



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, March 12, 2024, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, March 12, 2024 at 6:00 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

Meeting Recording:

3-12-24 City Council Meeting
Recording password: Horizon123

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

CONSENT AGENDA

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

- 3. **Approval of Minutes from:** **6**

Mayor/City Clerk
2/13/20 Regular City Council Meeting.

- 4. **Discussion and Action:**
Mayor/Finance Director
On acceptance of a donation to the Town of Horizon in the amount of \$100.00 from MindWarp Film, LLC in appreciation for allowing photography of police vehicles.

- 5. **Request to Excuse Absent Council Members:**

- 6. **Approval of Consent Agenda Items:**
REGULAR AGENDA

- 7. **Discussion and Action:** **12**
Mayor/Finance Director

On a Resolution authorizing the Mayor to sign the Interlocal Agreement with the City of El Paso for Public Health and Environmental Services for the Town of Horizon City and the HIPAA Business Associate Agreement. Compensation for these services provided by the City of El Paso will be \$203,941.00 for the FY 2023/2024 Contract. The term of the Agreement is September 1, 2023 through August 31, 2024.

- 8. **Discussion and Action:** **39**
Mayor/Municipal Judge

Regarding a resolution authorizing the Mayor and the Municipal Court Administrator to sign a revised Interlocal Cooperation Contract for the Failure to Appear Program.

- 9. **Discussion and Action:** **46**
Mayor/CIP Manager

On an update on the Capital Improvement Program.	
10. Discussion:	68
Mayor/Chief Planner	
1st Reading of Ordinance No. _____ , an Ordinance vacating a 10'-foot Public Utility Easement Located at 1560 Pawling Dr. in a Portion of Lot 2, Block 2, Horizon Manor Unit One, Town of Horizon City, El Paso County, Texas; and Providing for Repealer and Severability Clauses.	
11. Discussion:	83
Mayor/Chief Planner	
1st Reading of Ordinance No. _____ , an Ordinance vacating a 10'-foot Public Utility Easement Located at 14476 Desert Sage Dr. in a Portion of Lot 13, Block 32, Horizon Mesa Unit Six, Town of Horizon City, El Paso County, Texas; and Providing for Repealer and Severability Clauses.	
12. Discussion and Action:	97
Mayor/Chief Planner	
On a request for an exception to Chapter 14, Section 602.8 (Exhibit A), Subsection B.7 of the Municipal Code to allow for the sale of alcoholic beverages within 300 feet of a day care center for property located at 14476 Horizon Blvd Suite D-E. Application submitted by Roberto Lugo-Principe.	
13. PUBLIC HEARING:	103
Mayor/Building Official	
2nd Reading of Ordinance No. _____ , an Ordinance of the Town of Horizon City, Texas, adopting the fire code by adopting and authorizing the Mayor to execute and adopt the fire code; and providing for the following: findings of fact, repealer, severability, effective date, proper notice, and hearing; creating a misdemeanor punishable by a fine not to exceed \$2,000.	
14. Discussion and Action:	109
Mayor/Building Official	
2nd Reading of Ordinance No. _____ , an Ordinance of the Town of Horizon City, Texas, adopting the fire code by adopting and authorizing the Mayor to execute and adopt the fire code; and providing for the following: findings of fact, repealer, severability, effective date, proper notice, and hearing; creating a misdemeanor punishable by a fine not to exceed \$2,000.	
15. PUBLIC HEARING:	
Mayor/Building Official	
2nd Reading of Ordinance No. _____ , an Ordinance of the Town of Horizon City, Texas, adopting an existing building code by adopting and authorizing the Mayor to execute and adopt the international existing building code; and providing for the following: findings of fact, repealer, severability, effective date, proper notice, and hearing; creating a misdemeanor punishable by a fine not to exceed \$2,000.	
16. Discussion and Action:	113
Mayor/Building Official	
2nd Reading of Ordinance No. _____ , an Ordinance of the Town of Horizon City, Texas, adopting an existing building code by adopting and authorizing the Mayor to execute and adopt the international existing building code; and providing for the following: findings of fact, repealer, severability, effective date, proper notice, and hearing; creating a misdemeanor punishable by a fine not to exceed \$2,000.	
17. PUBLIC HEARING:	
Mayor/Building Official	
2nd Reading of Ordinance No. _____ , an Ordinance of the Town of Horizon City, Texas, amending the fuel gas code by adopting and authorizing the Mayor to execute and adopt the amended fuel gas code; and providing for following: findings of fact, repealer, severability, effective date, proper notice, and hearing.	
18. Discussion and Action:	117
Mayor/Building Official	
2nd Reading of Ordinance No. _____ , an Ordinance of the Town of Horizon City, Texas, amending the fuel gas code by adopting and authorizing the Mayor to execute and adopt the amended fuel gas code; and providing for following: findings of fact, repealer, severability, effective date, proper notice, and hearing.	
19. PUBLIC HEARING:	

Mayor/Building Official

2nd Reading of Ordinance No. _____, an Ordinance of the Town of Horizon City, Texas, amending the residential building code by adopting and authorizing the Mayor to execute and adopt the amended residential building code; and providing for the following: findings of fact, repealer, severability, effective date, proper notice, and hearing.

20. Discussion and Action:

121

Mayor/Building Official

2nd Reading of Ordinance No. _____, an Ordinance of the Town of Horizon City, Texas, amending the residential building code by adopting and authorizing the Mayor to execute and adopt the amended residential building code; and providing for the following: findings of fact, repealer, severability, effective date, proper notice, and hearing.

21. PUBLIC HEARING:

Mayor/Building Official

2nd Reading of Ordinance No. _____, an Ordinance of the Town of Horizon City, Texas, amending the building code by adopting and authorizing the Mayor to execute and adopt the amended building code; and providing for following: findings of fact, repealer, severability, effective date, proper notice, and hearing.

22. Discussion and Action:

125

Mayor/Building Official

2nd Reading of Ordinance No. _____, an Ordinance of the Town of Horizon City, Texas, amending the building code by adopting and authorizing the Mayor to execute and adopt the amended building code; and providing for following: findings of fact, repealer, severability, effective date, proper notice, and hearing.

23. PUBLIC HEARING:

Mayor/Building Official

2nd Reading of Ordinance No. _____, an Ordinance of the Town of Horizon City, Texas, amending the energy conservation code by adopting and authorizing the Mayor to execute and adopt the amended energy conservation code; and providing for the following: findings of fact, repealer, severability, effective date, proper notice, and hearing.

24. Discussion and Action:

129

Mayor/Building Official

2nd Reading of Ordinance No. _____, an Ordinance of the Town of Horizon City, Texas, amending the energy conservation code by adopting and authorizing the Mayor to execute and adopt the amended energy conservation code; and providing for the following: findings of fact, repealer, severability, effective date, proper notice, and hearing.

25. PUBLIC HEARING:

Mayor/Building Official

2nd Reading of Ordinance No. _____, Ordinance of the Town of Horizon City, Texas, amending the mechanical code by adopting and authorizing the Mayor to execute and adopt the amended mechanical code; and providing for the following: findings of fact, repealer, severability, effective date, proper notice, and hearing.

26. Discussion and Action:

133

Mayor/Building Official

2nd Reading of Ordinance No. _____, Ordinance of the Town of Horizon City, Texas, amending the mechanical code by adopting and authorizing the Mayor to execute and adopt the amended mechanical code; and providing for the following: findings of fact, repealer, severability, effective date, proper notice, and hearing.

27. PUBLIC HEARING:

Mayor/Building Official

2nd Reading of Ordinance No. _____, an Ordinance of the Town of Horizon City, Texas, amending the plumbing code by adopting and authorizing the Mayor to execute and adopt the amended plumbing code; and providing for the following: findings of fact, repealer, severability, effective date, proper notice, and hearing.

28. Discussion and Action:

137

Mayor/Building Official

2nd Reading of Ordinance No. _____, an Ordinance of the Town of Horizon City, Texas, amending the plumbing code by adopting and authorizing the Mayor to execute and adopt the amended plumbing code; and providing for the following: findings of fact, repealer, severability, effective date, proper notice, and hearing.

29. PUBLIC HEARING:

Mayor/Building Official

2nd Reading of Ordinance No. _____, an Ordinance of the Town of Horizon City, Texas, amending the electric code by adopting and authorizing the Mayor to execute and adopt the amended electric code; and providing for the following: findings of fact, repealer, severability, effective date, proper notice, and hearing.

30. Discussion and Action:

141

Mayor/Building Official

2nd Reading of Ordinance No. _____, an Ordinance of the Town of Horizon City, Texas, amending the electric code by adopting and authorizing the Mayor to execute and adopt the amended electric code; and providing for the following: findings of fact, repealer, severability, effective date, proper notice, and hearing.

31. PRESENTATION:

Mayor/Chief Vargas

On the promotion of Sgt. John C. Rodriguez to Police Lieutenant.

32. Discussion and Action:

145

Mayor/Chief Vargas

Regarding the Town of Horizon City Holiday Parade and whether the City should present the parade as a City event.

33. Executive Session

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

A. .

149

Mayor/Asst. City Atty

Claim submitted on behalf of Osvaldo Hernandez. (551.071,) Sylvia Borunda Firth, Assistant City Attorney.

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 3/8/24

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, 3/8/24 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

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

**MINUTES
AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, February 13, 2024, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas was held on **Tuesday, February 13, 2024 at 6:00 PM**, at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following was discussed and considered:

1. Call to order; Pledge of Allegiance; Establishment of Quorum

Meeting called to order at 6:00 pm. City Councilwoman Urrutia was absent. Quorum Established.

2. Open Forum:

Horizon City Residents, Olga and Mark Stinson, Maria Najera, Don Booth, Jim Hinz and Karen Irwin spoke regarding issues they are having with Stray Dogs and Weeds in their neighborhood.

CONSENT AGENDA

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

3. Approval of Minutes from:

Mayor/City Clerk
1/16/24 Regular City Council Meeting.

4. Discussion and Action:

Mayor/Chief Planner
On the appointment of Jesus Ramos to the Board of Adjustment as a Regular Member.

5. Discussion and Action:

Mayor/Chief Planner
On the reappointment of John Laemlein to the Board of Adjustment as an Alternate Member.

6. Discussion and Action:

Mayor/Public Works Director
On the approval of the Town of Horizon City's Phase II MS4 Annual Report for the 2023 calendar year and authorize the Mayor to sign the report and transmittal letter, all to be submitted to the Texas Commission on Environmental Quality.

7. Request to Excuse Absent Council Members:

8. Approval of Consent Agenda Items:

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

REGULAR AGENDA

9. **Discussion and Action:**

Mayor/CIP Manager

On an update on the Capital Improvement Program.

CIP Manager, Terry Quezada spoke regarding this item.

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

10. **Discussion and Action:**

Mayor/CIP Manager

Update on the ARPA Program.

CIP Manager, Terry Quezada spoke regarding this item.

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

11. **Discussion and Action:**

Mayor/CIP Manager

Regarding a Resolution to authorize the expenditure of ARPA Funds: \$60,000.00 to reimburse Texas Gas Service for facilities relocation and \$90,000.00 for Transit Plaza siting.

CIP Manager, Terry Quezada spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Miller to approve the Resolution to authorize the expenditure of ARPA Funds: \$60,000.00 to reimburse Texas Gas Service for facilities relocation and \$90,000.00 for Transit Plaza siting. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

12. **Discussion and Action:**

Mayor/Chief Vargas

On the presentation and acceptance of the Police Department annual racial profiling report.

Police Chief, Marco Vargas spoke regarding this item.

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

13. **Discussion and Action:**

Mayor/Chief Vargas

On the Presentation of the 2023 Police Department Annual Report.

Police Chief, Marco Vargas and members of his Police Staff spoke regarding this item.

A motion was made by Councilman Padilla and seconded by Councilman Mendoza to accept the 2023 Police Department Annual Report as presented. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

14. **Discussion and Action:**

Mayor/Chief Vargas

On the Presentation of Assist. Chief Manuel Rico retirement plaque.

Police Chief, Marco Vargas spoke regarding this item. No action was taken on this item.

15. **Discussion and Action:**

Mayor/Asst. City Atty

Regarding approval of a Resolution to ratify the action taken by the Mayor to sign a Polling Place Agreement with El Paso County and designating Elvia Schuller, City Clerk, the City's representative for matters relating to the Agreement.

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

A motion was made by Councilman Miller and seconded by Councilman Mendoza to approve the Resolution to ratify the action taken by the Mayor to sign a Polling Place Agreement with El Paso County and designating Elvia Schuller, City Clerk, the City's representative for matters relating to the Agreement. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

Items # 16 through #18 were taken after Item #8.

16. **Discussion and Action:**

Mayor/Chief Planner

On a **Specific Use Permit** application (**Case No. ZSP24-0001**) for Retail use on a property located at 3150 Darrington Rd., legally described as A Portion of Lot 3, Block 2, Horizon Industrial Park Subdivision, Town of Horizon City, El Paso County, Texas. Containing 1-acre +/- . Application submitted by Jerry Nava.

Chief Planner, Art Rubio, Planning Director spoke regarding this item and informed Council that the agenda language on this item contained a typo – the address should read 351 Darrington Rd and not 3150. The address appeared correctly on all other documents and notices issued by the city.

A motion was made by Councilman Mendoza and seconded by Councilman Quiroz to approve the **Specific Use Permit** application (**Case No. ZSP24-0001**) for Retail use on a property located at 3150 Darrington Rd. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

17. ***This item was postponed at the 1/16/24 City Council Meeting.***

PUBLIC HEARING:

Mayor/Chief Planner

2nd Reading of Ordinance No. _____, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, El Paso County, Texas; rezoning one parcel from C-1 (General Commercial) to C-2 (Heavy Commercial); containing approximately 6.634 acres; Being Lot 1, Block 3, Kenazo Estates Unit Two, Town of Horizon City, El Paso County, Texas; South of Eastlake Blvd. and East of Kenazo Dr., and authorizing the notation of the change on the official zoning map of the town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

Chief Planner, Art Rubio, Planning Director, Michelle Garcia, Applicant Jerry Nava and Horizon City Resident Mark Stinson spoke regarding this item.

18. **Discussion and Action:**

Mayor/Chief Planner

2nd Reading of Ordinance No. _____, An Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, El Paso County, Texas; rezoning one parcel from C-1 (General Commercial) to C-2 (Heavy Commercial); containing approximately 6.634 acres; Being Lot 1, Block 3, Kenazo Estates Unit Two, Town of Horizon City, El Paso County, Texas; South of Eastlake Blvd. and East of Kenazo Dr., and authorizing the notation of the change on the official zoning map of the town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing.

Planning Director, Michelle Garcia spoke regarding this item.

A motion was made by Councilman Mendoza and seconded by Councilman Quiroz to approve the Ordinance adopting a zoning change within the municipal limits of the Town of Horizon City, El Paso County, Texas; rezoning one parcel from C-1 (General Commercial) to C-2 (Heavy Commercial); containing approximately 6.634 acres; Being Lot 1, Block 3, Kenazo Estates Unit Two, Town of Horizon City, El Paso County, Texas; South of Eastlake Blvd. and East of Kenazo Dr., and authorizing the notation of the change on the official zoning map of the town; providing for the following: findings of fact; repealer; severability; and proper notice and hearing. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

Items #19 through #27 were taken together.

19. **Discussion:**

Mayor/Building Official

1st Reading of Ordinance No. _____, an Ordinance of the Town of Horizon City, Texas, amending the fuel gas code by adopting and authorizing the Mayor to execute and adopt the amended fuel gas code; and providing for following: findings of fact, repealer, severability, effective date, proper notice, and hearing.

20. **Discussion:**

Mayor/Building Official

1st Reading of Ordinance No. _____, an Ordinance of the Town of Horizon City, Texas, amending the residential building code by adopting and authorizing the Mayor to execute and adopt the amended residential building code; and providing for the following: findings of fact, repealer, severability, effective date, proper notice, and hearing.

21. **Discussion:**

Mayor/Building Official

1st Reading of Ordinance No. _____, an Ordinance of the Town of Horizon City, Texas, amending the building code by adopting and authorizing the Mayor to execute and adopt the amended building code; and providing for following: findings of fact, repealer, severability, effective date, proper notice, and hearing.

22. **Discussion:**

Mayor/Building Official

1st Reading of Ordinance No. _____, an Ordinance of the Town of Horizon City, Texas, amending the energy conservation code by adopting and authorizing the Mayor to execute and adopt the amended energy conservation code; and providing for the following: findings of fact, repealer, severability, effective date, proper notice, and hearing.

