governing public utilities, on-site sewerage facilities, or drinking water supplies.
2. The finished floor elevation of any structures shall be at least 18"above the average height of the curb in front of the lot, or at least 12"above the natural ground level surrounding the foundation, whichever is higher.
3. Each lot owner will be responsible to comply with the El Paso County 50% development rule.
4. Each lot owner will construct concrete driveways between the edge of asphalt and the property line as part of the construction of improvements.
5. U.S. Postal Service delivery will be provided through neighborhood delivery and collection box units.
6. Each lot owner will obtain a permit from the El Paso County Planning & Development Department prior to cutting any existing County Road for installation of utilities, construction of driveways, or any other purpose.
7. This Subdivision is not within a special flood hazard area. Flood Zone Unshaded "X" as designated in Panel No. 480212-0250B, Dated September 4, 1991, of the flood insurance rate maps, El Paso County, Texas. Zone "X" indicated areas determined to be outside 500-year floodplain.
8. Each drainage easement shall be kept clear of fences, buildings, plantings, and other obstructions that would interfere with the operation and maintenance of the drainage swales.
9. The developer will provide adequate storm runoff and ponding provisions prior to sale of any lots.
10. Each lot owner will install all utility service lines to the property lines unless otherwise approved, in writing by the El Paso County Planning & Development Department.
11. Lot owner is responsible to maintain the sidewalk, parkway and driveways abutting their property, including double frontage lots.
12. All lots within Darrington Park Replat B are restricted to non-residential purposes only.
13. Further subdividing or replatting of these lots is not allowed if it does not comply with all or requires a variance of the then-effective subdivision regulations.
14. Restrictive Covenants for Darrington Park Replat B are filed in the El Paso County Clerk's Office, Instrument No. _____, Book_____, Page_____, Date_____.
15. In accordance with Texas Local Government Code 232.025(6), it is hereby expressed that all purchase contracts made between Jaime Gallo and a purchaser of land in this subdivision will contain a statement describing when water, sewer, electricity, and gas services will be made available to this subdivision.
16. Tax Certificates for [name of subdivision] are filed in the El Paso Clerk's Office, Instrument No. _____, Book_____, Page_____, Date_____.
17. All utility improvements will be completed prior to the recording of this plat.

ON SITE PONDING NOTES:

1. ALL LOTS IN DARRINGTON PARK REPLAT B ARE SUBJECT TO ON-SITE PONDING. LOT OWNERS ARE RESPONSIBLE FOR MAINTAINING ADEQUATE PROVISIONS TO ACCOMMODATE ALL STORM WATER RUNOFF GENERATED FROM THEIR RESPECTIVE LOT PLUS ONE-HALF THE RUNOFF GENERATED FROM ALL ABUTTING STREET RIGHT-OF-WAYS DIRECTLY FRONTING THE LOT. THE POND DEPTH AND LOT GRADING REQUIREMENTS AS PER APPROVED GRADING AND DRAINAGE PLAN FOR DARRINGTON PARK REPLAT B.
2. INDIVIDUAL GRADING PERMITS WILL BE REQUIRED BEFORE DEVELOPMENT OF ANY LOT
3. WALLS CONSTRUCTED ABUTTING STREET RIGHT-OF-WAYS SHALL BE CONSTRUCTED WITH A SERIES OF DRAIN PIPES ALLOWING THE STREET RUNOFF TO BE CONVEYED TO THE SUBJECT PROPERTY.
4. ON-SITE PONDING AREAS SHALL HAVE MINIMUM ONE (VERTICAL) TO THREE (HORIZONTAL) SIDE SLOPES AND A MAXIMUM OF TWELVE (12) INCHES DEEP BASED ON A ONE HUNDRED YEAR STORM.
5. PERMANENT ELEVATION MARKERS SHALL BE INSTALLED TO DEFINE THE LEVELS TO BE MAINTAINED TO ENSURE THE EFFECTIVENESS OF ON-SITE PONDING. PERMANENT ELEVATION MARKERS SHALL NOT BE MOVED, COVERED OR ALTERED WITHOUT WRITTEN PERMISSION FROM THE EL PASO COUNTY PLANNING & DEVELOPMENT.
6. THE CITY MANAGER AND/OR ITS REPRESENTATIVE IS GRANTED PERMANENT RIGHT OF ACCESS TO INSPECT THE PONDING AREAS AND PERMANENT ELEVATION MARKERS.
7. FILLING OR CHANGING THE POND, OR ALLOWING THE POND TO BE FILLED OR CHANGED TO AN ELEVATION GREATER THAN THE ESTABLISHED BY THE PERMANENT ELEVATION MARKERS, IS PROHIBITED.
8. ON-SITE PONDING AREAS AND PERMANENT ELEVATION MARKERS SHALL BE CONSTRUCTED AND INSPECTED PRIOR TO BUILDING ACCURACY. PERMANENT CERTIFICATED AND INSPECTED PRIOR TO BUILDING ACCURACY. PERMANENT CERTIFICATE OF COMPLIANCE, REQUIRED TO OBTAIN UTILITY SERVICES WILL BE ISSUED ON AFTER THE COUNTY OF EL PASO HAS PERFORMED THE INSPECTION.
9. NO PERSON SHALL BE PERMITTED TO IMPAIR THE FUNCTIONALITY OF AN ON-SITE POND. NO MORE THAN FIFTY PERCENT (50%) OF THE AREA OF ANY RESIDENTIAL LOT CONVEYED BY DEED SHALL BE COVERED BY IMPROVEMENTS, EITHER TEMPORARY OR PERMANENT, WHICH SHED STORM WATER, INCLUDING BUT NOT LIMITED TO, BUILDINGS, DRIVEWAYS, PATIOS, DECKS OR LANDSCAPING UNDERLAIN WITH PLASTIC SHEETING OR OTHER IMPERMEABLE MATERIAL.
10. IN THE EVENT THAT THE FUNCTIONALITY OF AN ON-SITE POND BECOMES IMPAIRED WHETHER BY ACT OF MAN OR NATURE, THE OWNER OF THE LOT ON WHICH THE IMPAIRED POND IS LOCATED SHALL PERFORM ALL CORRECTIVE ACTIONS REQUIRED TO RESTORE THAT FUNCTIONALITY.
11. ANY OWNER NOTIFIED IN WRITING BY THE EL PASO COUNTY PLANNING & DEVELOPMENT OF CORRECTIVE ACTIONS REQUIRED TO RESTORE THE FUNCTIONALITY OF AN ON-SITE POND OR DRAINAGE PROBLEM ON THE LOT SHALL COMPLY WITHIN FORTY-FIVE CALENDAR DAYS OF RECEIPT OF SUCH NOTICE; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL PREVENT THE COUNTY FROM MANDATING AN EARLIER TIME FOR COMMENCEMENT OF COMPLETION, DURING TIMES OF EMERGENCY, WHERE THERE IS IMMINENT DANGER OF LOSS OF LIFE, LIMB OR PROPERTY.
12. OWNER OF PROPERTY UTILIZING ON-SITE PONDING WAIVES ANY CLAIM OR CAUSE OF ACTION AGAINST THE COUNTY OFFICIALS OR EMPLOYEES, FOR ANY DEATH, INJURY OR PROPERTY DAMAGE RESULTING FROM ALTERATION OF THE PONDING CAPACITY FOR THAT LOT, INCLUDING LACK OF MAINTENANCE.
13. THESE ON-SITE PONDING REQUIREMENTS SHALL BE ENFORCED BY INJUNCTIVE RELIEF WITHOUT THE REQUIREMENT FOR BOND OR OTHER SECURITY.
14. THE CONVEYANCE OF PROPERTY PERMITTING ON-SITE PONDING SHALL DECLARE IN CONSPICUOUS LANGUAGE IN THE DEED THAT THE PROPERTY IS SUBJECT TO ON-SITE PONDING REQUIREMENTS, MAINTENANCE OF ELEVATION MARKERS, STANDING WATER ON LOT, AND INGRESS AND EGRESS FOR INSPECTION AS STATED ON THE PLAT.

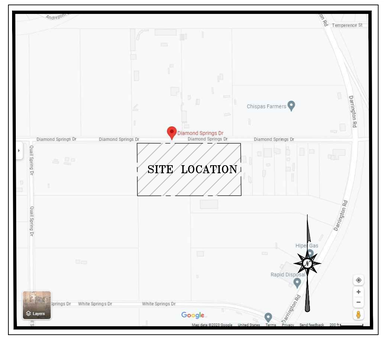
METES AND BOUNDS DESCRIPTION

ALL OF LOT 4, BLOCK 3, DARRINGTON PARK, RECORDED IN VOLUME #, PAGE #, PLAT RECORDS OF EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

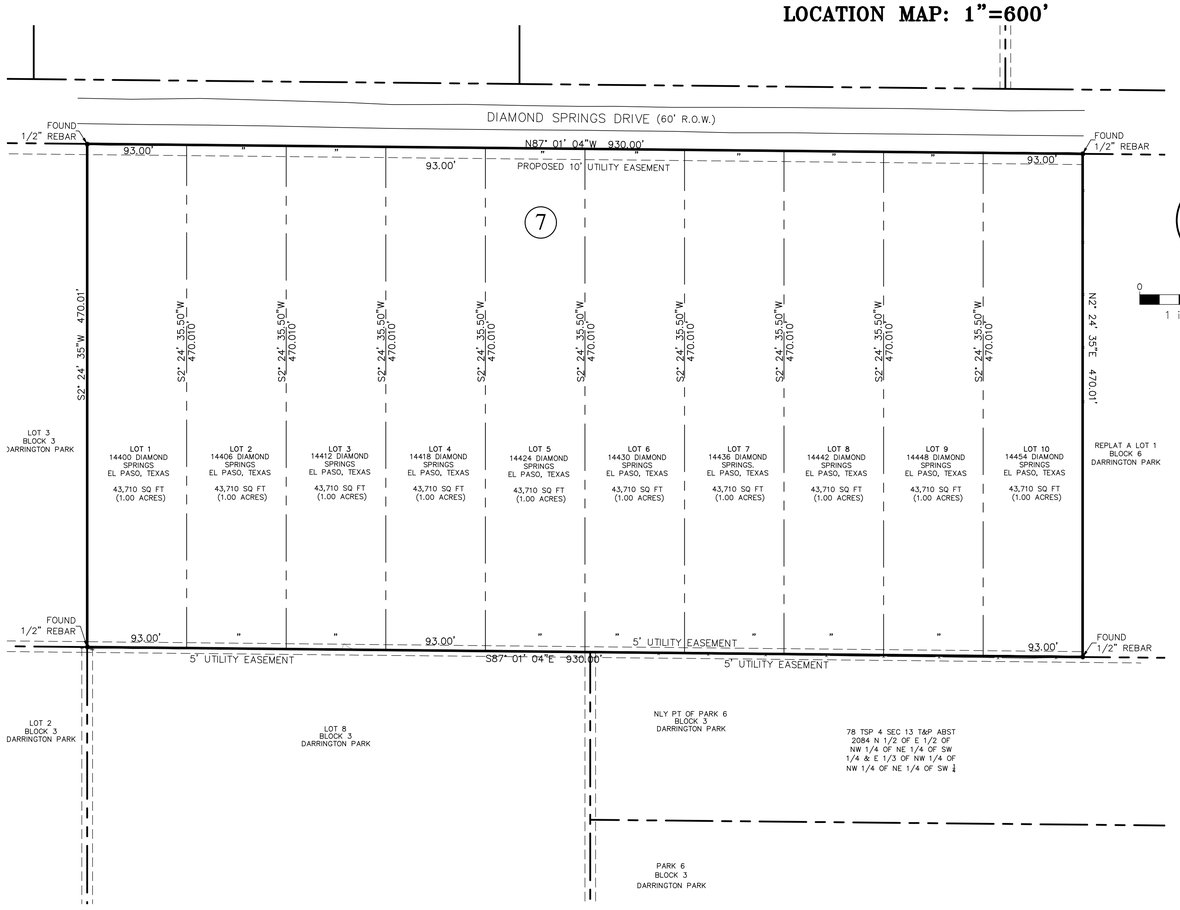
COMMENCING FOR REFERENCING AT A FOUND ½" REBAR SET AT THE NORTHEASTERN CORNER OF LOT 4, BLOCK 6, DARRINGTON PARK, SAID CORNER BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THENCE NORTH 87°01'04" WEST, A DISTANCE OF 930' FEET ALONG THE NORTHERLY PROPERTY LINE TO THE NORTHWESTERN CORNER OF THIS PARCEL.
THENCE SOUTH 2°24'35" WEST, A DISTANCE OF 470.01' FEET ALONG THE WESTERLY PROPERTY LINE TO THE SOUTHWESTERN CORNER OF THIS PARCEL.
THENCE SOUTH 87°01'04" EAST, A DISTANCE OF 930' FEET ALONG THE SOUTHERLY PROPERTY LINE TO THE SOUTHEASTERN CORNER OF THIS PARCEL.
THENCE NORTH 2°24'35" EAST, A DISTANCE OF 470.01' FEET ALONG THE WESTERLY PROPERTY LINE OF THIS PARCEL TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 10.034 ACRES (437,087.62 SQ FT) MORE OF LESS.



LOCATION MAP: 1"=600'





0 35 70
1 inch = 70 feet

NUMBER OF NON-RESIDENTIAL LOTS = 10

DARRINGTON PARK REPLAT B

COMMERCIAL LOT INFORMATION

LOT NUMBER	ADDRESS	USE	LOT SIZE
1	14400 DIAMOND SPRINGS	NON-RESIDENTIAL	43,710.00 SQ FT (1 ACRE)
2	14406 DIAMOND SPRINGS	NON-RESIDENTIAL	43,710.00 SQ FT (1 ACRE)
3	14412 DIAMOND SPRINGS	NON-RESIDENTIAL	43,710.00 SQ FT (1 ACRE)
4	14418 DIAMOND SPRINGS	NON-RESIDENTIAL	43,710.00 SQ FT (1 ACRE)
5	14424 DIAMOND SPRINGS	NON-RESIDENTIAL	43,710.00 SQ FT (1 ACRE)
6	14430 DIAMOND SPRINGS	NON-RESIDENTIAL	43,710.00 SQ FT (1 ACRE)
7	14436 DIAMOND SPRINGS	NON-RESIDENTIAL	43,710.00 SQ FT (1 ACRE)
8	14442 DIAMOND SPRINGS	NON-RESIDENTIAL	43,710.00 SQ FT (1 ACRE)
9	14448 DIAMOND SPRINGS	NON-RESIDENTIAL	43,710.00 SQ FT (1 ACRE)
10	14454 DIAMOND SPRINGS	NON-RESIDENTIAL	43,710.00 SQ FT (1 ACRE)

BENCH MARK:
FOUND 1/2" rebar
NORTHEAST CORNER OF THE LOT
BENCH MARK ELEV.= 4017.65 NAVD88

SCHOOL DISTRICT
CLINT INDEPENDENT SCHOOL DISTRICT

SURVEYOR
A.P SURVEYING & MAPPING
8416 WATERFALL DRIVE
EL PASO, TEXAS 79907
915-867-3805

OWNER/DEVELOPER
JAIME GALLO
801 MYRTLE AVE.
EL PASO, TEXAS 79901
PHONE: (915) 346-5111

ENGINEER
GECCA, LLC
801 MYRTLE AVE. SUITE 101
EL PASO, TEXAS 79901
PHONE: (915) 229-6742

I, a Registered Professional Engineer in Texas, hereby certify that the above plat was prepared by me or under my supervision.

_____
Jaime Gallo, P.E.
Registered Professional Engineer
Texas License No. 107316

I, a Registered Professional Land Surveyor in Texas, hereby certify that the above plat and description were prepared from a survey of the property made on the ground by me or under my supervision.

_____
Avelardo Ponce, R.P.L.S.
Registered Professional Land Surveyor
Texas License No. 6032

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION:

Jaime Gallo, as owner of the 10.034 acres tract of land encompassed within the proposed Darrington Park Replat B hereby subdivide the land as depicted in this subdivision plat shown herein.

_____ _____
Jaime Gallo (Owner) Date

STATE OF TEXAS
COUNTY OF EL PASO

BEFORE ME, the undersigned notary public, on this day personally appeared Jaime Gallo, proved to me through his Texas Department of Public Safety Driver License to the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposes and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 2025.

_____ _____
Notary Public in and for the County of El Paso My Commission Expires

COUNTY OF EL PASO CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE 212.009(c) AND 212.0115(b):

WE THE UNDERSIGNED CERTIFY that this plat of Darrington Park Replat B was reviewed and approved by the City Council of the City of Horizon on _____, _____.

_____ _____ ATTEST:_____ _____
Mayor of the City of Horizon Date Secretary of the City Plan Commission Date

EL PASO COUNTY, TEXAS CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE 232.028 (a)

WE THE UNDERSIGNED CERTIFY that this plat of Darrington Park Replat B was reviewed and approved by the El Paso County Commissioners Court on _____ , 2025.

_____ _____ ATTEST:_____ _____
El Paso County Judge Date El Paso County Clerk Date

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, County Clerk of El Paso County, certify that the plat bearing this certificate was filed for record under Instrument Number _____in the Plat Records of the El Paso County.

_____
El Paso County Clerk

DARRINGTON PARK REPLAT B
FINAL PLAT

DATE PREPARED	DRAWN BY	DESIGNED BY	CHECKED BY	APPROVED BY
J.G.	M.G.	GECCA, LLC	J.G.	J.G.

REVISION NUMBER	SHEET NAME OR NUMBER	DESCRIPTION OR REVISION	DATE OF REVISION	REVISION APPROVED BY

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ENGINEERING REPORT

WATER FACILITIES: DESCRIPTIONS, COSTS, AND OPERABILITY DATES

DARRINGTON PARK REPLAT B WILL BE PROVIDED WITH POTABLE WATER BY THE LOWER VALLEY WATER DISTRICT (LVWD). EACH RESPECTIVE LOT OWNER AND LVWD WILL HAVE TO ENTER INTO A CONTRACT IN WHICH (LVWD) PROMISES TO PROVIDE SUFFICIENT WATER TO THE RESPECTIVE LOT FOR AT LEAST 30 YEARS AND LOWER VALLEY WATER DISTRICT (LVWD) HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

(LWVD) HAS AN 8" DIAMETER WATER LINE RUNNING WITHIN THE RIGHT-OF-WAY OF DIAMOND SPRINGS DR. THE EXISTING WATERLINE IS LOCATED, APPROXIMATELY 30' NORTH OF THE SOUTHERN DIAMOND SPRINGS RD. RIGHT-OF-WAY BOUNDARY.

THE PROPOSED WATER SYSTEM IMPROVEMENTS WILL BE CONSTRUCTED BY THE DEVELOPER DURING THE SUBDIVISION DEVELOPMENT PHASE. THE TOTAL ESTIMATED COST FOR THESE IMPROVEMENTS IS $18,680.00

PRIOR TO OBTAINING WATER SERVICE, INDIVIDUAL LOT OWNERS MUST OBTAIN A WATER METER FROM THE LWVD. THE CURRENT WATER METER HOOK UP AND BACKFLOW INSPECTION FEES IS $1,000.00
IT IS THE DEVELOPERS RESPONSIBILITY TO LEAVE A STUB-OUT AT THE PROPERTY LINE.

ADDITIONALLY, INDIVIDUAL LOT OWNERS ARE RESPONSIBLE FOR THE COST AND INSTALLATION OF ANY SERVICE LINE REQUIRED FROM THE METER BOX TO THEIR HOUSE.

THE WATER SYSTEM IMPROVEMENTS WILL BE INSTALLED BY THE DEVELOPMENT WITHIN ONE (1) YEAR OF THE FILING OF THE FINAL PLAT FOR THIS SUBDIVISION.

SEWER FACILITIES: DESCRIPTIONS, COSTS, AND OPERABILITY DATES

SEWAGE FROM DARRINGTON PARK REPLAT B WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF: OR "SEPTIC SYSTEMS") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND DRAINFIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF USING STANDARD SUBSURFACE DISPOSAL METHODS. THE REPORT WAS REVIEWED AND APPROVED BY THE EL PASO COUNTY HEALTH AND ENVIRONMENTAL DISTRICT, HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1 ACRE IN SIZE. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF THE BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL, HAVING A SLOPE OF APPROXIMATELY 3%. THE STORMWATER RUNOFF FROM THE 100-YEAR FLOOD IS CONTAINED WITHIN THE DIAMOND SPRINGS RD. STREET RIGHT-OF-WAY AND THE DRAINAGE EASEMENTS. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAINFIELD.

IT IS THE DEVELOPERS RESPONSIBILITY TO INSTALL THE OSSF SEPTIC SYSTEM PRIOR TO THE SALE OF ANY OF THE LOTS.

CERTIFICATION:
I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343,TEXAS WATER CODE.

I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES: $1,868.00± PER LOT, FOR A TOTAL COST OF $18,680.00 FOR TEN LOTS IN THE DARRINGTON PARK REPLAT B SUBDIVISION.

JAIME GALLO P.E. **DATE**

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

EL DISTRITO DE AGUA DEL VALLE INFERIOR (LVWD) PROPORCIONARÁ A LA SUBDIVISIÓN DARRINGTON PARK REPLAT B AGUA POTABLE. CADA DUENO DE LOTE Y LVWD TENDRAN QUE ENTRAR EN CONTRATO EN EL CUAL (LVWD) SE HA PROMETIDO PROPORCIONAR SUFICIENTE AGUA A LA SUBDIVISIÓN DARRINGTON PARK REPLAT B DURANTE AL MENOS 30 AÑOS Y EL DISTRITO DE AGUA DE LOWER VALLEY (LVWD) HA PROPORCIONADO DOCUMENTACIÓN PARA ESTABLECER SUFICIENTEMENTE LA CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO LOS SUMINISTROS DE AGUA DISPONIBLES PARA SERVIR EL DESARROLLO COMPLETO DE ESTA LOCALIZACIÓN.

TIENE UNA LÍNEA DE AGUA DE 8"DE DIÁMETRO QUE CORRE DENTRO DEL DERECHO DE VÍA DE DIAMOND SPRINGS RD. LA LÍNEA DE FLOTACIÓN EXISTENTE ESTÁ UBICADA, APROXIMADAMENTE A 30' AL NORTE DE MICA ST.

LAS MEJORAS PROPUESTAS AL SISTEMA DE AGUA SERÁN CONSTRUIDAS POR EL DESARROLLADOR DURANTE LA FASE DE DESARROLLO DE LA SUBDIVISIÓN. EL COSTO TOTAL ESTIMADO PARA ESTAS MEJORAS ES DE $18,680.00

ANTES DE OBTENER EL SERVICIO DE AGUA, LOS PROPIETARIOS DE LOTES INDIVIDUALES DEBEN OBTENER UN MEDIDOR DE AGUA DEL LWVD. LA CONEXIÓN DEL MEDIDOR DE AGUA ACTUAL Y LAS TARIFAS DE INSPECCIÓN DE RETORNO ES DE $ 1,000.00

ES LA RESPONSABILIDAD DE EL DESARROLADOR DE DEJAR EL STUB-OUT EN LA LINEA DE PROPIEDAD.

ADICIONALMENTE, LOS DUEÑOS DE LOTES INDIVIDUALES SON RESPONSABLES DEL COSTO Y LA INSTALACIÓN DE CUALQUIER LÍNEA DE SERVICIO REQUERIDA DESDE LA CAJA DE MEDIDOR HASTA SU PROPIEDAD.

INSTALACIONES DE ALCANTARILLADO: DESCRIPCIONES, COSTOS Y FECHAS DE OPERACIÓN

LAS AGUAS RESIDUALES DE DARRINGTON PARK REPLAT B SERÁN TRATADAS MEDIANTE SISTEMAS INDIVIDUALES DE TRATAMIENTO DE AGUAS RESIDUALES EN SITIO ("OSSF"O "SISTEMAS SÉPTICOS") QUE CONSISTEN EN UN DISEÑO ESTÁNDAR DE TANQUE SÉPTICO DE DOS COMPARTIMIENTOS Y UN CAMPO DE DRENAJE EN CADA LOTE. EL INGENIERO PROFESIONAL QUE SUSCRIBE HA EVALUADO LA IDONEIDAD DEL SITIO DE LA SUBDIVISIÓN PARA LOS SISTEMAS OSSF Y HA PRESENTADO UN INFORME CONCLUYENDO QUE EL SITIO ES ADECUADO PARA OSSF UTILIZANDO MÉTODOS ESTÁNDAR DE DISPOSICIÓN SUBSUPERFICIAL. EL INFORME FUE REVISADO Y APROBADO POR EL DISTRITO DE SALUD Y MEDIO AMBIENTE DEL CONDADO DE EL PASO, Y LOS PUNTOS RELEVANTES DEL INFORME SON LOS SIGUIENTES:

CADA LOTE EN LA SUBDIVISIÓN PROPUESTA TIENE AL MENOS 1 ACRE DE SUPERFICIE. NO HAY INDICIOS DE AGUA SUBTERRÁNEA NI DE UNA CAPA RESTRICTIVA DENTRO DE LAS 24"DESDE EL FONDO DE LAS EXCAVACIONES PROPUESTAS. LA SUBDIVISIÓN DRENA ADECUADAMENTE, CON UNA PENDIENTE DE APROXIMADAMENTE 3%. LA ESCORRENTÍA PLUVIAL DE UNA TORMENTA DE 100 AÑOS SE CONTIENE DENTRO DEL DERECHO DE VÍA DE LA CALLE DIAMOND SPRINGS RD. Y LAS SERVIDUMBRES DE DRENAJE. CADA LOTE CUENTA CON UN ÁREA SUFICIENTE PARA UN CAMPO DE DRENAJE DE REEMPLAZO.

ES RESPONSABILIDAD DEL DESARROLLADOR INSTALAR EL SISTEMA SÉPTICO OSSF ANTES DE LA VENTA DE CUALQUIERA DE LOS LOTES.

CERTIFICACION:
YO CERTIFICO QUE LOS SERVICIOS DE AGUA Y DRENAGE ANTES MENCIONADOS ESTAN EN COMPLETO ACUERDO CON EL MODELO DE REGLAS MENCIONADOS EN LA SECCION 16.343, DEL CODIGO DE AGUAS Y DRENAGE DE TEXAS.

YO CERTIFICO QUE LOS COSTOS ESTIMADOS PARA LA INSTALACION DEL SISTEMA DE AGUA Y DRENAGE PARA CADA LUGAR, ASI COMO SE HA DESCRITO ANTERIORMENTE ES COMO SIGUE:

COSTO POR EL SERVICIO DE AGUA: $1,868.00 APROXIMADAMENTE POR LOTE, PARA UN COSTO DE $18,680.00 POR LOS DIEZ LOTES QUE TIENE LA DARRINGTON PARK REPLAT B SUBDIVISION.

JAIME GALLO P.E. **DATE**

DRAINAGE REPORT

By Jaime Gallo, P.E.

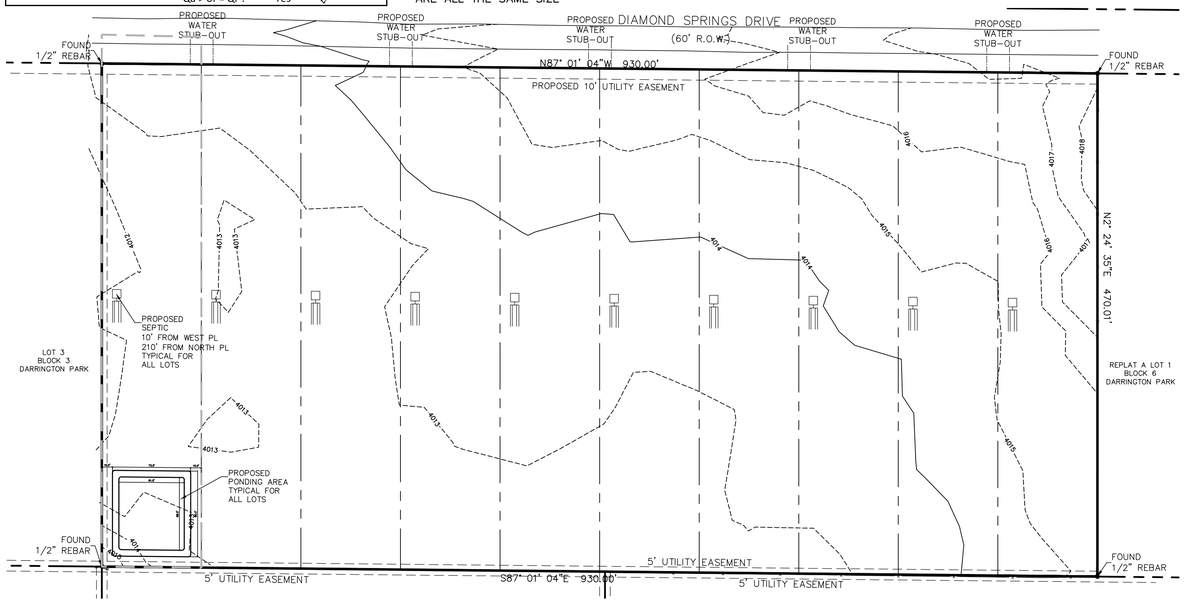
THE 10.034 ACRE PARCEL OF LAND KNOWN AS DARRINGTON PARK REPLAT B IS ON LAND THAT GENTLY SLOPES IN A SOUTHWESTERLY DIRECTION AT AN AVERAGE OF **2%** SLOPE GOING WEST TOWARDS AN EMPTY VACANT LOT. THE AREA CONSISTS OF GENTLY SLOPING SOILS THAT HAVE A FINE SANDY LOAM SUBSOIL AND ARE MODERATELY DEEP OVER CALICHE. FOR OUR DESIGN PURPOSES, AN AVERAGE RUNOFF COEFFICIENT OF **0.50** AND AN AVERAGE INTENSITY OF **5.50** IN/HR WAS USED TO CALCULATE THE ESTIMATED RUNOFF FROM THE ASSOCIATED WATERSHEDS. THE AREA DIRECTLY IMPACTING THE SUBDIVISION IS A SINGLE WATERSHED AREA. THE WATERSHED (WATERSHED No. 1) CONSISTS OF A 10.645 ACRES WHICH PRODUCES APPROXIMATELY **29.27** CFS OF RUNOFF.
ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FIRM MAP, COMMUNITY PANEL NUMBER 480212 0237 B, DATED SEPTEMBER 4, 1991, NO PORTION OF **DARRINGTON PARK REPLAT B** IS SHOWN TO BE WITHIN A SPECIAL FLOOD HAZARD AREA SUBJECT TO A ONE PERCENT OR GREATER CHANCE OF FLOODING IN ANY GIVEN YEAR. IMPROVEMENT PLANS FOR THIS SUBDICISION ARE REFERENCED IN CASE ID#23-155P AT THE EL PASO COUNTY PUBLIC WORKS DEPARTMENT.

BY MY SIGNATURE BELOW. I CERTIFIED THAT AM SUBDIVISION LIES WITHIN A ZONE DESIGNATION OF "X", WHICH INDICATES THAT THIS PARCEL DOES NOT LIE WITHIN A FLOOD HAZARD AREA, ACCORDING TO FLOOD INSURANCE RATE MAPS, COUNTY MAP (PANEL NUMBER 480212 0250B, EFFECTIVE DATE: SEPTEMBER 4, 1991 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY).

JAIME GALLO P.E. **DATE**

Water Shed No.	1		
Blended Wc Calculation			
Surface	**Area (Ac)**	**Coeff.**	**Area x Coeff.**
Building	-	0.95	-
Asphalt	0.02	0.95	0.02
Concrete	-	0.95	-
Natural	1.04	0.60	0.62
Totals:	**1.06**		**0.64**
	Cw = 0.64 /1.06 =	**0.60**	unitless
Required Capacity by Rational Formula Q=Cw x i x A			
	Intensity, i =	4.0	in/hr
	Qr= 0.6x4x1.06 /12=	**0.212**	**Acre-Ft**
Available Capacity			
Area (top)	0.134		
Area (floor)	0.095		
Avg. Area	**0.115** Depth		**2.00**
	Qa = Avg. Area x Depth =	**0.229**	**Acre-Ft**
	Qa > or = Qr ?	Yes	✓

NOTE: THIS CALCULATION APPLIES TO ALL LOTS SINCE THEY ARE ALL THE SAME SIZE



DRAINAGE REPORT

By Jaime Gallo, P.E.

EL TERRENO DE 10.034 ACRES CONOCIDO COMO DARRINGTON PARK REPLAT B SE ENCUENTRA EN UN ÁREA QUE PRESENTA UNA SUAVE PENDIENTE EN DIRECCIÓN SUROESTE, CON UNA INCLINACIÓN PROMEDIO DEL 2% HACIA EL OESTE EN DIRECCIÓN A UN LOTE VACANTE. EL ÁREA CONSISTE EN SUELOS LIGERAMENTE INCLINADOS CON UN SUBSUELO DE FRANCO ARENOSO FINO, DE PROFUNDIDAD MODERADA SOBRE CALICHE. PARA FINES DE DISEÑO, SE UTILIZÓ UN COEFICIENTE DE ESCORRENTÍA PROMEDIO DE 0.50 Y UNA INTENSIDAD PROMEDIO DE 5.50 PULG/HORA PARA CALCULAR EL GASTO ESTIMADO DE ESCORRENTÍA DE LAS CUENCAS HIDROGRÁFICAS ASOCIADAS. EL ÁREA QUE IMPACTA DIRECTAMENTE A LA SUBDIVISIÓN CORRESPONDE A UNA SOLA CUENCA HIDROGRÁFICA. DICHA CUENCA (CUENCA N.° 1) CONSTA DE 10.645 ACRES QUE PRODUCEN APROXIMADAMENTE 29.27 PIES CÚBICOS POR SEGUNDO (CFS) DE ESCORRENTÍA.

EN EL MAPA DE LA AGENCIA FEDERAL PARA EL MANEJO DE EMERGENCIAS (FEMA), NÚMERO DE PANEL COMUNITARIO 480212 0237 B, FECHADO EL 4 DE SEPTIEMBRE DE 1991, NINGUNA PORCIÓN DE DARRINGTON PARK REPLAT B SE MUESTRA DENTRO DE UNA ZONA DE PELIGRO DE INUNDACIÓN ESPECIAL SUJETA A UNA PROBABILIDAD DE UNO POR CIENTO O MAYOR DE INUNDARSE EN CUALQUIER AÑO. LOS PLANOS DE MEJORAS PARA ESTA SUBDIVISIÓN SE ENCUENTRAN REFERENCIADOS EN EL EXPEDIENTE ID #23-155P EN EL DEPARTAMENTO DE OBRAS PÚBLICAS DEL CONDADO DE EL PASO.

MEDIANTE MI FIRMA A CONTINUACIÓN, CERTIFICO QUE LA SUBDIVISIÓN SE ENCUENTRA DENTRO DE UNA ZONA DESIGNADA COMO "X", LO QUE INDICA QUE ESTE TERRENO NO SE ENCUENTRA DENTRO DE UNA ZONA DE PELIGRO DE INUNDACIÓN, SEGÚN LOS MAPAS DE TARIFAS DE SEGURO CONTRA INUNDACIONES, MAPA DEL CONDADO (NÚMERO DE PANEL 480212 0250B, FECHA DE ENTRADA EN VIGOR: 4 DE SEPTIEMBRE DE 1991) DE LA AGENCIA FEDERAL PARA EL MANEJO DE EMERGENCIAS (FEMA).