23. **Discussion:**
 Mayor/Building Official
1st Reading of Ordinance No. _____, an Ordinance of the Town of Horizon City, Texas, adopting the fire code by adopting and authorizing the Mayor to execute and adopt the fire code; and providing for the following: findings of fact, repealer, severability, effective date, proper notice, and hearing; creating a misdemeanor punishable by a fine not to exceed \$2,000.
24. **Discussion:**
 Mayor/Building Official
1st Reading of Ordinance No. _____, Ordinance of the Town of Horizon City, Texas, amending the mechanical code by adopting and authorizing the Mayor to execute and adopt the amended mechanical code; and providing for the following: findings of fact, repealer, severability, effective date, proper notice, and hearing.
25. **Discussion:**
 Mayor/Building Official
1st Reading of Ordinance No. _____, an Ordinance of the Town of Horizon City, Texas, amending the plumbing code by adopting and authorizing the Mayor to execute and adopt the amended plumbing code; and providing for the following: findings of fact, repealer, severability, effective date, proper notice, and hearing.
26. **Discussion:**
 Mayor/Building Official
1st Reading of Ordinance No. _____, an Ordinance of the Town of Horizon City, Texas, amending the electric code by adopting and authorizing the Mayor to execute and adopt the amended electric code; and providing for the following: findings of fact, repealer, severability, effective date, proper notice, and hearing.
27. **Discussion:**
 Mayor/Building Official
1st Reading of Ordinance No. _____, an Ordinance of the Town of Horizon City, Texas, adopting an existing building code by adopting and authorizing the Mayor to execute and adopt the international existing building code; and providing for the following: findings of fact, repealer, severability, effective date, proper notice, and hearing; creating a misdemeanor punishable by a fine not to exceed \$2,000.

Planning Director, Michelle Garcia spoke regarding items #19 through #27.

28. **Discussion and Action:**
 Mayor/City Clerk
 On a proposal to consider the closure of City Hall and Courts Administrative offices on December 26, 27 & 30 2024.

Mayor spoke regarding this item.

A motion was made by Councilman Mendoza and seconded by Councilman Quiroz to authorize the closure of City Hall and Courts Administrative offices on December 26, 27 & 30, 2024. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

A motion was made by Councilman Miller and seconded by Councilman Quiroz to adjourn into Executive Session. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Aye; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Absent; PADILLA – Aye; MENDOZA – Aye. Motion passed.

The Mayor and City Council adjourned the Open Session for Executive Session at 8:02 PM.

29. **Executive Session**

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

29A. Real Estate acquisitions for TIRZ #1 program of work.

The Mayor and Council Reconvened into Open Session at 8:15 PM.

No action taken on Item 29A by the City Council in Open Session.

ADJOURNMENT

A motion was made by Councilman Mendoza and seconded by Councilman Miller to adjourn at 8:16 PM.

Approved this _____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Andres Renteria, Mayor

RESOLUTION

TOWN OF HORIZON CITY

That the Mayor be authorized to sign the revised Interlocal Agreement with the City of El Paso for Public Health Services in FY 2024 and the HIPAA Business Associate Agreement on behalf of the Town of Horizon City and that payment in the amount of \$203, 941.00 as specified therein is also authorized.

Passed and approved the ___ day of March, 2024

TOWN OF HORIZON CITY

By: _____
Andres Rentería, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMCP

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS (“City of El Paso”) and the Town of Horizon City, TEXAS (“Town of Horizon City”) by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and Town of Horizon City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the City of El Paso has a Department of Public Health; and

WHEREAS, this Agreement for interlocal cooperation for the City of El Paso to provide certain public health services to Town of Horizon City is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, Town of Horizon City desires to have the City of El Paso’s appointed health authority serve as Town of Horizon City ’s health authority; and

WHEREAS, Town of Horizon City will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to Town of Horizon City, which is confidential and must be afforded special treatment and protection; and

WHEREAS, the City of El Paso will also have access to and/or receive from Town of Horizon City certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations; and

WHEREAS, the City of El Paso will include Town of Horizon City in public health research projects, to examine health conditions in Town of Horizon City, when funded by the State of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the City of El Paso.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, Town of Horizon City and the City of El Paso mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The City of El Paso shall perform the following public health related services by and through its Department of Public Health under the terms and conditions hereinafter stated, and Town of Horizon City hereby accepts and agrees to the following terms and conditions:

1.1.1 The City of El Paso will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The City will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of food borne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.

1.1.1.1 The City will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC 228.

1.1.2 The City of El Paso will provide public health related complaint investigation/enforcement services as determined to be appropriate by City of El Paso staff for those conditions that violate the Texas Health and Safety Code and applicable Town of Horizon City ordinances.

1.1.3 The City of El Paso will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.1.4 The City of El Paso will provide immunization services to residents of Town of Horizon City to include but not be limited to adult, adolescent and childhood immunizations as recommended by the Texas DSHS. Appropriate and customary fees will be charged to those receiving these services.

- 1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of Town of Horizon City. Services may include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.
- 1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of Town of Horizon City in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.
- 1.1.7 The City will provide pediatric dental services to residents living in Town of Horizon City in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines. Services may be provided in the Department of Public Health's licensed dental facility in the City of El Paso or by use of the City of El Paso's Mobile Dental clinic beyond the City limits.
- 1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to Town of Horizon City's residents at local school facilities through the City of El Paso's Health Education Program.
- 1.1.9 The City of El Paso will provide Family Planning Services to qualified individuals in accordance with US Health and Human Services/Office of Population Affairs Title X, which encompasses reproductive and sexual wellness education; infertility counseling; basic wellness checks; breast exam, annual pelvic exam, Pap smear, and pregnancy testing for women; hormonal and barrier birth control methods; testing and treatment for Sexually Transmitted Infections (STIs); HIV testing and linkage to care, referral to vasectomy services for men; Pre-Exposure Prophylaxis (PrEP) HIV prevention; Hepatitis C (HCV) testing and linkage to care; referral to primary care and diagnostics; and patient navigation/social services. These

clinical and social services are provided through a sliding fee scale at the City of El Paso Department of Public Health Main Campus. Services will not be denied based on the client's inability to pay.

1.1.10 The City of El Paso will provide Family Planning community health education in accordance with US Health and Humans Services/Office of Population Affairs Title X, which encompasses, but not limited to, human anatomy, reproductive health, birth control, prevention and treatment of STIs, effective communication and coercion avoidance for adults and youth. Family Planning community health education may be provided at various pre-determined safe community locations upon request.

1.2 The City of El Paso shall perform the following environmental services by and through its Department of Environmental Services under the terms and conditions hereinafter stated, and Town of Horizon City hereby accepts and agrees to the following terms and conditions:

1.2.1 The City of El Paso **WILL NOT** provide vector services to Town of Horizon City, such as mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies.

1.2.2 The City of El Paso will include the jurisdictional areas of Town of Horizon City within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air related nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.

- 1.3 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the Town of Horizon City as required under these grant provisions. Provided, however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and, in any such instances, the Director of the City of El Paso's Department of Public Health shall give written notice to Town of Horizon City that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant. The City of El Paso will provide written notice to Town of Horizon City of grant funding which becomes discontinued or terminated, and any election by the City of El Paso not to seek the renewal of grants existing at the effective date of this Agreement.
- 1.4 To the extent allowed by law, Town of Horizon City agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health and environmental service functions in Town of Horizon City pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations for violations of any ordinances pertaining to the protection of the public health and that pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.
- 1.5 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of Town of Horizon City through Town of Horizon City Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving the City of El Paso are on the court's docket, without the necessity for the issuance of a subpoena. Town of Horizon City Municipal Court will provide reasonable notice of any case settings to the City of El Paso.
- 1.6 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be

appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.

- 1.7 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.8 The City of El Paso agrees that it will keep accurate records of all services provided to Town of Horizon City pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to Town of Horizon City officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City's website and available to Town of Horizon City from the website.
- 1.9 On or before July 31, 2024, the City of El Paso shall provide to Town of Horizon City an initial projection based on the City Manager's filed proposed budget of Town of Horizon City's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1, 2024. The provision of this initial projection of potential costs will be used solely for the purposes of facilitating the budgeting process for the Town of Horizon City for its FY2024 budget.
- 1.10 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health services for which Town of Horizon City does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in Town of Horizon City, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide public health and environmental services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of Town of Horizon City). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso.

3. **APPOINTMENT OF HEALTH AUTHORITY.** The Parties agree that the individual appointed to serve as health authority for the City of El Paso will serve as the health authority for Town of Horizon City, in accordance with Section 121.028(c), Texas Health and Safety Code.

4. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September 2023, and shall terminate on the 31st day of August 2024, regardless of the date of execution of this Agreement.

4.1 In the event of a public health emergency, such as, but not limited to, a disaster declaration of Town of Horizon City, requiring, as a result of the emergency, specific health services from the City of El Paso after August 31, 2024, and prior to the signing of a subsequent Interlocal for health services between the parties to this Agreement, the required services shall be provided by the City of El Paso to Town of Horizon City at the rate described in the present Agreement, and Town of Horizon City shall pay for said services at said rate within thirty (30) days of receipt of an invoice from the City of El Paso for said services.

5. **COMPENSATION.**

5.1 Town of Horizon City agrees to pay the amount not to exceed TWO HUNDRED THREE THOUSAND NINE HUNDRED FORTY-ONE DOLLARS AND NO/100 (\$203,941.00) for services rendered in accordance with this Agreement, excluding the services described in Section 4.1. Payments shall be made in equal quarterly installments, each in the amount of FIFTY THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS AND 25/100 (\$50,985.25) with the first payment becoming due and payable on the 1st day of September 2023 or within 10 days after the date that Town of Horizon City signs this Agreement, whichever is later. The quarterly installment described in this Section 5.1 does not include the services described in Section 4.1. The Cost Model attached hereto as Appendix A and Appendix B identifies the total cost of services offered by the City of El Paso to Town of Horizon City pursuant to this Agreement.

5.2 The Parties acknowledge that by not paying for vector services the City of El Paso will not be performing work to deal with an unexpected occurrence such as an outbreak, epidemic (i.e. Zika, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas of Town of Horizon City. Town of Horizon City shall provide vector services on their own accord at Town of Horizon City's expense. Town of Horizon City shall provide a contact

person designated and disclosed to the Director of the Department of Public Health all required information in regards to public health threats, as applicable.

6. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall receive all proceeds received from inspection and permit fees collected in the Town of Horizon City. Such fees, when set or revised by Town of Horizon City and to the extent allowed by law, shall be set in the same amounts as the fees for the identical services or charges as made by the City of El Paso. All fees that Town of Horizon City collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within 30 days of the conclusion of the quarter. Town of Horizon City shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that Town of Horizon City accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than 60 days, pursuant to the El Paso City Code, Ordinance 14700.

7. **LAW GOVERNING CONTRACT.** The governing law for this Agreement shall be the laws of the State of Texas. The venue shall be in El Paso County, Texas.

7.1 *Authority of the City of El Paso.* Town of Horizon City expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to those public health and environmental services covered in this agreement, within the incorporated city limits and extraterritorial jurisdiction of Town of Horizon City, Texas. Town of Horizon City further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the County of El Paso applicable to those public health and environmental services covered in this agreement, within the incorporated city limits and extraterritorial jurisdiction of Town of Horizon City, Texas. Town of Horizon City shall provide certified copies of all Town of Horizon City, Texas Ordinances affecting public health and environmental regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Public Health and to the Director of the City of El Paso Department of Environmental Services, as applicable.

- 7.2 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.
- 7.3 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.
- 7.4 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- 7.5 *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

funding unavailability related to the services described in this Agreement, Town of Horizon City shall immediately provide written notification to the City of El Paso of such case and either party may choose to terminate the Agreement subject to this Section 9. In the event that Town of Horizon City notifies the City of El Paso that Town of Horizon City is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to Town of Horizon City except as required by related grant funding requirements to which the City of El Paso must adhere.

10. **INDEPENDENT CONTRACTORS.** The City of El Paso and Town of Horizon City are independent legal entities. Except to the extent required by section 437.009 of the Health and Safety Code, nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City of El Paso nor Town of Horizon City nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

13. **SEVERABILITY.** Every provision of this Agreement is intended to be 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 this Agreement.

14. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

15. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto. The parties reserve the right to amend this Agreement in the event either party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(Signature pages follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and Town of Horizon City.

APPROVED this ____ day of _____, 20__.


CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:

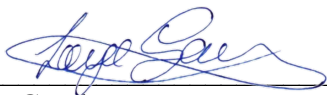


Mona M. Heydarian
Assistant City Attorney

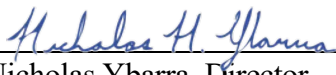
APPROVED AS TO CONTENT:



Hector Ocaranza, M.D.
Interim Director, Department of Public Health



Joyce Garcia
Assistant City Attorney



Nicholas Ybarra, Director
Environmental Services Department

(Signatures continue on the following page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for Town of Horizon City, Interlocal Agreement between the City of El Paso and Town of Horizon City.

APPROVED this ____ day of _____, 20__.

Town of Horizon City

Mayor
Printed Name: _____

ATTEST:

APPROVED AS TO FORM:

Printed Name: _____
City Clerk, Town of Horizon City

Printed Name: _____
Attorney, Town of Horizon City

PROGRAM	Municipality									Total Operational Cost
	El Paso	Anthony	Clint	Horizon	Socorro	Vinton	County	San Elizario		
Administration	\$ 5,984,091	\$ 33,663	\$ 8,922	\$ 199,073	\$ 312,951	\$ 23,779	\$ 1,022,494	\$ 88,968	\$ 7,673,941	
Administration (GF)	\$ 2,490,463	\$ 14,010	\$ 3,713	\$ 82,850	\$ 130,244	\$ 9,896	\$ 425,542	\$ 37,027	\$ 3,193,746	
Administration Support Services (GF)	\$ 3,493,628	\$ 19,653	\$ 5,209	\$ 116,223	\$ 182,707	\$ 13,883	\$ 596,952	\$ 51,941	\$ 4,480,195	
Percent of Total Cost	77.98%	0.44%	0.12%	2.59%	4.08%	0.31%	13.32%	1.16%	100.00%	
Population	677,456	3,811	1,010	22,537	35,429	2,692	115,756	10,072	868,763	

City of El Paso, Texas
Summary Results- For Direct Departments
Based on 2024 Preliminary Budgeted Expenditures

FY24	El Paso	Anthony	Clint	Horizon	Socorro	El Paso County	San Elizario	Vinton	Total Operational Cost
Vector Control	\$ 798,128	\$ 4,325	\$ -	\$ -	\$ 44,500	\$ 132,898	\$ 11,944	\$ 3,162	\$ 994,957
Air Quality (per capita)	\$ 141,461	\$ 767	\$ 193	\$ 4,868	\$ 7,887	\$ 23,555	\$ 2,117	\$ 560	\$ 181,408
Grand Total	\$ 939,589	\$ 5,091	\$ 193	\$ 4,868	\$ 52,387	\$ 156,453	\$ 14,061	\$ 3,723	\$ 1,176,365
Percent of Total Cost	79.87%	0.43%	0.02%	0.41%	4.45%	13.30%	1.20%	0.32%	100.00%

APPENDIX C

STATE OF TEXAS)
)
COUNTY OF EL PASO) **HIPAA BUSINESS ASSOCIATE AGREEMENT**

THIS AGREEMENT is entered into on _____, 20___, by and between the CITY OF EL PASO, TEXAS (“CITY”), as the Covered Entity, and Town of Horizon City (“BUSINESS ASSOCIATE”) by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information (“PHI”) and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as “HIPAA”). Covered Entity and Business Associate may be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform services or provide goods, or both;

WHEREAS, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA;

WHEREAS, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

- 1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.
 - a. **Agreement** shall refer to this document.
 - b. **Business Associate** means Town of Horizon City.

c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“C.F.R.”) at Title 45, Sections 160 and 164, in effect, or as amended.

d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term “individual” is defined in 45 C.F.R. 160.103.

e. **Information** shall mean any “health information” provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term “health information” as defined by 45 C.F.R. 160.103.

f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.

g. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.

h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

2. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)

3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)

4. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
 - a. The disclosure is required by law; or
 - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).
7. **BUSINESS ASSOCIATE OBLIGATIONS:**
 - a. **Limits on Use and Further Disclosure Established by Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
 - b. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
 - c. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
 - d. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the

same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

(i) **45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.

e. **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).

f. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.

g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).

h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).

i. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to

the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).

- j. Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- k. Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- l. Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
- m. Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. Notice and Authorization Required for Electronic Disclosure of PHI.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
- p. State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
9. **Modifications.** The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the “Privacy Rule” and Subparts A and C the “Security Rule”) of the Code of Federal Regulations.
10. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

B. Term and Termination

1. **Term.** The Term of this Agreement shall be effective as of September 1, 2023, and shall terminate on August 31, 2024, or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
2. **Termination for Cause.** Upon the CITY’s knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
 - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
 - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
 - c. Notify the Secretary of HHS if termination is not possible.
3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:
 - a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;

- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

C. Remedies. If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:

- 1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
- 2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
- 3. Terminate this Agreement immediately.
- 4. Injunction. CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of

specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.

5. Indemnification. BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

D. Miscellaneous

1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
2. **Amendment.** CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

CITY: City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

COPY TO: City of El Paso
Department of Public Health
Attention: Director
5115 El Paso Drive
El Paso, TX 79905

BUSINESS ASSOCIATE: Town of Horizon City
Attn: Mayor
14999 Darrington Road
Horizon, Texas 79928

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, with venue in El Paso County, Texas.
8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.

11. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

(Signatures follow on next page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT


Signature Page

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the _____ day of _____, 20__.

CITY OF EL PASO


Cary Westin
Interim City Manager

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Dr. Hector I. Ocaranza, M.D.,
Interim Director,
Department of Public Health

Town of Horizon City

Signature: _____
Name Printed: _____
Title: _____

RESOLUTION

TOWN OF HORIZON CITY

That the Mayor and the Municipal Court Administrator be authorized to sign the revised Interlocal Cooperation Contract for Failure to Appear Program with the Texas Department of Public Safety on behalf of the Town of Horizon City.

Passed and approved the ___ day of March, 2024

TOWN OF HORIZON CITY

By: _____
Andres Rentería, Mayor

ATTEST:

By: _____
Elvia Schuller, TRMCP

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney



TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
WALT GOODSON
FREEMAN F. MARTIN
DWIGHT D. MATHIS
DEPUTY DIRECTORS

COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
LARRY B. LONG
STEVE H. STODGHILL
DALE WAINWRIGHT

January 29, 2024

HORIZON CITY MUNICIPAL COURT
14999 DARRINGTON RD
HORIZON CITY, TX 79928

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88th Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to [FTA Program](#).

Mailing address:
Enforcement & Compliance Service
5805 North Lamar Blvd, Bldg A,
Austin, TX 78752-0300
E-mail: driver.improvement@dps.texas.gov
Fax: (512) 424-2848

Should you have any questions, please send an email to driver.improvement@dps.texas.gov. Thank you for your immediate attention to this matter.

Regards,
Manager
Enforcement and Compliance Service

Enclosure

**Interlocal Cooperation Contract
Failure to Appear Program**

State of Texas

County of _____

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the _____ Court of the [City or County] of _____ (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.:	Enforcement & Compliance Service
Address:	5805 North Lamar Blvd., Bldg A
Address:	Austin, Texas 78752-0001
Fax:	(512) 424-5311 [fax]
Email:	Driver.Improvement@dps.texas.gov
Phone:	(512) 424-7172

- C. Termination.**
 Either party may terminate this Contract with 30 days' written notice.
 DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.
 If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

- D. Amendments.**
 This contract may only be amended by mutual written agreement of the Parties.

- E. Miscellaneous.**
 1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

- 2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
- 3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*	Department of Public Safety
_____	_____
Authorized Signatory	Driver License Division Chief or Designee

Title	
_____	_____
Date	Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person’s title and date.

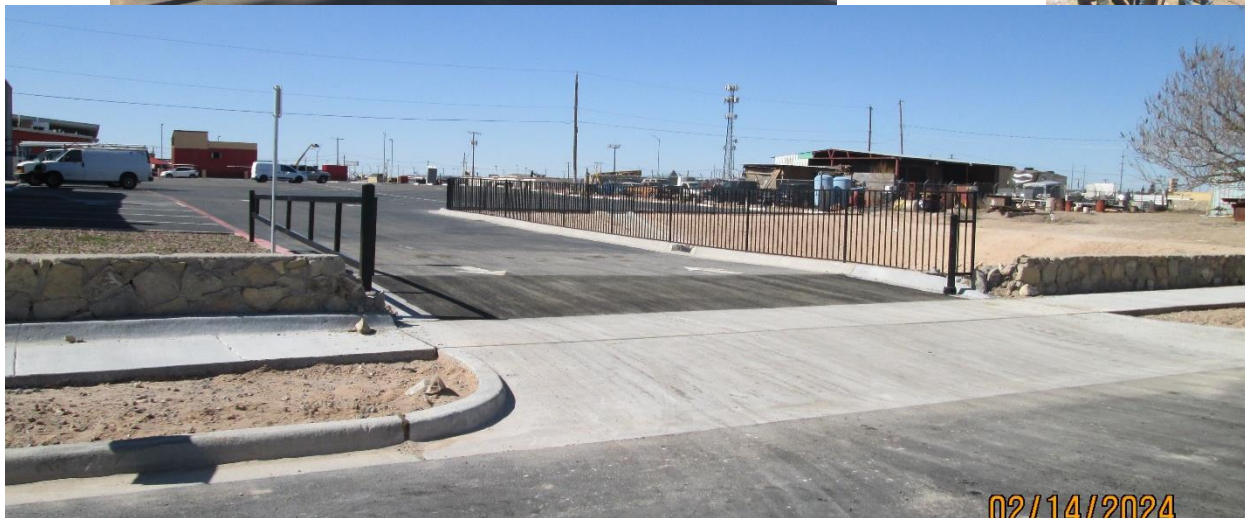
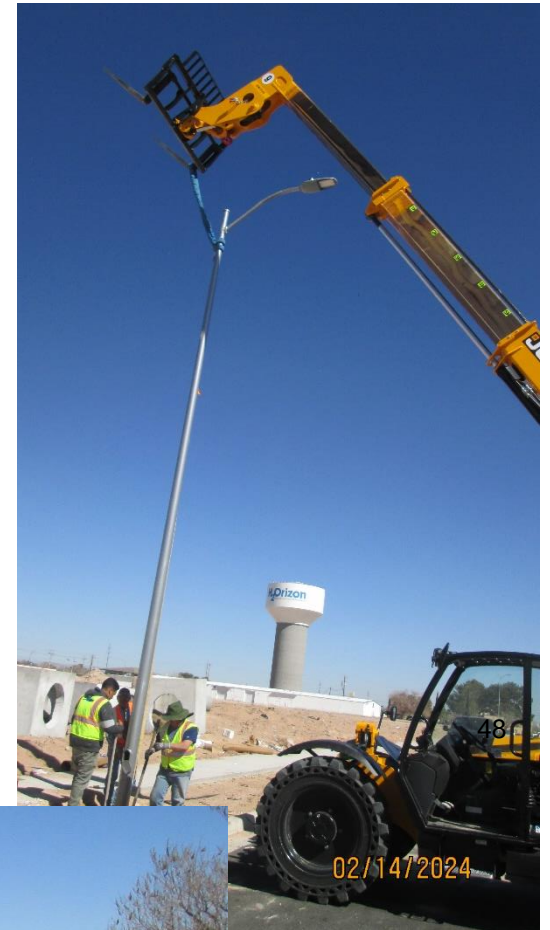
Town of Horizon City Capital Improvement Program

March 12, 2024
Council Meeting

Oxbow & Pawling Street Improvements

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

Oxbow, Pawling & Breaux



Municipal Facilities Phase 1

- Advertised: March 8 and 13, 2024
- Pre-submittal conference: March 14, 2024
- Bid award – Spring 2024

Street Maintenance Fund

2023-2024 Street Maintenance Program

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

Federally- & State-Funded Project Updates

N. Darrington Reconstruction

- Texas Transportation Commission awarded construction contract
- Contractor is Jordan Foster
- Contract is approximately \$21.5 million
- Programmed amount through MPO is \$17 million⁵³
- Staff is evaluating local funding options – no federal or state funding options are available on a timely basis for bid award.



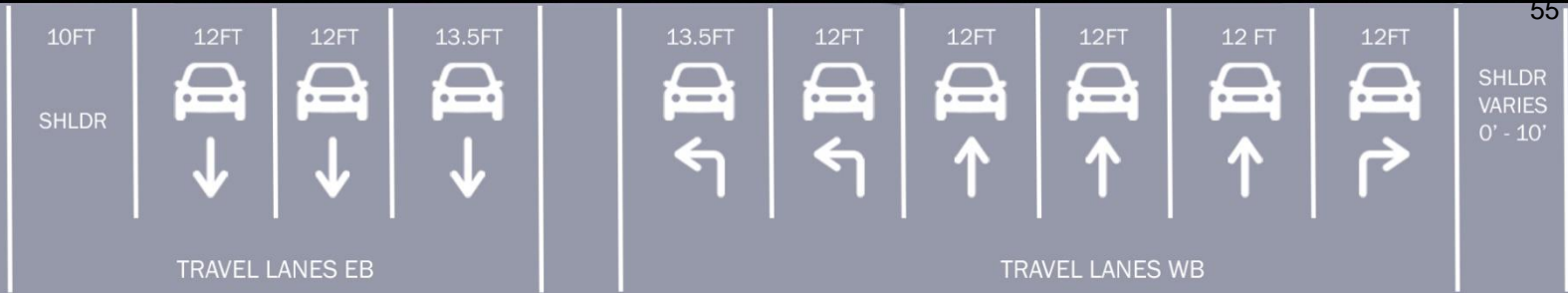
HORIZON/DARRINGTON RECONSTRUCTION (TOP VIEW)

CSJ: 0924-06-587

OMEGA
ENGINEERS, INC.



N. Darrington Reconstruction



FM-1281 (HORIZON BLVD)

HORIZON/DARRINGTON RECONSTRUCTION (EAST)
CSJ: 0924-06-587

OMEGA
 ENGINEERS, INC.



N. Darrington Reconstruction



HORIZON/DARRINGTON RECONSTRUCTION (EAST)

CSJ: 0924-06-587

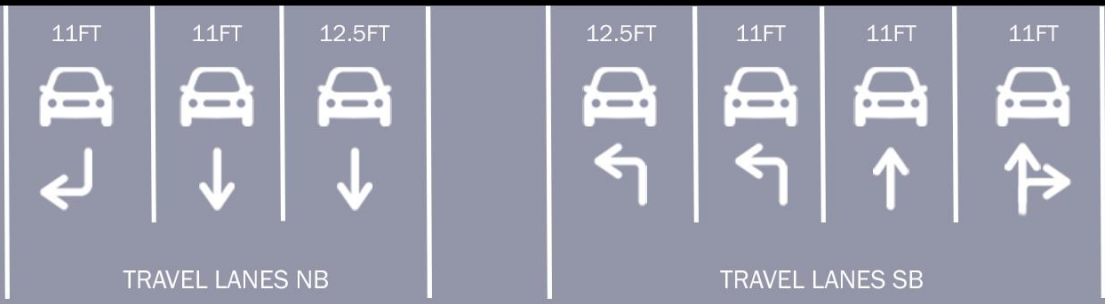
OMEGA
ENGINEERS, INC.



N. Darrington Reconstruction



37



DARRINGTON RD

HORIZON/DARRINGTON RECONSTRUCTION (NORTH)
CSJ: 0924-06-587



N. Darrington Reconstruction



58

DARRINGTON RECONSTRUCTION (NORTH)
CSJ: 0924-06-587

OMEGA
ENGINEERS, INC.



N. Darrington Reconstruction



FM 1281 (HORIZON BLVD) SHARE USE PATH
CSJ: 0924-06-587

OMEGA
ENGINEERS, INC.



N. Darrington Reconstruction

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

N. Darrington Reconstruction – ROW Acquisition

- **ROW for pond acquired**
- **Easements at Darrington and Pawling**
 - Offer sent out for temporary construction easement
 - Developing easement agreement for permanent easement with Murphy Gas.

Safety Projects

- **S. Darrington Safety Lighting** from Alberton to LTV Rd. – **FY 2023 - project awarded March 2023**
- **Project start – changed to March 4, 2024**

ARPA Projects

ARPA Projects

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

TIRZ/TOD Update

Dilley, Delake and Transit Plaza

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

Town of Horizon City Capital Improvement Program

March 12, 2024
Council Meeting



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: March 12, 2024
To: Honorable Mayor and Members of City Council
From: Art Rubio, Chief Planner
SUBJECT: **1st Reading of Ordinance No. _____**, an Ordinance vacating a 10'-foot Public Utility Easement Located at 1560 Pawling Dr. in a Portion of Lot 2, Block 2, Horizon Manor Unit One, Town of Horizon City, El Paso County, Texas; and Providing for Repealer and Severability Clauses

On March 18, 2024, the Planning and Zoning Commission will be reviewing the Vacation application.

Staff have received a letter of no objection from HRMUD and no other objections from any of the other utility companies in Horizon City.

Attached for your review is the staff report that will be presented to the Planning and Zoning Commission.

ORDINANCE NO. _____

**AN ORDINANCE VACATING A 10'-FOOT PUBLIC UTILITY EASEMENT
LOCATED AT 1560 PAWLING DR IN A PORTION OF LOT 2, BLOCK 2,
HORIZON MANOR UNIT ONE SUBDIVISION PLAT, TOWN OF HORIZON
CITY, EL PASO COUNTY, TEXAS; AND PROVIDING FOR REPEALER AND
SEVERABILITY CLAUSES**

WHEREAS, the property owner has requested vacation of a 10'-foot public utility easement located at 1560 Pawling in a Portion of Lot 2, Block 2, Horizon Manor Unit One Subdivision Plat , Town of Horizon City, El Paso County, Texas.

WHEREAS, after public hearing, the Town of Horizon City Planning and Zoning Commission has recommended that said utility easement should be vacated.

WHEREAS, the City Council finds that the vacation of said public utility easement is in the public interest of the Town of Horizon City, El Paso County, Texas.

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

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

1. ENACTMENT OF PUBLIC UTILITY VACATION

A 10'-foot public utility easement located at 1560 Pawling in a Portion of Lot 2, Block 2, Horizon Manor Unit One Subdivision Plat, Town of Horizon City, El Paso County, Texas, further described by metes and bounds attached hereto as Exhibit "A" and incorporated by reference herein, is hereby vacated and the Mayor is hereby authorized to sign an instrument releasing all of the public utility's right, and interest in such vacated easement to Horizon Oxbow Development LLC.

2. FINDINGS OF FACT

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

3. REPEALER

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

4. SEVERABILITY

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

5. EFFECTIVE DATE

This Ordinance shall be effective upon passage.

6. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this _____ day of _____, 2024, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the City Council of Horizon City, Texas.