JAIME GALLO P.E. **DATE**

DARRINGTON PARK REPLAT B

BEING A REPLAT OF ALL OF
LOT 4, BLOCK 3, DARRINGTON PARK
EL PASO COUNTY, TEXAS
CONTAINING:
437087.62 SQ. FT.
OR 10.034 ACRES ±

DARRINGTON PARK REPLAT B				
ENGINEERING REPORT				
DATE PREPARED	DRAWN BY	DESIGNED BY	CHECKED BY	APPROVED BY
J.G.	M.G.	GECCA, LLC	J.G.	J.G.
REVISION NUMBER	SHEET NAME OR NUMBER	DESCRIPTION OR REVISION	DATE OF REVISION	REVISION APPROVED BY

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TOWN OF HORIZON CITY
MEMORANDUM

Date: December 9, 2025

To: Honorable Mayor and Members of City Council

From: Art Rubio, Planning Director

SUBJECT: On the Final Subdivision Plat application for Verdancia Unit 2 (Case No. SDF25-0003), allowing recording of the final plat prior to the completion of all required improvements secured by sufficient bond and to authorize the Mayor to sign the recording plat, legally described as Being A Portion Of Section 32, Block 78, Township 3, Texas And Pacific Railway Company Surveys, El Paso County, Texas. Containing 69.31 acres ±. Application submitted by Applicant/Representative: CEA Group.

On November 17, 2025, the Planning & Zoning Commission unanimously recommended approval of the Verdancia Unit 2 Final Subdivision Plat.

The application meets all minimum requirements of a final subdivision plat and staff recommends approval of Verdancia Unit 2 Final Subdivision Plat.

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

TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: **SDF25-0003 Verdancia Unit 2 Final**

Application Type: **Final Subdivision Plat Application**
P&Z Hearing Date: November 17, 2025
Staff Contact: Art Rubio, Planning Director
915-852-1046, Ext. 407; arubio@horizoncity.org

Address/Location: East of Eastlake Blvd & North of Horizon Blvd.
Property ID Nos.:
Legal Description: Being A Portion Of Section 32, Block 78, Township 3, Texas And Pacific Railway Company Surveys, El Paso County, Texas. Containing 69.31 Acres ±
Property Owner: Hunt Horizon Crossing, LLC
Applicant/Rep.: CEA Group, Jorge Grajeda
Nearest Park: Horizon Mesa Park
Nearest School: Horizon Hish School and Horizon Middle School

SURROUNDING PROPERTIES:		
	Zoning	**Land Use**
N	Vacant	Vacant
E	PUD (Planned Unit Development)	Residential
S	Vacant	Vacant
W	C-2	School
LAND USE AND ZONING:		
	Existing	**Proposed**
Land Use	Vacant	Residential Subdivision
Zoning	R-3 Residential	R-3 Residential

Application Description:
Final Subdivision:
The proposed final plat residential subdivision includes 210 lots for single-family residential development, 1 commercial lot, 2 pond areas, 2 Public Parks, 1 Amenity Site, the smallest lot measuring approximately 5,376 sq. ft. and the largest lot measuring approximately 17,539 sq. ft. Internal 54 ft. residential sub-collector streets, a 68' feet residential collector street, a 64' feet velvet ash street residential collector, and a 78' velvet ash street residential collector.

Cumulative Parkland Dedication:
Verdancia Unit 2 requires .76-acres of parkland dedication, and they carried 4.68-acres of parkland credit. $29,600.00 in park fees based on Horizon City's Cumulative parkland dedication and fee requirements. The applicant is proposing to satisfy the requirement through the dedication of 2.70-acres of parkland. The proposed dedication consists of 2 parks, a 1.11-acre on the north part of the subdivision and a 1.58-acre to the south of the subdivision.

Staff Recommendation:
Staff recommends approval subject to addressing all pending comments prior to City Council Meeting.

Planning Division Comments:
~~No comments~~

Town Engineer Comments:
~~No comments~~

El Paso 9-1-1 District Comments:
~~Correct blocks in this unit #2 blocks already exist in Unit 1~~
~~This area is very difficult to address because of the curvatures on Eastlake, but if we keep for the area west of this subdivision in the 14300 range and change the addressing on this plat so that it terminates at the 14500 range, this will follow the plan to have the 14600 range begin just east of the intersection of Horizon Blvd and Eastlake Blvd. The area N/E of Eastlake is going to be difficult as we will need to contain the addressing as it eventually turns into the 14700 range east of Rifton. Attached are my recommendations. Please disregard the highlighting of Desert Rosemary. I was going to say that it could follow the addressing on Eastlake at the 14700 range, but that didn't seem like a good idea in the end. Please let me know if you have any questions or suggestions.~~

TxDOT Comments:
~~No objections~~

El Paso Electric Company:
~~Please update the 12' wide underground easement to 12' wide easement along Eastlake Blvd.~~

Texas Gas Service:
~~Texas Gas has no comments.~~

El Paso Natural Gas / Kinder Morgan:
~~El Paso Natural Gas has no assets in that area.~~

Clint ISD:
~~Clint ISD takes no exceptions to the information presented~~

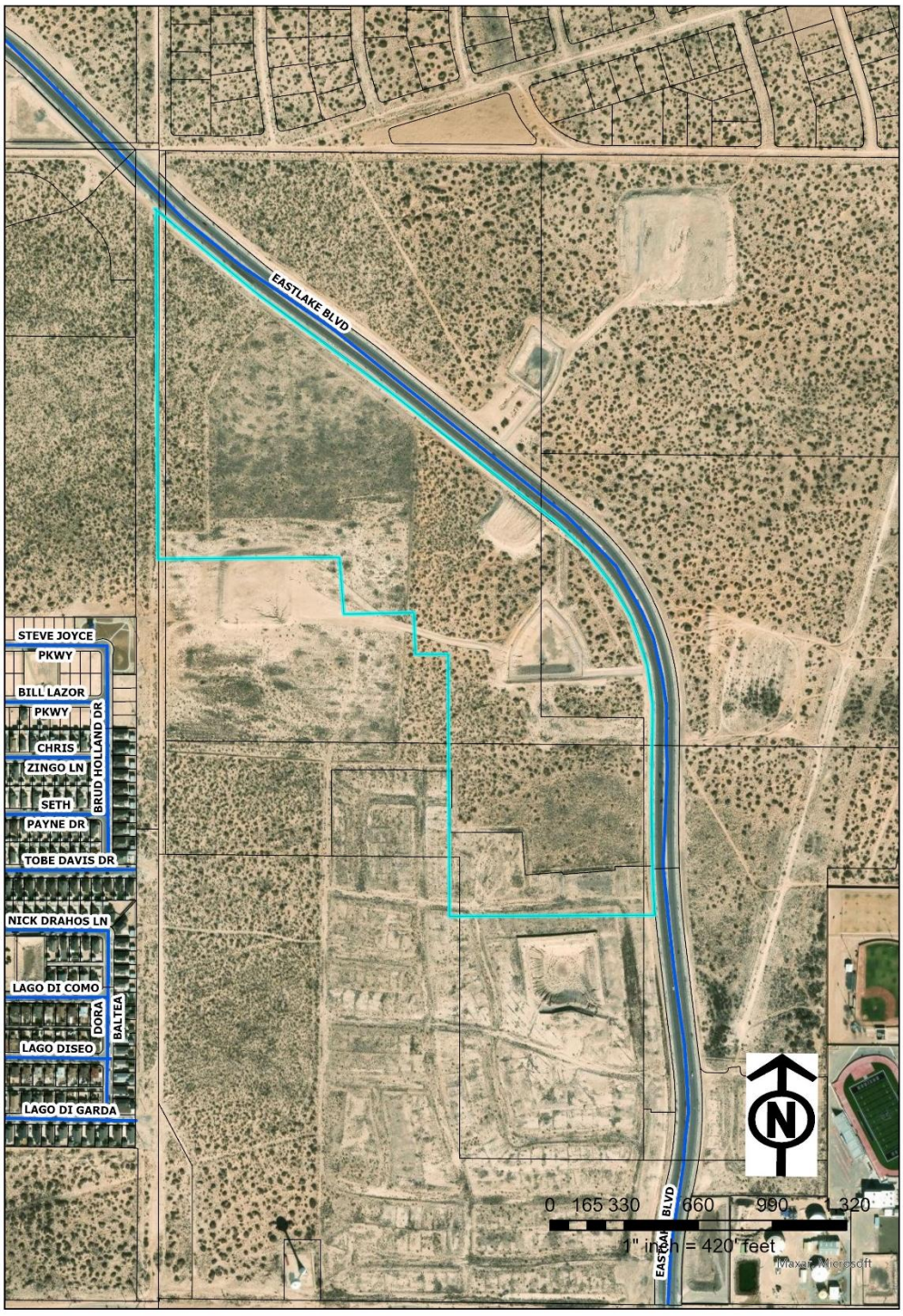
El Paso Central Appraisal District (EPCAD):
~~Change block number~~

HRMUD:
~~No objections~~

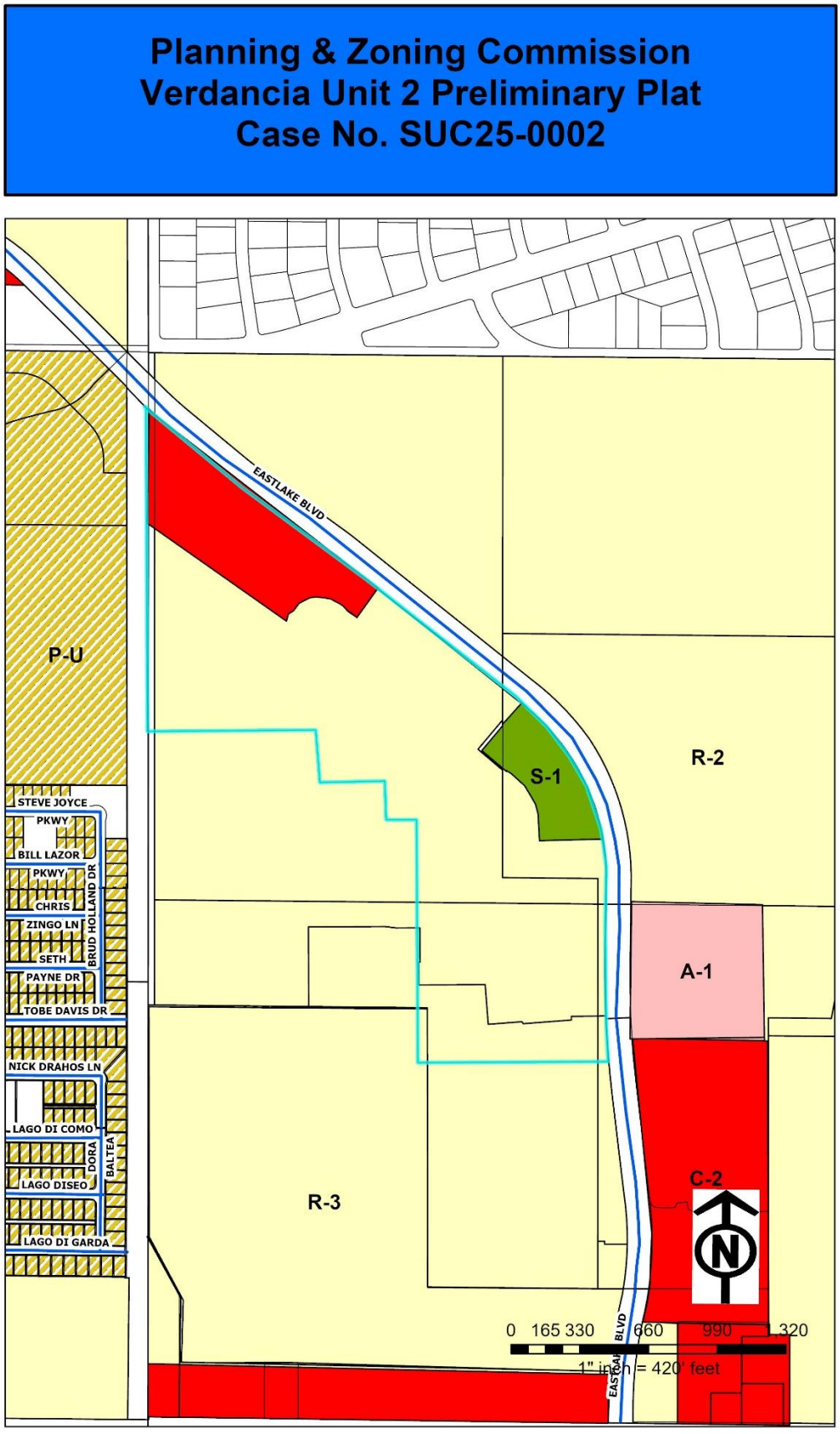
Attachments:
1 – Aerial
2 – Zoning Designation Map
3 – Location Map
4 – Final Plat
5 – Existing and Proposed Right-of-Way Cross Section and Cul-De-Sacs
6 – Modification Request
7 – Application

Attachment 1: Aerial Map

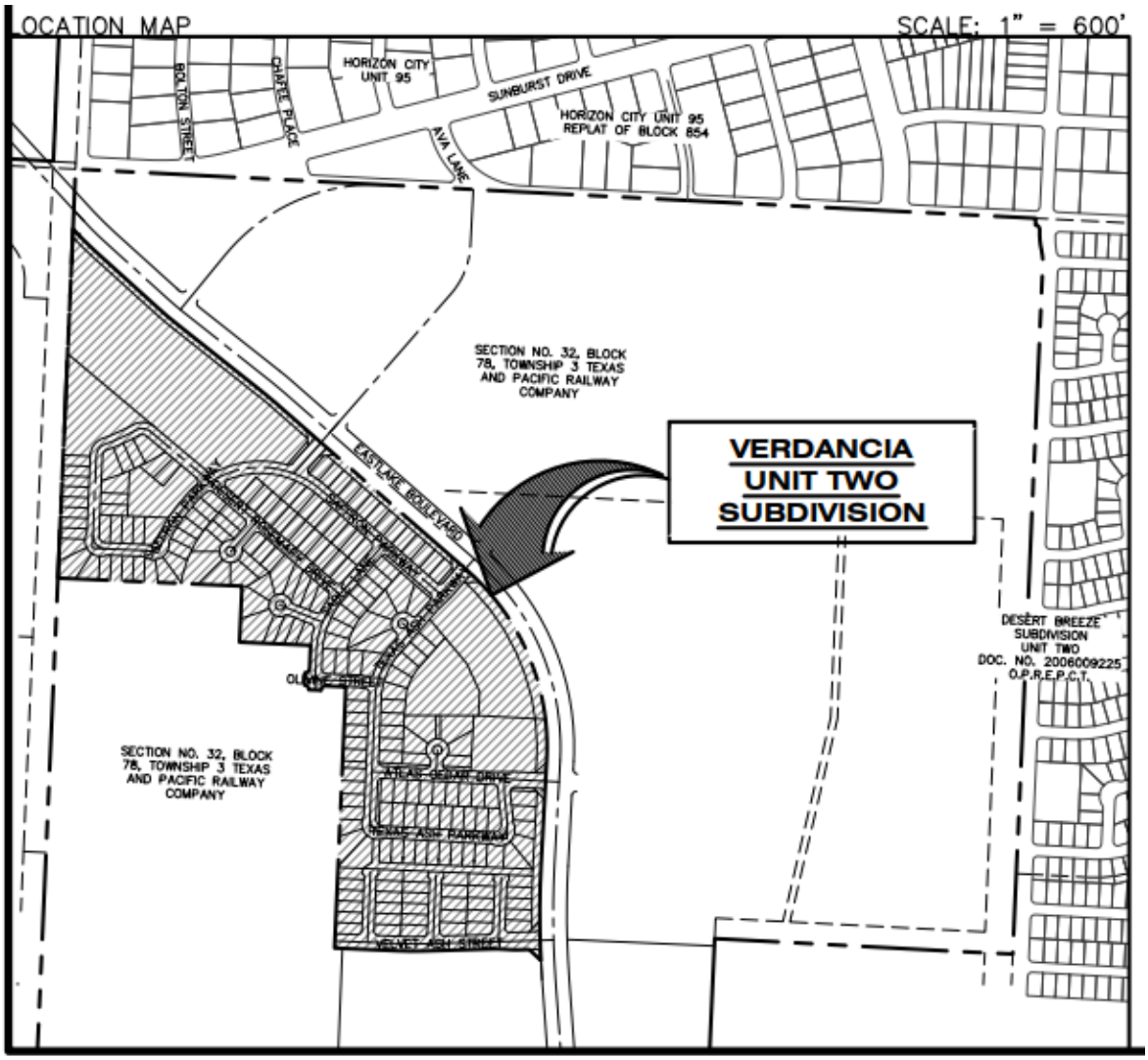
Planning & Zoning Commission
Verdancia Unit 2 Preliminary Plat
Case No. SUC25-0002



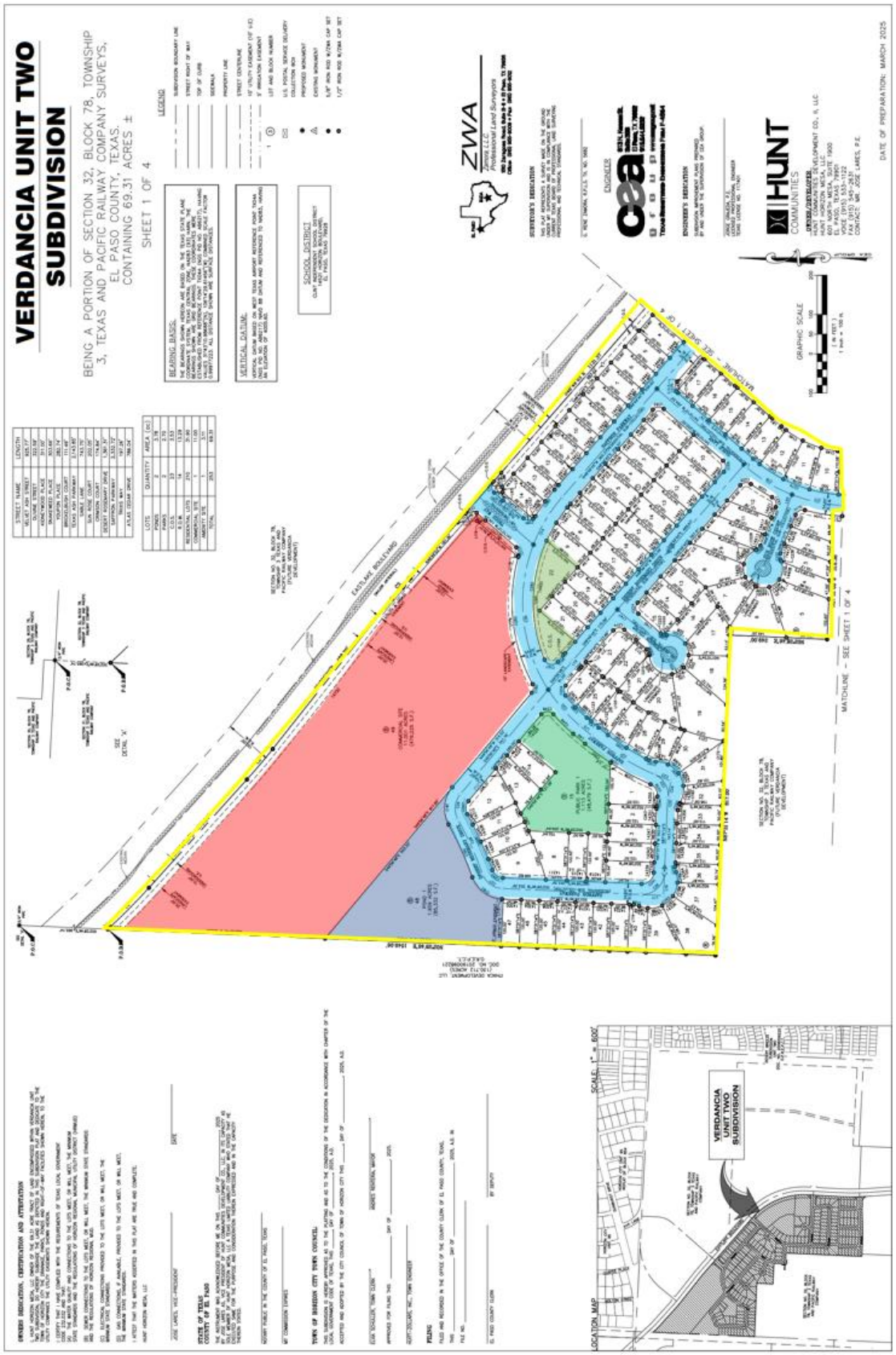
Attachment 2: Zoning Designation Map



Attachment 3: Location Map



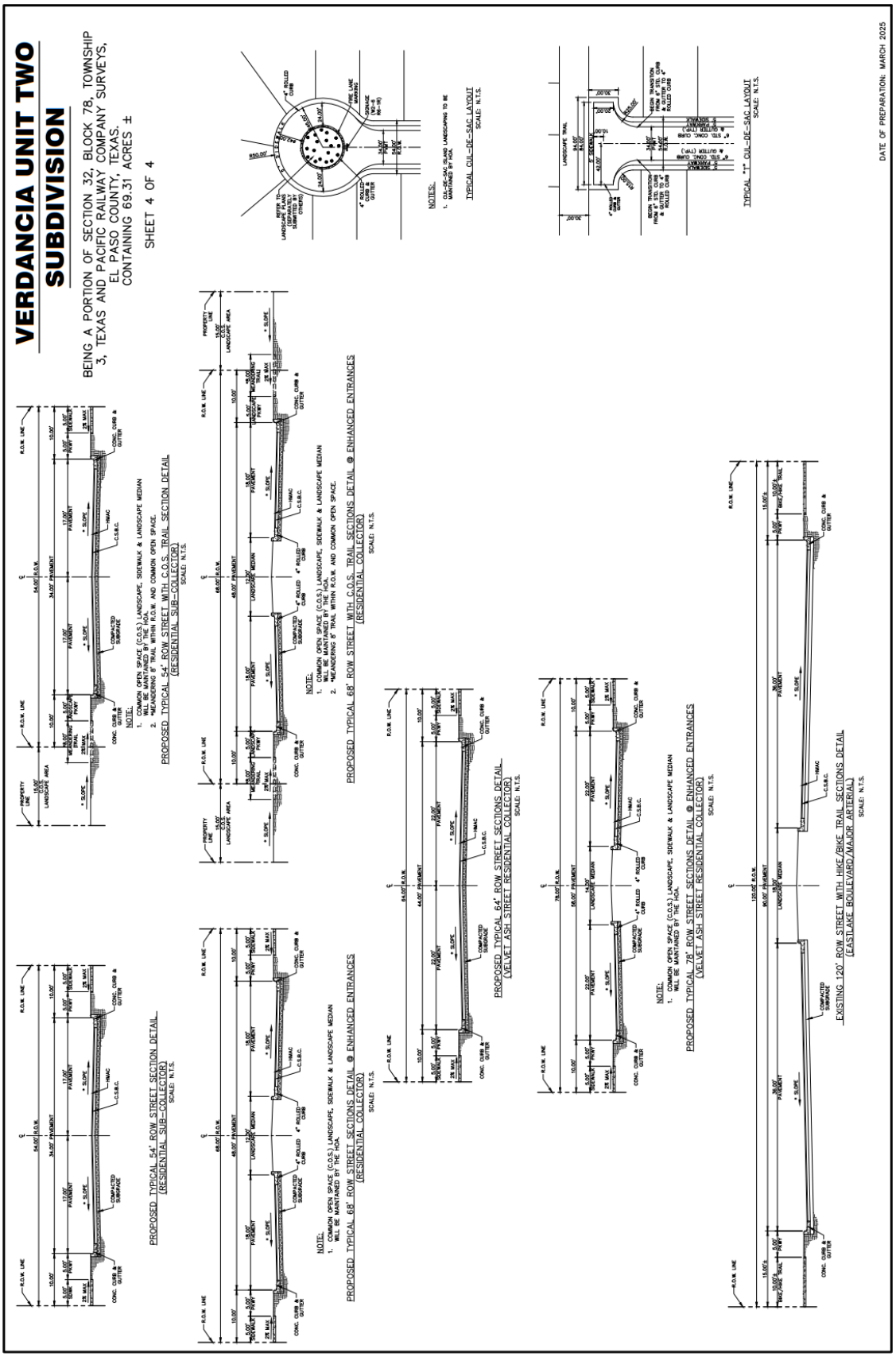
Attachment 4: Final Subdivision Plat (North)



Attachment 4: Final Subdivision Plat (South)



Attachment 5: Existing and Proposed Right-of-Way Cross Section and Cul-De-Sacs



Attachment 6: Modification Request

cea group

uptown centre
813 N. Kansas St., Ste. 300
El Paso, TX 79902
915.544.5232
www.ceagroup.net

October 6, 2025

Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

Attention: Mr. Art Rubio,
Chief Planner

Reference: Verdancia Unit Two Subdivision – Modification Request Letter

Dear Mr. Rubio:

Hunt Communities, GP, LLC is requesting the following modifications from the Town of Horizon City Subdivision Regulations.

1. Modification from a 52-ft residential sub-collector street right-of-way to a 54-ft street right-of-way at all local residential sub-collector streets. The 54-ft street right-of-way will consist of two 5-ft parkways, two 5-ft wide concrete sidewalks and a 34-ft wide pavement structure with curb & gutter.

2. Modification to use a 54-ft street right-of-way with meandering trails at all local residential sub-collector streets abutting common open space lots. The 54-ft street right-of-way will consist of two 5-ft parkways, 34-ft wide pavement structure with curb & gutter and two 8-ft wide meandering trails. The 8-ft trails will meander within the street right-of-way parkway area and the adjacent 15-ft common open space landscape lot. This will provide a visually appealing and safe walking trail along this corridor. Landscape areas will be maintained by the HOA.

3. Modification to use a 68-ft residential collector at enhanced neighborhood entrances. The 68-foot street right-of-way will consist of two 5-ft parkways, two 5-ft wide concrete sidewalks, two 18-ft wide pavement structures and a 12-ft raised landscape median with curbs & gutter. Landscape areas will be maintained by the HOA.

4. Modification to use a 68-ft street right-of-way with meandering trails at all local residential sub-collector streets at enhanced neighborhood entrances abutting common open space lots. The 68-ft street right-of-way will consist of two 5-ft parkways, 36-ft wide pavement structure with curb & gutter, a 12-ft raised landscape median and two 8-ft wide meandering trails. The 8-ft trails will meander within the street right-of-way parkway area and the adjacent 15-ft common open space landscape lot. This will provide a visually appealing and safe walking trail along this corridor. Landscape areas will be maintained by the HOA.

5. Modification to use a 64-ft street right-of-way residential collector at Velvet Ash St. which consist of two 5-ft parkways, two 5-ft wide concrete sidewalks and a 44-ft wide pavement structure with curb & gutter.

6. Modification to use a 78-ft street right-of-way residential collector at the enhanced neighborhood entrance on Velvet Ash and Eastlake Blvd. intersection. The 78-foot street will consist of two 5-ft parkways, two 5-ft wide concrete sidewalks, two 22-ft wide pavement structures and a 14-ft raised landscape median with curbs & gutter. Landscape areas will be maintained by the HOA.

7. Modification to use 50-foot radius Cul-de-Sac streets with interior landscape islands and outside travel lane roadway width of 24-feet. The proposed cul-de-sac and landscape islands will enhance the neighborhood character, reduce the impervious surface, aid to eliminate typical cul-de-sac "stack" parking and maintain adequate room for emergency vehicle turning movement. Landscape areas will be maintained by the HOA.

8. Modification to use "T" Cul-de-Sac access streets on Kidneywood Place, Snakeweed Place and Youpon Place. The proposed "T" Cul-de-Sac will consist of a 54-foot right-of-way within the straight segment with 34-ft pavement width, two 5-ft parkways and two 5-ft wide concrete sidewalks. The "T" hammer head section will consist of a 94-ft width right-of-way, width an 84-ft wide pavement section and 5-ft sidewalks on each end. The length of these "T" Cul-de-Sacs will vary between 285-ft to 311-ft from center of intersecting street to center of "T" Cul-de-Sac.

   The proposed "T" Cul-de-Sacs will enhance the neighborhood character by allowing visibility and pedestrian access to the proposed 30-ft access landscape trail adjacent and abutting these. In addition to, the proposed layout allows room for emergency vehicle turning movement. The use of "T" Cul-de-Sacs have been an accepted means of street access within the El Paso County region.

On behalf of the developer and CEA Group, we thank you in advance for your prompt attention to this issue and look forward to a favorable consideration to our modifications request. If you have any questions, please do not hesitate to call me at (915) 544-5232 or email jgrajeda@ceagroup.net.

Sincerely,
CEA Group

Jorge Grajeda, P.E.
Project Manager

I-2090-029-verdanciaunittwosubd._thc modificationrequest.ar.06october.2025
JG/jg

Attachment: Final Plat

cc: Jose Lares, P.E., Hunt Communities, LLC.

Attachment 7: 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: VERDANCIA UNIT TWO SUBDIVISION SUBMITTAL DATE: 10-16-2025

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
BEING A PORTION OF SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS. CONATINING 69.31 ACRES
2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	31.90	210	OFFICE		
DUPLEX			STREET & ALLEY	13.29	14
APARTMENT			PONDING & DRAINAGE	3.78	2
MOBILE HOME			INSTITUTIONAL		
P.U.D.			OTHER		
PARK (Min 1 Acre)	2.70	2	AMENITY SITE	3.11	1
SCHOOL			C.O.S. & LANDSCAPE TRAILS	3.53	23
COMMERCIAL	11.00	1	TOTAL NO. SITES	69.31	229
INDUSTRIAL			TOTAL (GROSS) ACREAGE	69.31	

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? R3 PROPOSED ZONING R3, C2 & S1
4. WILL THE RESIDENTIAL SITES, AS PROPOSED, PERMIT DEVELOPMENT IN FULL COMPLIANCE WITH ALL ZONING REQUIREMENTS OF THE EXISTING RESIDENTIAL ZONE(S)? YES ☑ NO ☐
5. WHAT TYPE OF UTILITY EASEMENTS ARE PROPOSED? UNDERGROUND ☐ OVERHEAD ☐ COMBINATION ☑
6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) SURFACE FLOW TO PORPOSED STORM SEWER THAT WILL ULTIMATELY DISCHARGE INTO ONE EXISTING POND AND ONE PROPOSED POND.
7. IF SINGLE-FAMILY OR DUPLEX DEVELOPMENT IS PROPOSED: AVERAGE FLOOR AREA OF HOUSES
8. ARE SPECIAL IMPROVEMENTS PROPOSED IN CONNECTION WITH THE DEVELOPMENT? YES ☐ NO ☑
9. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES ☑ NO ☐
IF "YES", PLEASE LIST SECTION & EXPLAIN THE NATURE OF THE MODIFICATION SEE ATTACHED MODIFICATION REQUEST LETTER FOR PROPOSED STREET R.O.W., T CUL-DE-SAC & CULD-DE-SAC
10. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY ☐ MEDIANS ☐ OTHER ☐ PARKWAYS, COMMON OPEN SPACE & MEDIANS
11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES:
12. WILL PLAT BE RECORDED PRIOR TO SUBDIVISION IMPROVEMENTS BEING COMPLETED & APPROVED? ☒ YES ☐ NO ☑ N/A INITIALS
IF YES, submit REQUIRED GUARANTEE (SECTION 4.10.3 & 8.1.7, Municode Chapter 10) OR Improvement Cost Estimates & Construction Agreement
13. WILL ANY RESTRICTIONS AND COVENANTS BE RECORDED WITH PLAT? YES ☒ NO ☐ INITIALS ____ IF YES, PLEASE SUBMIT COPY.
14. OWNER OF RECORD HUNT HORIZON CROSSING, LLC. (ADDRESS / EMAIL / PHONE (SAME AS DEVELOPER)
(NAME & ADDRESS) (EMAIL) (PHONE)
15. DEVELOPER HUNT COMMUNITIES, GP LLC. 601 NORTH MESA, EL PASO, TEXAS 79902 JOSE.LARES@HUNTCOMPANIES.COM 915-504-4764
(NAME & ADDRESS) (EMAIL) (PHONE)
16. ENGINEER CEA GROUP 813 N. KANSAS ST, SUITE 300, EL PASO, TEXAS 79902 JGRAJEDA@CEAGROUP.NET 915-544-5232
(NAME & ADDRESS) (EMAIL) (PHONE)
17. APPLICANT CEA GROUP 813 N. KANSAS ST, SUITE 300, EL PASO, TEXAS 79902 JGRAJEDA@CEAGROUP.NET 915-544-5232
(NAME & ADDRESS) (EMAIL) (PHONE)
18. REP/POINT OF CONTACT
(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 ____.

Applicant Signature ____ EMAIL jgrajeda@ceagroup.net

APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
Acceptance of fee does not grant acceptance of application.
Non Refundable Deposit $800.00 | Application Fee: $1600.00

Page 1 of 2 Rev 08OCT2024

VERDANCIA UNIT TWO SUBDIVISION

BEING A PORTION OF SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS.
CONTAINING 69.31 ACRES ±

SHEET 1 OF 4

OWNERS DEDICATION, CERTIFICATION AND ATTESTATION

I, HUNT HORIZON MESA, LLC OWNER OF THE 69.31 ACRE TRACT OF LAND ENCOMPASSED WITHIN VERDANCIA UNIT TWO SUBDIVISION, DO HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE TOWN OF HORIZON CITY THE DRAINAGE, PARKS, PONDS AND RIGHT-OF-WAY FACILITIES SHOWN HEREIN, TO THE UTILITY COMPANIES THE UTILITY EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS AND THE REGULATIONS OF HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT (HRMUD)

(B) SEWER CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS AND THE REGULATIONS OF HORIZON REGIONAL MUD.

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

HUNT HORIZON MESA, LLC

JOSE LARES, VICE-PRESIDENT _____ DATE _____

STATE OF TEXAS
COUNTY OF EL PASO

THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF_____, 2025 BY JOSE LARES AS, VICE PRESIDENT OF HUNT COMMUNITIES DEVELOPMENT CO., LLC, IN ITS CAPACITY AS SOLE MEMBER OF HUNT HORIZON MESA, LLC A TEXAS LIMITED LIABILITY COMPANY WHO STATED THAT HE EXECUTED SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC IN THE COUNTY OF EL PASO, 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 OF THE LOCAL GOVERNMENT CODE OF TEXAS, THIS _____, DAY OF _____, 2025, A.D.

ACCEPTED AND ADOPTED BY THE CITY COUNCIL OF TOWN OF HORIZON CITY THIS _____, DAY OF _____, 2025, A.D.

ELVIA SCHULLER, TOWN CLERK _____ ANDRES RENTERIA, MAYOR _____

APPROVED FOR FILING THIS _____ DAY OF _____, 2025.