TOWN OF HORIZON CITY

by: _____
Andres Renteria, Mayor

ATTEST:

Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth, City Attorney

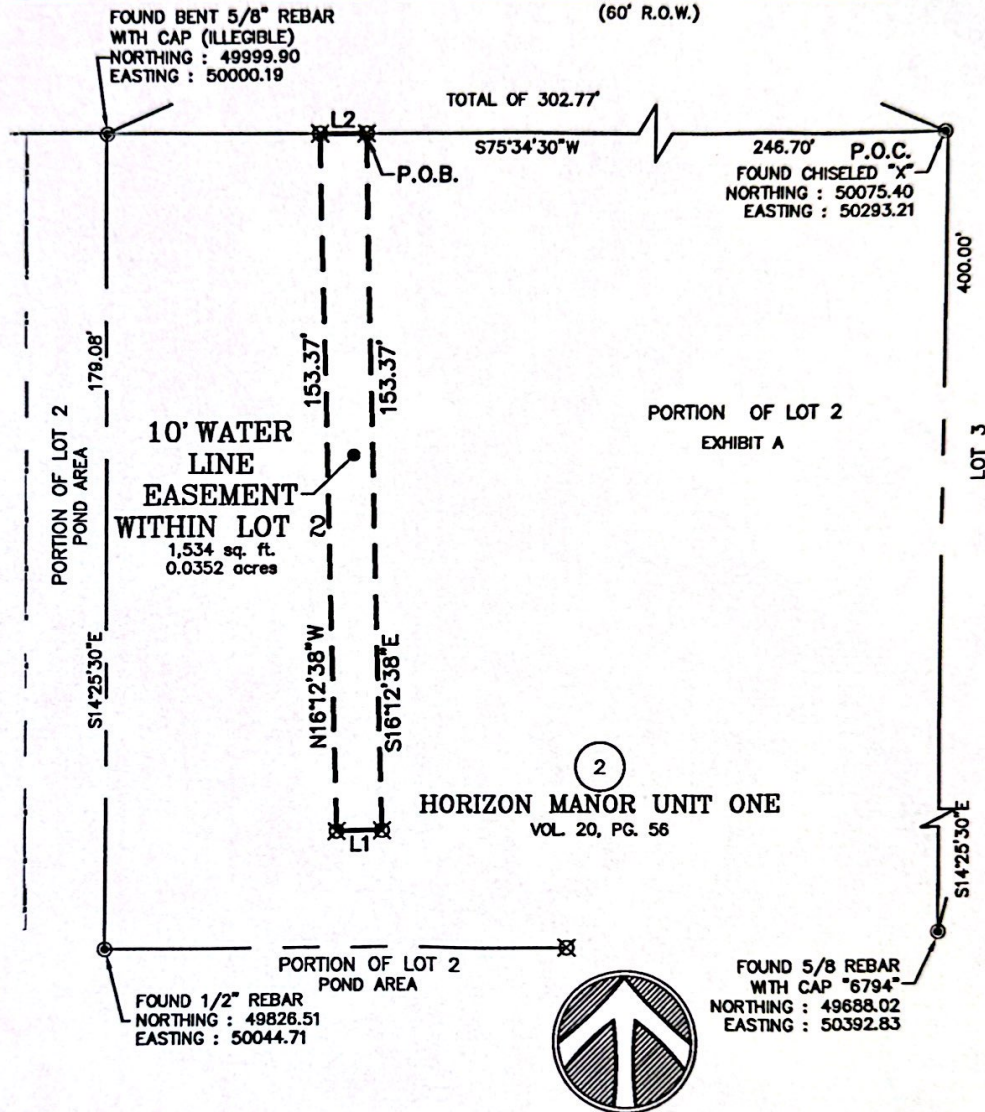
First Reading 03/12/2024
Second Reading 04/09/2024

"EXHIBIT A"
Survey

Doc# 20240005749

10' WATER LINE EASEMENT WITHIN LOT 2,
BLOCK 2, HORIZON MANOR UNIT ONE

PAWLING DR



NOTES:

1. BEARING BASIS IS RECORD FOR HORIZON MANOR UNIT ONE, AN ADDITION TO THE CITY OF HORIZON, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF FILED IN BOOK 20, PAGE 56, 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	LENGTH	BEARING
L1	10.00	S75°34'30"W
L2	10.00	N75°34'30"E



CERTIFICATION

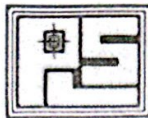
I HEREBY CERTIFY THAT THIS MAP WAS MADE FROM AN ACTUAL ON THE GROUND SURVEY AND THAT THE MONUMENTATION SHOWN HEREIN WERE FOUND AND/OR PLACED UNDER MY PERSONAL SUPERVISION. I ALSO CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY IA, CONDITION II SURVEY.

DATE: 1/5/2024

JESUS D. IBARRA RPLS#6085, FIR#10194184



© COPYRIGHT 2024/PLS ALL RIGHTS RESERVED



PRECISION LAND SURVEYORS

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

Being that 10' Water Line
Easement within Lot 2, Block 2,
Horizon Manor Unit One,
City of Horizon,
El Paso County, Texas,
January 5, 2024

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being that 10 foot water easement within Lot 2, Block 2, Horizon Manor Unit One, City of horizon, El Paso County, Texas, according to the plat thereof filed in Volume 20, Page 56, El Paso County plat records and being more particularly described by metes and bounds as follows:

Commencing for reference at a found chiseled "X" at the northerly common corner of Lots 2 and 3, Block 2, Horizon Manor Unit One and the south right of way line of Pawling Drive (60 foot R.O.W.), whence a found 5/8" rebar with cap "6794" at the southerly common corner of said Lots 2 and 3 bears, South 14°25'30" East a distance of 400.00 feet, thence along said right of way line, South 75°34'30" West a distance of 246.70 feet to the "TRUE POINT OF BEGINNING".

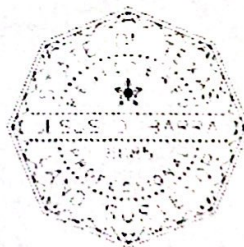
Thence leaving said right of way line, South 16°12'38" East a distance of 153.37 feet to a point;

Thence, South 75°34'30" West a distance of 10.00 feet to a point;

Thence, North 16°12'38" West a distance of 153.37 feet to a point on said right of way line;

Thence along said south right of way line, North 75°34'30" East a distance of 10.00 feet to "TRUE POINT OF BEGINNING" and containing in all 1,534 square feet or 0.0352 acres of land more or less.

Jesus D. Ibarra, RPLS No.6085
January 5, 2024





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

Case No.: SDV24-0001
Application Type: Water Utility Easement Vacation
P&Z Hearing Date: March 18, 2024
Staff Contact: Art Rubio, Chief Planner
 915-852-1046 ext.407; arubio@horizoncity.org
Address/Location: 1560 Pawling Dr., located East of Darrington Rd. and North of Oxbow Dr.
Property ID No.: 221233
Legal Description: Lot 2, Block 2, Horizon Manor Unit One, Town of Horizon City, El Paso County, Texas
Existing Use: Vacant
Owner: Horizon Oxbow Development, LLC
Applicant/Rep.: Karam Development, LLC
Nearest Park: Corky Park
Nearest School: Horizon Middle School

SURROUNDING PROPERTIES:		
	Zoning	Land Use
N	C-1 (General Commercial), C-2 (Heavy Commercial)	Retail, Restaurant
E	C-1 (General Commercial), A-1 (Apartments)	Retail, Warehousing, Multi-family Residential
S	C-1 (General Commercial)	ESD #1, Warehousing, Retail
W	C-2 (Heavy Commercial)	Retail, Restaurant
LAND USE AND ZONING:		
	Existing	Proposed
Land Use	Vacant (Demolishing existing structures)	Warehouse Flex units
Zoning	C-1 (General Commercial)	No proposed change

Application Description:

The applicant is requesting to vacate an existing 10' foot water utility easement within his property to incorporate and make use of the property for their plan to develop the entire property.

Notice:

In accordance with Horizon City Code of Ordinance, *Chapter 1 General Provisions, Article 1.08 Vacation of Public Easement or Right-of-Way, Section 1.08.003 Procedure; Notice of Public Hearings (b) (2) Public Easement Vacation*, notice of the planning and zoning commission and the city council hearing shall not be required personally to abutting property owners when the application is for vacation of a public easement. Any responses received by staff will be presented to the Commission at the meeting.

Staff Recommendation:

Staff recommends **approval** of the request to vacate the easement in question as HRMUD has no objection to the vacation of the water utility easement.

Horizon Regional Municipal Utility District

No comments have been received. Letter of no objection to vacation was received.

El Paso Electric

No comments have been received.

Texas Gas Service

No comments have been received.

Spectrum

No comments have been received.

AT&T

AT&T has no objection nor AT&T facilities in this easement.

Attachments:

Attachment 1 – Zoning Map

Attachment 2 – Aerial

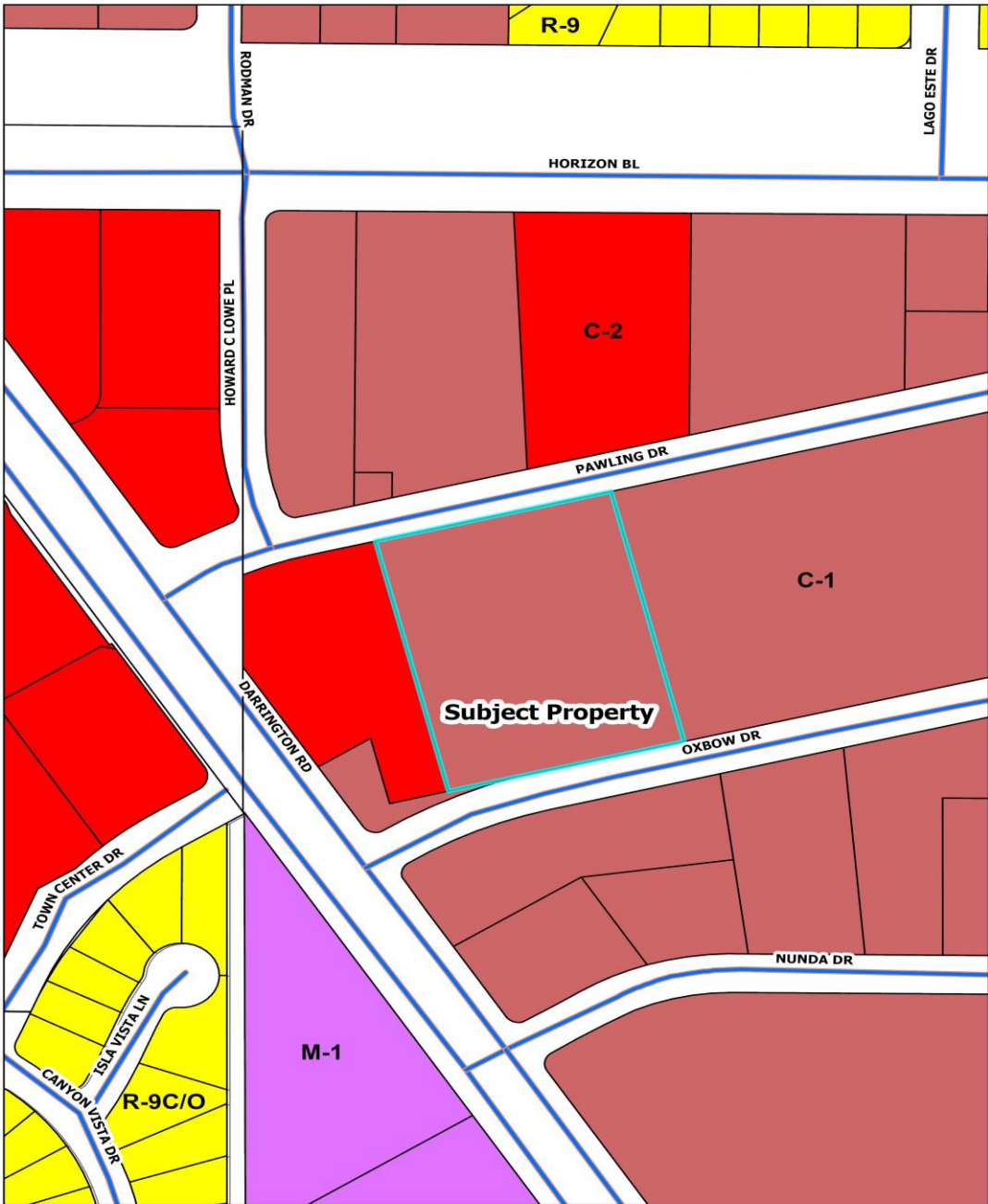
Attachment 3 – Survey and M&B

Attachment 4 – Application

Attachment 5 – Applicant/Representative Affidavit

Attachment 1: Zoning Map

**Planning & Zoning Commission
10' Foot Water Line Easement Vacation
1560 Pawling Dr.**

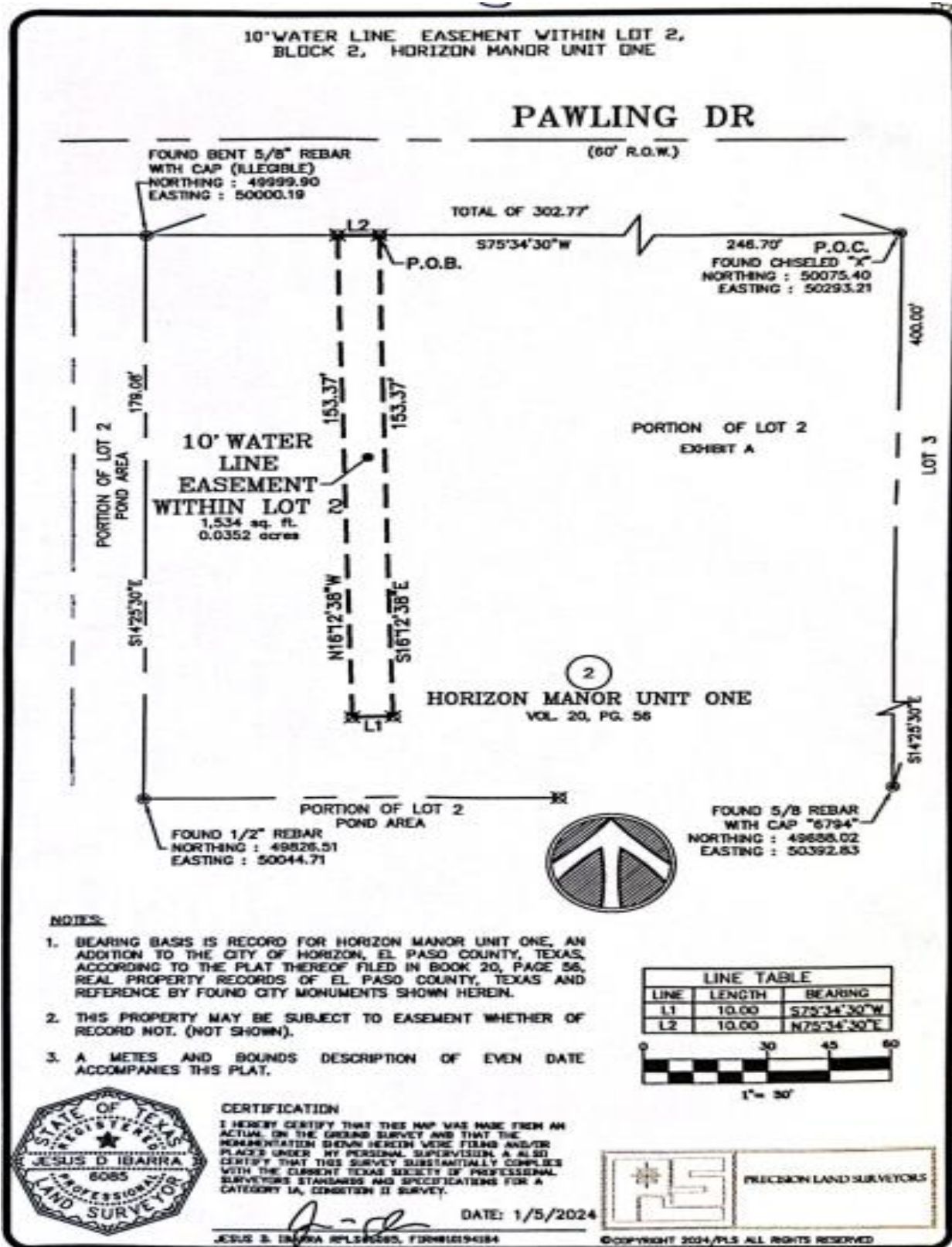


Attachment 2: Aerial

**Planning & Zoning Commission
10' Foot Water Line Easement Vacation
1560 Pawling Dr.**



Attachment 3: Survey & M&B



Attachment 3: Survey & M&B



PRECISION LAND SURVEYORS

10441 VALLE DE ORO DR.

El Paso, Texas 79927

Ph# (915) 222-5227

Being that 10' Water Line
Easement within Lot 2, Block 2,
Horizon Manor Unit One,
City of Horizon,
El Paso County, Texas,
January 5, 2024

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being that 10 foot water easement within Lot 2, Block 2, Horizon Manor Unit One, City of horizon, El Paso County, Texas, according to the plat thereof filed in Volume 20, Page 56, El Paso County plat records and being more particularly described by metes and bounds as follows:

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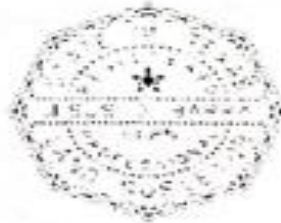
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Thence along said south right of way line, North 75°34'30" East a distance of 10.00 feet to **"TRUE POINT OF BEGINNING"** and containing in all 1,534 square feet or 0.0352 acres of land more or less.


Jesus D. Ibarra, RPLS No.6085
January 5, 2024



Attachment 4: Application



Case No. _____

**VACATION OF PUBLIC EASEMENTS & RIGHTS-OF-WAY
APPLICATION**

Date: 2-7-2024

1. APPLICANT'S NAME KARAM Development (TJ KARAM)
ADDRESS 709 Cervantes Ct ZIP CODE 79922 TELEPHONE 915 204 0095
2. PROPERTY OWNER Horizon Oxbow Development, LLC
ADDRESS 320 TEXAS AVE FL 2 ZIP CODE 79901 TELEPHONE 915 204 0095
3. Request is hereby made to vacate the following: (check one) Street Alley Easement Other
Street Name / Location: ~~320~~ Pawling Dr.
Subdivision Name: HORIZON MANOR UNIT ONE
4. Reason for vacation request: Will not be used and property will be developed.
5. Surface Improvements located in subject property to be vacated:
None Paving Curb & Gutter Power Lines/Poles Fences/Walls Structures Other
6. Underground Improvements located in the existing rights-of-way:
None Telephone Electric Gas Water Sewer Storm Drain Other
7. Future use of the vacated right-of-way:
Yards Parking Expand Building Area Replat with abutting Land Other
8. Related applications which are pending (give name or file number): Zoning Board of Adjustment
Subdivision Building Permits Other
9. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

	Signature	Legal Description	Telephone
N/A	_____	_____	_____
	_____	_____	_____

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the Town of Horizon City to grant the Vacation.

The undersigned acknowledges that he or she is authorized to do so, and upon the Town's request will provide evidence satisfactory to the Town's confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable ordinances.

OWNER / APPLICANT SIGNATURE: REPRESENTATIVE: TJ Karam

Easement Fee: \$75
Right-of-Way Fee: \$150

Note: Applicant is responsible for all expenses incurred by the City in connection with this request, including but not limited to attorney's fees, engineering fees, appraisals, and publication. Charges will be invoiced separately. Applicant's initials _____

Please see reverse side for a list of items required when submitting the Vacation application.

NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.

Attachment 5: Applicant/Representative Affidavit

AFFIDAVIT

(Appointment of Representative)

THE STATE OF TEXAS

COUNTY OF EL PASO

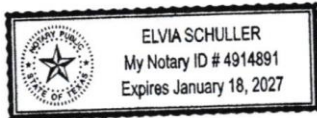
BEFORE ME, the undersigned official, on this day personally appeared GEORGE M. DIPP FOR HORIZON OXBOW LLC., who is personally know to me, and first being duly sworn according to law upon his/her oath deposed and said:

"My name is George M Dipp; I am over eighteen (18) years of age and I reside at: 912 Kelby Place El Paso TX 79922. I have the legal authority to appoint a representative and I have personal knowledge of this facts stated herein, and they are all true and correct. I own the property which is the subject of this proposed Land Development Exemption Determination Subdivision Application Rezoning Application Specific Use Permit Variance Application Building Permit Application Other Application (Application name) EASEMENT VACATION. I have designated (Firm/Individual) KARAM DEVELOPMENT/TU KARAM to represent me in filing an application for a with Planning Department of the Town of Horizon City, and to appear on my behalf at all necessary meetings of the Planning and Zoning Commission and the City Council of Horizon City with respect to this application. In relation to this, it is my understanding that as owner of the aforementioned property either I or my designated representative may appear on behalf of the proposed application. It has been explained to me and I understand that a written notice must be filed with the Planning Director of the Town of Horizon City to give notice of a termination of this appointment prior to the final determination regarding my application, and I must make and file a new affidavit and appointment of representative to change or substitute the representative."

Affiant

On 3/6, 2024, personally appeared George M Dipp and having been duly sworn by me, subscribed to the foregoing affidavit and has stated that the facts therein are true and correct.

Notary Public, State of Texas

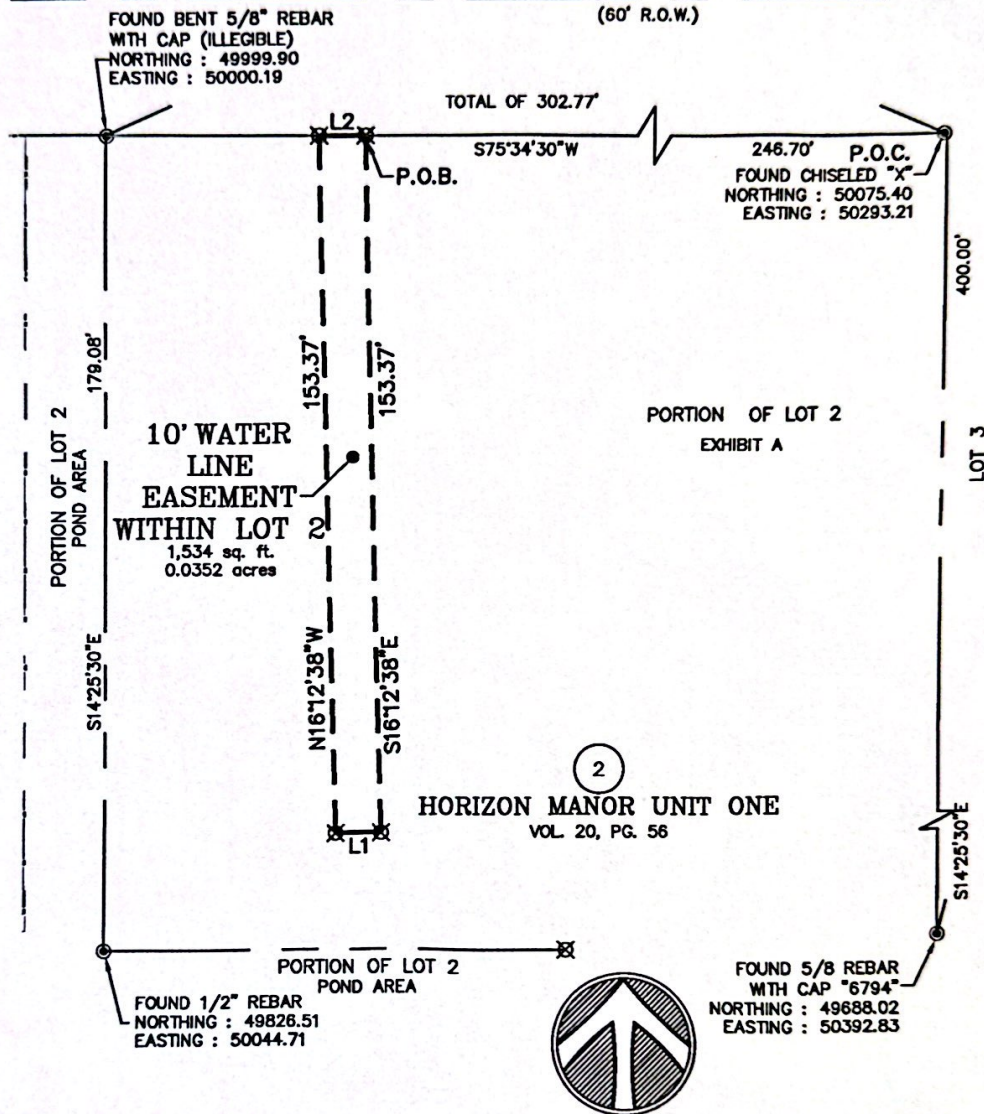


Survey

Doc# 20240005749

10' WATER LINE EASEMENT WITHIN LOT 2,
BLOCK 2, HORIZON MANOR UNIT ONE

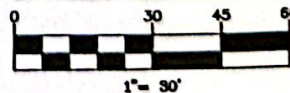
PAWLING DR



NOTES:

1. BEARING BASIS IS RECORD FOR HORIZON MANOR UNIT ONE, AN ADDITION TO THE CITY OF HORIZON, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF FILED IN BOOK 20, PAGE 56, 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	LENGTH	BEARING
L1	10.00	S75°34'30\"W
L2	10.00	N75°34'30\"E



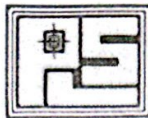
CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP WAS MADE FROM AN ACTUAL ON THE GROUND SURVEY AND THAT THE MONUMENTATION SHOWN HEREIN WERE FOUND AND/OR PLACED UNDER MY PERSONAL SUPERVISION. I ALSO CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY IA, CONDITION II SURVEY.

DATE: 1/5/2024
 JESUS D. IBARRA RPLS#6085, FIRM#10194184



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PRECISION LAND SURVEYORS

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

Being that 10' Water Line
Easement within Lot 2, Block 2,
Horizon Manor Unit One,
City of Horizon,
El Paso County, Texas,
January 5, 2024

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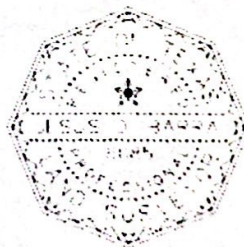
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Jesus D. Ibarra, RPLS No.6085
January 5, 2024





**TOWN OF HORIZON CITY
MEMORANDUM**

Date: March 12, 2024

To: Honorable Mayor and Members of City Council

From: Art Rubio, Chief Planner

SUBJECT: **1st Reading of Ordinance No. _____**, an Ordinance vacating a 10'-foot Public Utility Easement Located at 14476 Desert Sage Dr. in a Portion of Lot 13, Block 32, Horizon Mesa Unit Six, Town of Horizon City, El Paso County, Texas; and Providing for Repealer and Severability Clauses

On March 18, 2024, the Planning and Zoning Commission will be reviewing the Vacation application.

Staff have not received any objections from any of the utility companies in Horizon City.

Attached for your review is the staff report that will be presented to the Planning and Zoning Commission.

ORDINANCE NO. _____

AN ORDINANCE VACATING A 10' FOOT PUBLIC UTILITY EASEMENT LOCATED AT 14476 DESERT SAGE DR IN A PORTION OF LOT 13, BLOCK 32, HORIZON MESA UNIT SIX SUBDIVISION PLAT, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS; AND PROVIDING FOR REPEALER AND SEVERABILITY CLAUSES

WHEREAS, the property owner has requested vacation of a 10' foot public utility easement located at 14476 Desert Sage Dr. in a Portion of Lot 13, Block 32, Horizon Mesa Unit Six Subdivision Plat , Town of Horizon City, El Paso County, Texas.

WHEREAS, after public hearing, the Town of Horizon City Planning and Zoning Commission has recommended that said utility easement should be vacated.

WHEREAS, the City Council finds that the vacation of said public utility easement is in the public interest of the Town of Horizon City, El Paso County, Texas.

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

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

1. ENACTMENT OF PUBLIC UTILITY VACATION

A 10' foot public utility easement located at 14476 Desert Sage Dr. in a Portion of Lot 13, Block 32, Horizon Mesa Unit Six Subdivision Plat, Town of Horizon City, El Paso County, Texas, further described by metes and bounds attached hereto as Exhibit "A" and incorporated by reference herein, is hereby vacated and the Mayor is hereby authorized to sign an instrument releasing all of the public utilities right, and interest in such vacated easement to Gonzalez Delia (LE) & Gonzalez Jacob G & Gonzalez Sebastian A.

2. FINDINGS OF FACT

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

3. REPEALER

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

4. SEVERABILITY

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

5. EFFECTIVE DATE

This Ordinance shall be effective upon passage.

6. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this _____ day of _____, 2024, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the City Council of Horizon City, Texas.

TOWN OF HORIZON CITY

by: _____
Andres Renteria, Mayor

ATTEST:

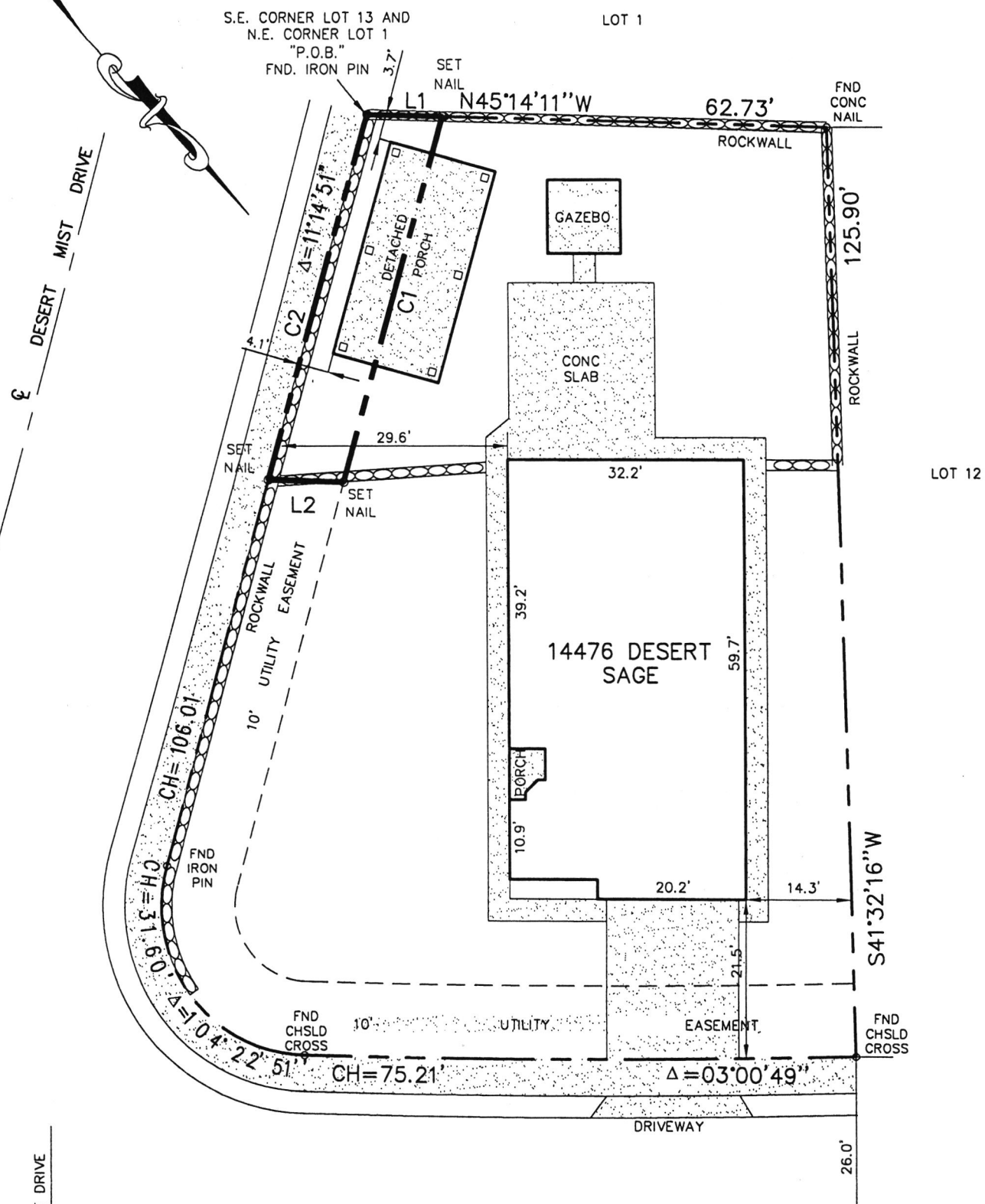
Elvia Schuller, TRMC, City Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth, City Attorney

First Reading 03/12/2024
Second Reading 04/09/2024

"EXHIBIT A"



DESERT MIST DRIVE
CITY MON.

DESERT SAGE DRIVE

$\Delta = 5^{\circ}20'56''$ $R = 1456.13$
 $N45^{\circ}47'16''W$
 (BEARING BASIS)

CURVE	RADIUS	BEARING	CHORD	DELTA	ARC
C1	4859.28'	N58°39'32"E	51.41'	00°36'22"	51.41'
C2	4869.28'	S58°37'48"W	51.40'	00°36'17"	51.40'

LINE	BEARING	DISTANCE
L1	N45°14'11"W	10.31'
L2	S45°14'11"E	10.29'



CERTIFICATION

I hereby certify that the foregoing Boundary and Improvement Survey was made by me or under my supervision and that there are no encroachments except as shown. Only platted easements are shown.

Manuel Calderon

Manuel Calderon

Registered Professional Land Surveyor No. 2564
 Texas Surveying Firm Reg. No. 100200-00
 Texas Registered Engineering Firm No. F-3788

E-Mail: CalderonEngineering@elpbizclass.com

File No: 20090020468 Job No. 0224-27

14476 DESERT SAGE DRIVE,
 A PORTION OF LOT 13, BLOCK 32,
 HORIZON MESA UNIT SIX, CITY OF HORIZON,
 EL PASO COUNTY, TEXAS, AND BEING MORE
 PARTICULARLY DESCRIBED BY
 METES AND BOUNDS ATTACHED HERETO.

Field JM Office RM-C6 Date 02/13/24 Scale 1"=20'

CALDERON ENGINEERING

3031 TRAWOOD DR.
 EL PASO, TEXAS 79936 (915) 855-7552
 E-Mail: CalderonEngineering@elpbizclass.com

Calderon Engineering

3031 Trawood Drive
El Paso, Texas 79936
(915) 855-7552
Fax: 855-8350

calderonengineering@elpbizclass.com

February 13, 2024

14476 Desert Sage Drive METES & BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Lot 13, Block 32, Horizon Mesa Unit Six, City of Horizon, El Paso County, Texas, as filed and recorded in File No. 20090020468, Deed Records of El Paso County, Texas; and being more particularly described by metes and bounds as follows;

Beginning at a found iron pin marking the Southeast corner of Lot 13 and the Northeast corner of Lot 1 on the West R.O.W. line of Desert Mist Drive, all in Block 32, Horizon Mesa Unit Six, City of Horizon, El Paso County, Texas;


Thence North $45^{\circ}14'11''$ West along the common Lot line between Lots 1 and 13 a distance of 10.31 feet to a set nail;

Thence 51.41 feet along arc of a curve to the right, whose interior angle is $00^{\circ}36'22''$, whose radius is 4859.28 feet and whose chord bears North $58^{\circ}39'32''$ East a distance of 51.41 feet to a set nail;

Thence South $45^{\circ}14'11''$ East a distance of 10.29 feet to a set nail;

Thence 51.40 feet along arc of a curve to the left and along the West R.O.W. line of Desert Mist Drive, whose interior angle is $00^{\circ}36'17''$, whose radius is 4869.28 feet and whose chord bears South $58^{\circ}37'48''$ West a distance of 51.40 feet to the "Point of Beginning" and containing in all 514.00 square feet or 0.011 acres of land more or less. A plat of survey dated February 13, 2024 is a part of this description and is attached hereto.