HUITT-ZOLLARS, INC., TOWN ENGINEER

FILING

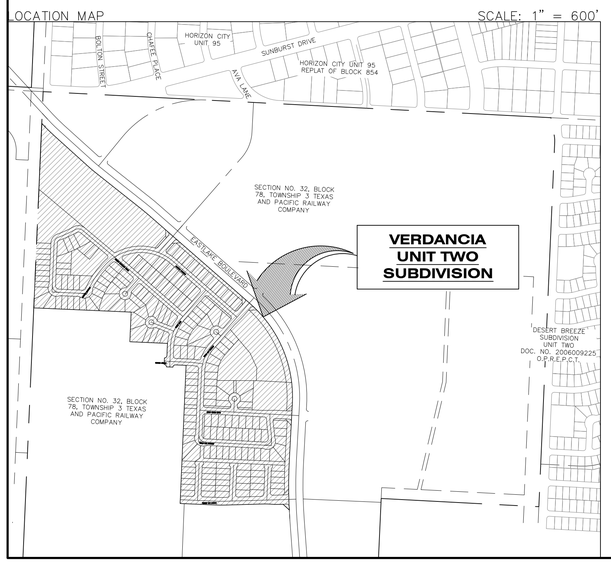
FILED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK OF EL PASO COUNTY, TEXAS,

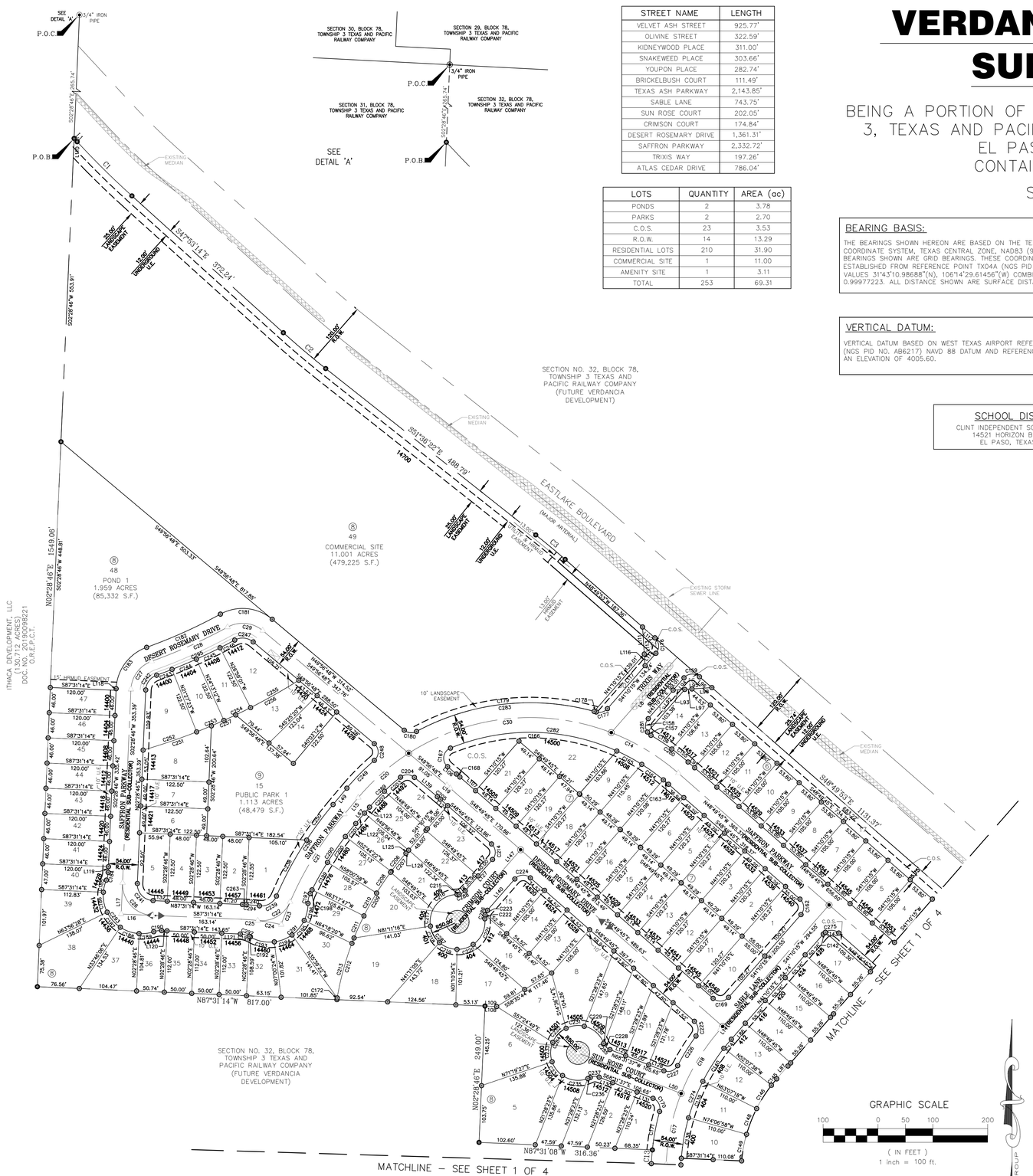
THIS _____ DAY OF _____ 2025, A.D. IN

FILE NO. _____

EL PASO COUNTY CLERK _____ BY DEPUTY _____

LOCATION MAP SCALE: 1" = 600'





STREET NAME	LENGTH
VELVET ASH STREET	925.77'
OLIVINE STREET	322.59'
KIDNEYWOOD PLACE	311.00'
SNAKEWEED PLACE	303.66'
YOUPON PLACE	282.74'
BRICKELBUSH COURT	111.49'
TEXAS ASH PARKWAY	2,143.85'
SABLE LANE	743.75'
SUN ROSE COURT	202.05'
CRIMSON COURT	174.84'
DESERT ROSEMARY DRIVE	1,361.31'
SAFFRON PARKWAY	2,332.72'
TRIXIS WAY	197.26'
ATLAS CEDAR DRIVE	786.04'

LOTS	QUANTITY	AREA (ac)
PONDS	2	3.78
PARKS	2	2.70
C.O.S.	23	3.53
R.O.W.	14	13.29
RESIDENTIAL LOTS	210	31.90
COMMERCIAL SITE	1	11.00
AMENITY SITE	1	3.11
TOTAL	253	69.31

BEARING BASIS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. THESE COORDINATES WERE ESTABLISHED FROM REFERENCE POINT TX04A (NGS PID NO. AB6217), HAVING VALUES 31°43'10.98688"(N), 106°14'29.61456"(W) COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

VERTICAL DATUM:

VERTICAL DATUM BASED ON WEST TEXAS AIRPORT REFERENCE POINT TX04A (NGS PID NO. AB6217) NAVD 88 DATUM AND REFERENCED TO NAD83, HAVING AN ELEVATION OF 4005.60.

SCHOOL DISTRICT

CLINT INDEPENDENT SCHOOL DISTRICT
14521 HORIZON BOULEVARD,
EL PASO, TEXAS 79928

LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- TOP OF CURB
- SIDEWALK
- PROPERTY LINE
- STREET CENTERLINE
- 10' UTILITY EASEMENT (10' U.E)
- 5' IRRIGATION EASEMENT
- 1 (3) LOT AND BLOCK NUMBER
- U.S. POSTAL SERVICE DELIVERY COLLECTION BOX
- PROPOSED MONUMENT
- EXISTING MONUMENT
- 5/8" IRON ROD W/ZWA CAP SET
- 1/2" IRON ROD W/ZWA CAP SET

GRAPHIC SCALE
100 0 50 100 200
(IN FEET)
1 inch = 100 ft.

ZWA
Zamora, L.L.C.
Professional Land Surveyors
1510 Zaragosa Road, Suite B-8 • El Paso, TX 79936
Office: (915) 955-9009 • Fax: (915) 855-9012

SURVEYOR'S DEDICATION

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND IS IN COMPLIANCE WITH THE CURRENT TEXAS BOARD OF PROFESSIONAL LAND SURVEYING PROFESSIONAL AND TECHNICAL STANDARDS.

G. RENE ZAMORA, R.P.L.S. TX. NO. 5682

ENGINEER
cea group
813 N. Kansas St.
Suite 300
El Paso, TX 79902
915.544.5232
www.ceagroup.net
TEXAS REGISTERED ENGINEERING FIRM F-4564

ENGINEER'S DEDICATION

SUBDIVISION IMPROVEMENT PLANS PREPARED BY AND UNDER THE SUPERVISION OF CEA GROUP.

JORGE GRAJEDA, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 117401

HUNT COMMUNITIES
OWNER/DEVELOPER
HUNT COMMUNITIES DEVELOPMENT CO., II, LLC
HUNT HORIZON MESA, LLC
601 NORTH MESA, SUITE 1900
EL PASO, TEXAS 79901
VOICE (915) 533-1122
FAX (915) 545-2631
CONTACT: MR. JOSE LARES, P.E.

DATE OF PREPARATION: NOVEMBER 2025

VERDANCIA UNIT TWO SUBDIVISION

BEING A PORTION OF SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS.
CONTAINING 69.31 ACRES ±
SHEET 2 OF 4

PLAT NOTES AND RESTRICTIONS

1. ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011) (EPOCH 2010.00).
2. ◉ = THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENT LOCATIONS.
3. THIS SUBDIVISION IS LOCATED WITHIN A FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR, AREAS SUBJECT TO INUNDATION BY THE 1%-ANNUAL-CHANCE FLOOD EVENT GENERALLY USING APPROXIMATE METHODOLOGIES. FLOOD PLAIN – PANEL No. 480212 0250B, DATED SEPTEMBER 4, 1991.
4. TAX CERTIFICATE(S) FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.

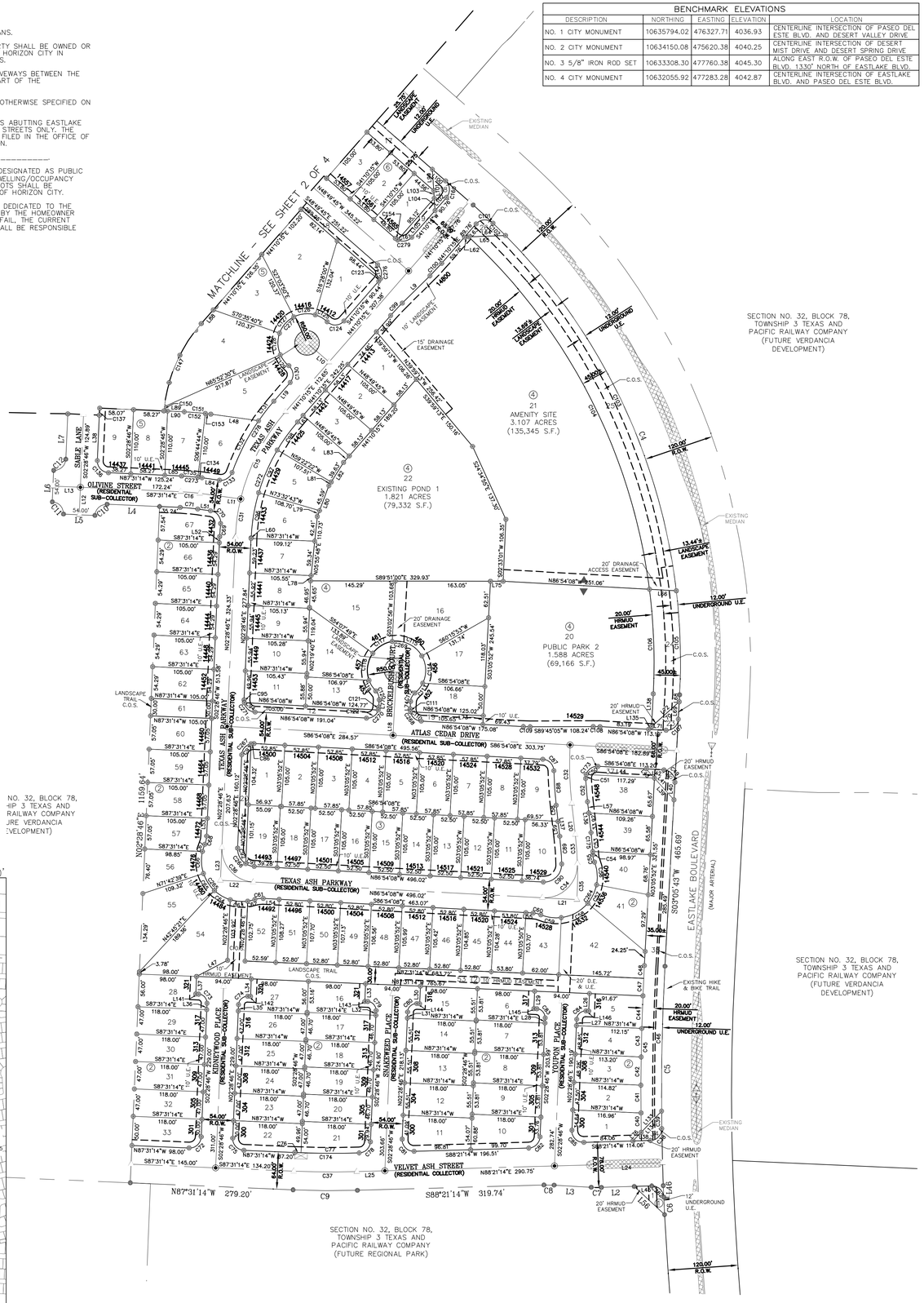
   DOCUMENT No. _____, DATE.
5. RESTRICTIVE COVENANTS FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.

   DOCUMENT No. _____ DATE.
6. THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO VERDANCIA UNIT TWO 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 FROM EXISTING FACILITIES LOCATED ON EASTLAKE BOULEVARD AND WILL BE CONSTRUCTED TO SERVE THE SUBDIVISION, WITHIN TWO (2) YEARS OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
7. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE HRMUD DISTRICT WATER AND SANITARY SEWER SYSTEM, PURSUANT TO RULES AND REGULATIONS OF THE DISTRICT, AND HRMUD, AND OTHER APPLICABLE STATE AND LOCAL RULES AND REGULATIONS.
8. LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS.
9. HUNT HORIZON CROSSING, LLC, SHALL OBTAIN A PERMIT FROM THE TOWN OF HORIZON CITY PRIOR TO CUTTING ANY EXISTING COUNTY ROADS FOR INSTALLATION OF UTILITIES, CONSTRUCTION OF DRIVEWAYS, OR ANY OTHER PURPOSE.
10. HUNT HORIZON CROSSING, LLC, HAS PROVIDED ADEQUATE STORM RUNOFF AND PONDING PROVISIONS PRIOR TO SALE OF ANY PROPERTY.
11. HUNT HORIZON CROSSING, LLC, THE SUBDIVIDER OF VERDANCIA UNIT TWO HAS INSTALLED ALL UTILITY SERVICE LINES TO THE PROPERTY LINES, UNLESS OTHERWISE APPROVED IN WRITING.
12. ROADS WILL NOT BE MAINTAINED BY THE TOWN OF HORIZON CITY UNTIL PAVED BY HUNT HORIZON CROSSING, LLC, AND LEGALLY APPROVED AND ACCEPTED.
13. IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 232.025(6), IT IS HEREBY EXPRESSED THAT ALL PURCHASE CONTRACTS MADE BETWEEN HUNT HORIZON CROSSING, LLC, AND A PURCHASER OF LAND IN THIS SUBDIVISION WILL CONTAIN A STATEMENT DESCRIBING WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THIS SUBDIVISION.
14. POSTAL SERVICE WITHIN THE SUBDIVISION WILL BE PROVIDED USING NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
15. ALL PUBLIC STORMWATER INFRASTRUCTURE, DRAINAGE EASEMENT AND PUBLIC PONDING AREA TO BE MAINTAINED AND OPERATED BY THE TOWN OF HORIZON CITY.
16. LOT 49, BLOCK 8, SHALL BE FOR COMMERCIAL USE ONLY.
17. LOT 21, BLOCK 4, SHALL BE FOR AN AMENITY SITE USE ONLY.
18. LOT OWNERS ARE RESPONSIBLE FOR MAINTAINING SIDEWALKS, PARKWAYS AND DRIVEWAYS ABUTTING THEIR PROPERTY, INCLUDING DOUBLE FRONTAGE LOTS.
19. LOT OWNER FOR LOT 49, BLOCK 8 AND LOT 21, BLOCK 4 SHALL OBTAIN APPROVAL FROM THE TOWN OF HORIZON CITY PRIOR TO COMMERCIAL OR AMENITY SITE LOT DEVELOPMENT. GRADING & DRAINAGE PLANS PREPARED BY A TEXAS LICENSED ENGINEER IS REQUIRED FOR EACH INDIVIDUAL LOT TO BE SUBMITTED FOR REVIEW & APPROVAL BY THE TOWN OF HORIZON CITY.
20. PUBLIC PARKS ARE TO BE MAINTAIN BY THE TOWN OF HORIZON CITY.
21. LANDSCAPE EASEMENTS AT EYEBROWS AND CUL-DE-SACS ARE TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA).
22. LANDSCAPE COMMON OPEN SPACE (C.O.S.) (BLOCK 1: LOT 1, BLOCK 2: LOT 34, LOT 35, LOT 36, LOT 37, LOT 53, LOT 61, BLOCK 3: LOT 20, BLOCK 4: LOT 12, LOT 19, LOT 23, LOT 24, LOT 25, LOT 26, LOT 27, BLOCK 5: LOT 18, BLOCK 6: LOT 15, LOT 16, LOT 17, LOT 18, LOT 19, BLOCK 7: LOT 22, BLOCK 8: LOT 50, LOT 51) ARE TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA).
23. REFER TO THE TOWN OF HORIZON CITY CODE OF ORDINANCES CHAPTER 14 OPEN SPACE REGULATIONS IN EFFECT.
24. NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH RESIDENTIAL LOT.
25. THE BUILDER WILL CONSTRUCT A 5' WIDE CONCRETE SIDEWALK AS PART OF THE CONSTRUCTION OF VERDANCIA UNIT TWO. THESE SIDEWALKS ARE LOCATED ALONG THE FRONT, REAR, AND SIDES OF EACH LOT WHERE THE LOT ABUTS A PUBLIC DEDICATED ROAD, UNLESS OTHERWISE NOTED ON THE SUBDIVISION IMPROVEMENTS PLANS.
26. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE OWNED OR LEASED TO, AND MAINTAINED BY THE TOWN OF HORIZON CITY IN ACCORDANCE WITH ITS RULES AND REGULATIONS.
27. THE BUILDER SHALL CONSTRUCT CONCRETE DRIVEWAYS BETWEEN THE STREET CURB AND THE PROPERTY LINE AS PART OF THE CONSTRUCTION OF BUILDING IMPROVEMENTS.
28. ALL UTILITY EASEMENTS ARE 10' WIDE UNLESS OTHERWISE SPECIFIED ON DRAWINGS.
29. VEHICULAR ACCESS TO THOSE RESIDENTIAL LOTS ABUTTING EASTLAKE BOULEVARD SHALL BE FROM OTHER DEDICATED STREETS ONLY. THE INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.

   INSTRUMENT NO._____, DATE_____.
30. LOT 22, BLOCK 4 AND LOT 48, BLOCK 8 ARE DESIGNATED AS PUBLIC PONDING AREAS AND RETENTION PONDS. NO DWELLING/OCCUPANCY SHALL BE PERMITTED ON THESE LOTS. THESE LOTS SHALL BE DEDICATED TO AND MAINTAINED BY THE TOWN OF HORIZON CITY.
31. SIDEWALKS & OPEN SPACE IMPROVEMENTS NOT DEDICATED TO THE TOWN OF HORIZON CITY SHALL BE MAINTAINED BY THE HOMEOWNER ASSOCIATION IN PLACE AND SHOULD THE HOA FAIL, THE CURRENT PROPERTY OWNER (HUNT COMMUNITIES LLC) SHALL BE RESPONSIBLE FOR ALL MAINTENANCE.

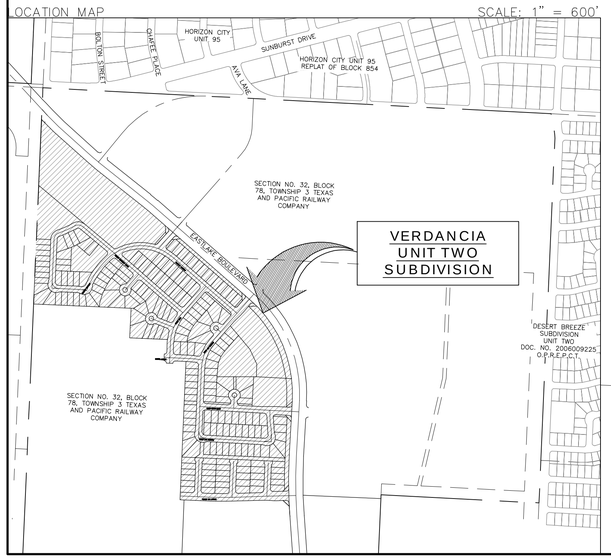
BENCHMARK ELEVATIONS

DESCRIPTION	NORTHING	EASTING	ELEVATION	LOCATION
NO. 1 CITY MONUMENT	10635794.02	476327.71	4036.93	CENTERLINE INTERSECTION OF PASEO DEL ESTE BLVD. AND DESERT VALLEY DRIVE
NO. 2 CITY MONUMENT	10634150.08	475620.38	4040.25	CENTERLINE INTERSECTION OF DESERT MIST DRIVE AND DESERT SPRING DRIVE
NO. 3 5/8" IRON ROD SET	10633308.30	477760.38	4045.30	ALONG EAST R.O.W. OF PASEO DEL ESTE BLVD. 1330' NORTH OF EASTLAKE BLVD.
NO. 4 CITY MONUMENT	10632055.92	477283.28	4042.87	CENTERLINE INTERSECTION OF EASTLAKE BLVD. AND PASEO DEL ESTE BLVD.



LOCATION MAP

SCALE: 1" = 600'



LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- TOP OF CURB
- SIDEWALK
- PROPERTY LINE
- STREET CENTERLINE
- 10' UTILITY EASEMENT (10' U.E)
- 5' IRRIGATION EASEMENT
- 1 (3) LOT AND BLOCK NUMBER
- U.S. POSTAL SERVICE DELIVERY COLLECTION BOX
- ◉ PROPOSED MONUMENT
- △ EXISTING MONUMENT
- ● 5/8" IRON ROD W/ZWA CAP SET
- ● 1/2" IRON ROD W/ZWA CAP SET

BEARING BASIS:

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VERTICAL DATUM:

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SCHOOL DISTRICT

CLINT INDEPENDENT SCHOOL DISTRICT
14521 HORIZON BOULEVARD,
EL PASO, TEXAS 79928

LOTS	QUANTITY	AREA (ac)
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(IN FEET)
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CEA GROUP

ENGINEER
813 N. Kansas St.
Suite 300
El Paso, TX 79902
915.544.5232
www.ceagroup.net
TEXAS REGISTERED ENGINEERING FIRM F-4564
CONTACT: JORGE GRAJEDA, P.E.

SURVEYOR
ZWA
Zamora, L.L.C.
Professional Land Surveyors
1510 Zaragosa Road, Suite B-8 • El Paso, TX 79936
Office: (915) 955-9009 • Fax: (915) 855-9012
CONTACT: G. RENE ZAMORA, R.P.L.S.

OWNER/DEVELOPER
HUNT HORIZON CROSSING, LLC
601 NORTH MESA, SUITE 1900
EL PASO, TEXAS 79902
VOICE (915) 298-0418
CONTACT: JOSE LARES, P.E.

DATE OF PREPARATION: NOVEMBER 2025

VERDANCIA UNIT TWO SUBDIVISION

BEING A PORTION OF SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS.
CONTAINING 69.31 ACRES ±

SHEET 3 OF 4

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	1560.00'	140.53'	70.31'	140.49'	S45°18'23"E	005°09'41"
C2	1560.00'	101.26'	50.65'	101.24'	S49°44'48"E	003°43'08"
C3	1440.00'	69.74'	34.88'	69.73'	S50°13'08"E	002°46'29"
C4	1040.00'	942.54'	506.42'	910.62'	S22°52'05"E	051°55'36"
C5	4060.00'	376.01'	188.14'	375.87'	S00°26'32"W	005°18'23"
C6	4060.00'	30.00'	15.00'	30.00'	S02°42'03"E	000°25'24"
C7	200.00'	17.31'	8.66'	17.30'	N89°10'01"W	004°57'30"
C8	200.00'	17.31'	8.66'	17.30'	N89°10'01"W	004°57'30"
C9	1532.00'	110.31'	55.18'	110.29'	N89°35'00"W	004°07'33"
C10	20.00'	31.42'	20.00'	28.28'	S47°28'46"W	090°00'00"
C11	20.00'	31.42'	20.00'	28.28'	N42°31'14"W	090°00'00"
C12	20.00'	31.42'	20.00'	28.28'	N47°28'46"E	090°00'00"
C13	427.00'	25.12'	12.56'	25.11'	N04°09'53"E	003°22'13"
C14	410.00'	143.54'	72.51'	142.81'	N58°51'32"W	020°03'34"
C15	350.00'	170.16'	86.80'	168.49'	S27°14'34"W	027°51'21"
C16	350.00'	32.81'	16.42'	32.80'	N84°50'05"W	005°22'18"
C17	400.00'	132.60'	66.91'	131.99'	S11°58'35"W	018°59'36"
C18	400.00'	137.52'	69.44'	136.84'	S31°19'19"W	019°41'52"
C19	400.00'	7.80'	3.90'	7.80'	N49°23'16"W	001°07'02"
C20	410.00'	123.10'	62.02'	122.64'	S48°39'18"W	017°12'10"
C21	650.00'	189.19'	95.27'	188.52'	S31°42'55"W	016°40'35"
C22	57.00'	72.91'	42.40'	68.04'	N60°01'19"E	073°17'24"
C23	650.00'	44.43'	22.22'	44.42'	S21°25'08"W	003°55'00"
C24	400.00'	43.37'	21.70'	43.34'	N80°13'38"W	006°12'42"
C25	400.00'	31.23'	15.62'	31.23'	N85°34'12"W	004°28'26"
C26	57.00'	89.54'	57.00'	80.61'	S42°31'14"E	090°00'00"
C27	57.00'	67.45'	38.30'	63.58'	S36°22'39"W	067°47'46"
C28	969.00'	152.07'	76.19'	151.92'	N65°46'47"E	008°59'31"
C29	57.00'	68.41'	39.01'	64.38'	N84°19'53"W	068°46'11"
C30	410.00'	385.38'	208.25'	371.35'	S84°11'02"W	053°51'18"
C31	350.00'	66.19'	33.19'	66.09'	S07°53'50"W	010°50'08"
C32	600.00'	100.49'	50.36'	100.37'	S01°44'57"E	009°35'46"
C33	600.00'	49.94'	24.98'	49.92'	N04°09'46"W	004°46'07"
C34	57.00'	94.39'	62.07'	83.97'	N45°39'34"E	094°52'35"
C35	600.00'	61.91'	30.98'	61.88'	N01°10'38"E	005°54'42"
C36	57.00'	88.92'	56.39'	80.17'	S42°12'41"E	089°22'55"
C37	1500.00'	108.01'	54.03'	107.99'	S89°35'00"E	004°07'33"
C38	20.00'	31.13'	19.72'	28.08'	S43°45'39"W	089°11'09"
C39	4060.00'	30.00'	15.00'	30.00'	S00°37'13"E	000°25'24"
C40	4095.00'	33.24'	16.62'	33.24'	S00°40'07"E	000°27'54"
C41	4095.00'	47.55'	23.77'	47.55'	S00°06'12"E	000°39'55"
C42	4095.00'	48.31'	24.15'	48.31'	S00°34'02"W	000°40'33"
C43	4095.00'	48.86'	24.43'	48.86'	S01°14'49"W	000°41'01"
C44	4095.00'	55.93'	27.97'	55.93'	S01°58'49"W	000°46'57"
C45	4095.00'	285.80'	142.96'	285.74'	S01°05'54"W	003°59'56"
C46	4060.00'	248.29'	124.18'	248.25'	S01°20'36"W	003°30'14"
C47	4095.00'	30.00'	15.00'	30.00'	S02°34'53"W	000°25'11"
C48	4095.00'	21.91'	10.95'	21.91'	S02°56'40"W	000°18'23"
C49	20.00'	31.41'	20.00'	28.28'	S41°54'13"E	089°59'50"
C50	20.00'	26.36'	15.49'	24.49'	S55°20'11"W	075°31'21"
C51	20.00'	7.03'	3.55'	6.99'	S07°30'29"W	020°08'04"
C52	573.00'	39.88'	19.95'	39.87'	N04°33'11"W	003°59'16"
C53	627.00'	32.47'	16.24'	32.47'	N05°03'49"W	002°58'02"
C54	627.00'	5.56'	2.78'	5.56'	N03°19'32"W	000°30'30"
C55	40.00'	12.88'	6.49'	12.82'	N12°17'34"W	018°26'34"
C56	70.00'	39.60'	20.34'	39.07'	N05°18'31"W	032°24'41"
C57	70.00'	35.54'	18.16'	35.16'	N25°26'28"E	029°05'16"
C58	70.00'	52.95'	27.82'	51.70'	N61°39'21"E	043°20'30"
C59	70.00'	35.73'	18.26'	35.34'	S82°03'06"E	029°14'35"
C60	40.00'	13.59'	6.86'	13.53'	S77°09'58"E	019°28'20"
C61	40.00'	14.68'	7.42'	14.60'	N82°34'56"E	021°01'51"
C62	70.00'	12.54'	6.29'	12.53'	N77°11'59"E	010°15'56"
C63	70.00'	30.26'	15.37'	30.02'	S85°17'03"E	024°45'59"
C64	70.00'	31.35'	15.94'	31.08'	S60°04'21"E	025°39'25"
C65	70.00'	35.38'	18.07'	35.00'	S32°46'00"E	028°57'18"
C66	70.00'	38.26'	19.62'	37.79'	S02°37'49"E	031°19'04"
C67	70.00'	12.81'	6.42'	12.79'	S18°16'10"W	010°28'55"
C68	40.00'	14.68'	7.42'	14.60'	S12°59'42"W	021°01'51"
C69	377.00'	22.36'	11.18'	22.35'	S04°10'42"W	003°23'52"
C70	20.00'	30.73'	19.32'	27.79'	S38°08'09"E	088°01'34"
C71	323.00'	30.28'	15.15'	30.27'	S84°50'05"E	005°22'18"
C72	20.00'	31.42'	20.00'	28.28'	S47°28'46"W	090°00'00"
C73	15.00'	23.56'	15.00'	21.21'	S42°31'14"E	090°00'00"
C74	15.00'	23.56'	15.00'	21.21'	N47°28'46"E	090°00'00"
C75	20.00'	31.42'	20.00'	28.28'	N42°31'14"W	090°00'00"
C76	1468.00'	10.80'	5.40'	10.80'	S87°43'52"E	000°25'18"
C77	1468.00'	99.61'	49.82'	99.59'	S89°53'09"E	003°53'15"
C78	20.00'	29.91'	18.55'	27.20'	S45°19'30"W	085°41'27"
C79	15.00'	23.56'	15.00'	21.21'	S42°31'14"E	090°00'00"
C80	15.00'	23.56'	15.00'	21.21'	N47°28'46"E	090°00'00"

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C81	20.00'	32.86'	21.49'	29.28'	N44°35'00"W	094°07'33"
C82	20.00'	29.98'	18.61'	27.25'	S45°25'00"W	085°52'27"
C83	15.00'	23.56'	15.00'	21.21'	S42°31'14"E	090°00'00"
C84	15.00'	23.56'	15.00'	21.21'	N47°28'46"E	090°00'00"
C85	20.00'	32.86'	21.49'	29.28'	N44°35'00"W	094°07'33"
C86	20.00'	5.27'	2.65'	5.25'	S85°33'00"W	015°05'44"
C87	20.00'	29.95'	18.58'	27.23'	S44°00'28"E	085°47'20"
C88	627.00'	59.46'	29.75'	59.44'	S03°49'49"E	005°26'01"
C89	573.00'	47.69'	23.86'	47.67'	S04°09'46"E	004°46'07"
C90	30.00'	49.68'	32.67'	44.19'	S45°39'34"W	094°52'35"
C91	30.00'	15.38'	7.87'	15.22'	S72°12'41"E	029°22'55"
C92	30.00'	31.42'	17.32'	30.00'	S27°31'14"E	060°00'00"
C93	20.00'	26.36'	15.49'	24.49'	S40°14'27"W	075°31'21"
C94	20.00'	26.36'	15.49'	24.49'	S49°08'28"E	075°31'21"
C95	20.00'	4.84'	2.43'	4.83'	S04°27'00"E	013°51'34"
C96	323.00'	78.78'	39.59'	78.59'	S09°28'02"W	013°58'30"
C97	323.00'	79.90'	40.15'	79.69'	S23°32'27"W	014°10'21"
C98	323.00'	59.44'	29.80'	59.36'	S35°53'56"W	010°32'37"
C99	400.00'	29.27'	14.64'	29.26'	N43°16'00"E	004°11'31"
C100	400.00'	29.27'	14.64'	29.26'	N43°16'00"E	004°11'31"
C101	20.00'	32.30'	20.91'	28.90'	N87°26'24"E	092°32'18"
C102	1040.00'	30.00'	15.00'	30.00'	S45°27'52"E	001°39'10"
C103	1040.00'	687.84'	357.03'	675.37'	S25°41'27"E	037°53'41"
C104	995.00'	692.31'	360.83'	678.43'	N27°10'14"W	039°51'57"
C105	1040.00'	178.59'	89.51'	178.37'	S01°49'27"E	009°50'20"
C106	995.00'	179.48'	89.99'	179.24'	N02°04'12"W	010°20'07"
C107	20.00'	31.42'	20.00'	28.28'	S48°05'47"W	090°00'09"
C108	200.00'	11.68'	5.84'	11.68'	N88°34'32"W	003°20'47"
C109	200.00'	11.68'	5.84'	11.68'	N88°34'32"W	003°20'47"
C110	20.00'	26.36'	15.49'	24.49'	S49°08'28"E	075°31'21"
C111	20.00'	5.04'	2.53'	5.02'	S04°09'55"E	014°25'44"
C112	20.00'	16.69'	8.87'	16.21'	N26°57'37"E	047°49'21"
C113	50.00'	21.67'	11.01'	21.50'	N38°27'30"E	024°49'35"
C114	50.00'	48.68'	26.46'	46.78'	N01°50'42"W	055°46'50"
C115	50.00'	60.00'	34.21'	56.46'	N64°06'42"W	068°45'09"
C116	20.00'	12.92'	6.69'	12.70'	N59°40'37"E	037°00'44"
C117	50.00'	39.83'	21.04'	38.79'	S58°41'27"W	045°38'33"
C118	50.00'	48.62'	26.43'	46.73'	S08°00'36"W	055°43'10"
C119	50.00'	21.75'	11.05'	21.58'	S32°18'42"E	024°55'26"
C120	20.00'	16.69'	8.87'	16.21'	S20°51'44"E	047°49'21"
C121	20.00'	5.07'	2.55'	5.06'	N10°18'44"E	014°31'34"
C122	20.00'	26.36'	15.49'	24.49'	N55°20'11"E	075°31'21"
C123	20.00'	5.05'	2.54'	5.04'	N33°55'55"E	014°28'39"
C124	20.00'	32.27'	20.88'	28.88'	S87°23'56"W	092°27'23"
C125	50.00'	23.70'	12.08'	23.48'	N59°57'11"W	027°09'37"
C126	50.00'	37.99'	19.96'	37.08'	S84°42'05"W	043°31'50"
C127	50.00'	37.99'	19.96'	37.08'	S41°10'15"W	043°31'50"
C128	50.00'	37.99'	19.96'	37.08'	S02°21'35"E	043°31'50"
C129	50.00'	23.70'	12.08'	23.48'	S37°42'19"E	027°09'37"
C130	20.00'	32.27'	20.88'	28.88'	S05°03'27"E	092°27'23"
C131	377.00'	42.51'	21.28'	42.49'	S37°56'25"W	006°27'39"
C132	377.00'	99.92'	50.25'	99.63'	S27°07'02"W	015°11'07"
C133	20.00'	27.34'	16.29'	25.26'	S58°41'16"W	078°19'36"
C134	377.00'	7.28'	3.64'	7.28'	N82°42'06"W	001°06'20"
C135	377.00'	28.07'	14.04'	28.06'	N85°23'15"W	004°15'57"
C136	20.00'	31.42'	20.00'	28.28'	N42°31'14"W	090°00'00"
C137	373.00'	12.11'	6.06'	12.11'	S03°24'35"W	001°51'38"
C138	373.00'	75.15'	37.70'	75.02'	S10°06'43"W	011°32'38"
C139	373.00'	71.57'	35.90'	71.46'	S21°22'52"W	010°59'40"
C140	373.00'	71.57'	35.90'	71.46'	S32°22'32"W	010°59'40"
C141	373.00'	21.47'	10.74'	21.47'	S39°31'18"W	003°17'53"
C142	20.00'	5.05'	2.54'	5.04'	S48°24'34"W	014°28'39"
C143	20.00'	26.36'	15.49'	24.49'	N86°35'26"W	075°31'21"
C144	20.00'	26.36'	15.49'	24.49'	S11°04'05"E	075°31'21"
C145	263.00'	15.14'	7.57'	15.14'	S39°31'18"W	003°17'53"
C146	263.00'	50.47'	25.31'	50.39'	S32°22'32"W	010°59'40"
C147	263.00'	158.39'	81.68'	156.01'	S23°55'03"W	034°30'23"
C148	263.00'	50.47'	25.31'	50.39'	S21°22'52"W	010°59'40"
C149	263.00'	49.41'	24.78'	49.34'	S10°30'05"W	010°45'54"
C150	263.00'	7.09'	3.55'	7.09'	S05°53'30"W	001°32'44"
C151	487.00'	45.66'	22.85'	45.64'	N84°50'05"W	005°22'18"
C152	487.00'	36.26'	18.14'	36.25'	N85°23'15"W	004°15'57"
C153	487.00'	9.40'	4.70'	9.40'	N82°42'06"W	001°06'20"
C154	20.00'	5.05'	2.54'	5.04'	S56°04'05"E	014°28'39"
C155	437.00'	37.87'	18.95'	37.86'	N51°18'43"W	004°57'56"
C156	437.00'	45.47'	22.75'	45.45'	N56°46'32"W	005°57'41"
C157	20.00'	8.87'	4.51'	8.80'	S47°03'14"E	025°24'16"
C158	20.00'	26.36'	15.49'	24.49'	S03°24'34"W	075°31'21"
C159	20.00'	31.41'	20.00'	28.28'	N86°10'07"E	089°59'45"
C160	20.00'	31.41'	20.00'	28.28'	S03°49'28"E	089°59'25"

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C161	20.00'	26.36'	15.49'	24.49'	N78°55'55"E	075°31'21"
C162	20.00'	31.42'	20.00'	28.28'	S03°49'45"E	090°00'00"
C163	383.00'	12.34'	6.17'	12.34'	N49°45'09"W	001°50'48"
C164	383.00'	48.54'	24.30'	48.51'	N54°18'23"W	007°15'41"
C165	383.00'	51.64'	25.86'	51.60'	N61°48'00"W	007°43'32"
C166	383.00'	311.96'	165.22'	303.41'	N88°59'50"W	046°40'08"
C167	20.00'	41.06'	33.03'	34.22'	N08°51'39"E	117°36'54"
C168	427.00'	8.33'	4.16'	8.33'	N49°23'16"W	001°07'02"
C169	20.00'	31.42'	20.00'	28.28'	S86°10'15"W	090°00'00"
C170	20.00'	29.31'	18.00'	26.76'	S26°32'41"E	083°57'52"
C171	427.00'	71.45'	35.81'	71.37'	S10°38'37"W	009°35'16"
C172	537.00'	3.20'	1.60'	3.20'	S09°26'41"W	000°20'31"
C173	20.00'	33.39'	22.08'	29.65'	N45°16'09"E	095°39'25"
C174	1468.00'	110.41'	55.23'	110.38'	N89°40'30"W	004°18'33"
C175	627.00'	38.04'	19.02'	38.03'	N04°48'33"W	003°28'33"
C176	20.00'	31.41'	20.00'	28.28'	N03°49'38"W	089°59'45"
C177	20.00'	22.62'	12.69'	21.43'	S73°34'03"W	064°47'37"
C178	437.00'	3.90'	1.95'	3.90'	N74°17'28"W	000°30'39"
C179	437.00'	334.04'	175.66'	325.97'	S83°33'19"W	043°47'47"
C180	20.00'	23.87'	13.59'	22.48'	N84°08'41"W	068°23'47"
C181	84.00'	100.82'	57.48'	94.88'	N84°19'53"W	068°46'11"
C182	942.00'	147.83'	74.07'	147.68'	S65°46'47"W	008°59'31"
C183	84.00'	99.39'	56.44'	93.70'	S36°22'39"W	067°47'46"
C184	40.00'	14.57'	7.36'	14.49'	S12°54'42"W	020°51'52"
C185	70.00'	22.92'	11.57'	22.82'	S13°57'45"W	018°45'47"
C186	70.00'	37.43'	19.18'	36.99'	S10°44'20"E	030°38'24"
C187	70.00'	36.86'	18.87'	36.44'	S41°08'43"E	030°10'22"
C188	70.00'	36.47'	18.66'	36.06'	S71°09'31"E	029°51'14"
C189	70.00'	27.24'	13.80'	27.07'	N82°45'53"E	022°17'58"
C190	40.00'	14.57'	7.36'	14.49'	N82°02'50"E	020°51'52"
C191	40.00'	16.64'	8.44'	16.52'	N75°36'17"W	023°49'53"
C192	40.00'	2.64'	1.32'	2.64'	N61°47'45"W	003°47'12"
C193	70.00'	45.33'	23.49'	44.54'	S78°27'16"E	037°06'16"
C194	70.00'	35.00'	17.87'	34.64'	N68°40'07"E	028°38'58"
C195	70.00'	35.00'	17.87'	34.64'	N40°01'09"E	028°38'58"
C196	70.00'	32.07'	16.32'	31.79'	N12°34'09"E	026°15'02"
C197	40.00'	18.54'	9.44'	18.38'	N12°43'26"E	026°33'36"
C198	623.00'	7.61'	3.80'	7.61'	S26°21'13"W	000°41'59"
C199	623.00'	57.42'	28.73'	57.39'	S29°20'38"W	005°16'49"
C200	623.00'	57.38'	28.71'	57.36'	S34°37'20"W	005°16'36"
C201	623.00'	30.37'	15.19'	30.36'	S38°39'25"W	002°47'34"
C202	383.00'	39.90'	19.97'	39.88'	S43°02'16"W	005°58'07"
C203	383.00'	39.01'	19.52'	38.99'	S48°56'24"W	005°50'09"
C204	20.00'	27.30'	16.25'	25.23'	S89°02'39"E	078°11'44"
C205	373.00'	7.27'	3.64'	7.27'	S49°23'16"E	001°07'02"
C206	537.00'	42.46'	21.24'	42.44'	S38°54'21"W	004°31'48"
C207	537.00'	44.36'	22.19'	44.35'	S38°48'15"W	004°44'00"
C208	537.00'	47.67'	23.85'	47.66'	S34°05'51"W	005°05'12"
C209	537.00'	137.58'	69.17'	137.21'	N29°05'52"E	014°40'46"
C210	537.00'	47.67'	23.85'	47.66'	S29°00'39"W	005°05'12"
C211	537.00'	54.67'	27.36'	54.65'	S23°33'03"W	005°50'01"
C212	537.00'	117.01'	58.74'	116.77'	S15°30'57"W	012°29'03"
C213	537.00'	103.27'	51.79'	103.11'	S15°07'30"W	011°01'07"
C214	20.00'	31.42'	20.00'	28.28'	S03°49'45"E	090°00'00"
C215	20.00'	3.77'	1.89'	3.77'	N83°35'18"E	010°48'37"
C216	50.00'	53.99'	29.96'	51.40'	S58°03'40"W	061°51'51"
C217	50.00'	31.36'	16.22'	30.85'	S09°09'30"W	035°56'29"
C218	50.00'	34.91'	18.20'	34.20'	S28°48'50"E	040°00'11"
C219	50.00'	34.91'	18.20'	34.20'	S68°49'00"E	040°00'11"
C220	50.00'	31.35'	16.21'	30.84'	N73°13'01"E	035°55'47"
C221	50.00'	54.02'	29.99'	51.43'	N24°18'00"E	061°54'14"
C222	20.00'	7.31'	3.70'	7.27'	S03°49'26"W	020°57'05"
C223	20.00'	9.38'	4.78'	9.29'	S27°44'07"W	026°52'16"
C224	20.00'	31.42'	20.00'	28.28'	N86°10'15"E	090°00'00"
C225	20.00'	29.63'	18.29'	27.00'	S06°23'02"E	084°53'27"
C226	427.00'	63.74'	31.93'	63.68'	S31°47'06"W	008°33'11"
C227	20.00'	29.31'	18.00'	26.76'	S69°29'27"W	083°57'52"
C228	20.00'	15.76'	8.32'	15.36'	S45°57'02"E	045°09'10"
C229	20.00'	0.93'	0.47'	0.93'	S22°02'22"E	002°40'11"
C230	50.00'	49.06'	26.71'	47.12'	N48°48'58"W	056°13'25"
C231	50.00'	34.01'	17.69'	33.36'	S83°35'04"W	038°58'31"
C232	50.00'	36.12'	18.89'	35.34'	S43°24'13"W	041°23'10"
C233	50.00'	36.12'	18.89'	35.34'	S02°01'02"W	041°23'10"
C234	50.00'	32.10'	16.63'	31.55'	S37°04'05"E	036°47'04"
C235	50.00'	48.38'	26.27'	46.51'	S83°10'42"E	055°26'12"
C236	50.00'	4.76'	2.38'	4.76'	N66°22'37"E	005°27'10"
C237	20.00'	16.69'	8.87'	16.21'	N87°33'42"E	047°49'21"
C238	677.00'	116.14'	58.21'	115.99'	S28°17'30"W	009°49'44"
C239	30.00'	38.37'	22.32'	35.81'	S60°01'19"W	073°17'24"
C240	427.00'	24.41'	12.21'	24.40'	N84°58'14"W	003°16'30"

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C241	30.00'	47.12'	30.00'	42.43'	N42°31'12"W	089°59'57"
C242	30.00'	35.50'	20.16'	33.46'	N36°22'39"E	067°47'46"
C243	996.00'	30.11'	15.06'	30.11'	N69°24'34"E	001°43'55"
C244	996.00'	48.04'	24.02'	48.04'	N67°09'43"E	002°45'49"
C245	996.00'	48.04'	24.02'	48.04'	N64°23'54"E	002°45'49"
C246	996.00'	30.12'	15.06'	30.12'	N62°09'00"E	001°43'58"
C247	30.00'	36.01'	20.53'	33.88'	S84°19'53"E	068°46'11"
C248	20.00'	34.68'	23.56'	30.50'	S00°16'14"E	099°21'06"
C249	437.00'	71.33'	35.74'	71.25'	N44°43'46"E	009°21'06"
C250	677.00'	80.91'	40.50'	80.86'	S36°37'47"W	006°50'51"
C251	1118.50'	132.23'	66.19'	132.16'	N70°26'24"E	006°46'26"
C252	1118.50'	103.14'	51.61'	103.10'	N71°11'07"E	005°17'00"
C253	1118.50'	53.95'	26.98'	53.94'	N67°09'43"E	002°45'49"
C254	1118.50'	53.95'	26.98'	53.94'	N64°23'54"E	002°45'49"
C255	1118.50'	101.20'	50.63'	101.16'	N60°25'28"E	005°11'02"
C256	1118.50'	131.42'	65.79'	131.34'	N61°11'55"E	006°43'55"
C257	1118.50'	48.58'	24.29'	48.58'	N65°48'32"E	002°29'19"
C262	20.00'	31.12'	19.71'	28.08'	N47°04'03"W	089°09'25"
C263	427.00'	6.80'	3.40'	6.80'	N87°03'51"W	000°54'45"
C264	70.00'	163.81'	165.25'	128.91'	N45°31'40"E	134°05'03"
C265	70.00'	160.59'	155.19'	127.62'	S42°12'41"E	131°26'36"
C266	30.00'	46.80'	29.68'	42.20'	N42°12'41"W	089°22'55"
C267	20.00'	31.63'	20.22'	28.44'	N47°47'19"E	090°37'05"
C268	20.00'	31.40'	19.98'	28.27'	N41°55'36"W	089°57'05"
C269	50.00'	240.55'	45.30'	67.14'	N86°57'04"W	275°38'43"
C270	20.00'	31.43'	20.02'	28.30'	S48°04'24"W	090°02'55"
C271	20.00'	31.20'	19.79'	28.13'	N42°12'41"W	089°22'55"
C272	323.00'	218.12'	113.40'	214.00'	N21°49'31"E	038°41'28"
C273	377.00'	35.34'	17.69'	35.33'	N84°50'05"W	005°22'18"
C274	373.00'	251.88'	130.96'	247.12'	N21°49'31"E	038°41'28"
C275	20.00'	31.42'	20.00'	28.28'	N86°10'15"E	090°00'00"
C276	20.00'	31.42'	20.00'	28.28'	S03°49'45"E	090°00'00"
C277	50.00'	161.37'	1165.59'	99.91'	S41°10'15"W	184°54'45"
C278	377.00'	142.43'	72.07'	141.58'	S30°20'52"W	021°38'46"
C279	20.00'	31.42'	20.00'	28.28'	S86°10'15"W	090°00'00"
C280	437.00'	83.34'	41.80'	83.22'	N54°17'33"W	010°55'37"
C281	20.00'	35.23'	24.23'	30.85'	N09°17'34"W	100°55'37"
C282	383.00'	424.49'	237.02'	403.09'	S80°34'50"E	063°30'09"
C283	437.00'	337.94'	177.92'	329.58'	S83°48'39"W	044°18'26"
C284	50.00'	240.55'	45.30'	67.14'	S21°28'23"W	275°38'43"
C285	20.00'	16.69'	8.87'	16.21'	N44°36'57"W	047°49'21"
C286	20.00'	16.69'	8.87'	16.21'	N17°15'34"E	047°49'21"
C287	50.00'	240.55'	45.30'	67.14'	S48°49'45"E	275°38'43"
C288	20.00'	16.69'	8.87'	16.21'	S65°04'55"W	047°49'21"
C289	383.00'	78.91'	39.59'	78.77'	N45°57'21"E	011°48'16"
C290	623.00'	152.77'	76.77'	152.38'	N33°01'43"E	014°02'59"
C291	70.00'	147.41'	122.86'	121.64'	N59°46'15"E	120°39'13"
C292	40.00'	19.28'	9.83'	19.09'	S73°42'41"E	027°37'05"
C293	70.00'	160.94'	156.23'	127.76'	S42°31'14"E	131°43'44"
C294	427.00'	31.21'	15.61'	31.20'	N85°25'36"W	004°11'15"
C295	996.00'	156.31'	78.32'	156.15'	N65°46'47"E	008°59'31"
C296	677.00'	197.05'	99.22'	196.35'	S31°42'55"W	016°40'35"

LABELS DELETED	
C258	L115
C259	
C260	
C261	

LINE TABLE		
LINE	BEARING	LENGTH
L1	S42°45'38"E	8.15'
L2	S88°21'14"W	56.48'
L3	N86°41'16"W	63.67'
L4	N87°31'14"W	90.00'
L5	N87°31'14"W	54.00'
L6	N02°28'46"E	54.00'
L7	N02°28'46"E	77.89'
L8	S41°10'15"W	182.60'
L9	N45°21'46"E	66.48'
L10	S48°49'45"E	50.00'
L11	S82°08'56"E	70.54'
L12	S02°28'46"W	47.00'
L13	S87°31'14"E	47.00'
L14	S41°10'15"W	7.19'
L15	S40°03'12"W	38.99'
L16	S87°31'14"E	57.00'
L17	S02°28'46"W	57.00'
L18	S03°02'56"W	111.49'
L19	S41°10'15"W	42.72'
L20	S06°32'50"E	53.37'
L21	N86°54'08"W	58.87'
L22	N86°54'08"W	56.39'
L23	N02°28'46"E	56.39'
L24	N88°21'14"E	185.03'
L25	N88°21'14"E	48.01'
L26	N02°28'46"E	30.00'
L27	S02°28'46"W	10.93'
L28	S02°28'46"W	8.81'
L29	S02°28'46"W	30.00'
L30	N02°28'46"E	30.00'
L31	S02°28'46"W	10.51'
L32	N02°28'46"E	8.16'
L33	S02°28'46"W	30.00'
L34	N02°28'46"E	30.00'
L35	S02°28'46"W	11.00'
L36	N02°28'46"E	11.00'
L37	S02°28'46"W	30.00'
L38	N88°21'14"E	30.00'
L39	S41°54'13"E	49.88'
L40	N03°05'43"E	30.27'
L41	S41°54'13"E	71.09'
L42	S86°54'08"E	30.27'
L43	S41°54'13"E	21.21'
L44	S86°54'08"E	82.93'
L45	N88°21'14"E	30.00'
L46	S02°21'00"E	19.71'
L47	N62°29'53"E	60.03'
L48	N82°08'56"W	82.62'
L49	S40°03'12"W	38.99'
L50	S68°31'37"E	202.05'

LINE TABLE		
LINE	BEARING	LENGTH
L51	S82°08'56"E	22.18'
L52	S02°28'46"W	10.60'
L53	S02°28'46"W	30.39'
L54	S86°54'08"E	27.29'
L55	S86°54'08"E	12.39'
L56	N47°07'54"W	70.89'
L57	N06°32'50"W	19.46'
L58	S06°32'50"E	27.86'
L59	S06°32'50"E	25.52'
L60	S02°28'46"W	0.86'
L61	S41°10'15"W	14.53'
L62	S87°40'58"W	6.96'
L63	S41°10'15"W	30.00'
L64	S87°40'58"W	70.07'
L65	S87°40'58"W	63.11'
L66	N86°54'08"W	46.10'
L67	N40°03'12"E	38.99'
L68	N03°05'43"E	11.94'
L69	N03°05'43"E	30.00'
L70	S48°05'47"W	70.71'
L71	S86°54'08"E	30.00'
L72	S48°05'47"W	64.01'
L73	S03°05'52"W	15.00'
L74	N03°02'56"E	12.66'
L75	N89°51'00"W	21.58'
L76	N43°49'29"E	20.44'
L77	S03°02'56"W	12.58'
L78	N05°55'48"E	8.99'
L79	N20°37'16"E	10.82'
L80	N20°37'16"E	56.41'
L81	N32°14'

VERDANCIA UNIT TWO SUBDIVISION

BEING A PORTION OF SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS.
CONTAINING 69.31 ACRES ±

SHEET 4 OF 4

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 2	1	5929 sq.ft.
BLOCK 2	2	5502 sq.ft.
BLOCK 2	3	5502 sq.ft.
BLOCK 2	4	5502 sq.ft.
BLOCK 2	5	5607 sq.ft.
BLOCK 2	6	5701 sq.ft.
BLOCK 2	7	6349 sq.ft.
BLOCK 2	8	6349 sq.ft.
BLOCK 2	9	6349 sq.ft.
BLOCK 2	10	6609 sq.ft.
BLOCK 2	11	6781 sq.ft.
BLOCK 2	13	6550 sq.ft.
BLOCK 2	14	6550 sq.ft.
BLOCK 2	15	5902 sq.ft.
BLOCK 2	16	5625 sq.ft.
BLOCK 2	17	5511 sq.ft.
BLOCK 2	18	5511 sq.ft.
BLOCK 2	19	5511 sq.ft.
BLOCK 2	20	5511 sq.ft.
BLOCK 2	21	6063 sq.ft.
BLOCK 2	22	5814 sq.ft.
BLOCK 2	23	5546 sq.ft.
BLOCK 2	24	5546 sq.ft.
BLOCK 2	25	5546 sq.ft.
BLOCK 2	26	5546 sq.ft.
BLOCK 2	27	5959 sq.ft.
BLOCK 2	28	5959 sq.ft.
BLOCK 2	29	5546 sq.ft.
BLOCK 2	29	5546 sq.ft.
BLOCK 2	30	5546 sq.ft.
BLOCK 2	31	5546 sq.ft.
BLOCK 2	32	5546 sq.ft.
BLOCK 2	33	5814 sq.ft.
BLOCK 2	34	1151 sq.ft.
BLOCK 2	35	20140 sq.ft.
BLOCK 2	36	1178 sq.ft.
BLOCK 2	37	1571 sq.ft.
BLOCK 2	38	7509 sq.ft.
BLOCK 2	39	6809 sq.ft.
BLOCK 2	40	5776 sq.ft.
BLOCK 2	41	6471 sq.ft.
BLOCK 2	42	13415 sq.ft.
BLOCK 2	43	6154 sq.ft.
BLOCK 2	44	5595 sq.ft.
BLOCK 2	45	5521 sq.ft.
BLOCK 2	46	5551 sq.ft.
BLOCK 2	47	5581 sq.ft.
BLOCK 2	48	5611 sq.ft.
BLOCK 2	49	5641 sq.ft.
BLOCK 2	50	5671 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 2	51	5701 sq.ft.
BLOCK 2	52	5704 sq.ft.
BLOCK 2	53	25256 sq.ft.
BLOCK 2	54	12381 sq.ft.
BLOCK 2	55	10020 sq.ft.
BLOCK 2	56	5699 sq.ft.
BLOCK 2	57	5921 sq.ft.
BLOCK 2	58	5990 sq.ft.
BLOCK 2	59	5990 sq.ft.
BLOCK 2	60	5990 sq.ft.
BLOCK 2	61	3150 sq.ft.
BLOCK 2	62	5700 sq.ft.
BLOCK 2	63	5700 sq.ft.
BLOCK 2	64	5700 sq.ft.
BLOCK 2	65	5700 sq.ft.
BLOCK 2	66	5700 sq.ft.
BLOCK 2	67	5847 sq.ft.
BLOCK 3	1	6036 sq.ft.
BLOCK 3	2	6074 sq.ft.
BLOCK 3	3	6074 sq.ft.
BLOCK 3	4	6074 sq.ft.
BLOCK 3	5	6074 sq.ft.
BLOCK 3	6	6074 sq.ft.
BLOCK 3	7	6074 sq.ft.
BLOCK 3	8	6074 sq.ft.
BLOCK 3	9	6422 sq.ft.
BLOCK 3	10	6474 sq.ft.
BLOCK 3	11	5512 sq.ft.
BLOCK 3	12	5512 sq.ft.
BLOCK 3	13	5512 sq.ft.
BLOCK 3	14	5512 sq.ft.
BLOCK 3	15	5512 sq.ft.
BLOCK 3	16	5512 sq.ft.
BLOCK 3	17	5512 sq.ft.
BLOCK 3	18	5512 sq.ft.
BLOCK 3	19	5707 sq.ft.
BLOCK 4	1	6961 sq.ft.
BLOCK 4	2	6104 sq.ft.
BLOCK 4	3	6104 sq.ft.
BLOCK 4	4	6826 sq.ft.
BLOCK 4	5	7215 sq.ft.
BLOCK 4	6	7227 sq.ft.
BLOCK 4	7	6357 sq.ft.
BLOCK 4	8	5877 sq.ft.
BLOCK 4	9	5885 sq.ft.
BLOCK 4	10	5893 sq.ft.
BLOCK 4	11	5835 sq.ft.
BLOCK 4	13	6013 sq.ft.
BLOCK 4	14	8950 sq.ft.
BLOCK 4	15	13098 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 4	16	16263 sq.ft.
BLOCK 4	17	8835 sq.ft.
BLOCK 4	18	6011 sq.ft.
BLOCK 4	19	1800 sq.ft.
BLOCK 4	20	69166 sq.ft.
BLOCK 4	21	135347 sq.ft.
BLOCK 4	22	79333 sq.ft.
BLOCK 4	23	1164 sq.ft.
BLOCK 4	24	9661 sq.ft.
BLOCK 4	25	31455 sq.ft.
BLOCK 4	26	1205 sq.ft.
BLOCK 5	1	8320 sq.ft.
BLOCK 5	2	13928 sq.ft.
BLOCK 5	3	9046 sq.ft.
BLOCK 5	4	16724 sq.ft.
BLOCK 5	5	11930 sq.ft.
BLOCK 5	6	7636 sq.ft.
BLOCK 5	7	6696 sq.ft.
BLOCK 5	8	6409 sq.ft.
BLOCK 5	9	6323 sq.ft.
BLOCK 5	10	6851 sq.ft.
BLOCK 5	11	6712 sq.ft.
BLOCK 5	12	6712 sq.ft.
BLOCK 5	13	6269 sq.ft.
BLOCK 5	14	6079 sq.ft.
BLOCK 5	15	6079 sq.ft.
BLOCK 5	16	6079 sq.ft.
BLOCK 5	17	6078 sq.ft.
BLOCK 5	18	4199 sq.ft.
BLOCK 6	1	5605 sq.ft.
BLOCK 6	2	5649 sq.ft.
BLOCK 6	3	5649 sq.ft.
BLOCK 6	4	5649 sq.ft.
BLOCK 6	5	5649 sq.ft.
BLOCK 6	6	5649 sq.ft.
BLOCK 6	7	5649 sq.ft.
BLOCK 6	8	5649 sq.ft.
BLOCK 6	9	5649 sq.ft.
BLOCK 6	11	5649 sq.ft.
BLOCK 6	12	5649 sq.ft.
BLOCK 6	13	5670 sq.ft.
BLOCK 6	14	5875 sq.ft.
BLOCK 6	15	1363 sq.ft.
BLOCK 6	16	1164 sq.ft.
BLOCK 6	17	18251 sq.ft.
BLOCK 6	18	1164 sq.ft.
BLOCK 6	19	1239 sq.ft.
BLOCK 7	1	6529 sq.ft.
BLOCK 7	2	5928 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 7	3	5928 sq.ft.
BLOCK 7	4	5928 sq.ft.
BLOCK 7	5	5928 sq.ft.
BLOCK 7	6	5928 sq.ft.
BLOCK 7	7	5927 sq.ft.
BLOCK 7	8	5711 sq.ft.
BLOCK 7	9	5544 sq.ft.
BLOCK 7	10	6529 sq.ft.
BLOCK 7	11	5910 sq.ft.
BLOCK 7	12	5910 sq.ft.
BLOCK 7	13	5910 sq.ft.
BLOCK 7	14	5910 sq.ft.
BLOCK 7	15	5910 sq.ft.
BLOCK 7	16	5910 sq.ft.
BLOCK 7	17	5910 sq.ft.
BLOCK 7	18	5910 sq.ft.
BLOCK 7	19	5910 sq.ft.
BLOCK 7	20	5910 sq.ft.
BLOCK 7	21	5910 sq.ft.
BLOCK 7	22	18068 sq.ft.
BLOCK 8	1	5541 sq.ft.
BLOCK 8	2	5625 sq.ft.
BLOCK 8	3	5987 sq.ft.
BLOCK 8	4	5850 sq.ft.
BLOCK 8	5	16186 sq.ft.
BLOCK 8	6	12005 sq.ft.
BLOCK 8	7	7891 sq.ft.
BLOCK 8	8	11461 sq.ft.
BLOCK 8	9	6457 sq.ft.
BLOCK 8	10	6542 sq.ft.
BLOCK 8	11	5843 sq.ft.
BLOCK 8	12	6055 sq.ft.
BLOCK 8	13	5724 sq.ft.
BLOCK 8	14	5724 sq.ft.
BLOCK 8	15	5632 sq.ft.
BLOCK 8	16	7559 sq.ft.
BLOCK 8	17	9148 sq.ft.
BLOCK 8	18	8542 sq.ft.
BLOCK 8	19	16534 sq.ft.
BLOCK 8	20	9334 sq.ft.
BLOCK 8	21	5587 sq.ft.
BLOCK 8	22	6050 sq.ft.
BLOCK 8	23	7496 sq.ft.
BLOCK 8	24	5515 sq.ft.
BLOCK 8	25	5571 sq.ft.
BLOCK 8	26	5519 sq.ft.
BLOCK 8	27	5534 sq.ft.
BLOCK 8	28	5555 sq.ft.
BLOCK 8	29	5611 sq.ft.
BLOCK 8	30	7049 sq.ft.

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
BLOCK 8	31	7645 sq.ft.
BLOCK 8	32	5563 sq.ft.
BLOCK 8	33	5582 sq.ft.
BLOCK 8	34	5600 sq.ft.
BLOCK 8	35	5600 sq.ft.
BLOCK 8	36	5516 sq.ft.
BLOCK 8	37	7762 sq.ft.
BLOCK 8	38	12290 sq.ft.
BLOCK 8	39	8154 sq.ft.
BLOCK 8	40	5504 sq.ft.
BLOCK 8	41	5520 sq.ft.
BLOCK 8	42	5520 sq.ft.
BLOCK 8	43	5520 sq.ft.
BLOCK 8	44	5520 sq.ft.
BLOCK 8	45	5520 sq.ft.
BLOCK 8	46	5520 sq.ft.
BLOCK 8	47	5520 sq.ft.
BLOCK 8	48	85331 sq.ft.
BLOCK 8	49	479225 sq.ft.
BLOCK 8	50	1892 sq.ft.
BLOCK 8	51	1164 sq.ft.
BLOCK 9	1	9033 sq.ft.
BLOCK 9	2	5880 sq.ft.
BLOCK 9	3	5880 sq.ft.
BLOCK 9	4	5880 sq.ft.
BLOCK 9	5	6659 sq.ft.
BLOCK 9	6	6003 sq.ft.
BLOCK 9	7	6003 sq.ft.
BLOCK 9	8	9364 sq.ft.
BLOCK 9	9	9324 sq.ft.
BLOCK 9	10	6247 sq.ft.
BLOCK 9	11	6247 sq.ft.
BLOCK 9	12	9224 sq.ft.
BLOCK 9	13	7365 sq.ft.
BLOCK 9	14	6393 sq.ft.
BLOCK 9	15	48480 sq.ft.

LEGAL DESCRIPTION

DESCRIPTION OF A 69.310 ACRE TRACT OF LAND SITUATED IN SECTION 32, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, BEING A PORTION OF THAT CERTAIN REMAINING PORTION OF 227.6496 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO HUNT COMMUNITIES HOLDING, LLC, OF RECORD IN DOCUMENT NO. 20010013820 OF THE OFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, BEING ALSO A PORTION OF THAT CERTAIN 44.766 ACRE TRACT OF LAND
AS DESCRIBED IN A DEED TO HUNT HORIZON CROSSING, LLC, OF RECORD IN DOCUMENT NO. 20070100989 AND DOCUMENT NO. 20070100990 OF THE OFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, BEING ALSO A PORTION OF THAT CERTAIN 85.419 ACRE TRACT OF LAND
AS DESCRIBED IN A DEED TO HUNT HORIZON CROSSING, LLC, OF RECORD IN DOCUMENT NO. 20240014415 OF THE OFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 7.871 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO HUNT HORIZON CROSSING, LLC, OF RECORD IN DOCUMENT NO. 20240014411 OF THE OFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, SAID 69.310 ACRE TRACT BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/4-inch iron pipe found for the southeast corner of Section No. 30, being also the southwest corner of Section No. 29, being also the northwest corner of Section No. 31, and being the northeast corner of said Section No. 32, all in Block 78, Township 3, Texas and Pacific Railway Company Surveys;

THENCE S 0228'46" E, with the common line of said Survey No. 31, and said Survey No. 32, for a distance of 265.74 feet to a 5/8" iron rod with cap stamped "ZWA" set on the southwest line of Eastlake Boulevard, a 120 foot right of way, and being on the west line of that certain remaining portion of said 227.6496 acre Hunt Communities Holdings, LLC tract, having Texas State Plane Grid Coordinate, (Central Zone, NAD 83, U.S. Feet, Combined Scale Factor 0.99977223) values of N= 10,628,619.84, E= 478,512.29, for the northwest corner and the POINT OF BEGINNING of the herein described tract;

THENCE, with the southwest line of said Eastlake Boulevard, crossing said remaining portion of said 227.6496-acre Hunt Communities Holdings, LLC tract, the north line of said 85.419-acre Hunt Horizon Crossing, LLC tract, the northeast line of said 7.871-acre Hunt Horizon Crossing, LLC tract, and the northeast line hereof, the following twelve (12) courses and distances:

1) S 42°45'38" E, for a distance of 8.15 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the left,

2) along said curve to the left, an arc distance of 140.53 feet, said curve having a radius of 1560.00 feet, a central angle of 05°09'41" and a chord bearing of S 45°18'23" E for a chord distance of 140.49 feet to a 5/8" iron rod with cap stamped "ZWA" set at the end of said curve,

3) S 47°53'14" E, for a distance of 372.24 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the left,

4) along said curve to the left, an arc distance of 101.26 feet, said curve having a radius of 1560.00 feet, a central angle of 03°43'08" and a chord bearing of S 49°44'48" E for a chord distance of 101.24 feet to a 5/8" iron rod with cap stamped "ZWA" set at the end of said curve,

5) S 51°36'22" E, for a distance of 488.79 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the right,

6) along said curve to the right, an arc distance of 69.74 feet, said curve having a radius of 1440.00 feet, a central angle of 02°46'29" and a chord bearing of S 50°13'08" E for a chord distance of 69.73 feet to a 5/8" iron rod with cap stamped "ZWA" set at the end of said curve,

7) S 48°49'53" E, for a distance of 1131.37 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the right,

8) along said curve to the right, an arc distance of 942.54 feet, said curve having a radius of 1040.00 feet, a central angle of 51°55'36" and a chord bearing of S 22°52'05" E for a chord distance of 910.62 feet to a 5/8" iron rod with cap stamped "ZWA" set at the end of said curve,

9) S 03°05'43" W, for a distance of 465.69 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the left,

10) along said curve to the left, an arc distance of 376.01 feet, said curve having a radius of 4060.00 feet, a central angle of 05°18'23" and a chord bearing of S 00°26'32" W for a chord distance of 375.87 feet to a 5/8" iron rod with cap stamped "ZWA" set at the end of said curve,

11) S 02°21'00" E, for a distance of 19.71 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the left, and

12) along said curve to the left, an arc distance of 30.00 feet, said curve having a radius of 4060.00 feet, a central angle of 00°25'24" and a chord bearing of S 02°42'03" E for a chord distance of 30.00 feet to a 5/8" iron rod with cap stamped "ZWA" set on the west line of said Eastlake Boulevard, being also the east line of said 44.766-acre Hunt Horizon Crossing, LLC tract, and being the southeast corner hereof;

THENCE, departing the west line of said Eastlake Boulevard, over and across said 44.766-acre Hunt Horizon Crossing, LLC tract, said 85.419-acre Hunt Horizon Crossing, LLC tract, and the remaining portion of said 227.6496-acre Hunt Communities Holdings, LLC tract, and with the south line hereof, the following twenty-one (21) courses and distances:

1) N 47°07'54" W, for a distance of 70.89 feet to a 5/8" iron rod with cap stamped "ZWA" set,

2) S 88°21'14" W, for a distance of 56.48 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the right,

3) along said curve to the right, an arc distance of 17.31 feet, said curve having a radius of 200.00 feet, a central angle of 04°57'30" and a chord bearing of N 89°10'01" W for a chord distance of 17.30 feet to a 5/8" iron rod with cap stamped "ZWA" set at the end of said curve,

4) N 86°41'16" W, for a distance of 63.67 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the left,

5) along said curve to the left, an arc distance of 17.31 feet, said curve having a radius of 200.00 feet, a central angle of 04°57'30" and a chord bearing of N 89°10'01" W for a chord distance of 17.30 feet to a 5/8" iron rod with cap stamped "ZWA" set at the end of said curve,

6) S 88°21'14" W, for a distance of 319.74 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the right,

7) along said curve to the right, an arc distance of 110.31 feet, said curve having a radius of 1532.00 feet, a central angle of 04°07'33" and a chord bearing of N 89°35'00" W for a chord distance of 110.29 feet to a 5/8" iron rod with cap stamped "ZWA" set at the end of said curve,

8) N 87°31'14" W, for a distance of 279.20 feet to a 5/8" iron rod with cap stamped "ZWA" set,

9) N 02°28'46" E, for a distance of 1159.64 feet to a 5/8" iron rod with cap stamped "ZWA" set,

10) N 87°31'14" W, for a distance of 90.00 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the left,

11) along said curve to the left, an arc distance of 31.42 feet, said curve having a radius of 20.00 feet, a central angle of 90°00'00" and a chord bearing of S 47°28'46" W for a chord distance of 28.28 feet to a 5/8" iron rod with cap stamped "ZWA" set at the end of said curve,

12) N 87°31'14" W, for a distance of 54.00 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the left,

13) along said curve to the left, an arc distance of 31.42 feet, said curve having a radius of 20.00 feet, a central angle of 90°00'00" and a chord bearing of N 42°31'14" W for a chord distance of 28.28 feet to a 5/8" iron rod with cap stamped "ZWA" set at the end of said curve,

14) N 02°28'46" E, for a distance of 54.00 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the left,

15) along said curve to the left, an arc distance of 31.42 feet, said curve having a radius of 20.00 feet, a central angle of 90°00'00" and a chord bearing of N 47°28'46" E for a chord distance of 28.28 feet to a 5/8" iron rod with cap stamped "ZWA" set at the end of said curve,

16) N 02°28'46" E, for a distance of 77.89 feet to a 5/8" iron rod with cap stamped "ZWA" set at the beginning of a curve to the right,

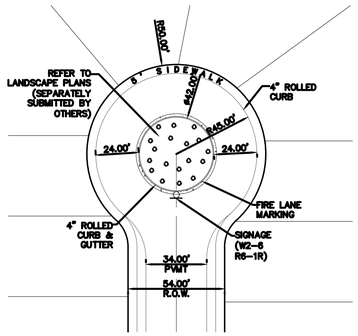
17) along said curve to the right, an arc distance of 25.12 feet, said curve having a radius of 427.00 feet, a central angle of 03°22'13" and a chord bearing of N 04°09'53" E for a chord distance of 25.11 feet to a 5/8" iron rod with cap stamped "ZWA" set at the end of said curve,

18) N 87°31'08" W, for a distance of 316.36 feet to a 5/8" iron rod with cap stamped "ZWA" set,

19) N 02°28'46" E, for a distance of 249.00 feet to a 5/8" iron rod with cap stamped "ZWA" set

20) N 87°31'14" W, for a distance of 817.00 feet to a 5/8" iron rod with cap stamped "ZWA" set

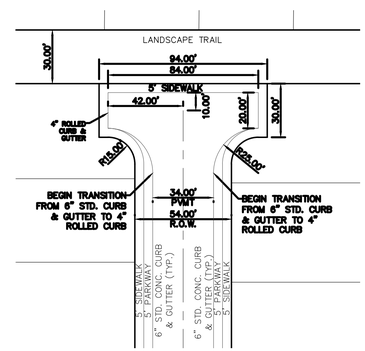
21) N 02°28'46" E, for a distance of 1549.06 feet to the POINT OF BEGINNING and containing 69.310 acres of land.