Manuel Calderon
Calderon Engineering
Registered Professional Land Surveyor No. 2564
Registered Professional Engineer No. 42333
Texas Registered Engineering Firm No. F-3788
Texas Licensed Surveying Firm No. 100200-00



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

Case No.: SDV24-0002
Application Type: Utility Easement Vacation
P&Z Hearing Date: March 18, 2024
Staff Contact: Art Rubio, Chief Planner
 915-852-1046 ext.407; arubio@horizoncity.org
Address/Location: 14476 Desert Sage Dr., located North of Eastlake Blvd. and East of Horizon Mesa Blvd.
Property ID No.: 610908
Legal Description: A Portion of Lot 13, Block 32, Horizon Mesa Unit 6, Town of Horizon City, El Paso County, Texas
Existing Use: Single-Family Dwelling
Owner: Delia & Jacob Gonzalez & 1
Applicant: Delia Gonzalez
Nearest Park: Horizon Mesa Park
Nearest School: Horizon Heights Elementary School

SURROUNDING PROPERTIES:		
	Zoning	Land Use
N	R-9 (Single-Family Dwelling)	Residential
E	R-3 (Single-Family Dwelling)	Vacant
S	R-3 (Single-Family Dwelling)	Vacant
W	R-9 (Single-Family Dwelling)	Residential
LAND USE AND ZONING:		
	Existing	Proposed
Land Use	Residential	No Change Proposed
Zoning	R-9 (Single-Family Dwelling)	No Change Proposed

Application Description:

The applicant is requesting to vacate a 10' foot utility easement due to an accessory open porch encroachment over the easement.

Notice:

In accordance with Horizon City Code of Ordinance, Chapter 1 General Provisions, Article 1.08 Vacation of Public Easement or Right-of-Way, Section 1.08.003 Procedure; Notice of Public Hearings (b) (2) Public Easement Vacation, notice of the planning and zoning commission and the city council hearing shall not be required personally to abutting property owners when the application is for vacation of a public easement. Any responses received by staff will be presented to the Commission at the meeting.

Staff Recommendation:

Staff recommend **approval** based on not receiving any objections from any of the reviewing utility companies in the area.

Horizon Regional Municipal Utility District

No objections

El Paso Electric

Thank you for the clarification, we can accept the vacation of the easement shown on the survey.

Texas Gas Service

No objections

AT&T

No objections

Spectrum

No objections

Attachments:

Attachment 1 – Zoning Map

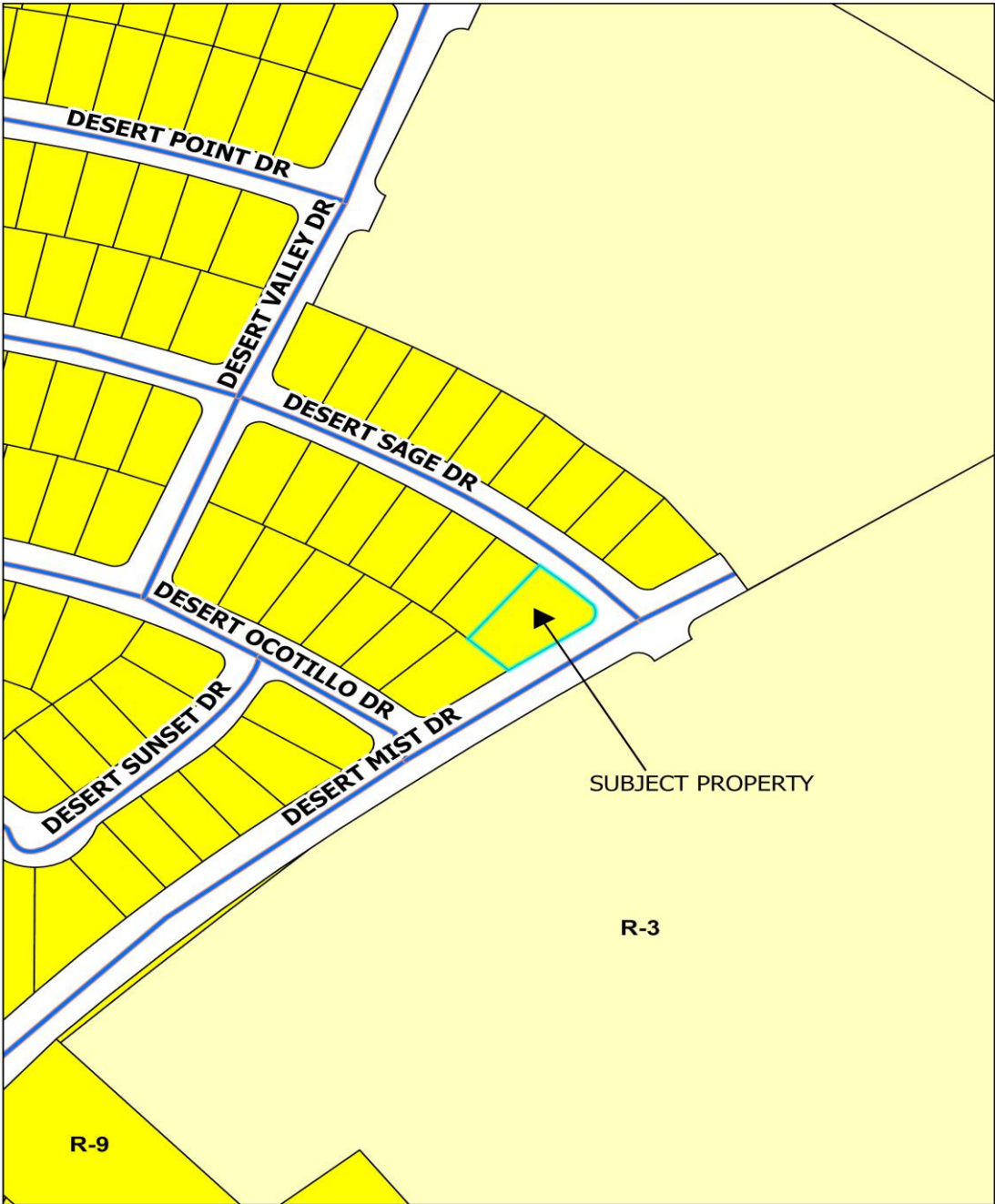
Attachment 2 – Aerial

Attachment 3 – Survey

Attachment 4 – Application

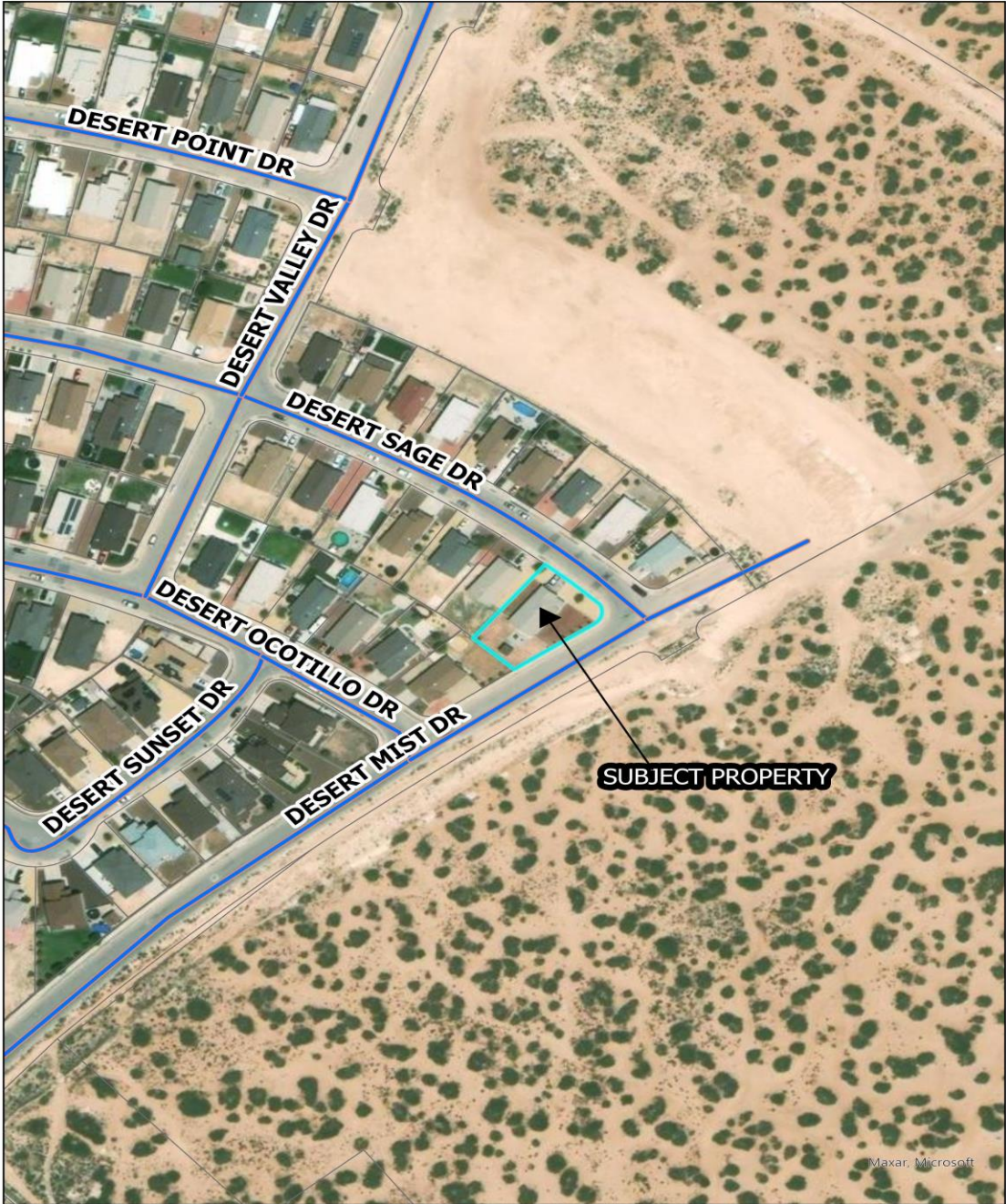
Attachment 1: Zoning Map

**Planning & Zoning Commission
10' Foot Easement Vacation
14476 Desert Sage Dr.**

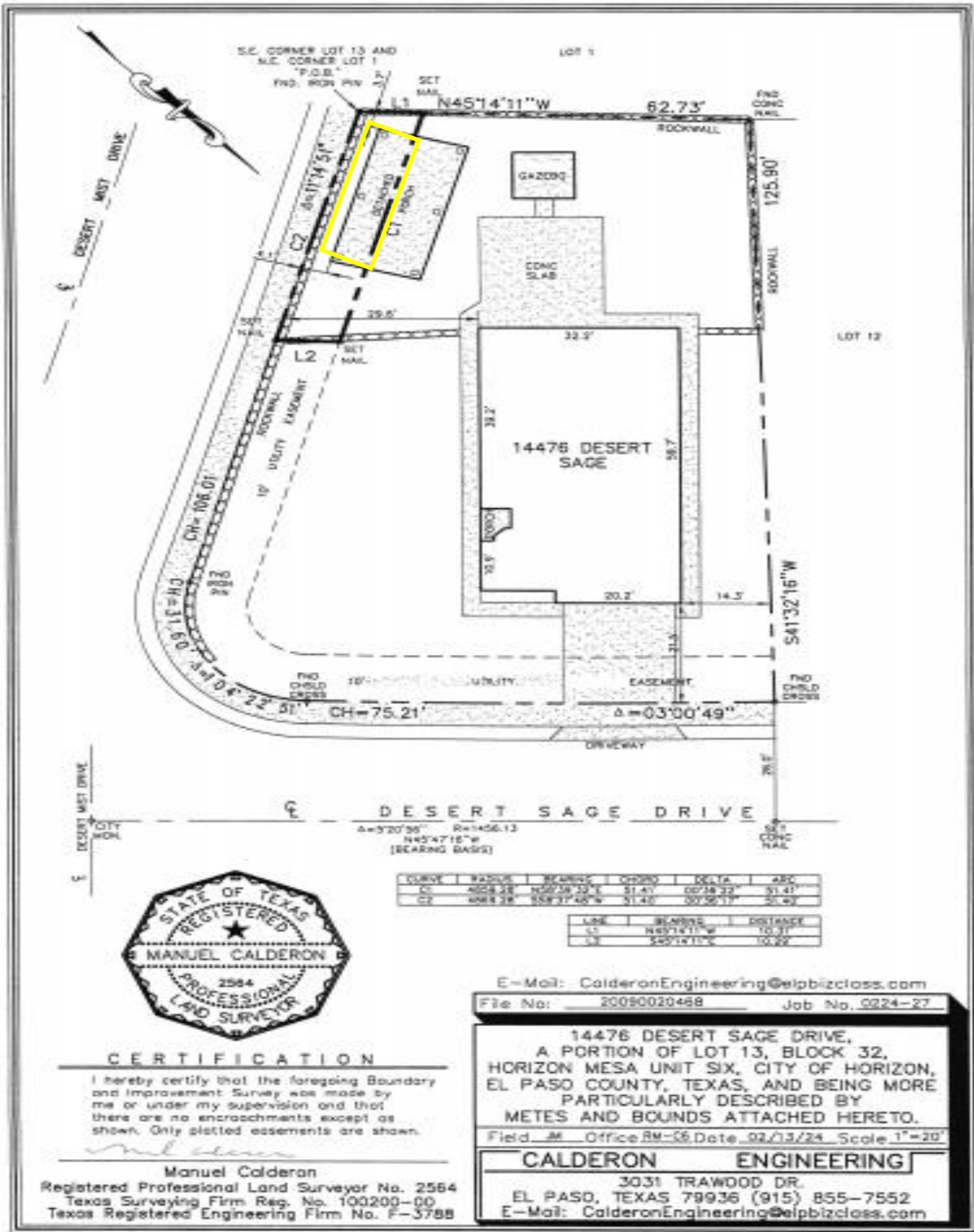


Attachment 2: Aerial

**Planning & Zoning Commission
10' Foot Easement Vacation
14476 Desert Sage Dr.**



Attachment 3: Survey and M&B



Attachment 3: Survey and M&B

Calderon Engineering

3031 Trawood Drive
El Paso, Texas 79936
(915) 855-7552
Fax: 855-8350
calderonengineering@elpbizclass.com

February 13, 2024

**14476 Desert Sage Drive
METES & BOUNDS DESCRIPTION**

Description of a parcel of land being a portion of Lot 13, Block 32, Horizon Mesa Unit Six, City of Horizon, El Paso County, Texas, as filed and recorded in File No. 20090020468, Deed Records of El Paso County, Texas; and being more particularly described by metes and bounds as follows;

Beginning at a found iron pin marking the Southeast corner of Lot 13 and the Northeast corner of Lot 1 on the West R.O.W. line of Desert Mist Drive, all in Block 32, Horizon Mesa Unit Six, City of Horizon, El Paso County, Texas;


Thence North 45°14'11" West along the common Lot line between Lots 1 and 13 a distance of 10.31 feet to a set nail;

Thence 51.41 feet along arc of a curve to the right, whose interior angle is 00°36'22", whose radius is 4859.28 feet and whose chord bears North 58°39'32" East a distance of 51.41 feet to a set nail;

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Manuel Calderon
Calderon Engineering
Registered Professional Land Surveyor No. 2564
Registered Professional Engineer No. 42333
Texas Registered Engineering Firm No. F-3788
Texas Licensed Surveying Firm No. 100200-00

VP-C1
Desert Sage

Attachment 3: Application



Case No. _____

VACATION OF PUBLIC EASEMENTS & RIGHTS-OF-WAY APPLICATION

Date: 2/21/2024

1. APPLICANT'S NAME: Delia Gonzalez
ADDRESS: 14476 Desert Sage ZIP CODE: 79928 TELEPHONE: 915 1329-2741 / 915 215-0649
2. PROPERTY OWNER: Delia Gonzalez
ADDRESS: 14476 Desert Sage ZIP CODE: 79928 TELEPHONE: _____
3. Request is hereby made to vacate the following: (check one) Street Alley Easement Other
Street Name / Location: Same as owner - Above
Subdivision Name: _____
4. Reason for vacation request: building porch structure on top of easement
5. Surface Improvements located in subject property to be vacated:
None Paving Curb & Gutter Power Lines/Poles Fences/Walls Structures Other
6. Underground Improvements located in the existing rights-of-way:
None Telephone Electric Gas Water Sewer Storm Drain Other
7. Future use of the vacated right-of-way: N/A
Yards Parking Expand Building Area Replat with abutting Land Other
8. Related applications which are pending (give name or file number): Zoning Board of Adjustment
Subdivision Building Permits Other
9. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary): N/A

Signature	Legal Description	Telephone
_____	_____	_____
_____	_____	_____

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the Town of Horizon City to grant the Vacation.