NOTES:

1. CUL-DE-SAC ISLAND LANDSCAPING TO BE MAINTAINED BY HOA.

TYPICAL CUL-DE-SAC LAYOUT
SCALE: N.T.S.



TYPICAL "T" CUL-DE-SAC LAYOUT
SCALE: N.T.S.

DATE OF PREPARATION: NOVEMBER 2025

TOWN OF HORIZON CITY
MEMORANDUM

Date: December 9, 2025

To: Honorable Mayor and Members of City Council

From: Art Rubio, Planning Director

SUBJECT: On the Preliminary Subdivision Plat application for Verdancia Unit 3 (Case No. SDP25-0005), legally described as Being A Portion Of Section 30, Block 78, Township 3, Texas And Pacific Railway Company Surveys, El Paso County, Texas. Containing 45.399 acres ±. Application submitted by Applicant/Representative: CEA Group.

On November 17, 2025, the Planning & Zoning Commission unanimously recommended approval of the Verdancia Unit 3 Preliminary Subdivision Plat.

The application meets all minimum requirements of a preliminary subdivision plat and staff recommends approval of Verdancia Unit 3 Preliminary Subdivision Plat.

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

TOWN OF HORIZON CITY
Planning and Zoning Commission Staff Report

Case No.: **SDP25-0005 Verdancia Unit 3 Preliminary**

Application Type: **Preliminary Subdivision Plat Application**
P&Z Hearing Date: November 17, 2025
Staff Contact: Art Rubio, Planning Director
915-852-1046, Ext. 407; arubio@horizoncity.org

Address/Location: East of Eastlake Blvd & North of Horizon Blvd.
Property ID Nos.:
Legal Description: Being A Portion Of Section 30, Block 78, Township 3, Texas And Pacific Railway Company Surveys, El Paso County, Texas. Containing 45.399 Acres ±
Property Owner: Hunt Horizon Crossing, LLC
Applicant/Rep.: CEA Group, Jorge Grajeda
Nearest Park: Horizon Mesa Park
Nearest School: Horizon Hish School and Horizon Middle School

SURROUNDING PROPERTIES:		
	Zoning	**Land Use**
N	Vacant	Residential
E	Vacant	Residential (El Paso County)
S	Vacant	PUD
W	Vacant	Residential
LAND USE AND ZONING:		
	Existing	**Proposed**
Land Use	Vacant	Residential Subdivision
Zoning	R-3 Residential	R-3 Residential

Application Description:
Preliminary Subdivision:
The proposed final plat residential subdivision includes 206 lots for single-family residential development, 1 commercial lot, 1 pond areas, 1 Public Parks, the smallest lot measuring approximately 5,500 sq. ft. and the largest lot measuring approximately 14,016 sq. ft. Internal 54 ft. residential sub-collector streets, a 68' feet residential collector street, a 69' collector arterial, and a 120' major arterial.

Cumulative Parkland Dedication:
Verdancia Unit 3 requires 0-acres of parkland dedication, and they carried 5.863-acres of parkland credit. $0 in park fees based on Horizon City's Cumulative parkland dedication and fee requirements. The applicant is proposing to satisfy the requirement through the dedication of 1.183-acres of parkland. The proposed dedication consists of 1 park, a 1.183-acre on the north part of the subdivision.

Staff Recommendation:
Staff recommends approval subject to addressing all pending comments prior to City Council Meeting.

Planning Division Comments:
~~No comments~~

Town Engineer Comments:
1. ~~Sec. 4.2.2.5: Provide features pertinent to subdivision such as any existing utilities with the size of sewer or water mains on Paseo del Este Blvd.~~
2. ~~2. Sec. 4.2.2.5: Provide acreage of each lot. Only square footage is shown.~~
3. ~~3. Sec. 4.2.2.9: Provide certification from utility and/or service agencies indicating their satisfaction with the location and extent of utility easements. The certification must also state whether utility services will be sufficient to serve the subdivision. If these certifications are not submitted with the preliminary plat, the City may forward the plat and a comment sheet to the agencies to request service information and easement location comments. A fee will be assessed to cover the associated cost.~~
4. ~~4. Add existing utilities to legend.~~
5. ~~5. Legend shows hatch for landscape/utility easements. Please show hatch on utility easements as well or revise legend.~~

El Paso 9-1-1 District Comments:
~~No objections~~

TxDOT Comments:
~~No objections~~

El Paso Electric Company:
~~Please change the 12' wide underground easement to 12' wide easement along Eastlake Blvd. Please also extend the 12' wide utility easement along Paseo Del Este Blvd.~~

Texas Gas Service:
~~Texas Gas Service has no comments.~~

El Paso Natural Gas / Kinder Morgan:
~~El Paso Natural Gas has no assets in that area.~~

Clint ISD:
~~No objections~~

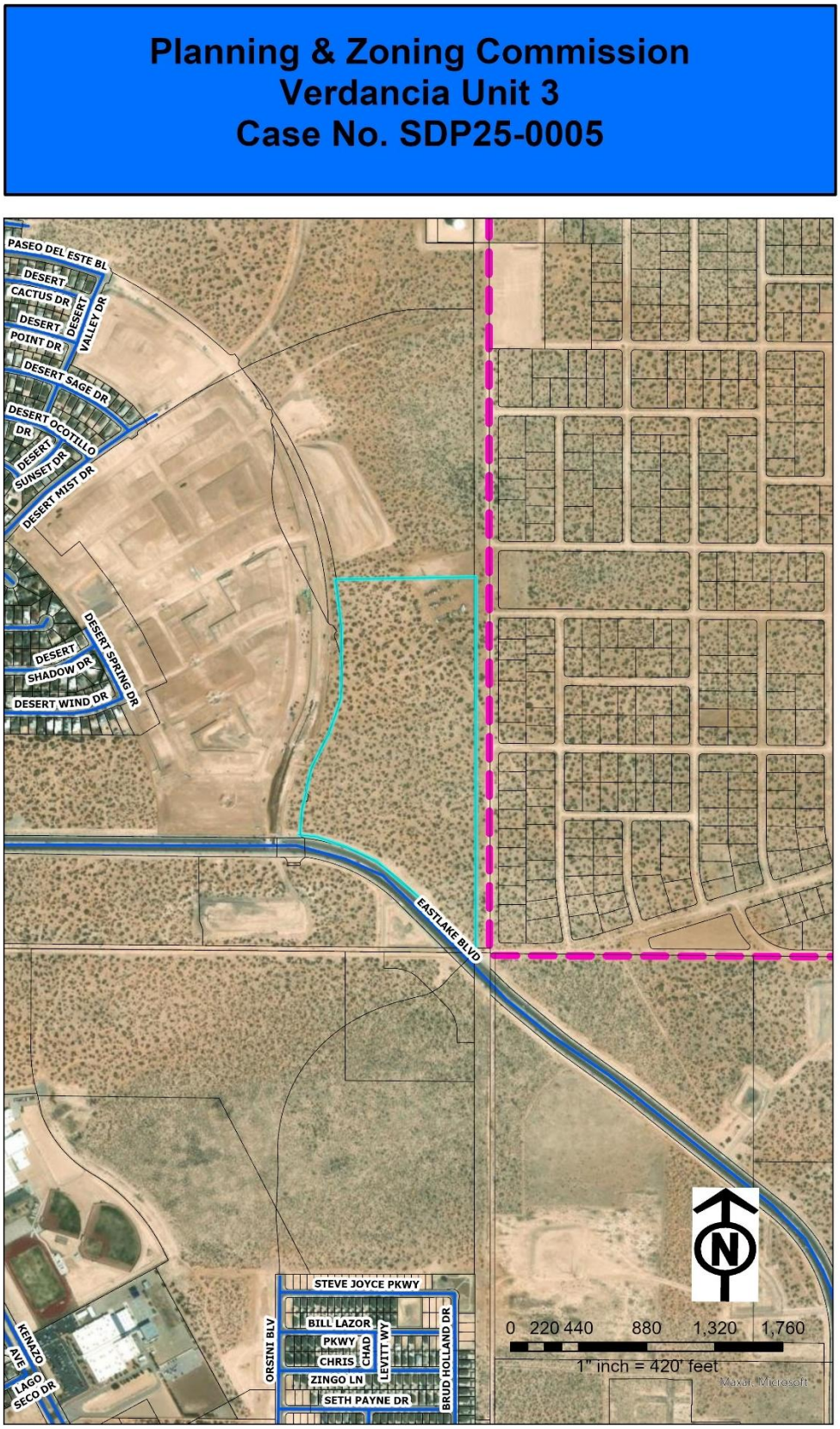
El Paso Central Appraisal District (EPCAD):
~~Change block number~~

HRMUD:
~~No objections~~

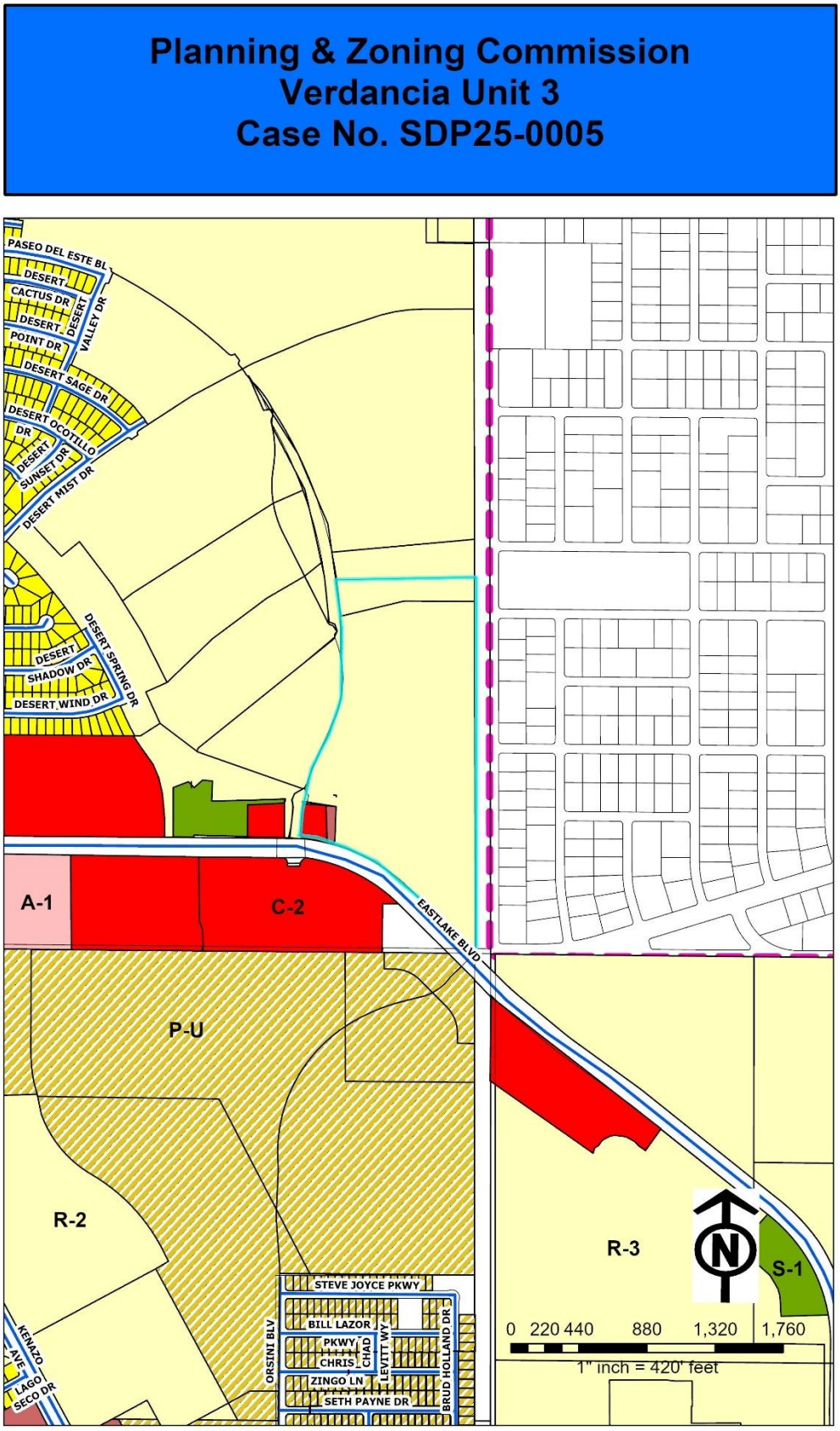
Attachments:

1 – Aerial
2 – Zoning Designation Map
3 – Location Map
4 – Preliminary Plat
5 – Existing and Proposed Right-of-Way Cross Section and Cul-De-Sacs
6 – Modification Request
7 – Application

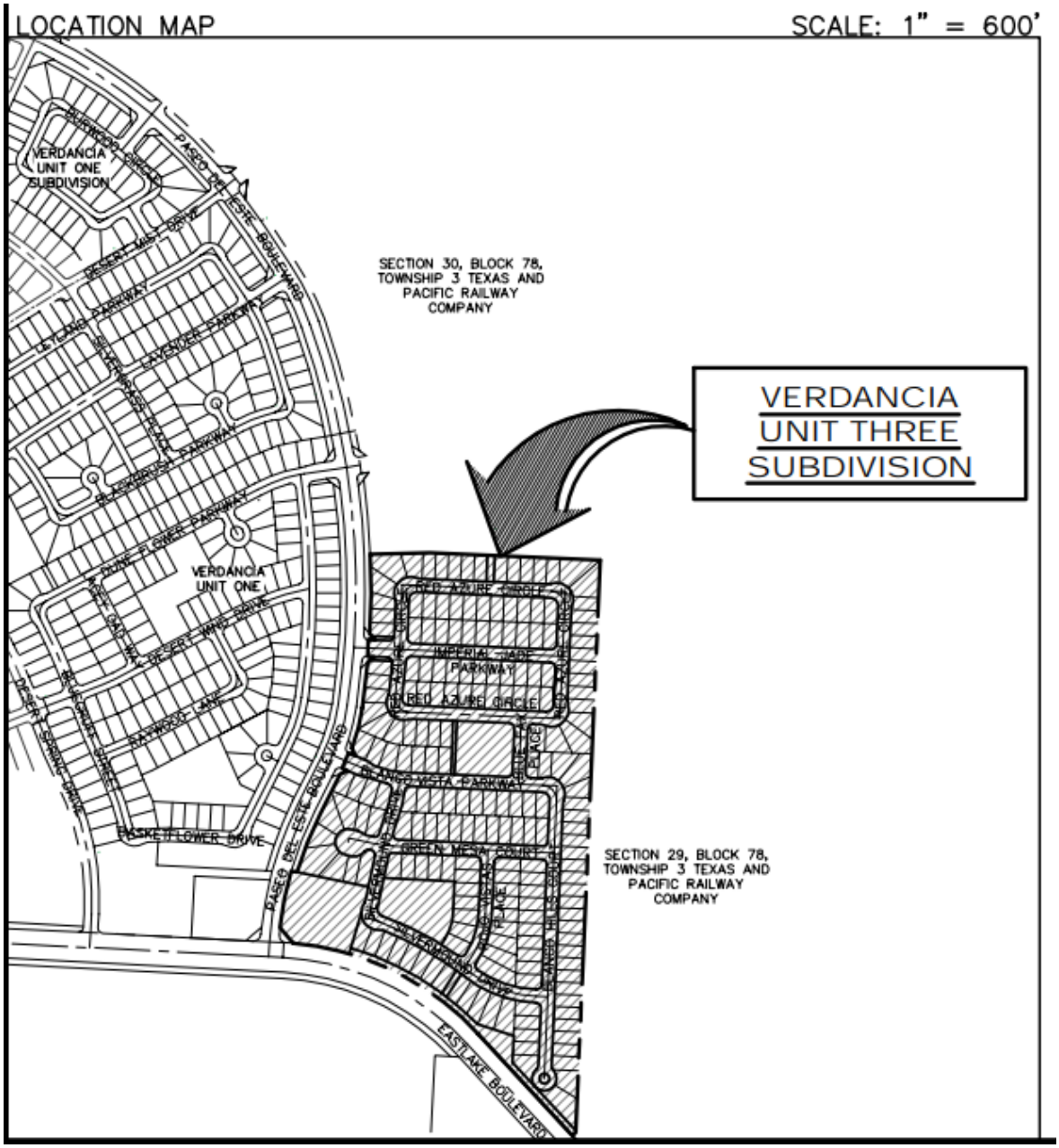
Attachment 1: Aerial Map



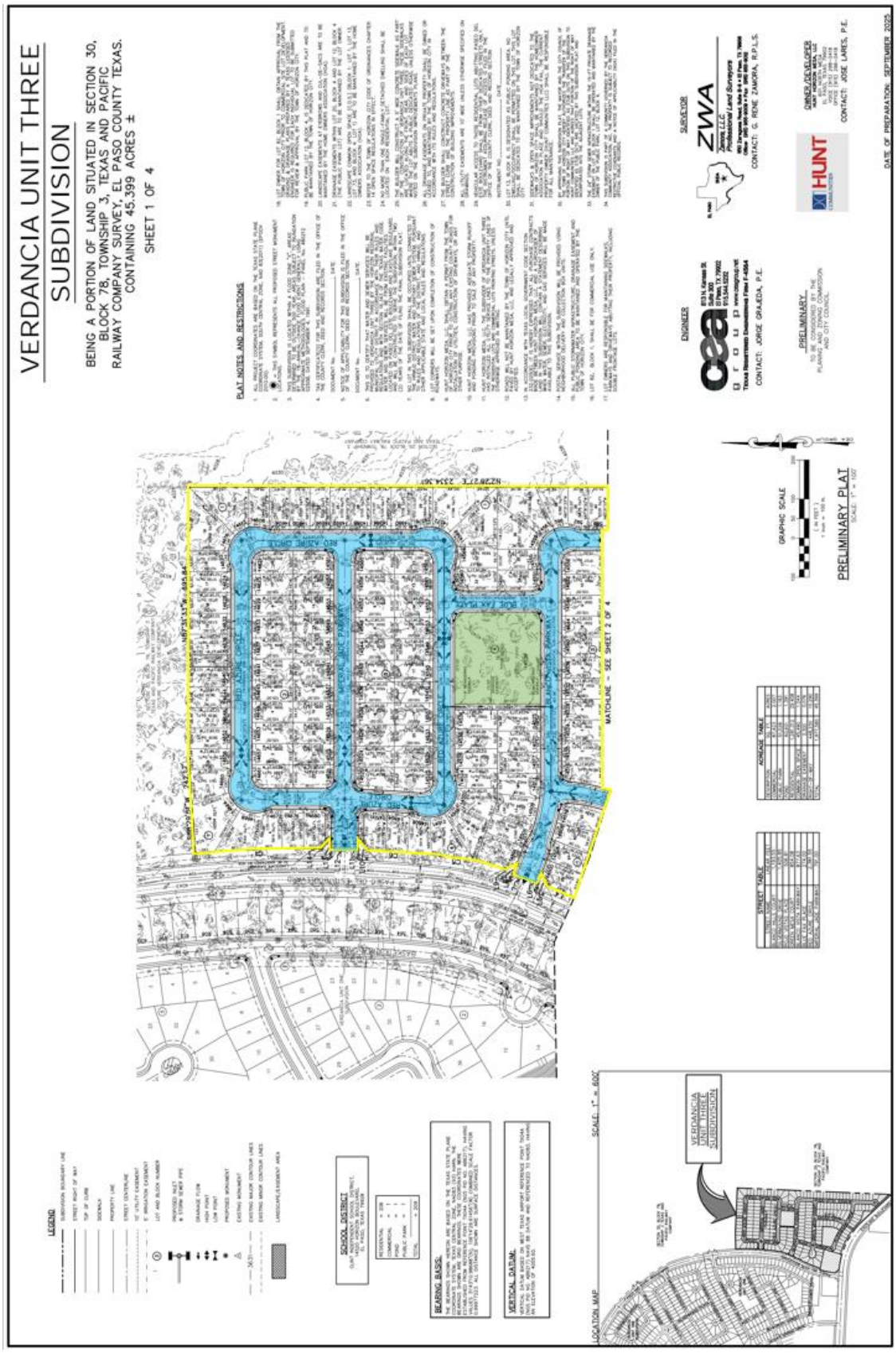
Attachment 2: Zoning Designation Map



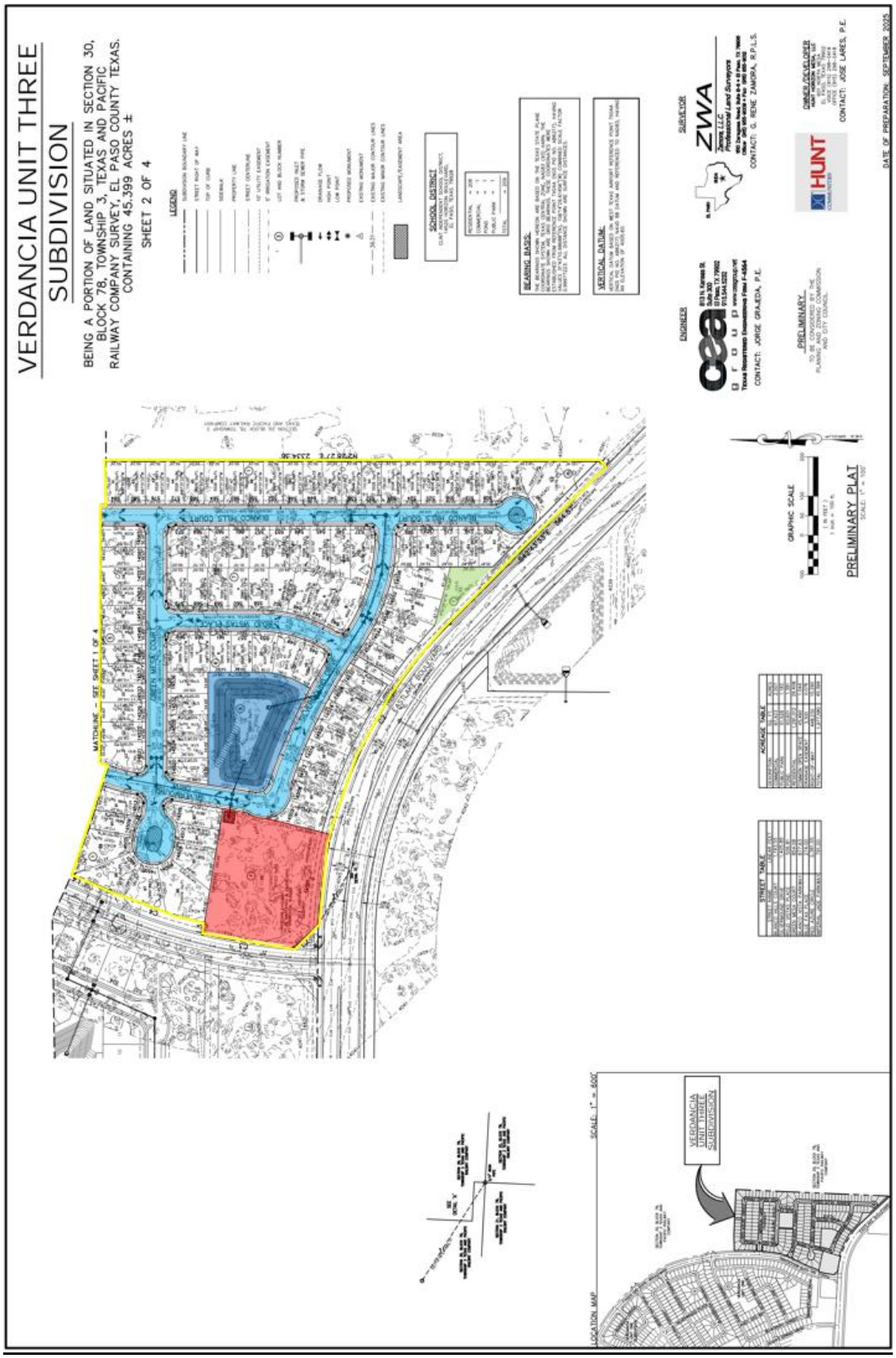
Attachment 3: Location Map



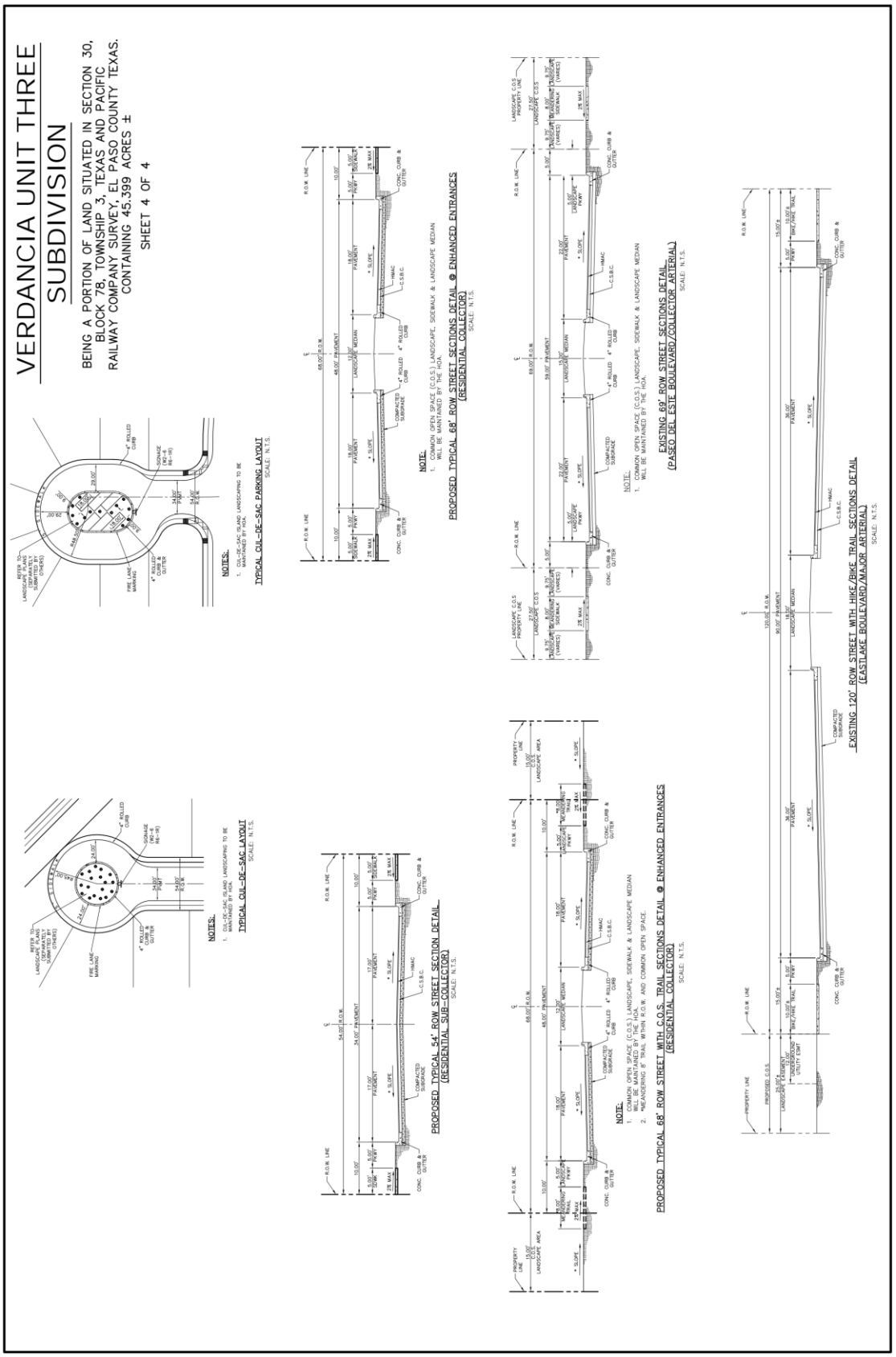
Attachment 4: Preliminary Subdivision Plat (North)



Attachment 4: Preliminary Subdivision Plat (South)



Attachment 5: Existing and Proposed Right-of-Way Cross Section and Cul-De-Sacs



Attachment 6: Modification Request

cea group

Uptown centre
813 N. Kansas St., Ste. 300
El Paso, TX 79902
915.544.5232
www.ceagroup.net

October 15, 2025

Town of Horizon City
14999 Darrington Road
Horizon City, Texas 79928

Attention: Mr. Art Rubio,
Chief Planner

Reference: Verdancia Unit Three Subdivision – Modification Request Letter

Dear Mr. Rubio:

Hunt Communities, GP, LLC is requesting the following modifications from the Town of Horizon City Subdivision Regulations.

1. Modification to use a 68-ft residential collector at enhanced neighborhood entrances. The 68-foot street right-of-way will consist of two 5-ft parkways, two 5-ft wide concrete sidewalks, two 18-ft wide pavement structures and a 12-ft raised landscape median with curbs & gutter. Landscape areas will be maintained by the HOA.

2. Modification to use a 68-ft street right-of-way with meandering trails at all local residential sub-collector streets at enhanced neighborhood entrances abutting common open space lots. The 68-ft street right-of-way will consist of two 5-ft parkways, 36-ft wide pavement structure with curb & gutter, a 12-ft raised landscape median and two 8-ft wide meandering trails. The 8-ft trails will meander within the street right-of-way parkway area and the adjacent 15-ft common open space landscape lot. This will provide a visually appealing and safe walking trail along this corridor. Landscape areas will be maintained by the HOA.

3. Modification to use 53.50-foot radius Cul-de-Sac streets with interior landscape/parking islands and outside travel lane roadway width of 24-feet. The proposed cul-de-sac and landscape/parking islands will enhance the neighborhood character, reduce the impervious surface, aid to eliminate typical cul-de-sac "stack" parking and maintain adequate room for emergency vehicle turning movement. Landscape areas will be maintained by the HOA.

On behalf of the developer and CEA Group, we thank you in advance for your prompt attention to this issue and look forward to a favorable consideration to our modifications request. If you have any questions, please do not hesitate to call me at (915) 544-5232 or email jgrajeda@ceagroup.net.

Sincerely,
CEA Group

Jorge Grajeda, P.E.
Project Manager

I-2090-030-verdancia unit three - thc modification request
JG/jg

Attachment: Preliminary Plat
cc: Jose Lares, P.E., Hunt Communities, LLC.

PUBLIC INFRASTRUCTURE. PRIVATE DEVELOPMENT.

Attachment 7: Application

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

MAJOR SUBDIVISION PRELIMINARY APPLICATION

SUBDIVISION PROPOSED NAME: Verdancia Unit Three Subdivision SUBMITTAL DATE: 10/21/25

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
Being a portion of land situated in section 30, block 78, township 3, texas and pacific railway company survey, el paso county texas. Containing 45.40 acres.

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	29.40	206	OFFICE		
DUPLEX			STREET & ALLEY	10.31	8
APARTMENT			PONDING & DRAINAGE	1.39	1
MOBILE HOME			INSTITUTIONAL		
P.U.D.			OTHER		
PARK (Min 1 acre)	1.18	1	C.O.S. & Landscape Trails	1.04	4
SCHOOL			Drainage Easement	0.08	
COMMERCIAL	2.00	1	TOTAL NO. SITES	45.40	222
INDUSTRIAL			TOTAL (GROSS) ACREAGE	45.40	

3. WHAT IS THE EXISTING ZONING OF THE PROPERTY DESCRIBED ABOVE? C1 & R3 PROPOSED ZONING C1 & R3

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

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

6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Surface flow to proposed storm sewer that will ultimately discharge into a proposed pond.

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

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

9. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES ☑ NO ☐
IF ANSWER IS "YES", PLEASE EXPLAIN THE NATURE OF THE MODIFICATION See attached modification request letter for proposed street R.O.W. & Cul-De-Sac.

10. WHAT TYPE OF LANDSCAPING IS PROPOSED? PARKWAY ☐ MEDIANS ☐ OTHER ☐ Parkways, common open space & medians.

11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES:

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

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

	(NAME & ADDRESS)	(EMAIL)	(PHONE)
14. OWNER OF RECORD	Hunt Horizon Mesa, LLC. 601 North Mesa, El Paso, Texas 79902	jose.lares@huntcompanies.com	915-504-4764
15. DEVELOPER	Hunt Horizon Mesa, LLC. 601 North Mesa, El Paso, Texas 79902	jose.lares@huntcompanies.com	915-504-4764
16. ENGINEER	CEA Group 813 N. Kansas St, Suite 300, El Paso, Texas 79902	jgrajeda@ceagroup.net	915-544-5232
17. APPLICANT	CEA Group 813 N. Kansas St, Suite 300, El Paso, Texas 79902	jgrajeda@ceagroup.net	915-544-5232
18. REP/POINT OF CONTACT	SAME AS APPLICANT		

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

Applicant Signature _____ EMAIL Jgrajeda@ceagroup.net

APPLICATION MUST BE COMPLETE & VALIDATED PRIOR TO SUBDIVISION PROCESSING
Acceptance of fee does not grant acceptance of application.
Non Refundable Deposit $800.00 | Application Fee: $1500.00

Page 1 of 2 Rev08OCT2024

VERDANCIA UNIT THREE SUBDIVISION

BEING A PORTION OF LAND SITUATED IN SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, EL PASO COUNTY TEXAS. CONTAINING 45.40 ACRES ±

SHEET 1 OF 4

LEGEND

- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- TOP OF CURB
- SIDEWALK
- PROPERTY LINE
- STREET CENTERLINE
- 10' UTILITY EASEMENT
- 5' IRRIGATION EASEMENT
- LOT AND BLOCK NUMBER
- PROPOSED INLET & STORM SEWER PIPE
- DRAINAGE FLOW
- HIGH POINT
- LOW POINT
- PROPOSED MONUMENT
- EXISTING MONUMENT
- EXISTING MAJOR CONTOUR LINES
- EXISTING MINOR CONTOUR LINES
- EXISTING WATER LINE
- EXISTING SEWER LINE
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING DOUBLE MOUNTED LIGHT (STEEL POLE) (2-65W LED)
- LANDSCAPE EASEMENT AREA

SCHOOL DISTRICT

CLINT INDEPENDENT SCHOOL DISTRICT,
14520 HORIZON BOULEVARD,
EL PASO, TEXAS 79928

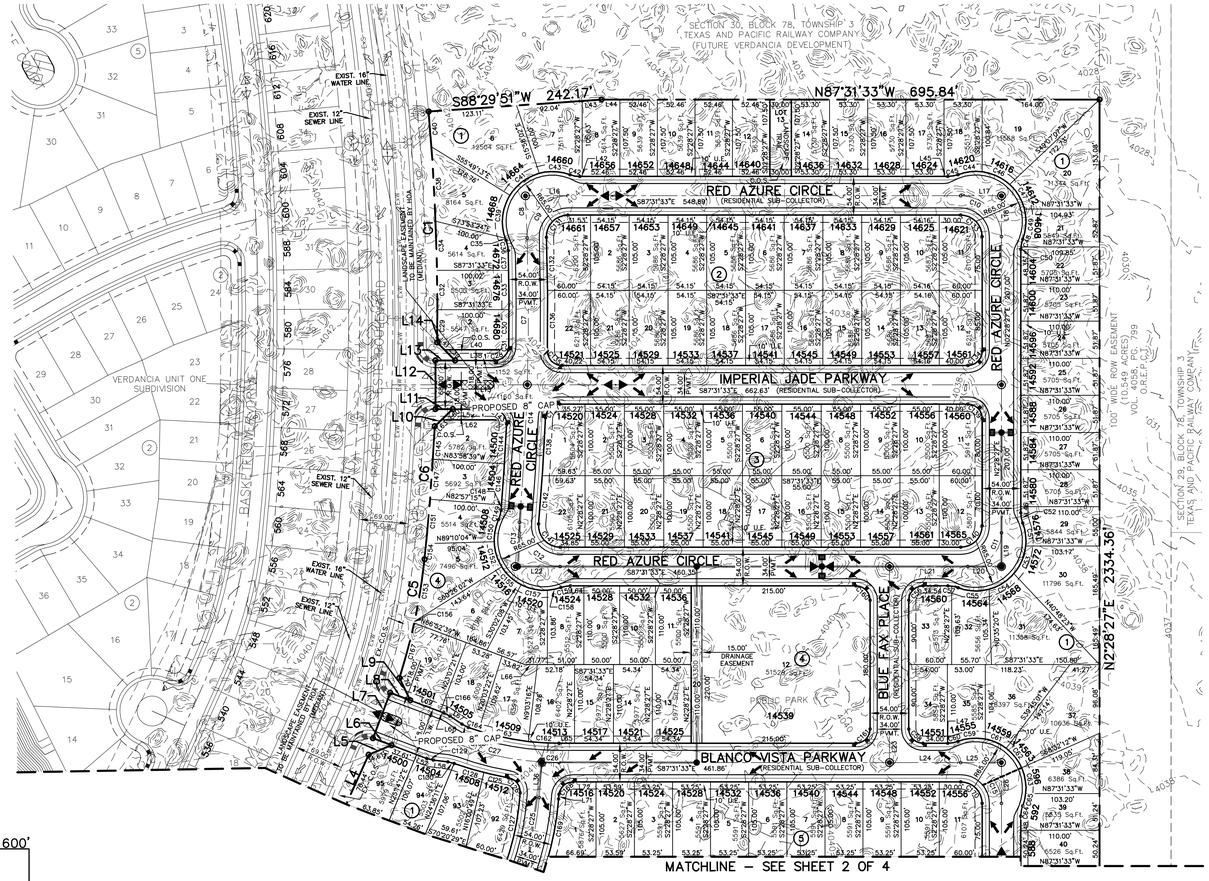
RESIDENTIAL	=	206
COMMERCIAL	=	1
POND	=	1
PUBLIC PARK	=	1
TOTAL	=	209

BEARING BASIS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. THESE COORDINATES WERE ESTABLISHED FROM REFERENCE POINT TX04A (NGS PID NO. AB6217), HAVING VALUES 31°43'10.98688"(N), 106°14'29.61456"(W) COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

VERTICAL DATUM:

VERTICAL DATUM BASED ON WEST TEXAS AIRPORT REFERENCE POINT TX04A (NGS PID NO. AB6217) NAVD 88 DATUM AND REFERENCED TO NAD83, HAVING AN ELEVATION OF 4005.60.



PLAT NOTES AND RESTRICTIONS

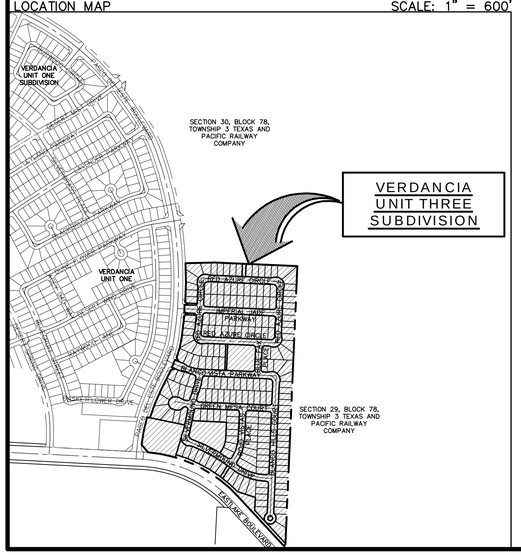
1. ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83(2011) (EPOCH 2010.00).
2. ◉ = THIS SYMBOL REPRESENTS ALL PROPOSED STREET MONUMENT LOCATIONS.
3. THIS SUBDIVISION IS LOCATED WITHIN A FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE 500 YEAR, AREAS SUBJECT TO INUNDATION BY THE 1%-ANNUAL-CHANCE FLOOD EVENT GENERALLY USING APPROXIMATE METHODOLOGIES. FLOOD PLAIN – PANEL No. 480212 0250B, DATED SEPTEMBER 4, 1991.
4. TAX CERTIFICATE(S) FOR THIS SUBDIVISION ARE FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.

   DOCUMENT No. _____, DATE.
5. NOTICE OF APPLICABILITY FOR THIS SUBDIVISION IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORDS SECTION.

   DOCUMENT No. _____, DATE.
6. THIS IS TO CERTIFY THAT WATER AND SEWER SERVICES WILL BE PROVIDED TO VERDANCIA UNIT THREE 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 FROM EXISTING FACILITIES LOCATED ON PASEO DEL ESTE BOULEVARD AND EASTLAKE BOULEVARD, AND WILL BE CONSTRUCTED TO SERVE THE SUBDIVISION, WITHIN TWO (2) YEARS OF THE DATE OF FILING THE FINAL SUBDIVISION PLAT.
7. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE HRMUD DISTRICT WATER AND SANITARY SEWER SYSTEM, PURSUANT TO RULES AND REGULATIONS OF THE DISTRICT, AND HRMUD, AND OTHER APPLICABLE STATE AND LOCAL RULES AND REGULATIONS.
8. LOT CORNERS WILL BE SET UPON COMPLETION OF CONSTRUCTION OF ROADWAYS.
9. HUNT HORIZON MESA, LLC, SHALL OBTAIN A PERMIT FROM THE TOWN OF HORIZON CITY PRIOR TO CUTTING ANY EXISTING COUNTY ROADS FOR INSTALLATION OF UTILITIES, CONSTRUCTION OF DRIVEWAYS, OR ANY OTHER PURPOSE.
10. HUNT HORIZON MESA, LLC, HAS PROVIDED ADEQUATE STORM RUNOFF AND PONDING PROVISIONS PRIOR TO SALE OF ANY PROPERTY.
11. HUNT HORIZON MESA, LLC, THE SUBDIVIDER OF VERDANCIA UNIT THREE HAS INSTALLED ALL UTILITY SERVICE LINES TO THE PROPERTY LINES OF THE RESIDENTIAL LOTS AND COMMERCIAL LOTS FRONTING STREETS, UNLESS OTHERWISE APPROVED IN WRITING.
12. ROADS WILL NOT BE MAINTAINED BY THE TOWN OF HORIZON CITY UNTIL PAVED BY HUNT HORIZON MESA, LLC, AND LEGALLY APPROVED AND ACCEPTED.
13. IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 232.025(6), IT IS HEREBY EXPRESSED THAT ALL PURCHASE CONTRACTS MADE BETWEEN HUNT HORIZON MESA, LLC, AND A PURCHASER OF LAND IN THIS SUBDIVISION WILL CONTAIN A STATEMENT DESCRIBING WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THIS SUBDIVISION.
14. POSTAL SERVICE WITHIN THE SUBDIVISION WILL BE PROVIDED USING NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS.
15. ALL PUBLIC STORMWATER INFRASTRUCTURE, DRAINAGE EASEMENT AND PUBLIC PONDING AREA TO BE MAINTAINED AND OPERATED BY THE TOWN OF HORIZON CITY.
16. LOT 82, BLOCK 1, SHALL BE FOR COMMERCIAL USE ONLY.
17. LOT OWNERS ARE RESPONSIBLE FOR MAINTAINING SIDEWALKS, PARKWAYS AND DRIVEWAYS ABUTTING THEIR PROPERTY, INCLUDING DOUBLE FRONTAGE LOTS.
18. LOT OWNER FOR LOT 82, BLOCK 1 SHALL OBTAIN APPROVAL FROM THE TOWN OF HORIZON CITY PRIOR TO COMMERCIAL SITE LOT DEVELOPMENT. GRADING & DRAINAGE PLANS PREPARED BY A TEXAS LICENSED ENGINEER IS REQUIRED FOR EACH INDIVIDUAL LOT TO BE SUBMITTED FOR REVIEW & APPROVAL BY THE TOWN OF HORIZON CITY.
19. PUBLIC PARK LOT 12, BLOCK 4, IS DEDICATED BY THIS PLAT AND TO BE MAINTAINED BY THE TOWN OF HORIZON CITY.
20. LANDSCAPE EASEMENTS AT EYEBROWS AND CUL-DE-SACS ARE TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA).
21. DRAINAGE EASEMENTS WITHIN LOT 20, BLOCK 4 AND LOT 12, BLOCK 4 (THE PUBLIC PARK LOT) ARE TO BE MAINTAINED BY THE LOT OWNER.
22. LANDSCAPE COMMON OPEN SPACE (C.O.S.) (BLOCK 1: LOT 1, LOT 13, LOT 73, AND BLOCK 4: LOT 1) ARE TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA).
23. REFER TO THE TOWN OF HORIZON CITY CODE OF ORDINANCES CHAPTER 14 OPEN SPACE REGULATIONS IN EFFECT.
24. NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH RESIDENTIAL LOT.
25. THE BUILDER WILL CONSTRUCT A 5' WIDE CONCRETE SIDEWALK AS PART OF THE CONSTRUCTION OF VERDANCIA UNIT THREE. THESE SIDEWALKS ARE LOCATED ALONG THE FRONT, REAR, AND SIDES OF EACH LOT WHERE THE LOT ABUTS A PUBLIC DEDICATED ROAD, UNLESS OTHERWISE NOTED ON THE SUBDIVISION IMPROVEMENTS PLANS.
26. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE OWNED OR LEASED TO, AND MAINTAINED BY THE TOWN OF HORIZON CITY IN ACCORDANCE WITH ITS RULES AND REGULATIONS.
27. THE BUILDER SHALL CONSTRUCT CONCRETE DRIVEWAYS BETWEEN THE STREET CURB AND THE PROPERTY LINE AS PART OF THE CONSTRUCTION OF BUILDING IMPROVEMENTS.
28. ALL UTILITY EASEMENTS ARE 10' WIDE UNLESS OTHERWISE SPECIFIED ON DRAWINGS.
29. VEHICULAR ACCESS TO THOSE RESIDENTIAL LOTS ABUTTING PASEO DEL ESTE BOULEVARD SHALL BE FROM OTHER DEDICATED STREETS ONLY. THE INSTRUMENT ASSURING RELEASE OF ACCESS IS FILED IN THE OFFICE OF THE COUNTY CLERK, DEED AND RECORD SECTION.

    INSTRUMENT NO._____ DATE_____
30. LOT 13, BLOCK 6, IS DESIGNATED AS PUBLIC PONDING AREA. NO DWELLING/OCCUPANCY SHALL BE PERMITTED ON THIS LOT. THIS LOT SHALL BE DEDICATED TO AND MAINTAINED BY THE TOWN OF HORIZON CITY.
31. SIDEWALKS & OPEN SPACE IMPROVEMENTS NOT DEDICATED TO THE TOWN OF HORIZON CITY SHALL BE MAINTAINED BY THE HOMEOWNER ASSOCIATION IN PLACE AND SHOULD THE HOA FAIL, THE CURRENT PROPERTY OWNER (HUNT COMMUNITIES LLC) SHALL BE RESPONSIBLE FOR ALL MAINTENANCE.
32. THIS SUBDIVISION IS PART OF A COMMUNITY GOVERNED BY THE VERDANCIA COMMUNITY ASSOCIATION, INC. THE PROPERTY IS SUBJECT TO RECORDED RESTRICTIVE COVENANTS AND A NOTICE OF APPLICABILITY (NOA) FILED IN THE OFFICIAL PUBLIC RECORDS.

LOCATION MAP SCALE: 1" = 600'



STREET TABLE	
STREET NAME	LINEAR FEET
BLANCO HILLS COURT	1,171.06
SILVERMOUND DRIVE	1,374.19
ROJO VISTAS PLACE	500.41
GREEN MESA COURT	839.04
BLANCO VISTA PARKWAY	874.74
BLUE FAX PLACE	274.00
RED AZURE CIRCLE	2,279.54
IMPERIAL JADE PARKWAY	791.00

ACREAGE TABLE		
DESCRIPTION	SQ. FT.	ACRES
COMMERCIAL	87,423	2.007
PUBLIC PARK	51,528	1.183
POND	60,601	1.391
RESIDENTIAL	1,281,012	29.408
COMMON OPEN SPACE	45,490	1.044
DRAINAGE EASEMENT	3,300	0.076
RIGHT-OF-WAY	448,230	10.290
TOTAL	1,977,580	45.399

GRAPHIC SCALE
100 0 50 100 200
(IN FEET)
1 inch = 100 ft.

PRELIMINARY PLAT
SCALE: 1" = 100'

ENGINEER

813 N. Kansas St.
Suite 300
El Paso, TX 79902
915.544.5232
www.ceagroup.net
TEXAS REGISTERED ENGINEERING FIRM F-4564
CONTACT: JORGE GRAJEDA, P.E.

SURVEYOR

ZWA
Zamora, L.L.C.
Professional Land Surveyors
1510 Zaragoza Road, Suite B-8 • El Paso, TX 79936
Office: (915) 955-9009 • Fax: (915) 855-9012
CONTACT: G. RENE ZAMORA, R.P.L.S.

PRELIMINARY

TO BE CONSIDERED BY THE PLANING AND ZONING COMMISSION AND CITY COUNCIL.

OWNER/DEVELOPER
HUNT HORIZON MESA, LLC
601 NORTH MESA
EL PASO, TEXAS 79902
VOICE (915) 298-0418
OFFICE (915) 298-0418
CONTACT: JOSE LARES, P.E.

DATE OF PREPARATION: DECEMBER 2025

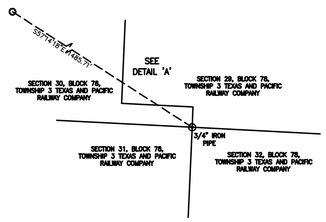
VERDANCIA UNIT THREE SUBDIVISION

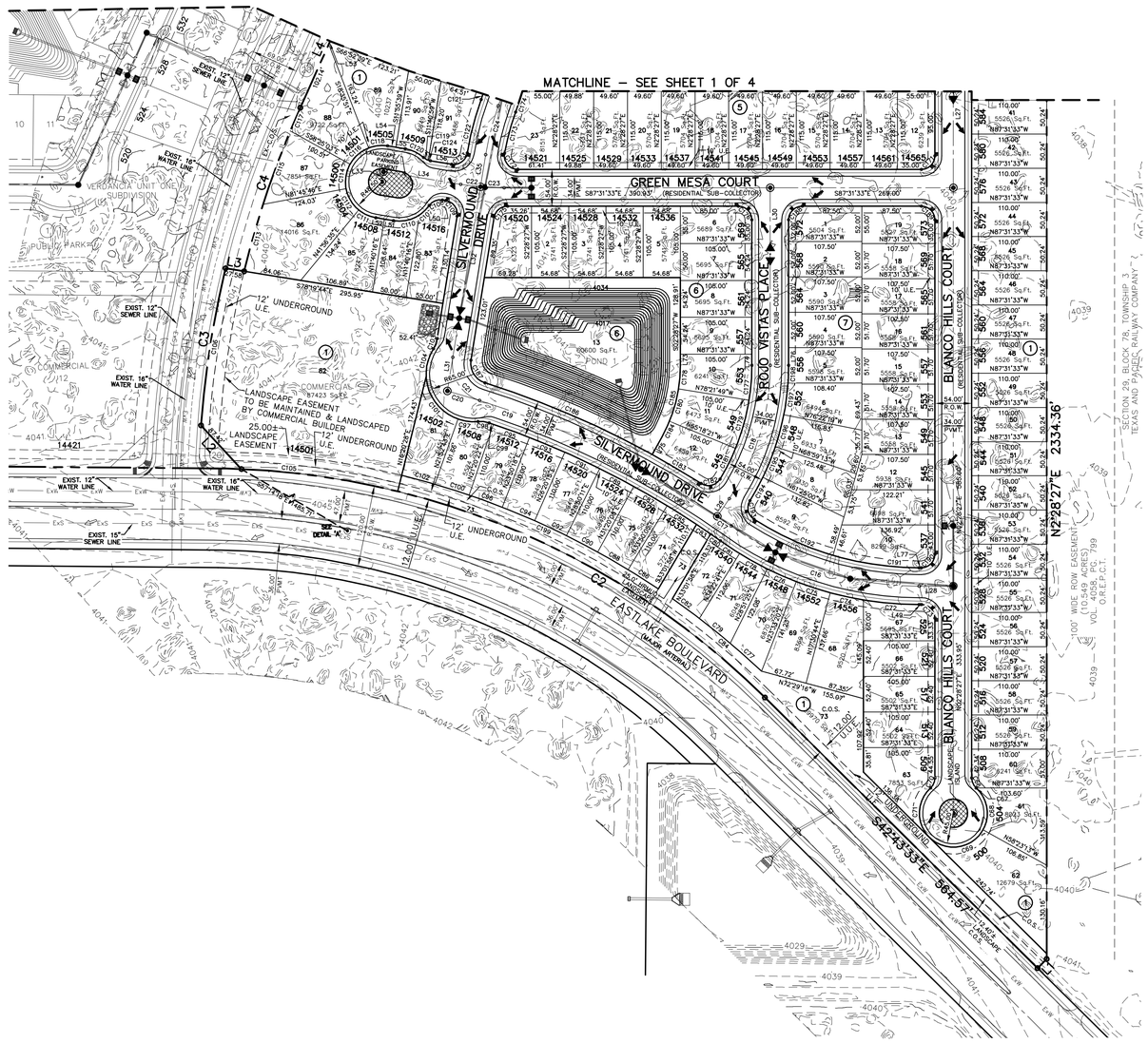
BEING A PORTION OF LAND SITUATED IN SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, EL PASO COUNTY TEXAS. CONTAINING 45.40 ACRES ±

SHEET 2 OF 4

LEGEND

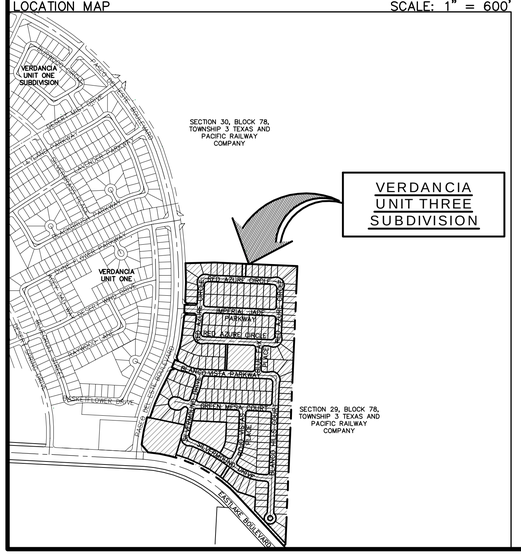
- SUBDIVISION BOUNDARY LINE
- STREET RIGHT OF WAY
- TOP OF CURB
- SIDEWALK
- PROPERTY LINE
- STREET CENTERLINE
- 10' UTILITY EASEMENT
- 5' IRRIGATION EASEMENT
- LOT AND BLOCK NUMBER (e.g. 1 / 3)
- PROPOSED INLET & STORM SEWER PIPE
- DRAINAGE FLOW
- HIGH POINT
- LOW POINT
- PROPOSED MONUMENT
- EXISTING MONUMENT
- EXISTING MAJOR CONTOUR LINES (e.g. 3631)
- EXISTING MINOR CONTOUR LINES
- EXISTING WATER LINE (ExW)
- EXISTING SEWER LINE (ExS)
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING DOUBLE MOUNTED LIGHT (STEEL POLE) (2-65W LED)
- LANDSCAPE EASEMENT AREA





LOCATION MAP

SCALE: 1" = 600'



SCHOOL DISTRICT

CLINT INDEPENDENT SCHOOL DISTRICT,
14520 HORIZON BOULEVARD,
EL PASO, TEXAS 79928

RESIDENTIAL	=	206
COMMERCIAL	=	1
POND	=	1
PUBLIC PARK	=	1
TOTAL	=	209

BEARING BASIS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (93) HARN. THE BEARINGS SHOWN ARE GRID BEARINGS. THESE COORDINATES WERE ESTABLISHED FROM REFERENCE POINT TX04A (NGS PID NO. AB6217), HAVING VALUES 31°43'10.98688"(N), 106°14'29.61456"(W) COMBINED SCALE FACTOR 0.99977223. ALL DISTANCE SHOWN ARE SURFACE DISTANCES.

VERTICAL DATUM:

VERTICAL DATUM BASED ON WEST TEXAS AIRPORT REFERENCE POINT TX04A (NGS PID NO. AB6217) NAVD 88 DATUM AND REFERENCED TO NAD83, HAVING AN ELEVATION OF 4005.60.

STREET TABLE

STREET NAME	LINEAR FEET
BLANCO HILLS COURT	1,171.06
SILVERMOUND DRIVE	1,374.19
ROJO VISTAS PLACE	500.41
GREEN MESA COURT	839.04
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GRAPHIC SCALE

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(IN FEET)
1 inch = 100 ft.

PRELIMINARY PLAT

SCALE: 1" = 100'

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DATE OF PREPARATION: DECEMBER 2025

VERDANCIA UNIT THREE SUBDIVISION

BEING A PORTION OF LAND SITUATED IN SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, EL PASO COUNTY TEXAS. CONTAINING 45.40 ACRES ±

SHEET 3 OF 4

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	3277.00'	322.85'	161.56'	322.72'	N00°20'36"E	005°38'41"
C2	1160.00'	858.68'	450.08'	839.21'	N63°55'56"W	042°24'47"
C3	1418.50'	234.04'	117.29'	233.78'	S11°21'12"W	009°27'12"
C4	1391.00'	254.70'	127.71'	254.34'	S21°24'47"W	010°29'28"
C5	812.00'	169.71'	85.16'	169.40'	N14°27'49"E	011°58'29"
C6	3277.00'	186.51'	93.28'	186.48'	N06°50'45"E	003°15'39"
C7	3404.00'	205.25'	102.66'	205.22'	N02°24'33"E	003°27'17"
C8	3404.00'	58.83'	29.42'	58.83'	N00°11'13"E	000°59'25"
C9	57.00'	91.32'	58.81'	81.86'	S46°34'41"W	091°47'32"
C10	57.00'	89.54'	57.00'	80.61'	N42°31'33"W	090°00'00"
C11	47.00'	73.83'	47.00'	66.47'	N47°28'27"E	090°00'00"
C12	57.00'	94.41'	62.10'	83.98'	S40°04'29"E	094°54'08"
C13	3404.00'	62.15'	31.08'	62.15'	N07°53'58"E	001°02'46"
C14	3404.00'	192.47'	96.26'	192.44'	N05°45'23"E	003°14'23"
C15	57.00'	89.54'	57.00'	80.61'	N42°31'33"W	090°00'00"
C16	475.00'	294.50'	152.15'	289.80'	S69°45'52"E	035°31'22"
C17	1322.00'	24.79'	12.39'	24.79'	N52°32'25"W	001°04'27"
C18	350.00'	208.32'	107.35'	205.26'	N19°31'30"E	034°06'07"
C19	1322.00'	390.27'	196.56'	388.85'	N61°32'04"W	016°54'52"
C20	1322.00'	49.13'	24.57'	49.13'	N71°03'23"W	002°07'46"
C21	57.00'	81.24'	49.26'	74.54'	S29°09'37"E	081°39'47"
C22	400.00'	29.37'	14.69'	29.37'	S80°25'57"E	004°12'27"
C23	400.00'	34.84'	17.43'	34.82'	S85°01'52"E	004°59'23"
C24	400.00'	74.46'	37.34'	74.35'	S17°00'15"W	010°39'56"
C25	400.00'	107.33'	53.99'	107.01'	N14°38'59"E	015°22'27"
C26	400.00'	23.65'	11.83'	23.64'	S85°49'57"E	003°23'13"
C27	400.00'	120.51'	60.71'	120.05'	S75°30'29"E	017°15'41"
C28	20.00'	26.36'	15.49'	24.49'	S54°42'46"W	075°31'21"
C29	3277.00'	45.79'	22.90'	45.79'	N02°45'55"E	000°48'02"
C30	3377.00'	51.27'	25.63'	51.27'	S02°48'11"W	000°52'11"
C31	20.00'	4.79'	2.40'	4.78'	S10°05'41"W	013°42'49"
C32	3277.00'	55.00'	27.50'	55.00'	N01°53'03"E	000°57'42"
C33	3377.00'	55.00'	27.50'	55.00'	S01°54'06"W	000°56'00"
C34	3277.00'	68.61'	34.30'	68.60'	N00°48'13"E	001°11'58"
C35	70.00'	3.69'	1.85'	3.69'	S18°06'52"E	003°01'22"
C36	40.00'	14.38'	7.27'	14.30'	S09°19'45"E	020°35'36"
C37	3377.00'	27.55'	13.78'	27.55'	S01°12'05"W	000°28'03"
C38	3277.00'	103.93'	51.97'	103.92'	N00°42'17"W	001°49'02"
C39	70.00'	62.04'	33.23'	60.03'	S08°47'18"W	050°46'58"
C40	3277.00'	49.52'	24.76'	49.52'	N02°02'46"W	000°51'57"
C41	70.00'	52.44'	27.52'	51.23'	S55°38'33"W	042°55'32"
C42	40.00'	14.22'	7.19'	14.15'	N77°20'27"W	020°22'12"
C43	70.00'	43.66'	22.57'	42.96'	N85°01'31"W	035°44'19"
C44	70.00'	34.30'	17.50'	33.96'	S85°38'51"W	028°04'32"
C45	40.00'	14.57'	7.36'	14.49'	S82°02'31"W	020°51'52"
C46	70.00'	42.98'	22.19'	42.31'	N62°43'34"W	035°10'38"
C47	70.00'	40.79'	20.99'	40.21'	N28°26'46"W	033°22'59"
C48	40.00'	11.04'	5.56'	11.01'	N15°25'42"E	015°49'14"
C49	70.00'	42.87'	22.13'	42.21'	N05°47'31"E	035°05'35"
C50	40.00'	3.52'	1.76'	3.52'	N04°59'46"E	005°02'38"
C51	70.00'	32.80'	16.71'	32.50'	N04°58'00"W	026°50'52"
C52	40.00'	14.57'	7.36'	14.49'	N07°57'29"W	020°51'52"
C53	70.00'	42.42'	21.89'	41.78'	N25°49'09"E	034°43'25"
C54	70.00'	41.48'	21.37'	40.87'	N60°09'20"E	033°56'57"
C55	70.00'	44.24'	22.89'	43.50'	S84°45'57"E	036°12'31"
C56	20.00'	31.42'	20.00'	28.28'	N47°28'27"E	090°00'00"
C57	40.00'	5.48'	2.75'	5.48'	S83°36'01"E	007°51'06"
C58	20.00'	31.42'	20.00'	28.28'	N42°31'33"W	090°00'00"
C59	70.00'	38.86'	19.94'	38.36'	S87°30'46"W	031°48'23"
C60	40.00'	14.57'	7.36'	14.49'	S82°02'30"W	020°51'51"
C61	70.00'	32.17'	16.38'	31.89'	N63°25'01"W	026°20'04"
C62	70.00'	35.17'	17.96'	34.80'	N35°51'23"W	028°47'11"
C63	70.00'	36.87'	18.87'	36.44'	N06°22'29"W	030°10'37"
C64	40.00'	14.57'	7.36'	14.49'	N12°54'23"E	020°51'52"
C65	70.00'	17.87'	8.98'	17.82'	N16°01'34"E	014°37'30"
C66	20.00'	16.46'	8.73'	16.00'	N21°06'04"W	047°09'01"
C67	20.00'	0.23'	0.12'	0.23'	N45°00'45"W	000°40'20"
C68	50.00'	67.16'	39.74'	62.23'	N06°52'04"W	076°57'42"
C69	50.00'	92.21'	65.95'	79.69'	N84°26'41"E	105°39'48"
C70	20.00'	16.69'	8.87'	16.21'	S26°23'07"W	047°49'21"
C71	50.00'	81.18'	52.71'	72.55'	S03°47'11"W	093°01'13"
C72	502.00'	81.97'	41.08'	81.88'	S82°50'53"E	009°21'22"
C73	20.00'	31.42'	20.00'	28.28'	S42°31'33"E	090°00'00"
C74	502.00'	49.78'	24.91'	49.76'	S75°19'44"E	005°40'55"
C75	502.00'	52.95'	26.50'	52.93'	S69°27'58"E	006°02'37"
C76	502.00'	46.45'	23.24'	46.43'	S63°47'37"E	005°18'05"
C77	1185.00'	61.66'	30.84'	61.65'	N45°42'50"W	002°58'53"
C78	502.00'	46.37'	23.20'	46.36'	S58°29'48"E	005°17'34"
C79	1185.00'	58.48'	29.25'	58.48'	N48°37'06"W	002°49'40"
C80	1295.00'	17.73'	8.87'	17.73'	S52°23'43"E	000°47'04"
C81	502.00'	33.71'	16.86'	33.70'	S53°55'36"E	003°50'50"
C82	1185.00'	48.95'	24.48'	48.94'	N51°12'56"W	002°22'00"