The undersigned acknowledges that he or she is authorized to do so, and upon the Town's request will provide evidence satisfactory to the Town's confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable ordinances.

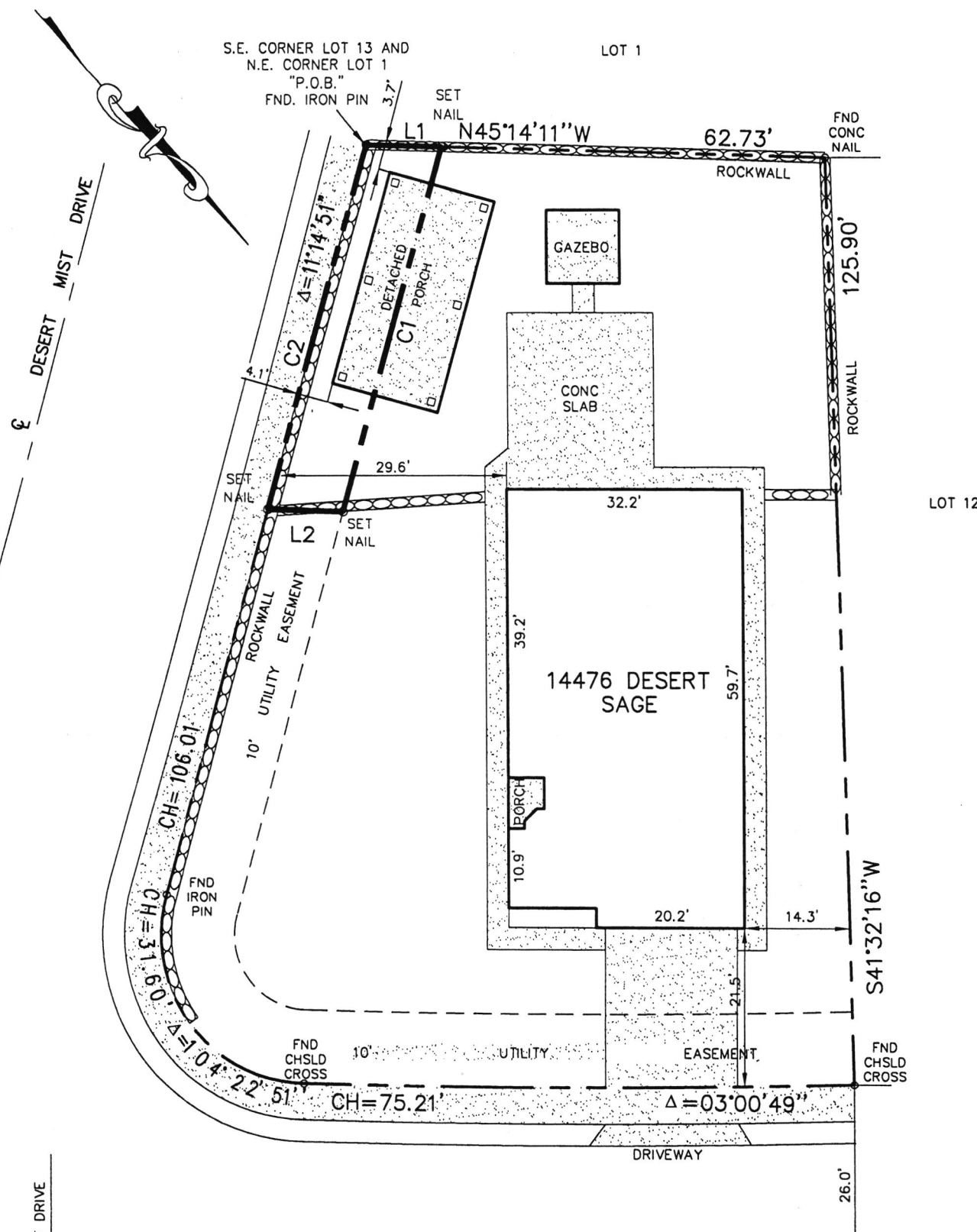
OWNER / APPLICANT SIGNATURE: [Signature] REPRESENTATIVE: Same as owner

Easement Fee: \$75
Right-of-Way Fee: \$150

Note: Applicant is responsible for all expenses incurred by the City in connection with this request, including but not limited to attorney's fees, engineering fees, appraisals, and publication. Charges will be invoiced separately. Applicant's initials: N/A

Please see reverse side for a list of items required when submitting the Vacation application.

NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.



DESERT SAGE DRIVE

Δ=5°20'56" R=1456.13
N45°47'16"W
(BEARING BASIS)

CURVE	RADIUS	BEARING	CHORD	DELTA	ARC
C1	4859.28'	N58°39'32"E	51.41'	00°36'22"	51.41'
C2	4869.28'	S58°37'48"W	51.40'	00°36'17"	51.40'

LINE	BEARING	DISTANCE
L1	N45°14'11"W	10.31'
L2	S45°14'11"E	10.29'



CERTIFICATION

I hereby certify that the foregoing Boundary and Improvement Survey was made by me or under my supervision and that there are no encroachments except as shown. Only platted easements are shown.

Manuel Calderon

Manuel Calderon

Registered Professional Land Surveyor No. 2564
Texas Surveying Firm Reg. No. 100200-00
Texas Registered Engineering Firm No. F-3788

E-Mail: CalderonEngineering@elpbizclass.com

File No: 20090020468 Job No. 0224-27

14476 DESERT SAGE DRIVE,
A PORTION OF LOT 13, BLOCK 32,
HORIZON MESA UNIT SIX, CITY OF HORIZON,
EL PASO COUNTY, TEXAS, AND BEING MORE
PARTICULARLY DESCRIBED BY
METES AND BOUNDS ATTACHED HERETO.

Field JM Office RM-C6 Date 02/13/24 Scale 1"=20'

CALDERON ENGINEERING

3031 TRAWOOD DR.
EL PASO, TEXAS 79936 (915) 855-7552
E-Mail: CalderonEngineering@elpbizclass.com

Calderon Engineering

3031 Trawood Drive
El Paso, Texas 79936
(915) 855-7552
Fax: 855-8350

calderonengineering@elpbizclass.com

February 13, 2024

14476 Desert Sage Drive METES & BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Lot 13, Block 32, Horizon Mesa Unit Six, City of Horizon, El Paso County, Texas, as filed and recorded in File No. 20090020468, Deed Records of El Paso County, Texas; and being more particularly described by metes and bounds as follows;

Beginning at a found iron pin marking the Southeast corner of Lot 13 and the Northeast corner of Lot 1 on the West R.O.W. line of Desert Mist Drive, all in Block 32, Horizon Mesa Unit Six, City of Horizon, El Paso County, Texas;


Thence North $45^{\circ}14'11''$ West along the common Lot line between Lots 1 and 13 a distance of 10.31 feet to a set nail;

Thence 51.41 feet along arc of a curve to the right, whose interior angle is $00^{\circ}36'22''$, whose radius is 4859.28 feet and whose chord bears North $58^{\circ}39'32''$ East a distance of 51.41 feet to a set nail;

Thence South $45^{\circ}14'11''$ East a distance of 10.29 feet to a set nail;

Thence 51.40 feet along arc of a curve to the left and along the West R.O.W. line of Desert Mist Drive, whose interior angle is $00^{\circ}36'17''$, whose radius is 4869.28 feet and whose chord bears South $58^{\circ}37'48''$ West a distance of 51.40 feet to the "Point of Beginning" and containing in all 514.00 square feet or 0.011 acres of land more or less. A plat of survey dated February 13, 2024 is a part of this description and is attached hereto.




Manuel Calderon
Calderon Engineering
Registered Professional Land Surveyor No. 2564
Registered Professional Engineer No. 42333
Texas Registered Engineering Firm No. F-3788
Texas Licensed Surveying Firm No. 100200-00



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: March 12, 2024
To: Honorable Mayor and Members of City Council
From: Art Rubio, Chief Planner
SUBJECT: On a request for an exception to Chapter 14, Section 602.8 (Exhibit A), Subsection B.7 of the Municipal Code to allow for the sale of alcoholic beverages within 300 feet of a day care center for property located at 14476 Horizon Blvd Suite D-E. Application submitted by Roberto Lugo-Principe.

An exception request has been received by staff to allow for the sale of alcoholic beverages within 300 feet of a daycare. La Casa Del Mangu restaurant is located within an existing single-story shopping center at 14476 Horizon Boulevard and applying with TABC for an alcohol sales license for a restaurant. The sale of alcohol is incidental to the restaurant use. A child daycare (Riddles and Rhymes) and an adult daycare (Club de Amistad) are both located adjacent to the same shopping center, less than 300 ft. apart measured property line to property line.

Section 602.8, subsection B.2 prohibits the sale of alcoholic beverages when the place of business with within three hundred (300) feet of a day care center or childcare facility. In such instances, the distance between the place of business where alcoholic beverages are sold and a day care shall be measured in direct line from the property line of the day care center or childcare facility to the property line of the place of business, and in direct line across intersections. Being that the two tenants are within the same shopping center, staff is unable to sign off on the applicant's application to the Texas Alcoholic Beverage Commission.

Subsection B.7 of Section 602.8 allows for City Council to grant an exception to the prohibition of the sale of alcoholic beverages within three hundred feet of a church, school, **commercial day care center**, or public hospital after notice and public hearing if the council determines that the enforcement of the prohibition in a particular instance:

- a. Is not in the best interest of the public.
- b. Constitutes waste or the inefficient use of land or other resources.
- c. Creates an undue hardship on an applicant.
- d. Does not serve its intended purpose.
- e. Is not effective or necessary; or
- f. For any other reason the city council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

Notice of this public hearing was provided to Child Day Care (Riddles and Rhymes) and Club de Amistad Adult Day Care representatives via on site visit and the notice was posted at City Hall. Club de Amistad Adult Day Care Director provided a no objection letter to the alcohol sales exception. Staff received a phone call from the owner of

Riddles and Rhymes Child Daycare stating they had no comment in objection or support for the request.

Attached is the request letter from the restaurant owner Roberto Lugo-Principe (La Casa Del Mangu Restaurant) and a letter of no objection from Club de Amistad Adult Day Care Director.



To whom it may concern,

March 5, 2024

I am requesting an exemption on Chapter 6 General Commercial Districts, Section 602.8B Alcoholic Beverages Restrictions. I have a full-service restaurant for customers to enjoy breakfast, lunch or dinner with their family or friends in a pleasant ambience. During the hours that are permitted by law, alcoholic beverages will be available for sale to adults that wish to consume in a responsible manner. There will be no alcohol available to go or sale of alcohol in packages. Attached a letter from the Adult Day Care.

Thank you for your time and consideration to this matter. If you have any questions please don't hesitate to call me at 915-526-8350.

Regards,

Roberto Lugo-Principe

La Casa del Mangu Dominican Restaurant & Bar, Owner

14476 Horizon Blvd Suite D-E
Horizon City, TX 79928
915-222-8867

March 5, 2024

To whom it may concern:

This letter is to certify that I have no objection with Mr. Roberto Lugo-Principe, Owner of La Casa del Mangu Dominican Restaurant & Bar, to sale alcoholic beverages in his establishment. If you have any questions or concerns please contact me at (915) 852-5006.

Best Regards,



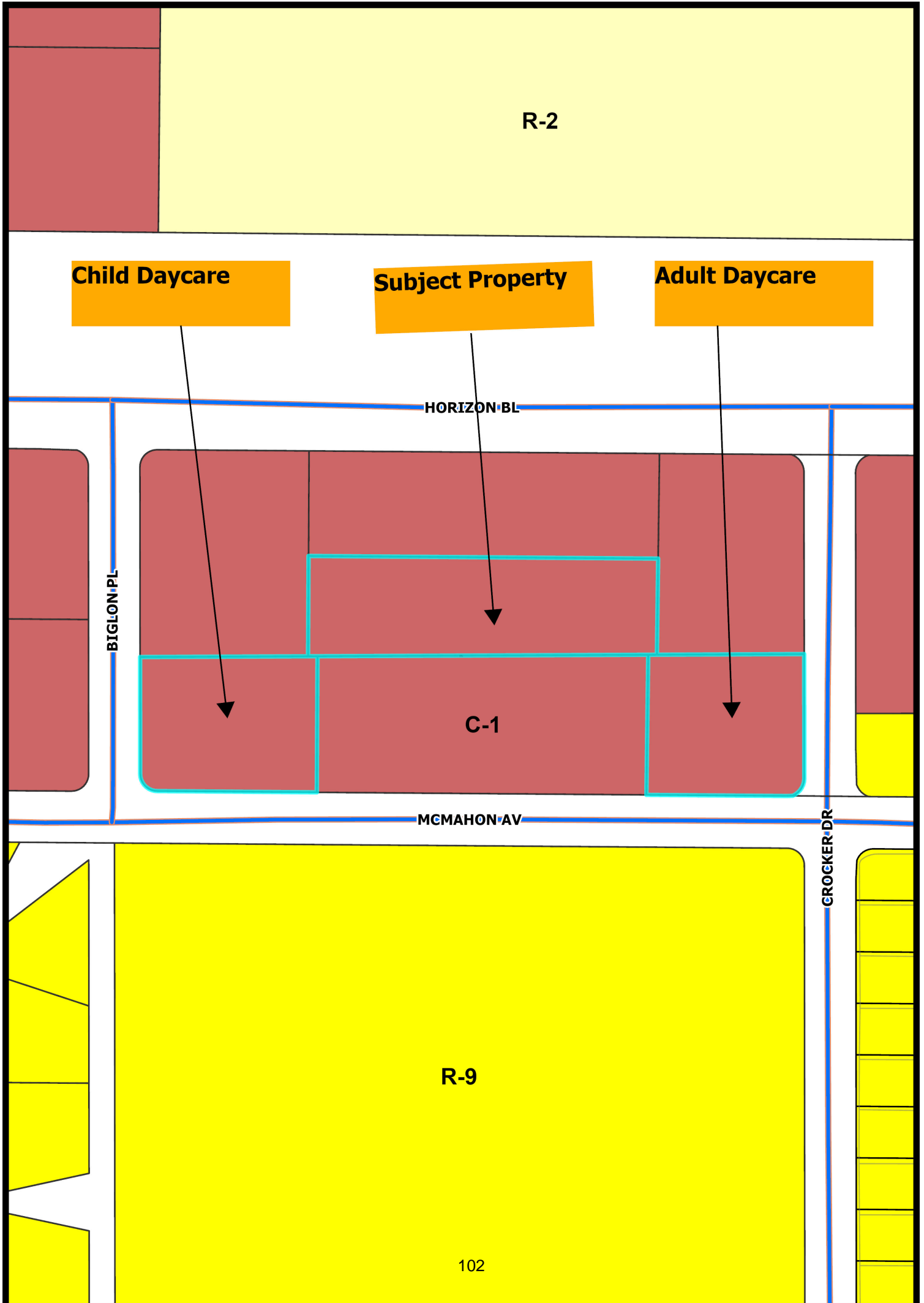
MS. Yolie Rodriguez MSN RN
MSN, RN

Club de Amistad Adult Day Care Director

**City Council
Alcohol Sales Exception Adjacent to Day Care
14476 Horizon Blvd.**



**City Council
Alcohol Sales Exception Adjacent to Day Care
14476 Horizon Blvd.**



City Council

Tuesday March 12, 2024 . 6:00 pm . City Council Chambers

Agenda Items 13-30 - ICC 2021 Adoption

Michelle Garcia – Planning Director

Adoption of the following:

1. 2021 International Residential Code – with amendments
2. 2021 International Building Code – with amendments
3. 2021 International Existing Building Code – with amendments
4. 2021 International Mechanical Code – with amendments
5. 2021 International Fire Code
6. 2021 International Plumbing Code
7. 2021 International Fuel Gas Code
8. 2021 International Energy Conservation Code
9. 2020 NFPA 70 National Electric Code



103



Summary of Proposed Amendments

2021 International Residential Code



- **Section R105 – Permits**
 - **R105.2 – Work exempt from Permit**
- **Amendment would require permits for:**
 - **Accessory structures that do not exceed 200 sq. ft. in size**
 - **Fences shorter than 7 feet**
 - **Retaining walls shorter than 4 feet**
 - **Sidewalks and driveways**
 - **Decks not exceeding 200 sq. ft. in size**
 - **Steam, hot- or chilled-water piping within any equipment regulated by the code**
 - **Self-contained refrigeration systems containing 10 pounds or less of refrigerant and actuated by motors of 1 horsepower**



Summary of Proposed Amendments

2021 International Building Code



- **Section 105 – Permits**
 - **[A] 105.2 – Work exempt from Permit**
- **Amendment would require permits for:**
 - **Accessory structures that do not exceed a120 sq. ft. in size**
 - **Fences shorter than 7 feet**
 - **Retaining walls shorter than 4 feet**
 - **Sidewalks and driveways not more than 30 inches above adjacent grade**
 - **Steam, hot- or chilled-water piping within any equipment regulated by the code**
 - **Self-contained refrigeration systems containing 10 pounds or less of refrigerant and actuated by motors of 1 horsepower**

105



Summary of Proposed Amendments

2021 International Existing Building Code



- **Section 105 – Permits**
 - **[A] 105.2 – Work exempt from Permit**
- **Amendment would require permits for:**
 - **Sidewalks and driveways not more than 30 inches above adjacent grade**
 - **Steam, hot- or chilled-water piping within any equipment regulated by the code**
 - **Self-contained refrigeration systems containing 10 pounds or less of refrigerant**



Summary of Proposed Amendments

2021 International Mechanical Code



- **Section 106 – Permits**
 - **[A] 106.2 – Permits not required**
- **Amendment would require permits for:**
 - **Steam, hot- or chilled-water piping within any equipment regulated by the code**
 - **Self-contained refrigeration systems containing 10 pounds or less of refrigerant**



Questions?