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C83	1295.00'	25.05'	12.53'	25.05'	S53°20'30"E	001°06'30"
C84	1185.00'	169.09'	84.69'	168.95'	N48°18'40"W	008°10'33"
C85	1295.00'	51.29'	25.65'	51.29'	S55°01'50"E	002°16'10"
C86	1185.00'	52.84'	26.42'	52.84'	N54°53'17"W	002°33'17"
C87	1295.00'	56.48'	28.25'	56.48'	S57°24'54"E	002°29'57"
C88	1185.00'	51.69'	25.85'	51.68'	N57°24'54"W	002°29'57"
C89	1295.00'	56.48'	28.25'	56.48'	S59°54'50"E	002°29'57"
C90	1185.00'	51.69'	25.85'	51.68'	N59°54'50"W	002°29'57"
C91	1295.00'	56.48'	28.25'	56.48'	S62°24'47"E	002°29'57"
C92	1185.00'	51.69'	25.85'	51.68'	N62°24'47"W	002°29'57"
C93	1295.00'	56.48'	28.25'	56.48'	S64°54'44"E	002°29'57"
C94	1185.00'	51.69'	25.85'	51.68'	N64°54'44"W	002°29'57"
C95	1295.00'	56.48'	28.25'	56.48'	S67°24'40"E	002°29'57"
C96	1185.00'	51.69'	25.85'	51.68'	N67°24'40"W	002°29'57"
C97	70.00'	29.97'	15.22'	29.74'	S80°23'15"E	024°31'55"
C98	40.00'	16.55'	8.39'	16.43'	S80°48'10"E	023°42'05"
C99	1295.00'	6.59'	3.29'	6.59'	S68°48'23"E	000°17'30"
C100	1185.00'	52.75'	26.38'	52.74'	N69°56'09"W	002°33'01"
C101	70.00'	83.23'	47.32'	78.41'	S34°03'39"E	068°07'17"
C102	1185.00'	50.62'	25.32'	50.62'	N72°26'06"W	002°26'52"
C103	40.00'	16.01'	8.12'	15.91'	S23°08'27"W	022°56'22"
C104	70.00'	42.28'	21.81'	41.64'	S17°18'19"W	034°36'38"
C105	1160.00'	232.35'	116.56'	231.96'	N79°24'02"W	011°28'35"
C106	1418.50'	234.04'	117.29'	233.78'	N11°21'12"E	009°27'12"
C107	53.50'	20.11'	10.18'	19.99'	N48°15'00"E	021°32'21"
C108	20.00'	22.41'	12.54'	21.25'	N69°34'33"E	064°11'27"
C109	20.00'	31.42'	20.00'	28.28'	S33°19'44"E	090°00'00"
C110	53.50'	39.83'	20.89'	38.91'	N80°20'43"E	042°39'07"
C111	53.50'	28.27'	14.47'	27.94'	S63°11'34"E	030°16'18"
C112	53.50'	37.18'	19.38'	36.44'	S28°08'50"E	039°49'11"
C113	1391.00'	102.39'	51.22'	102.37'	N18°16'35"E	004°13'03"
C114	53.50'	37.18'	19.38'	36.44'	S11°40'22"W	039°49'11"
C115	1391.00'	115.08'	57.57'	115.05'	N22°45'19"E	004°44'25"
C116	53.50'	37.18'	19.38'	36.44'	S51°29'33"W	039°49'11"
C117	1391.00'	37.22'	18.61'	37.22'	N25°53'31"E	001°31'59"
C118	53.50'	28.26'	14.47'	27.94'	S86°32'13"W	030°16'08"
C119	20.00'	8.10'	4.11'	8.05'	N57°27'02"W	023°12'45"
C120	53.50'	30.33'	15.59'	29.93'	N62°05'12"W	032°29'04"
C121	373.00'	8.83'	4.42'	8.83'	S21°39'31"W	001°21'24"
C122	427.00'	81.18'	40.71'	81.06'	S16°53'26"W	010°53'34"
C123	20.00'	31.50'	20.08'	28.34'	S56°33'27"W	090°13'38"
C124	20.00'	3.24'	1.62'	3.23'	N73°41'34"W	009°16'19"
C125	427.00'	34.81'	17.41'	34.80'	S75°39'12"E	004°40'14"
C126	20.00'	29.41'	18.09'	26.83'	S35°51'54"E	084°14'51"
C127	373.00'	95.84'	48.18'	95.57'	S13°37'10"W	014°43'17"
C128	427.00'	43.57'	21.80'	43.55'	S70°23'42"E	005°50'47"
C129	40.00'	9.43'	4.74'	9.41'	S73°38'04"E	013°30'50"
C130	40.00'	9.02'	4.53'	9.00'	S73°55'53"E	012°55'11"
C131	30.00'	48.06'	30.95'	43.08'	N46°34'41"E	091°47'32"
C132	3431.00'	74.08'	37.04'	74.08'	N01°18'02"E	001°14'13"
C133	30.00'	47.12'	30.00'	42.43'	S42°31'33"E	090°00'00"
C134	20.00'	31.42'	20.00'	28.28'	S47°28'27"W	090°00'00"
C135	20.00'	31.72'	20.30'	28.50'	N42°05'46"W	090°51'34"
C136	3431.00'	84.70'	42.35'	84.70'	N02°37'34"E	001°24'52"
C137	20.00'	30.57'	19.17'	27.68'	N48°41'04"E	087°34'45"
C138	3431.00'	80.96'	40.48'	80.96'	N05°34'15"E	001°21'07"
C139	20.00'	31.42'	20.00'	28.28'	S42°31'33"E	090°00'00"
C140	30.00'	47.12'	30.00'	42.43'	S47°28'27"W	090°00'00"
C141	30.00'	49.69'	32.68'	44.20'	N40°04'29"W	094°54'08"
C142	3431.00'	67.63'	33.82'	67.63'	N06°48'42"E	001°07'46"
C143	20.00'	26.36'	15.49'	24.49'	S49°45'53"E	075°31'21"
C144	3377.00'	55.42'	27.71'	55.42'	S05°33'09"W	000°56'25"
C145	3277.00'	46.17'	23.08'	46.17'	N05°37'08"E	000°48'26"
C146	3377.00'	57.81'	28.91'	57.81'	S06°30'47"W	000°58'51"
C147	3277.00'	56.02'	28.01'	56.02'	N06°30'44"E	000°58'46"
C148	3377.00'	7.34'	3.67'	7.34'	S07°03'56"W	000°07'28"
C149	40.00'	13.73'	6.93'	13.66'	S16°57'35"W	019°39'49"
C150	70.00'	31.72'	16.13'	31.44'	S13°48'43"W	025°57'34"
C151	3277.00'	62.31'	31.16'	62.31'	N07°32'49"E	001°05'22"
C152	70.00'	37.14'	19.02'	36.70'	S14°22'01"E	030°23'54"
C153	812.00'	87.87'	43.98'	87.83'	N11°34'35"E	006°12'01"
C154	3277.00'	22.00'	11.00'	22.00'	N08°17'02"E	000°23'05"
C155	70.00'	37.14'	19.02'	36.70'	S44°45'55"E	030°23'54"
C156	812.00'	2.29'	1.15'	2.29'	N14°45'26"E	000°09'42"
C157	70.00'	38.13'	19.55'	37.66'	S75°34'10"E	031°12'36"
C158	70.00'	19.32'	9.72'	19.26'	N80°55'04"E	015°48'57"
C159	40.00'	13.59'	6.86'	13.52'	N82°44'31"E	019°27'51"
C160	20.00'	31.42'	20.00'	28.28'	S42°31'33"E	090°00'00"
C161	20.00'	31.42'	20.00'	28.28'	S47°28'27"W	090°00'00"
C162	373.00'	42.84'	21.44'	42.82'	N84°14'09"W	006°34'50"
C163	373.00'	71.62'	35.92'	71.51'	N75°26'41"W	011°00'06"
C164	373.00'	14.80'	7.40'	14.80'	N68°48'25"W	002°16'26"

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C165	40.00'	9.99'	5.02'	9.96'	N60°31'00"W	014°18'24"
C166	40.00'	9.43'	4.74'	9.41'	N60°07'13"W	013°30'50"
C167	812.00'	79.55'	39.81'	79.52'	N17°38'41"E	005°36'47"
C168	20.00'	29.85'	18.49'	27.15'	N49°43'06"E	085°30'41"
C169	427.00'	82.45'	41.35'	82.32'	N12°29'39"E	011°03'46"
C170	30.00'	47.12'	30.00'	42.43'	S42°31'33"E	090°00'00"
C171	20.00'	31.42'	20.00'	28.28'	S47°28'27"W	090°00'00"
C172	20.00'	34.97'	23.91'	30.68'	N37°26'25"W	100°10'16"
C173	373.00'	63.09'	31.62'	63.02'	N17°29'28"E	009°41'30"
C174	427.00'	32.13'	16.07'	32.12'	N20°10'52"E	004°18'41"
C175	20.00'	28.21'	17.02'	25.93'	N52°04'22"E	080°48'10"
C176	20.00'	31.42'	20.00'	28.28'	S42°31'33"E	090°00'00"
C177	323.00'	51.65'	25.88'	51.60'	S07°03'19"W	009°09'44"
C178	218.00'	34.86'	17.47'	34.82'	S07°03'19"W	009°09'44"
C179	323.00'	73.61'	36.97'	73.45'	S18°09'55"W	013°03'29"
C180	218.00'	49.68'	24.95'	49.58'	S18°09'55"W	013°03'29"
C181	323.00'	50.72'	25.41'	50.67'	S29°11'35"W	008°59'51"
C182	20.00'	31.85'	20.44'	28.59'	S79°18'35"W	091°14'08"
C183	1349.00'	83.57'	41.80'	83.55'	N56°50'50"W	003°32'58"
C184	218.00'	25.43'	12.73'	25.42'	S28°02'10"W	006°41'02"
C185	218.00'	49.68'	24.95'	49.58'	N18°09'55"E	013°03'29"
C186	1349.00'	267.70'	134.29'	267.26'	N64°18'25"W	011°22'11"
C187	30.00'	42.76'	25.92'	39.23'	N29°09'37"W	081°39'47"
C188	20.00'	31.42'	20.00'	28.28'	N47°28'27"E	090°00'00"
C189	20.00'	31.42'	20.00'	28.28'	S42°31'33"E	090°00'00"
C190	20.00'	31.42'	20.00'	28.28'	S47°28'27"W	090°00'00"
C191	448.00'	128.01'	64.45'	127.58'	N79°20'24"W	016°22'19"
C192	448.00'	128.01'	64.45'	127.58'	N62°58'04"W	016°22'20"
C193	20.00'	31.11'	19.70'	28.07'	N10°12'47"W	089°08'15"
C194	377.00'	39.20'	19.62'	39.18'	N31°22'37"E	005°57'27"
C195	377.00'	48.59'	24.33'	48.56'	N24°42'21"E	007°23'07"
C196	377.00'	48.59'	24.33'	48.56'	N17°19'14"E	007°23'07"
C197	377.00'	47.28'	23.67'	47.25'	N10°02'08"E	007°11'06"
C198	377.00'	26.12'	13.06'	26.11'	N04°27'31"E	003°58'08"
C199	1185.00'	414.64'	209.46'	412.53'	N63°38'05"W	020°02'54"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N47°16'35"E	18.86'
L2	S40°17'56"E	87.42'
L3	N78°19'44"W	27.58'
L4	S26°39'31"W	183.42'
L5	S69°53'26"W	34.61'
L6	S66°52'39"E	27.68'
L7	S23°07'21"W	68.00'
L8	N66°52'39"W	30.00'
L9	S23°25'08"E	34.67'
L10	S48°53'34"W	34.76'
L11	S87°31'33"E	24.24'
L12	S02°28'27"W	68.00'
L13	N87°31'33"W	27.50'
L14	S42°12'47"E	35.45'
L15	S87°31'33"E	128.37'
L16	S87°31'33"E	59.32'
L17	S87°31'33"E	57.00'
L18	N02°28'27"E	57.00'
L19	N02°28'27"E	47.00'
L20	S87°31'33"E	47.00'
L21	S87°31'33"E	109.50'
L22	S87°31'33"E	62.67'
L23	N02°28'27"E	274.00'
L24	S87°31'33"E	99.50'
L25	S87°31'33"E	57.00'
L26	N02°28'27"E	57.00'
L27	N02°28'27"E	217.00'
L28	S87°31'33"E	50.39'
L29	N36°34'33"E	31.21'
L30	N02°28'27"E	260.91'
L31	N11°40'16"E	50.18'
L32	N11°40'16"E	253.89'
L33	S11°40'16"W	15.00'
L34	S78°19'44"E	114.90'
L35	N11°40'16"E	47.69'
L36	N06°57'46"E	49.68'
L37	N66°52'39"W	111.69'
L38	N87°31'33"W	55.01'
L39	N42°12'47"W	21.10'
L40	S87°31'33"E	89.21'

LINE TABLE		
LINE	BEARING	LENGTH
L41	N42°12'47"W	14.36'
L42	N87°31'33"W	3.35'
L43	N88°29'51"E	27.01'
L44	S87°31'33"E	25.51'
L45	N87°31'33"W	5.34'
L46	N02°28'27"E	8.53'
L47	N87°31'33"W	0.54'
L48	N02°28'27"E	19.67'
L49	S87°31'33"E	3.39'
L50	S78°19'44"E	5.08'
L51	S78°19'44"E	13.75'
L52	S78°19'44"E	12.25'
L53	N26°39'31"E	4.84'
L54	N78°19'44"W	12.25'
L55	N78°19'44"W	13.75'
L56	N78°19'44"W	31.78'
L57	S66°52'39"E	15.04'
L58	S80°23'29"E	20.58'
L59	N87°31'33"W	90.22'
L60	N48°53'34"E	21.76'
L61	S87°31'33"E	55.09'
L62	S87°31'33"E	90.22'
L63	N48°53'34"E	13.00'
L64	S87°31'33"E	18.80'
L65	N87°31'33"W	21.84'
L66	S87°31'33"E	17.57'
L67	N53°21'48"W	20.34'
L68	N66°52'39"W	50.33'
L69	N66°52'39"W	45.00'
L70	N23°25'08"W	34.67'
L71	N06°57'46"E	5.52'
L72	S87°31'33"E	32.00'
L73	S02°28'27"W	16.18'
L74	S02°28'27"W	16.18'
L75	S31°22'41"W	29.61'
L76	N02°28'27"E	25.91'
L77	N87°31'33"W	3.39'

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
Block 1	1	0.03 Acres
Block 1	2	0.13 Acres
Block 1	3	0.13 Acres
Block 1	4	0.13 Acres
Block 1	5	0.19 Acres
Block 1	6	0.29 Acres
Block 1	7	0.17 Acres
Block 1	8	0.13 Acres
Block 1	9	0.13 Acres
Block 1	10	0.13 Acres
Block 1	11	0.13 Acres
Block 1	12	0.13 Acres
Block 1	13	0.07 Acres
Block 1	14	0.13 Acres
Block 1	15	0.13 Acres
Block 1	16	0.13 Acres
Block 1	17	0.13 Acres
Block 1	18	0.13 Acres
Block 1	19	0.27 Acres
Block 1	20	0.26 Acres
Block 1	21	0.13 Acres
Block 1	22	0.13 Acres
Block 1	23	0.13 Acres
Block 1	24	0.13 Acres
Block 1	25	0.13 Acres
Block 1	26	0.13 Acres
Block 1	27	0.13 Acres
Block 1	28	0.13 Acres
Block 1	29	0.13 Acres
Block 1	30	0.27 Acres
Block 1	31	0.26 Acres
Block 1	32	0.13 Acres
Block 1	33	0.15 Acres
Block 1	34	0.13 Acres
Block 1	35	0.13 Acres
Block 1	36	0.19 Acres
Block 1	37	0.24 Acres
Block 1	38	0.15 Acres
Block 1	39	0.13 Acres
Block 1	40	0.13 Acres
Block 1	41	0.13 Acres
Block 1	42	0.13 Acres
Block 1	43	0.13 Acres
Block 1	44	0.13 Acres
Block 1	45	0.13 Acres
Block 1	46	0.13 Acres
Block 1	47	0.13 Acres
Block 1	48	0.13 Acres
Block 1	49	0.13 Acres
Block 1	50	0.13 Acres

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
Block 1	51	0.13 Acres
Block 1	52	0.13 Acres
Block 1	53	0.13 Acres
Block 1	54	0.13 Acres
Block 1	55	0.13 Acres
Block 1	56	0.13 Acres
Block 1	57	0.13 Acres
Block 1	58	0.13 Acres
Block 1	59	0.13 Acres
Block 1	60	0.14 Acres
Block 1	61	0.18 Acres
Block 1	62	0.29 Acres
Block 1	63	0.18 Acres
Block 1	64	0.13 Acres
Block 1	65	0.13 Acres
Block 1	66	0.13 Acres
Block 1	67	0.13 Acres
Block 1	68	0.22 Acres
Block 1	69	0.19 Acres
Block 1	70	0.16 Acres
Block 1	71	0.14 Acres
Block 1	72	0.13 Acres
Block 1	73	0.92 Acres
Block 1	74	0.13 Acres
Block 1	75	0.14 Acres
Block 1	76	0.14 Acres
Block 1	77	0.14 Acres
Block 1	78	0.14 Acres
Block 1	79	0.14 Acres
Block 1	80	0.13 Acres
Block 1	81	0.15 Acres
Block 1	82	2.01 Acres
Block 1	83	0.18 Acres
Block 1	84	0.13 Acres
Block 1	85	0.19 Acres
Block 1	86	0.32 Acres
Block 1	87	0.18 Acres
Block 1	88	0.22 Acres
Block 1	89	0.24 Acres
Block 1	90	0.13 Acres
Block 1	91	0.15 Acres
Block 1	92	0.15 Acres
Block 1	93	0.13 Acres
Block 1	94	0.13 Acres
Block 1	95	0.14 Acres

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
Block 2	1	0.14 Acres
Block 2	2	0.13 Acres
Block 2	3	0.13 Acres
Block 2	4	0.13 Acres
Block 2	5	0.13 Acres
Block 2	6	0.13 Acres
Block 2	7	0.13 Acres
Block 2	8	0.13 Acres
Block 2	9	0.13 Acres
Block 2	10	0.13 Acres
Block 2	11	0.14 Acres
Block 2	12	0.14 Acres
Block 2	13	0.13 Acres
Block 2	14	0.13 Acres
Block 2	15	0.13 Acres
Block 2	16	0.13 Acres
Block 2	17	0.13 Acres
Block 2	18	0.13 Acres
Block 2	19	0.13 Acres
Block 2	20	0.13 Acres
Block 2	21	0.13 Acres
Block 2	22	0.14 Acres

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
Block 3	1	0.13 Acres
Block 3	2	0.13 Acres
Block 3	3	0.13 Acres
Block 3	4	0.13 Acres
Block 3	5	0.13 Acres
Block 3	6	0.13 Acres
Block 3	7	0.13 Acres
Block 3	8	0.13 Acres
Block 3	9	0.13 Acres
Block 3	10	0.13 Acres
Block 3	11	0.14 Acres
Block 3	12	0.13 Acres
Block 3	13	0.13 Acres
Block 3	14	0.13 Acres
Block 3	15	0.13 Acres
Block 3	16	0.13 Acres
Block 3	17	0.13 Acres
Block 3	18	0.13 Acres
Block 3	19	0.13 Acres
Block 3	20	0.13 Acres
Block 3	21	0.13 Acres
Block 3	22	0.14 Acres

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
Block 4	1	0.03 Acres
Block 4	2	0.13 Acres
Block 4	3	0.13 Acres
Block 4	4	0.13 Acres
Block 4	5	0.17 Acres
Block 4	6	0.19 Acres
Block 4	7	0.15 Acres
Block 4	8	0.13 Acres
Block 4	9	0.13 Acres
Block 4	10	0.13 Acres
Block 4	11	0.13 Acres
Block 4	12	1.18 Acres
Block 4	13	0.14 Acres
Block 4	14	0.14 Acres
Block 4	15	0.14 Acres
Block 4	16	0.15 Acres
Block 4	17	0.15 Acres
Block 4	18	0.14 Acres
Block 4	19	0.16 Acres

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
Block 5	1	0.13 Acres
Block 5	2	0.13 Acres
Block 5	3	0.13 Acres
Block 5	4	0.13 Acres
Block 5	5	0.13 Acres
Block 5	6	0.13 Acres
Block 5	7	0.13 Acres
Block 5	8	0.13 Acres
Block 5	9	0.13 Acres
Block 5	10	0.13 Acres
Block 5	11	0.14 Acres
Block 5	12	0.14 Acres
Block 5	13	0.13 Acres
Block 5	14	0.13 Acres
Block 5	15	0.13 Acres
Block 5	16	0.13 Acres
Block 5	17	0.13 Acres
Block 5	18	0.13 Acres
Block 5	19	0.13 Acres
Block 5	20	0.13 Acres
Block 5	21	0.13 Acres
Block 5	22	0.13 Acres
Block 5	23	0.19 Acres

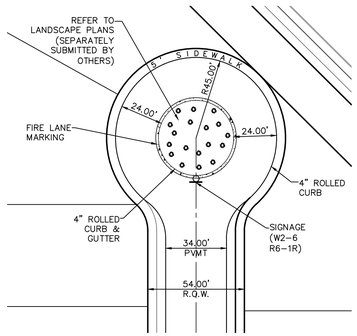
LOT AREAS		
BLOCK NO.	LOT NO.	AREA
Block 6	1	0.15 Acres
Block 6	2	0.13 Acres
Block 6	3	0.13 Acres
Block 6	4	0.13 Acres
Block 6	5	0.13 Acres
Block 6	6	0.13 Acres
Block 6	7	0.13 Acres
Block 6	8	0.13 Acres
Block 6	9	0.13 Acres
Block 6	10	0.14 Acres
Block 6	11	0.15 Acres
Block 6	12	0.15 Acres
Block 6	13	1.39 Acres

LOT AREAS		
BLOCK NO.	LOT NO.	AREA
Block 7	1	0.13 Acres
Block 7	2	0.13 Acres
Block 7	3	0.13 Acres
Block 7	4	0.13 Acres
Block 7	5	0.13 Acres
Block 7	6	0.15

VERDANCIA UNIT THREE SUBDIVISION

BEING A PORTION OF LAND SITUATED IN SECTION 30, BLOCK 78, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, EL PASO COUNTY TEXAS. CONTAINING 45.40 ACRES ±

SHEET 4 OF 4

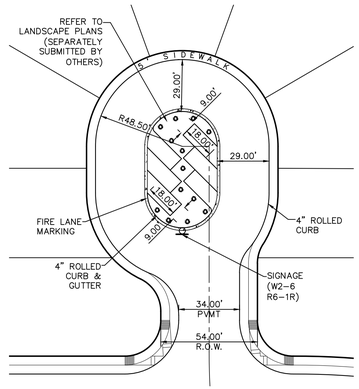


NOTES:

1. CUL-DE-SAC ISLAND LANDSCAPING TO BE MAINTAINED BY HOA.

TYPICAL CUL-DE-SAC LAYOUT

SCALE: N.T.S.

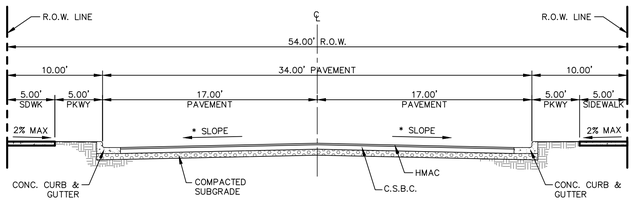


NOTES:

1. CUL-DE-SAC ISLAND LANDSCAPING TO BE MAINTAINED BY HOA.

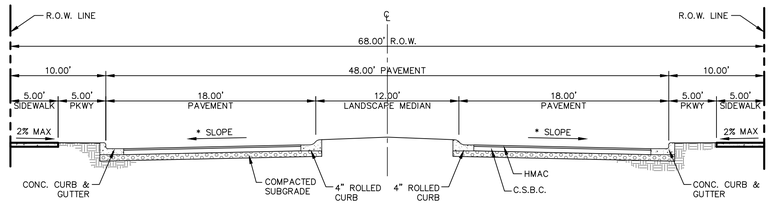
TYPICAL CUL-DE-SAC PARKING LAYOUT

SCALE: N.T.S.



PROPOSED TYPICAL 54' ROW STREET SECTION DETAIL (RESIDENTIAL SUB-COLLECTOR)

SCALE: N.T.S.

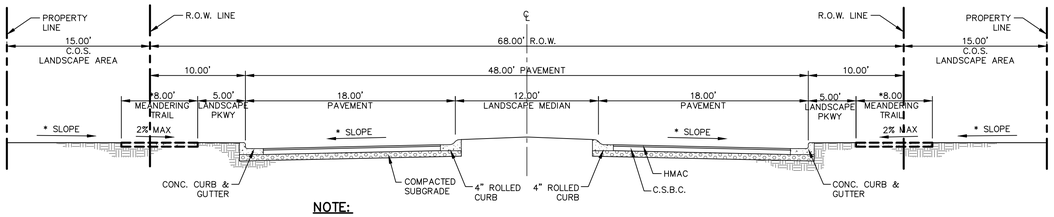


NOTE:

1. COMMON OPEN SPACE (C.O.S.) LANDSCAPE, SIDEWALK & LANDSCAPE MEDIAN WILL BE MAINTAINED BY THE HOA.

PROPOSED TYPICAL 68' ROW STREET SECTIONS DETAIL @ ENHANCED ENTRANCES (RESIDENTIAL COLLECTOR)

SCALE: N.T.S.

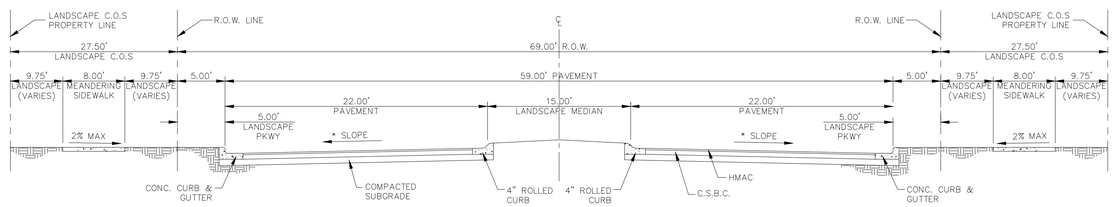


NOTE:

1. COMMON OPEN SPACE (C.O.S.) LANDSCAPE, SIDEWALK & LANDSCAPE MEDIAN WILL BE MAINTAINED BY THE HOA.
2. *MEANDERING 8' TRAIL WITHIN R.O.W. AND COMMON OPEN SPACE.

PROPOSED TYPICAL 68' ROW STREET WITH C.O.S. TRAIL SECTIONS DETAIL @ ENHANCED ENTRANCES (RESIDENTIAL COLLECTOR)

SCALE: N.T.S.

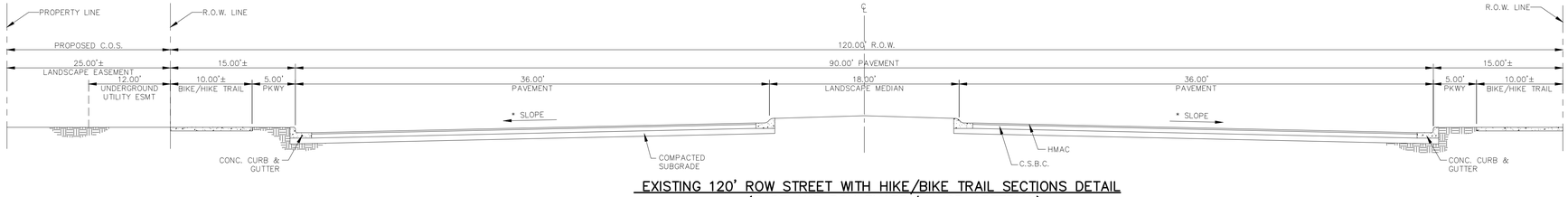


NOTE:

1. COMMON OPEN SPACE (C.O.S.) LANDSCAPE, SIDEWALK & LANDSCAPE MEDIAN WILL BE MAINTAINED BY THE HOA.

EXISTING 69' ROW STREET SECTIONS DETAIL (PASEO DEL ESTE BOULEVARD/COLLECTOR ARTERIAL)

SCALE: N.T.S.



EXISTING 120' ROW STREET WITH HIKE/BIKE TRAIL SECTIONS DETAIL (EASTLAKE BOULEVARD/MAJOR ARTERIAL)

SCALE: N.T.S.

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

BETWEEN THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT AND THE TOWN OF HORIZON CITY, TEXAS FOR REIMBURSEMENT OF ACTUAL DESIGN EXPENSES IN ONNECTION WITH THE CONSTRUCTION OF A SEWER SERVICE LINETO BE INSTALLED AS PART OF THE TOWN OF HORIZON CITY MUNICIPAL FACILITIES PHASE I PROJECT TO ALLOW FOR THE DESIGN AND OF TIE-IN TO EXISTING WATER LINES TO SERVE THE OF HORIZON CITY MUNICIPAL FACILITIES PHASE I PROJECT

This First Amendment to the Interlocal Agreement ("First Amendment") is made and entered into by and between the **Horizon Regional Municipal District ("District")** a political subdivision of the State of Texas operating pursuant to Chapters 49 and 54 of the Texas Water Code and the **Town of Horizon City ("City")** a municipal corporation and a political subdivision of the State of Texas effective as of the last dated signed and dated below (the "Effective Date").

WHEREAS, the District and the City entered into an Interlocal Agreement for the purpose of working collaboratively with the extension of sanitary sewer service line that will serve the Municipal Facilities Phase I Project ("Project");

WHEREAS, pursuant to said Interlocal Agreement the District committed to design the extension of the sanitary sewer service across Darrington Road for the Project;

WHEREAS, the City agreed to reimburse the District for the actual cost of the design for the sanitary sewer line extension;

WHEREAS, the parties have agreed that it will be expeditious for the District to also design the tie-in to the existing water line for the Project; and

WHEREAS, the parties desire to amend the Interlocal Agreement in order to expand the scope of services to include the design of the tie-in to the existing water line for the Project and the reimbursement of the actual expenses incurred.

NOW, THEREFORE, in consideration for the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties acting by and through their respective governing bodies, having determined that it is in the public interest to enter into this First Amendment to Interlocal Agreement, agree as follows:

1. **Interlocal Cooperation.** This First Amendment to the Interlocal Agreement is made and entered into pursuant to the Texas Government Code Section 791.001 et seq., Interlocal Cooperation Act (the "Act") and the City and the District are each political subdivisions fully authorized by the Act to enter into this First Amendment.

2. **District Responsibilities.** The District will design, or caused to be designed, the tie-in to the existing water line for the Project and will provide all the design documents to

contractor so they can install the tie-in to the existing water line for the Project and provide the services set forth on Attachment "A" attached hereto and incorporated herein by reference.

Upon completion of construction of the tie-in, it shall become District Property, and all future maintenance and repair shall become the responsibility of the District.

3. **City's Responsibilities.** The City will reimburse the District for the actual cost of designing the sewer line upon the completion of the construction and transfer ownership of the line to the District.

4. **Ratification.** All other terms and conditions of the Interlocal Agreement except as expressly amended herein shall remain in full force and effect.

Signed and effective the _____ day of _____, 2025.

TOWN OF HORIZON CITY

By:_____
Andres Renteria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT

By:_____
Bob Jarvis, President

TOWN OF HORIZON CITY

RESOLUTION

WHEREAS, the Town of Horizon City has undertaken a project commonly referred to as Municipal Facilities Phase I (the "Project");

WHEREAS, the Town of Horizon City entered into an Interlocal Agreement between the Horizon Regional Municipal Utility District ("HRMUD") and the Town of Horizon City dated August ___, 2024 for reimbursement of actual design expenses in connection with the construction of a sewer service line to be installed as part of the Project (the "Interlocal Agreement");

WHEREAS, the Town of Horizon City has requested the HRMUD also assist in the design of the water service tie-in necessary to provide water service to the Project; and

WHEREAS, the HRMUD has agreed to allow their engineers to design the water tie-in service if the City will reimburse the HRMUD for the actual cost of the design;

WHEREAS, the City and the HRMUD have decided to amend the Interlocal Agreement to allow for the design and reimbursement of the water service water tie-in.

WHEREAS, in order to avoid delaying the completion of the Project it was necessary for the Mayor to authorize the commencement of pre-construction work by the HRMUD engineers and City staff and to sign the First Amendment to the Interlocal Agreement before the December City Council meeting; and

WHEREAS, the Mayor has requested the City Council ratify the actions he took in order to keep the Project progressing and authorize the signature of the First Amendment to the Interlocal Agreement between the Horizon Regional Municipal Utility District ("HRMUD") and the Town of Horizon City ("City") dated August, ____, 2024 for reimbursement of actual design expenses in connection with the construction of a sewer service line to be installed as part of the City's Municipal Facilities Phase I Project to now include the water service tie-in.

NOW, THEREFORE BE IT RESOLVED BY THE HORIZON CITY COUNCIL as follows:

That the Mayor is authorized to sign the First Amendment to the Interlocal Agreement between the Horizon Regional Municipal Utility District ("HRMUD") and the Town of Horizon City ("City") for reimbursement of actual design expenses in connection with the construction of a sewer service line to be installed and for reimbursement of Project Management, Construction Oversight, and survey services for the construction of the water tie in as part of the City's Municipal Facilities Phase I Project.

PASSED AND APPROVED THE _____ day of December, 2025.

TOWN OF HORIZON CITY

By:_____
Andres Renteria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

APPROVED AS TO FORM;

By:_____
Sylvia Borunda Firth
City Attorney

STANDARD UTILITY REIMBURSEMENT AGREEMENT

THIS STANDARD UTILITY REIMBURSEMENT AGREEMENT ("AGREEMENT") BY AND BETWEEN THE TOWN OF HORIZON CITY ("TOWN'), AND TEXAS GAS SERVICE, A DIVISION OF ONE GAS, INC. ("UTILITY"), BOTH ACTING BY AND THROUGH, THEIR DULY AUTHORIZED REPRESENTATIVES, SHALL BE EFFECTIVE ON THE DATE OF APPROVAL AND EXECUTION BY AND ON BEHALF OF THE TOWN.

WHEREAS, the Town has deemed it necessary to make certain highway improvements as designated by the Town and approved by the Texas Department of Transportation ("TxDOT") and the U.S. Department of Transportation Federal Highway Administration ("FHWA") (the "Highway Project");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the Utility as shown more specifically in the Utility's plans, specifications, and estimated costs, which are attached hereto as Attachment "A";

WHEREAS, the Town will participate in the costs of the adjustment, removal, and relocation of certain of the Utility's facilities to the extent as may be eligible for Town and/or Federal participation;

WHEREAS, the Town Council previously approved a Standard Utility Reimbursement Agreement on August 29, 2023, to reimburse the Utility for the cost of relocating its facilities as needed for the N. Darrington Reconstruction Project;

WHEREAS, the authorized amount to be reimbursed was not to exceed $60,000.00 and was not signed by the Utility;

WHEREAS, additional Utility infrastructure must be removed in order to complete the N. Darrington Reconstruction Project, and the amount of reimbursement will be increased to allow for that work;

WHEREAS, the Town and the Utility desire to sign a new Standard Utility Reimbursement Agreement to include the work previously identified, the required new work and allow for contingencies ;

WHEREAS, the Town, upon receipt of reasonable supporting evidence, acknowledges the Utility's interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in Attachment "A".

WHEREAS, the Town and Utility agree that this Standard Utility Reimbursement Agreement supersedes the August 29, 2023 Standard Utility Reimbursement Agreement. ;

NOW, THEREFORE, BE IT AGREED:

The Town will pay to the Utility the costs incurred in adjustment, removal, and relocation of the Utility's facilities up to the amount said costs may be eligible for Town participation an amount not anticipated to exceed the sum of $170,736.00, which includes the removal of 5 concrete caps inside the easement area and the removal/relocation of Utility owned facilities identified in the proposed Standard Utility Reimbursement Agreement approved by Town Council on August 29, 2023 and specified on Attachment "A" attached hereto and fully incorporated herein .

The Town and Utility acknowledge the work may exceed the sum of $170,736.00 if additional Utility facilities need to be relocated/removed before the N. Darrington Road Reconstruction project is completed and the Town agrees that a contingency fund equal to 20% of $170,736.00 ($34,147.20) has been established to cover unexpected expenses. The Mayor is authorized to utilize the contingency fund after receiving and approving a proposed Work Order for the additional work.

The Utility agrees to utilize the unit pricing and estimates specified in Attachment "A" of this Agreement to determine the additional reimbursement amount, if necessary.

In the event the additional reimbursement exceeds the sum of $34,147.20, the Utility will notify the Town as soon as possible to allow the Town to review proposed work orders and schedule the approval by Town Council for additional work.

All conduct under this Agreement, including but not limited to the adjustment, removal, and relocation of the Utility's facilities, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable state, federal and Town laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

Each party to this Agreement shall supply, upon request by the other party, proof of compliance with the aforementioned laws, rules, and regulations prior to the commencement of the adjustment, removal, and relocation of the Utility's facilities.

The Utility shall not commence any physical work, including without limitation site preparation, on the Town's right of way or future right of way, until TxDOT provides the Utility with written authorization to proceed with the physical work upon TxDOT's completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to TxDOT's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been acquired by the Town. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when TxDOT has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the Town and the Utility.

The Utility shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the Utility Facilities, use domestically manufactured products. TxDOT Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the Utility's facilities, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements may result in: (1) the Utility becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the Town withholding reimbursement for the costs incurred by the Utility in the adjustment, removal, and relocation of the Utility's facilities; and (3) removal and replacement of the non-compliant products.

The Utility agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the Town or an established accounting procedure developed by the Utility. Bills for work hereunder are to be submitted to the Town not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to reasonable supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

The Town will, upon satisfactory completion of the adjustment, removal, and/or relocation of the Utility's facilities and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for Town reimbursement.

Upon execution of this Agreement by both parties hereto, the Town will, by written notice, authorize the Utility to perform such work diligently and to conclude said adjustment, removal, and relocation by the completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the Utility's control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the Town or any other party with the Utility's ability to proceed with the work, delays in obtaining required permits, approvals or authorizations or any other event in which the Utility has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the Utility.