TOWN OF HORIZON CITY

ORDINANCE NO. 202__ - ____

AN ORDINANCE OF THE TOWN OF HORIZON CITY, TEXAS, ADOPTING THE FIRE CODE BY ADOPTING AND AUTHORIZING THE MAYOR TO EXECUTE AND ADOPT THE FIRE CODE; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE, AND HEARING; CREATING A MISDEMEANOR PUNISHIBLE BY A FINE NOT TO EXCEED \$2,000

WHEREAS, the City Council of the Town of Horizon City (“City Council”) finds it to be in the public interest and necessary to update its Code of Ordinances from time to time; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an ordinance, rule, or police regulation that is for the good government, peace, or order of the City and are necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Section 55.001 of the Texas Local Government Code, and Section 3.15 of the City Charter, the City Council has the authority to modify and adopt codes of technical regulations; and

WHEREAS, the City Council had previously granted fire code enforcement authority to the Emergency Services District #1 and their Fire Marshall, which had adopted the 2009 international Fire Code; and

WHEREAS, the City Council has determined that the adoption of the updated 2021 International Fire Code (“IFC”) to promote the safety and orderly construction within the corporate city limits of the Town of Horizon City, Texas, in the extraterritorial jurisdiction of Horizon City; and

WHEREAS, the City Council finds it to be in the public interest that the City adopt this ordinance and technical code to promote the safety and welfare of the community.

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

Section 1. FINDINGS OF FACT

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code and Section 3.15 of the City Charter, the City Council hereby approves the adoption of the fire code.

Section 2. ADOPTION OF THE FIRE CODE

The City Council hereby enacts and adopts the 2021 edition of the International Fire Code (“IFC”) regulating and governing residential property, buildings, and structures in the City; providing for the issuance of permits and collection of fees.

The City Council hereby approves the modification of Chapter 5, Article 5.01 of the City’s Code of Ordinances, as set forth in Attachment A, for the above-stated purpose.

Section 3. PUBLICATION OF ORDINANCE

The City Council authorizes the Mayor, City Clerk, or their designee, to record and publish this ordinance’s regulations, rules, and policies in the City’s Code of Ordinances.

Section 4. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 5. SEVERABILITY

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

Section 6. PROPER NOTICE & MEETING

The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

DULY RESOLVED & ADOPTED by the City Council of the Town of Horizon City, TX, on this, the ___ day of ___ 2024.

APPROVED:

Andres Renteria, Mayor

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Sylvia B. Firth, City Attorney

Attachment “A”

Section 5.01.001 Adoption.

A certain document, a copy of which is on file in the office of the city clerk, being marked and designated as the International Fire Code, 2021 edition, as published by the International Code Council, is hereby adopted as the fire code of the city for regulating and governing the conditions and maintenance of all fire systems and prevention in property, buildings, and structures, by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for fire prevention, and providing for the issuance of permits and collection of fees therefor, and each and all of the regulations, provisions, penalties, conditions, and terms of said fire code on file in the office of the city clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in this division.

Section 5.01.002 Amendments.

(a) Insertions. None.

(b) Revisions. None.

(c) Deletions. None.

Section 5.01.005 Penalty.

Any person, firm, corporation, or agent who shall violate a provision of the International Fire Code or this division, or fail to comply therewith, or with any requirements thereof, or who shall erect, construct, alter, or install any electrical system, or has erected, constructed, altered or repaired any electrical system in violation of a detailed statement or drawing submitted and permitted thereunder, or of a permit or certificate issued pursuant to the provisions of this division or section 103 of Ordinance No. 0102 of the city (the zoning ordinance), shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine in accordance with the general penalty provided in section 1.01.009 of this code. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

TOWN OF HORIZON CITY

ORDINANCE NO. 202__ - ____

AN ORDINANCE OF THE TOWN OF HORIZON CITY, TEXAS, ADOPTING AN EXISTING BUILDING CODE BY ADOPTING AND AUTHORIZING THE MAYOR TO EXECUTE AND ADOPT THE INTERNATIONAL EXISTING BUILDING CODE; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE, AND HEARING; CREATING A MISDEMEANOR PUNISHIBLE BY A FINE NOT TO EXCEED \$2,000

WHEREAS, the City Council of the Town of Horizon City (“City Council”) finds it to be in the public interest and necessary to update its Code of Ordinances from time to time; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an ordinance, rule, or police regulation that is for the good government, peace, or order of the City and are necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Section 55.001 of the Texas Local Government Code, and Section 3.15 of the City Charter, the City Council has the authority to adopt codes of technical regulations; and

WHEREAS, the City Council has determined that the adoption of the 2021 International Existing Building Code (“IEBC”) to promote the safety and orderly construction within the corporate city limits of the Town of Horizon City, Texas, in the extraterritorial jurisdiction of Horizon City; and

WHEREAS, the City Council finds it to be in the public interest that the City adopt this ordinance and technical code to promote the safety and welfare of the community.

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

Section 1. FINDINGS OF FACT

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code and Section 3.15 of the City Charter, the City Council hereby approves the adoption of an existing building code.

Section 2. ADOPTION OF THE EXISTING BUILDING CODE

The City Council hereby enacts and adopts the 2021 edition of the International Existing Building Code (“IEBC”) regulating and governing property, buildings, and structures in the City; providing for the issuance of permits and collection of fees.

The City Council hereby approves the modification of Chapter 3, Article 3.02 of the City’s Code of Ordinances, as set forth in Attachment A, for the above-stated purpose.

Section 3. PUBLICATION OF ORDINANCE

The City Council authorizes the Mayor, City Clerk, or their designee, to record and publish this ordinance’s regulations, rules, and policies in the City’s Code of Ordinances.

Section 4. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 5. SEVERABILITY

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

Section 6. PROPER NOTICE & MEETING

The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

**DULY RESOLVED & ADOPTED by the City Council of the Town of Horizon City, TX,
on this, the ___ day of ___ 2024.**

APPROVED:

Andres Renteria, Mayor

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Sylvia B. Firth, City Attorney

Attachment “A”

DIVISION 9

Section 3.02.251 Adoption.

That certain document, a copy of which is on file with Town Clerk of the City and authenticated, being marked and designated as the 2021 edition of the International Existing Building Code (“IEBC”) is hereby adopted as the building code of the city for regulating and governing the conditions and maintenance of all preexisting property, buildings and structures, by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use, and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such preexisting structures as herein provided, and providing for the issuance of permits and collection of fees therefor, and each and all of the regulations, provisions, penalties, conditions and terms of said existing building code on file in the office of the city clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in this division.

Section 3.02.252 Amendments.

- (a) Insertions. None.
- (b) Revisions. None.
- (c) Deletions. The following sections of the IEBC are hereby deleted in their entirety or as stated below, as follows:

Section A 105.2 – Work Exempt From Permit:

- Building (1)
- Electrical: no changes
- Gas: no changes
- Mechanical (4), (7)
- Plumbing: no changes

Section 3.02.255 Penalty.

Any person, firm, corporation or agent who shall violate a provision of the International Existing Building Code or this division, or fail to comply therewith, or with any requirements thereof, or who shall erect, construct, alter, or install any electrical system, or has erected, constructed, altered or repaired any electrical system in violation of a detailed statement or drawing submitted and permitted thereunder, or of a permit or certificate issued pursuant to the provisions of this division or section 103 of Ordinance No. 0102 of the city (the zoning ordinance), shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine in accordance with the general penalty provided in section 1.01.009 of this code. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

TOWN OF HORIZON CITY

ORDINANCE NO. 202__ - ____

AN ORDINANCE OF THE TOWN OF HORIZON CITY, TEXAS, AMENDING THE FUEL GAS CODE BY ADOPTING AND AUTHORIZING THE MAYOR TO EXECUTE AND ADOPT THE AMENDED FUEL GAS CODE; AND PROVIDING FOR FOLLOWING: FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE, AND HEARING.

WHEREAS, the City Council of the Town of Horizon City (“City Council”) finds it to be in the public interest and necessary to update its Code of Ordinances from time to time; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an ordinance, rule, or police regulation that is for the good government, peace, or order of the City and are necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Section 55.001 of the Texas Local Government Code, and Section 3.15 of the City Charter, the City Council has the authority to modify and adopt codes of technical regulations; and

WHEREAS, the City Council has determined that the adoption of the updated 2021 International Fuel Gas Code (“FGC”) to promote the safety and orderly construction within the corporate city limits of the Town of Horizon City, Texas, in the extraterritorial jurisdiction of Horizon City; and

WHEREAS, the City Council finds it to be in the public interest that the City modify and adopt this ordinance and technical code to promote the safety and welfare of the community.

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

Section 1. FINDINGS OF FACT

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code and Section 3.15 of the City Charter, the City Council hereby approves the modification of the fuel gas code.

Section 2. AMENDMENT OF THE FUEL GAS CODE

The City Council hereby enacts and adopts the 2021 edition of the International Fuel Gas Code (“FGC”) regulating and governing fuel gas in and around property, buildings, and structures in the City; providing for the issuance of permits and collection of fees.

The City Council hereby approves the modification of Chapter 3, Article 3.02, Division 7 of the City’s Code of Ordinances, as set forth in Attachment A, for the above-stated purpose.

Section 3. PUBLICATION OF ORDINANCE

The City Council authorizes the Mayor, City Clerk, or their designee, to record and publish this ordinance’s regulations, rules, and policies in the City’s Code of Ordinances.

Section 4. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 5. SEVERABILITY

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

Section 6. PROPER NOTICE & MEETING

The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

**DULY RESOLVED & ADOPTED by the City Council of the Town of Horizon City, TX,
on this, the ___ day of ___ 2024.**

APPROVED:

Andres Renteria, Mayor

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Sylvia B. Firth, City Attorney

Attachment “A”

Section 3.02.211 Adoption.

A certain document, a copy of which is on file in the office of the city clerk, being marked and designated as the International Fuel Gas Code, 2021 edition, as published by the International Code Council, is hereby adopted as the fuel gas code of the city for regulating and governing fuel gas systems and gas-fired appliances as herein provided, and providing for the issuance of permits and collection of fees therefor, and each and all of the regulations, provisions, penalties, conditions and terms of said fuel gas code on file in the office of the city clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in this division.

Section 3.02.212 Amendments.

- (a) Insertions. None.
- (b) Revisions. None.
- (c) Deletions. None.

TOWN OF HORIZON CITY

ORDINANCE NO. 202__ - ____

AN ORDINANCE OF THE TOWN OF HORIZON CITY, TEXAS, AMENDING THE RESIDENTIAL BUILDING CODE BY ADOPTING AND AUTHORIZING THE MAYOR TO EXECUTE AND ADOPT THE AMENDED RESIDENTIAL BUILDING CODE; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE, AND HEARING.

WHEREAS, the City Council of the Town of Horizon City (“City Council”) finds it to be in the public interest and necessary to update its Code of Ordinances from time to time; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an ordinance, rule, or police regulation that is for the good government, peace, or order of the City and are necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Section 55.001 of the Texas Local Government Code, and Section 3.15 of the City Charter, the City Council has the authority to modify and adopt codes of technical regulations; and

WHEREAS, the City Council has determined that the adoption of the updated 2021 International Residential Code (“IRC”) to promote the safety and orderly construction within the corporate city limits of the Town of Horizon City, Texas, in the extraterritorial jurisdiction of Horizon City; and

WHEREAS, the City Council finds it to be in the public interest that the City modify and adopt this ordinance and technical code to promote the safety and welfare of the community.

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

Section 1. FINDINGS OF FACT

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code and Section 3.15 of the City Charter, the City Council hereby approves the modification of the residential building code.

Section 2. AMENDMENT OF THE RESIDENTIAL BUILDING CODE

The City Council hereby enacts and adopts the 2021 edition of the International Residential Code (“IRC”) regulating and governing residential property, buildings, and structures in the City; providing for the issuance of permits and collection of fees.

The City Council hereby approves the modification of Chapter 3, Article 3.02, Division 3 of the City’s Code of Ordinances, as set forth in Attachment A, for the above-stated purpose.

Section 3. PUBLICATION OF ORDINANCE

The City Council authorizes the Mayor, City Clerk, or their designee, to record and publish this ordinance’s regulations, rules, and policies in the City’s Code of Ordinances.

Section 4. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 5. SEVERABILITY

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

Section 6. PROPER NOTICE & MEETING

The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

DULY RESOLVED & ADOPTED by the City Council of the Town of Horizon City, TX, on this, the ___ day of ___ 2024.

APPROVED:

Andres Renteria, Mayor

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Sylvia B. Firth, City Attorney

Attachment “A”

Section 3.02.071 Adoption.

A certain document, a copy of which is on file in the office of the city clerk, being marked and designated as the International Residential Code, 2021 edition, as published by the International Code Council, is hereby adopted as the residential code of the city for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress as herein provided, and providing for the issuance of permits and collection of fees therefor, and each and all of the regulations, provisions, penalties, conditions and terms of said residential code on file in the office of the city clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in this division.

Section 3.02.072 Amendments.

- (a) Insertions. None.
- (b) Revisions. None.
- (c) Deletions. The following sections of the IRC are hereby deleted in their entirety or as stated below, as follows:

Section A 105.2 – Work Exempt From Permit:

Building (1), (2), (3), (5), (10)
Mechanical (4), (7)

TOWN OF HORIZON CITY

ORDINANCE NO. 202__ - ____

AN ORDINANCE OF THE TOWN OF HORIZON CITY, TEXAS, AMENDING THE BUILDING CODE BY ADOPTING AND AUTHORIZING THE MAYOR TO EXECUTE AND ADOPT THE AMENDED BUILDING CODE; AND PROVIDING FOR FOLLOWING: FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE, AND HEARING.

WHEREAS, the City Council of the Town of Horizon City (“City Council”) finds it to be in the public interest and necessary to update its Code of Ordinances from time to time; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an ordinance, rule, or police regulation that is for the good government, peace, or order of the City and are necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Section 55.001 of the Texas Local Government Code, and Section 3.15 of the City Charter, the City Council has the authority to modify and adopt codes of technical regulations; and

WHEREAS, the City Council has determined that the adoption of the updated 2021 International Building Code (“IBC”) to promote the safety and orderly construction within the corporate city limits of the Town of Horizon City, Texas, in the extraterritorial jurisdiction of Horizon City; and

WHEREAS, the City Council finds it to be in the public interest that the City modify and adopt this ordinance and technical code to promote the safety and welfare of the community.

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

Section 1. FINDINGS OF FACT