This Agreement in its entirety consists of the following elements:

Standard Utility Reimbursement Agreement;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work (Attachment "D");
- Utility Joint Use Agreement – ROW-U-JUA and/or Utility Installation Request Form 1082 (Attachment "E");

- Eligibility Ratio (Attachment "F");
- Betterment Calculation and Estimate (Attachment "G"); and
- Proof of Property Interest – ROW-U-Affidavit (Attachment "H").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the plans and specifications contained in Attachment "A" of this Agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this Agreement, or a written change or extra work order approved by the Town and the Utility.

This Agreement is subject to cancellation by the Town at any time up to the date that work under this Agreement has been authorized. If this Agreement is cancelled by the Town, the Town shall reimburse the Utility for any reasonable costs incurred or contractually obligated to be incurred by the Utility prior to Utility's receipt of notice of cancellation from the Town.

It is expressly understood that the Utility conducts the adjustment, removal, and relocation at its own risk and that the Town makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

Except as and to the extent expressly provided in the Encroachment Agreement between the Town and Utility dated _____, nothing in this Agreement reflects or shall be deemed to constitute any release, relinquishment, abandonment, modification or subordination of any right, title or interest Utility may have in its lands and facilities described above.

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

[*Signature Page and Exhibits follow*]

UTILITY

TEXAS GAS SERVICE
a division of ONE Gas, Inc.

By: _____
Authorized Signature

_____
Print or Type Name

Title: _____

Date: _____

TOWN

TOWN OF HORIZON CITY

By:_____

Andres Renteria, Mayor

Date:_____

____ ____
Initial Date
Town

____ ____
Initial Date
Utility

Attachment "A"
Plans, Specifications, and Estimated Costs

All material items within the cost estimate that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

- Currently, we do not have Buy America required materials planned for this project. In the event that Buy America compliant materials are used during construction on this project, compliance documentation will be provided.

- There are non-domestic iron and steel materials in this project that fall under the De Minimus equation. Calculations showing the total cost does not exceed one-tenth of one percent (0.1 %) of the individual utility agreement amount or $2,500.00, whichever is greater is required.

- We understand the Buy America Compliance Requirements and will supply the required documentation to the Town indicating compliance with this provision. The following documents will be supplied prior to installation of the materials:
    1) Form 1818 - Material Statement
    2) Material Test Reports or Certifications

____ _____ _____ _____
Initial Date Initial Date
Town Utility

Attachment "B"
Accounting Method

- **Actual Cost Method of Accounting**
  The Utility accumulates cost under a work order accounting procedure prescribed by the Federal or Town regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

- **Lump Sum Method of Accounting**
  Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

____ _____ _____ _____
Initial Date Initial Date
Town Utility

Attachment "C"
Schedule of Work

Estimated Start Date: _____, (subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this Agreement)

Estimated Duration (days):_____

Estimated Completion Date:_____

____ _____ Initial Date Town

_____ _____ Initial Date Utility

Attachment "D"
Statement Covering Contract Work
(ROW–U–48)
(ROW–U–48–1, if applicable)

Construction Contract:

- Utility performing with their own forces (timesheets will be required at the time of billing).
- Utility will use outside forces to perform the adjustment, and complete attached ROW-U-48 or ROW-U-48-1 (joint bid).

Engineering Contract:

- Utility performing with their own forces (timesheets will be required at the time of billing).
- Utility will use consultant contracts (continuing contract rate sheets or fee schedules will be required).
- TxDOT will procure utility consultants.

____ ____ ____ ____
Initial Date Initial Date
Town Utility

Attachment "E"
Utility Joint Use Agreement – (ROW-U-JUA) and/or Utility Installation Request – (Form 1082)

- Utility Joint Use Agreement (ROW–U–JUA)
- Utility Installation Review/Permit Number: _____

____ _____ _____ _____
Initial Date Initial Date
Town Utility

Attachment "F"
Eligibility Ratio

Eligibility Ratio established: _____%

- Non-interstate Highway (Calculations attached)
- Interstate Highway

ROW Utility Manual Chapter 8, Section 2
In developing the ratio, line length or number of poles is restricted to facilities located within the existing and proposed highway right of way. Facilities located outside the existing and proposed right-of-way limits will not be used in developing the ratio.

Please see the example of eligibility ratio calculations below.

Plan Sheet or Page#	In Easement (Eligible) Existing # of Poles or LF	In Public ROW (Ineligible) Existing # of Poles or LF
1	0	0
2	84	22
3	90	385
4	238	96
Totals	412	503

Total Existing # of Poles or LF (Eligible)	412
Total Existing # of Poles or LF (Ineligible)	503
Total Existing # of Poles or LF	915
Total Existing # of Poles or LF (Eligible) divided by the Total Existing # of Poles or LF	45.03%

____ ____ ____ ____
Initial Date Initial Date
Town Utility

Attachment "G"
Betterment Calculation and Estimate

- Elective Betterment Ratio established: _____%
  (Calculation attached and justification below)

- Forced Betterment
  (Provide supporting documentation)

- Not Applicable

Elective betterment justification Statement:

____ _____ _____ _____
Initial Date Initial Date
Town Utility

Attachment "H"
Proof of Property Interest

- Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

- Property interest documented through applicable affidavits and required attachments.
    - ROW-U-Affidavit

- The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.

____ _____ _____ _____
Initial Date Initial Date
Town Utility

EXHIBIT A
WORK AUTHORIZATION NO. 72

SERVICES TO BE PROVIDED BY THE GEC

INTRODUCTION

The scope of this **Work Authorization No. 72** covers the services requested of the GEC for Appraisal, Appraisal Review, Title, Right of Way Project Management, Survey (metes and bounds) and negotiation services for the Horizon City Transit Center acquisition of seven (7) parcels and other types of Right of Way review services of the following Town of Horizon City Project:

- Town of Horizon City Delake ROW

Payment for work performed under this work authorization is subject to the Agreement for General Engineering Consulting Services between the Authority and the GEC.

TASK 1 - RIGHT OF WAY ACQUISITION SERVICES

- **Project Management Services ("Project Management")**
  - GEC shall prepare and deliver one monthly invoice for each active Work Authorization. Prepare invoices utilizing standard payment submission forms with supporting documentations. Supporting documentation requirements are determined by the AUTHORITY.
  - GEC shall attend monthly status meetings with date, required attendees, time and location to be determined by the AUTHORITY.
  - GEC will coordinate all required right of way related activities with the project surveyor, title company, appraiser, review appraiser, acquisition agents, relocation agents, condemnation support staff, and condemnation attorney(s).
  - GEC will conduct weekly or bi-weekly right of way acquisition status meetings with project personnel to update status and identify action items.
  - GEC will report project status to the AUTHORITY as requested.
  - GEC shall coordinate with staff and Contractors that have the responsibility of utility accommodation, coordination, and verification that result in the adjustment of utilities such that construction of the transportation project can proceed without delay.

- **Negotiation Service**
  - GEC shall prepare initial property owner contact list.
  - GEC shall, at a minimum, provide a monthly written report on the status of service tasks completed and service tasks remaining in order to bring each parcel into possession.
  - Electronic parcel files must be kept with permanent records transferred to the AUTHORITY. GEC shall maintain working files in the GEC's project management office. GEC shall electronically submit all documents generated or received by the

GEC to the AUTHORITY office. Upon closing of a parcel, GEC shall transfer all remaining documents not previously submitted. GEC shall submit documents required to be hard copies as generated.

- GEC shall maintain copies of all correspondence and contacts with property owners.
- GEC shall maintain records of all payments including, but not limited to, warrant number, amount, and date paid.
- GEC shall analyze preliminary Title Commitment report to determine potential title problems. This includes analysis of access easements.
- GEC shall secure Title Commitment updates in accordance with insurance rules and requirements for parcel payment submissions. There should not be any changes at this point, but if there are changes (such as abstractor's fees) these costs must be reimbursed to the GEC as pass-through costs; any such costs must be approved by the AUTHORITY in advance.
- GEC shall analyze appraisal and appraisal review reports and confirm the approved value prior to making an offer for each parcel.
- GEC shall prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- GEC shall provide property description to the property owner.
- Securing Possession and Use Agreement for Transportation Purposes with Additional Payment of Independent Consideration (PUAIC) is part of general Negotiation Services. GEC shall explain and provide the opportunity for the property owner to execute a PUAIC in accordance with the AUTHORITY or TxDOT policy and procedures.
- GEC shall prepare all documents required or requested by the AUTHORITY on applicable TxDOT forms (i.e., the initial offer letter, memorandum of agreement, instruments of conveyance).
- GEC shall send the written offer, appraisal report, and required brochures to each property owner or the property owner's designated representative through CMRRR; maintain coordination of all closing activities, including but not limited to following-up on contacts and securing the necessary instruments upon acceptance of the offer; and retain copies of the unsigned CMRRR receipt and the appraisal as support for billing purposes.
- GEC shall respond to property owner inquiries verbally and in writing within two business days.
- GEC shall prepare a separate negotiator contact report for each parcel, per contact, on applicable TxDOT forms.
- The curative services necessary to provide a clear title are the responsibility of the GEC and thus are part of the GEC's fee for Negotiation Services and Condemnation Support Services. Curative services do not include costs and expenses that qualify as payment of incidental expenses to transfer real property. Incidental expenses not paid to the title company are reimbursed as a pass-through cost but must be approved by the GEC in advance.
- GEC shall have direct contact with the title company to obtain an updated Title Commitment along with other forms and certified copies of the instrument of conveyance necessary when requesting the parcel payment through the AUTHORITY.

- All original documents generated or received by the GEC must be delivered to AUTHORITY. Copies or working file documents must be kept by the GEC.
- GEC shall maintain parcel files of original documentation related to the purchase of the real property or property interests.
- GEC shall provide closing services in conjunction with the title company and shall be required to attend closings. In the event of a closing by mail, title work must be reviewed prior to the closing by mail and again prior to recording of the instrument.
- GEC shall record all original instruments immediately after closing at the respective county clerk's office.
- GEC shall advise property owner of the administrative settlement process, assist them with the preparation of a counteroffer package, and shall transmit any written counteroffer from property owners including applicable forms, supporting documentation and written comments with regard to Administrative Settlements in accordance with the AUTHORITY's policy and procedures.
- GEC shall secure title insurance for all parcels acquired, insuring acceptable title. Written approval by the AUTHORITY is required for any exception.
- GEC shall appear and provide Expert Witness testimony as required.
- GEC shall follow current TxDOT guidelines when negotiating parcels.

- **Condemnation Support Services**
  - In the event acquisition efforts by the GEC are unsuccessful, GEC shall prepare and send all final file documents to the Town of Horizon City and or their designated outside counsel required to initiate eminent domain activities.

TASK 2 - APPRAISAL AND APPRAISAL REVIEW SERVICES

- GEC shall select and use only Appraisers certified by the Texas Appraiser Licensing and Certification Board (TALCB). The selected appraiser should also possess additional credentials from recognized appraisal professional organizations.

- All appraisal services must comply with the Uniform Standards of Professional Appraisal Practice ("USPAP") and applicable Texas Law.

- **Initial Real Estate Appraisal Services**
  - Appraisers must provide advance notice of the date and time of their appraisal inspections of the subject property to the GEC Project Manager in order to coordinate the Appraiser's inspection with (if applicable and practical) the initial interview with the Displacee by the Relocation Agent.
  - GEC shall prepare and conduct personal pre-appraisal contact with interest owners or their designated representative. The appraiser shall also contact the property owner prior to their inspection for each parcel and offer each owner the opportunity to accompany the Appraiser and Relocation Agent on the inspection of the subject property. The records of contact shall be part of the parcel file.
  - With the information from the GEC, the Appraiser must secure permission from the owner to enter the property from which real estate is to be acquired. If after diligent effort the Appraiser is unable to secure the necessary permission from the property

owner, a written waiver must be obtained from the AUTHORITY. The permission or written waiver must be incorporated into the appraisal reports.
  - The assignment for an initial and update appraisal are two separate and distinct appraisal assignments. The fee for each assignment must be reflective of the complexity of the specific individual assignment.
  - For an initial appraisal assignment, the Appraiser shall prepare an appraisal estimating total compensation for each parcel to be acquired in a format that conforms to and complies with Standard 2-2(a) of the USPAP for an "Appraisal Report" as promulgated by the Appraisal Foundation.
  - As necessary, GEC shall prepare written notification to the AUTHORITY of any environmental concerns associated with the right of way to be acquired, which may require environmental re-mediation.
  - All completed appraisals must be administratively reviewed and recommended for approval.
  - Processing monthly invoices for appraisal services will not be delayed for the purpose of the completion of the administrative review.
  - GEC coordinates with the Review Appraiser (if applicable) regarding revisions, comments, or additional information that might be required.
  - The Review Appraiser must coordinate with the Appraiser.

- **Appraisal Review Services**
  - Review Appraiser must review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and the USPAP.
  - Review Appraiser shall prepare and submit an appraisal review report which complies with content in Standard 4-2 of the USPAP for each appraisal review assignment.
  - The assignment for the review of an initial and update appraisal are two separate and distinct appraisal review assignments. The fee for each review assignment must be reflective of the complexity of the specific individual review assignment.
  - The review appraiser shall review appraisal reports for the purposes of establishing total compensation for eminent domain purposes.
  - The review appraiser will recommend the appraisal reports and total compensation for approval or acceptance, by use of a report which complies with Standard 4-2 of USPAP, which serves as the appraisal review report for the reviewer.
  - The appraisal reviews of appraisal reports will be performed within the requirements of the USPAP and with acceptable appraisal review standards for eminent domain purposes. Recognized methods and techniques of credible appraisal reports and reviews which are taught in appraisal courses and found in texts and publications should also be a reference for the review appraiser.
  - Appraisal reviews that require a conclusion, approval, agreement, or release of a value shall constitute a "technical review" and will comply with the related requirements.

- **Update Appraisal Preparation and Testimony Services**
  - For an updated appraisal, the Appraiser must prepare an update for each parcel to be

acquired which complies with Standard 2-2(a) or with Advisory Opinion AO-3 of USPAP. These reports shall in all ways conform and comply with USPAP.

- Beyond delivery of the appraisal assignments, the Appraiser may be called to provide preparation and testimony for a Special Commissioners Hearing ("Hearing"). For this appraisal assignment, the fee for the preparation time and testimony are separate from the initial and update assignment.

TASK 3 - TITLE SERVICES

- **Title Examination**
  The GEC will provide title examination and closing services for the project through a subcontractor on behalf of the AUTHORITY and Town of Horizon City. Services rendered will include the following:
  - Upon receipt of a legal description of the parcel(s) required from the project surveyor, the GEC will provide a title commitment indicating current ownership along with a copy of the vesting documents to support Schedule A. The GEC will also provide all recorded documents shown as exceptions to title on Schedule B of the title commitment and all documents shown as title curative requirements on Schedule C of the title commitment. The GEC will depend on this information to deliver clear title to the parcels being acquired.
  - The GEC will provide updates to title commitment as required by the AUTHORITY though the life cycle of the project.
  - If a parcel to be acquired requires acquisition by eminent domain, the GEC will review pleadings to confirm that the condemnation proceeding will dispose of all interests and vest fee simple title in the AUTHORITY and/or Town of Horizon City.

- **Title Policy**
  The GEC, through a subcontractor, will serve as escrow agent and provide closing services upon receipt of funds for the parcel being acquired, including the following:
  - The GEC will prepare settlement statements on a HUD-1 form along with other affidavits
  - or closing requirements. The GEC will provide these documents to the AUTHORITY for review and execution, as required, prior to closing.
  - The GEC will provide in person closings or mail outs to owners, as necessary.
  - The GEC will disburse funds to sellers, with all normal closing costs to be charged to the AUTHORITY and/or Town of Horizon City.
  - All deeds and required title curative documents will be appropriately recorded with the County Clerk of El Paso County.
  - The GEC will deliver an owner's policy of title insurance to the AUTHORITY and/or Town of Horizon City, showing said entity as the named insured.
  - The GEC will comply with any special requirements (such of deletion of survey exception) or other requirements as specified by the AUTHORITY and Town of Horizon City.

TASK 4 - METES AND BOUNDS SERVICES

All surveying will comply with the Professional Land Surveying Practices Act, Article 5282c, Vernon's Texas Civil Statues. All surveying will comply with applicable rules promulgated by the Texas Board of Professional Land Surveying. The Manual of Practice published by the Society of Professional Surveyors will be used as a guide in determining accuracy requirements and procedures to follow. The field surveying efforts will include the following:

- Thoroughly assess the seven (7) parcels, ensuring proper setup, documentation, and accurate coordinates. Additionally, include both a Topography Survey and a Metes and Bounds Description.
- One (1) copy of a written, sealed Metes and Bounds Description shall contain the stamp or seal of a registered land surveyor for parcel portion along Delake Drive.
- A Survey Map – The Metes and Bounds Description shall be accompanied by one (1) copy of a survey map that shall contain the legal description, the stamp or seal of a registered land surveyor, and shall be dated within one year of the application submittal date. If there are existing structures on the subject property, they will be described accurately on the survey map.

SCHEDULE

Upon execution of work authorization, the completion of the services will take approximately ten months (10).

ASSUMPTIONS

- Right of Way Maps and Final Surveys to be provided by the AUTHORITY upon issuance of Work Authorization to GEC.
- The AUTHORITY will coordinate and manage all condemnation proceedings.
- Hourly rates and overhead rates shown in Exhibit B are estimates or averages used for the purpose of establishing the not to exceed budget for this work authorization.
- Property Management, disposal of property, and required demolition activities will be provided by the AUTHORITY or Town of Horizon City.
- Project consists of fee simple acquisition of seven (7) parcels.
- The project does not include State or Federal funding.
- Relocation assistance services are not required on this project.
- The title fees include estimated title premium costs based on estimated parcel values not yet determined by the appraiser.
- The appraisal fees given by Martha Gayle Reid-Lynch are based upon a preliminary drawing provided and fall within certain appraisal fee categories based on the preliminary drawing. These fees may change based upon updated drawings and surveys.
- A "desktop" appraisal review will be performed instead of a full review. The appraisal review will not require the review appraiser to travel to the project to personally inspect the subject parcel and comparable sales.
- All negotiation efforts by Atkins' licensed agents will be managed remotely with no travel to El Paso, TX.

ACRONYMS AND DEFINITIONS

1. ACRONYMS

1.1. **AUTHORITY** – Camino Real Regional Mobility Authority (CRRMA)
1.2. **CMRRR** - Certified Mail Return Receipt Requested
1.3. **ROW** - Right of Way
1.4. **TxDOT** - Texas Department of Transportation (Department)
1.5. **USPAP** - Uniform Standards of Professional Appraisal Practice 2018-2019 Edition aspromulgated by the Appraisal Standards Board of The Appraisal Foundation

2. DEFINITIONS

2.1. **Appraisal** - The act or process of developing an opinion of value of or pertaining to appraising and related functions such as appraisal practice or appraisal services. (Source: USPAP 2018 – 2019 edition)
2.2. **Appraisal Review** - The act or process of developing and communicating an opinionabout the quality of another Appraiser's work that was performed as part of an appraisal or appraisal review. (Source: USPAP 2018 – 2019 edition)
2.3. **Appraiser** - One who is expected to perform valuation services competently and in amanner that is independent, impartial, and objective. (Source: USPAP 2018 – 2019 edition)
2.3.1. **Department-Certified Appraiser** - An Appraiser certified by TxDOT to performreal estate appraisal services and who has an active state-certification by the Texas Appraiser Licensing and Certification Board.
2.3.2. **State-Certified General Appraiser** - An individual that is certified as a GeneralReal Estate Appraiser by the Texas Appraiser Licensing and Certification Boardwhich carries the authorization to appraise all types of real property without regard to complexity or transaction value. The term "State-Certified General Appraiser" can be used interchangeably with "Real Estate Appraiser" and "Appraiser."
2.4. **Real Estate Appraiser (Department Certified)** - An individual licensed to provide realestate appraisal services in the State of Texas and certified by TxDOT. The terms "Appraiser," "Real Estate Appraiser," and "Department-Certified Real Estate Appraiser" are used interchangeably.
2.5. **Review Appraiser -** The term "Review Appraiser" is used when referencing a Department-Certified Real Estate Appraiser that is performing Appraisal Review Services for the Department and is signing and certifying the review document.
2.6. **Work Authorization** - A written and executed authorization to begin work. The Work Authorization includes a detailed scope of work as well as a contract period and maximum amount payable that does not exceed the time or money restrictions specified in the prime contract.
2.7. **Work Authorization Amendment –** An amendment to a work authorization.

[END OF EXHIBIT]

EXHIBIT B

FEE ESTIMATE SUMMARY

Town of Horizon City Delake ROW
Work Authorization #72

TASK	TOTAL
Task 1 - Right of Way Acquisition Services	$ 155,255.84
Task 2 - Appraisal Services	$ 64,032.91
Task 3 - Title Services	$ 15,400.00
Task 4 - Survey Services	$ 19,180.00
Other Direct Costs	$ 6,170.00
TOTAL	**$ 260,038.75**

MONTH	1.0	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	Hourly Rate	Burden Rate	Sum Hrs.	Total Dollars
Task 1 - Right of Way Acquisition Services													
a. Project Management													
Sr. Project Director (AtkinsRéalis)	12	12	12	12	12	12	12	12	12	$105.00	$267.68	108	$ 28,909.44
Senior Engineer IV (AtkinsRéalis)	12	12	12	12	12	12	12	12	12	$80.00	$203.95	108	$ 22,026.60
Project Coordinator II (AtkinsRéalis)	12	12	12	12	12	12	12	12	12	$40.00	$101.97	108	$ 11,012.76
Technical Manager (AtkinsRéalis)	16	16	16	16	16	16	16	16	16	$90.00	$229.44	144	33,039.36
												Sub-Total	94,988.16
b. Negotiation													
Sr. ROW Agent III (AtkinsRéalis)	32	32	32	32	32	32	32	32	32	$50.00	$127.47	288	36,711.36
Document Control Coordinator I (AtkinsRéalis)	16	16	16	16	16	16	16	16	16	$35.00	$89.23	144	12,849.12
												Sub-Total	49,560.48
d. Condemnation Support													
Sr. ROW Agent II (AtkinsRéalis)			8	8	8	8	8	8	8	$75.00	$191.20	56	10,707.20
												Sub-Total	10,707.20
												Total Task 1	155,255.84
Task 2 - Appraisal Services													
a. Initial Appraisal													
Senior Appraiser	88	87									$275.00	175	48,125.00
												Sub-Total	48,125.00
b. Appraisal Review													
Sr. ROW Agent III (AtkinsRéalis)	16	40	40							$65.00	$165.71	96	15,907.91
												Sub-Total	15,907.91
												Total Task 2	64,032.91
Task 3 - Title Services													
a. Title Examination													
CNAT - Examination Fee	3	3	1								$500.00	7	3,500.00
												Sub-Total	3,500.00
b. Title Policy													
CNAT - Policy Premium									7		$1,000.00	7	7,000.00
CNAT - Escrow Fee	3	3	1								$700.00	7	4,900.00
												Sub-Total	11,900.00
												Total Task 3	15,400.00
Task 4 - Survey Services													
a. Metes & Bounds													
SLI - Plat of Survey	3	4									$2,740.00	7	19,180.00
												Sub-Total	19,180.00
												Total Task 4	19,180.00
Other Direct Costs													
Rental Car - Per Day	4										$85.00	4	340.00
Travel - Flights, Lodging, Per Diem, Mileage	3										$1,000.00	3	3,000.00
Miscellaneous - Postage, Filing Fees, etc.	1										$2,830.00	1	2,830.00
Atkins: Overhead 127.62%, Profit 12%, Multiplier 2.54												Sub-Total	6,170.00
												TOTAL	260,038.75

[END OF EXHIBIT]

RESOLUTION

WHEREAS, the Town of Horizon City ("City) is a political subdivision of the State of Texas;

WHEREAS, The Camino Real Regional Mobility Authority ("CRRMA") is a regional mobility authority created pursuant to the request of the City of El Paso and operating pursuant to Chapter 370 of the Texas Transportation Code and is a body politic and corporate and a political subdivision of the State of Texas;

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

WHEREAS, Chapter 370 of the Texas Transportation Code permits the CRRMA to enter into an agreement under which the CRRMA may acquire, plan, design, construct, maintain, repair, or operate a transportation project on behalf of another governmental entity if the transportation project is located in the CRRMA's area of jurisdiction or in a county adjacent to the CRRMA's area of jurisdiction;

WHERAS, the City desires to enter into an interlocal agreement with the CRRMA to allow the CRRMA to provide the following services: appraisal, appraisal Review, title, right of way project management, survey (metes and bounds) and negotiation services for the Horizon City Transit Center acquisition of seven (7) parcels and other types of Right of Way review services for Town of Horizon City Delake ROW Project; and

WHEREAS, the City and the CRRMA desire to enter into an interlocal agreement to allow for the CRRMA to complete the services requested by the City for the Project.

NOW, THEREFORE, the Town of Horizon City Council resolves as follows:
That the Mayor is authorized to sign the Interlocal Agreement Project Development Agreement between the Town of Horizon City, Texas and the Camino Real Regional Mobility Authority in an amount not to exceed $278,538.75

PASSED AND APPROVED THE _____ DAY OF DECEMBER, 2025.

TOWN OF HORIZON CITY

By:_____
Andres Renteria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By:_____
Sylvia Borunda Firth
City Attorney

October 16, 2025

Eduardo Garcia
Director
Horizon Economic Development Corporation
1525 Oxbox Drive
Horizon City, TX 79928

RE: Professional Services Proposal

Dear Mr. Garcia:

Pettit and Ayala Consulting ("PAC") is pleased to provide this proposal for economic development professional services relating to the potential creation of a Tax Increment Reinvestment Zone ("TIRZ") in **Horizon City, Texas** ("City").

The Project
It is our understanding that the Economic Development Corporation (EDC) is interested in potentially creating a TIRZ district with the purpose of facilitating development.

The Assignment
Our work under this proposal would be to provide professional economic development services. PAC's primary role will be to provide professional economic development services relating to creating a TIRZ.

The Team
We propose working in a team organized as follows:

- You will be our point of contact and will provide overall direction to our team. You may also include other members of the EDC and City staff with which we will meet regularly to review our progress and to get input and direction on our work.
- At this time, we do not anticipate the need for any additional consultants to accomplish the work described in this proposal.

Statutory Requirements
Chapter 311 of the Texas Tax Code outlines the various procedures for creating and amending a TIRZ. The designation TIRZ ordinance is approved by the governing body of the municipality and establishes four key elements, including:

- Boundary;
- Term;
- TIRZ Board; and
- Preliminary project and financing plan.

Before adopting an ordinance designating the reinvestment zone, the governing body of the municipality must hold a public hearing on the creation of the zone and publish notice of the hearing not later than the seventh day before the public hearing. A final project and financing plan is subsequently approved by the TIRZ Board and then by the governing body of the municipality. Any amendment to an existing TIRZ would follow these same procedures.

306 West 7th Street, Suite 602 | Fort Worth, Texas 76102
817.439.9515 | www.dpedllc.com

Scope of Services

Based on our conversations and our experience on previous projects, we propose the following scope of services for the creation of a TIRZ. Our proposed scope of services is divided into separate tasks, each providing a description of the work to be performed and the key products resulting from the task.

Task 1

District Review

Our first step would be to collect and analyze available information in the proposed TIRZ. This includes available development data; existing planning documents such as the comprehensive plan, land use plan, thoroughfare plan; physical information such as existing zoning and land use, existing and planned infrastructure, and topography; and property data such as ownership and tax values.

Task 2

Data Collection and Analysis

Based upon parcel data provided by the EDC and City, PAC would provide a geographic information system (GIS) database of existing values for land and improvements, ownership data, and current land use information. The database and maps will provide the baseline data for the analysis. Key products of this task would include a TIRZ database and accompanying maps in digital and hard copy formats.

Task 3

Taxable Value Analysis

A multi-year historic taxable value review of similar developments would be conducted to establish conservative assumptions of future taxable value for each parcel in the proposed zone. We would also develop projections for future land uses, and timing of proposed developments. This task will be the basis for developing a spreadsheet model of potential TIRZ increments, given a reasonable range of development assumptions and taxable values. Key products of this task would include a spreadsheet model on a parcel-by-parcel basis with projections based upon the historical taxable value review, development projections and reasonable timing expectations.

Task 4

Develop TIRZ Cash Flow Model

Based on the anticipated land uses and projections, PAC would develop a draft financing cash flow model (and supporting spreadsheets) for a 15, 20, and 30-year time period. This model will allow the EDC, City, consultants and others to underwrite the proposed developments and test various scenarios for the eventual financing plan. Key products of this task would include excel spreadsheets of TIRZ Cash Flow Models with macros established for growth and development assumptions.

Task 5

Prepare TIRZ Project and Financing Plan

PAC would then develop the Finance Plan, Project Plans, and Detailed Description of TIRZ, and other exhibits required for local government review and approval per the state legislative requirements. This work includes the written, graphic, and PowerPoint materials and exhibits, as well as support of the process. Backup materials such as spreadsheets and databases will also be products that support the plans. Key products would include a preliminary TIRZ Project and Financing Plan comprised of a legal description of the zone, proposed TIRZ projects, estimated project costs, term of the zone and a tax increment analysis.

Task 6

TIRZ Documentation Support

PAC will provide assistance with drafting necessary documents for creating the TIRZ including: 1) public hearing notices; 2) resolutions; and 3) ordinances. This can be a time consuming process for EDC and City staff, however DPED's extensive experience in drafting these documents should help streamline the preparation of materials necessary for City Council consideration. This task would also include assistance in creating and appointing the appropriate TIRZ board per the TIRZ creation ordinance.

Fee for Services
Our fee for services relating to the scope of services would be a lump sum fee of $40,000 for the TIRZ creation. Fees would be charged monthly, subject to on-going progress on the work effort related to the creation of the TIRZ.

Scope of services may be authorized by Phase by email to dpettit@pettitayala.com authorizing the start of the Phase per the individual cost breakdown:

Phase I, to include Tasks 1-4
- $25,000

Phase II, to include Tasks 5-6
- $15,000

Reimbursable expenses not to exceed $2,500 would be charged to include out-of-pocket expenses incurred in the interest of the project at actual costs.

Changes of Scope and Additional Services
Minor additions to our scope will be treated as Additional Services. Work on Additional Services will not begin until authorized in writing by the Client.

Additional Services and Rates for Hourly Services
Additional Services shall be billed on an hourly not to exceed basis unless a fixed fee or other method of compensation is mutually agreed upon. Our current hourly rates are:

Classification	Hourly Billing Rate
David Pettit	$375.00
Project Manager	$300.00
Project Specialist	$120.00
Planning Intern	$100.00
Administrative	$80.00

These rates apply for the current calendar year and are subject to revision on January 1, when they may be revised to reflect changes in staff salaries over the preceding year.

Term of Agreement
It is anticipated that the services covered in the proposal will be completed within twelve (12) months of the date services begin. This Agreement will terminate upon the earlier of completion of services or twelve (12) months from the date of this Agreement. Additionally, Client may terminate this Agreement for any reason upon thirty (30) days written notice to DPED and DPED will cease any and all work upon receipt of such notice, unless otherwise directed in the notice. In the event of a termination as described above, Client shall be responsible for the payment of the fees and expenses incurred by DPED pursuant to this agreement through the date of such termination.

Reimbursables
We propose to be reimbursed for out-of-pocket expenses incurred in the interest of the project at DPED actual cost. Reimbursable expenses include: travel expenses; our direct consultants and their expenses (to be reimbursed, all consultants and their bids must be approved in writing, in advance by the client); reproduction; long distance communication; document printing and delivery; document graphics and binding; delivery, postage and handling; special materials; photography; etc. (Reasonable backup will be available upon request.)

Invoices and Payments
Payment for services rendered is due within thirty (30) days of Client's next monthly billing cycle following receipt of invoice. In the event any invoices remain unpaid 45 days after the invoice date, we suspend work until we have been paid in full all amounts due for services and expenses. Amounts unpaid for more than 30 days after the due date may accrue interest at 10% per annum. In the event we are forced to commence a collection

proceeding, you agree to pay reasonable attorney's fees and court costs, in addition to our fees billed under this proposal.

Suspension and Termination

If the project is suspended or abandoned, DPED will be compensated for all services billed prior to receipt of written notice by the Client. Services that are not billed or completed between billing periods and receipt of written notice will be reimbursed at DPED's standard hourly rates. If the scope or schedule of the project should change beyond that to be reasonably expected due to the program changes, schedule or other reason, at their option, DPED may re-negotiate the aforementioned fees and scope of work. Any renegotiation of scope or fee will be in writing and subject to the signing of both parties.

Certifications

Guarantees and Warranties: We will not be required to execute any document that would result in our certifying, guaranteeing or warranting the existence of conditions whose existence we cannot ascertain.

Authorization to Proceed

Thank you again for this opportunity to work with you. Your signature below and the return of one copy to us for our file will confirm your approval and authorize us to proceed.

Insurance

DPED will provide proof of professional liability insurance (including errors and omissions) with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate and excess/umbrella liability of $1,000,000 per occurrence and $2,000,000 in the aggregate to client. Additionally, DPED shall carry the following insurance coverages:

(a) Worker's compensation insurance at the statutory limits and employer's liability insurance, with minimum limits of $1,000,000.00/$1,000,000.00/$1,000,000.00; and

(b) Comprehensive general liability insurance, with minimum limits of $2,000,000.00 each occurrence and $4,000,000.00 in aggregate; and

(c) Comprehensive automobile liability insurance, with minimum limits of $1,000,000.00 combined single limit each occurrence; and

DPED has previously provided, or concurrently with the execution of this agreement is providing, to Client a certificate of insurance issued to Client evidencing the foregoing insurance coverages and evidencing that Client and Client's lender, if any, are additional insured parties with respect to the insurance policies referred to in the foregoing subparagraphs (b) and (c).

Notices

Any notice required or permitted to be given to either party shall be deemed to be received by such party (a) three (3) days after deposit in the United States Registered or Certified Mail, Return Receipt Requested, or (b) one (1) business day after deposit with a nationally recognized overnight delivery service for next day delivery, or (c) upon personal delivery to the party to whom addressed provided that a receipt of such delivery is obtained, or (d) on the next business day after transmission by telecopy provided that a confirmation copy is concurrently deposited in United States Certified or Registered Mail, Return Receipt Requested, in any case addressed to the parties at the following addresses:

If to Client:

Horizon Economic Development Corporation
1525 Oxbox Drive
Horizon City, TX 79928
Attention: Eduardo Garcia
Email: egarcia@horizonedc.com

If to PAC:

Pettit & Ayala Consulting
306 West Seventh Street, Suite 602
Ft. Worth, TX 76102
Attention: David Pettit
Email: dpettit@pettitayala.com

or to the parties at such other addresses or telecopy numbers as they may designate by notice to the other party as herein provided.

SUMMARY
I hope this accurately outlines the professional services you anticipated. If you have any questions or concerns please do not hesitate to contact me at 817.439.9421.

Thank you for considering Pettit and Ayala Consulting.

Sincerely,



David Pettit
Managing Member

If this agreement meets with your approval, please sign and return one executed copy to our office as notice to proceed.

AGREED TO AND ACCEPTED BY:

By: _____ Date: _____

MOTION

TOWN OF HORIZON CITY, TEXAS

That the expenditure of $40,000.00 by the Town of Horizon City Economic Development Corporation to engage the services of Petit & Ayala Consulting for the purpose of assisting in the creation of a Tax Increment Reinvestment Zone is hereby approved by the City Council of the Town of Horizon City, Texas.

Town of Horizon City

By:_____
Andres Renteria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk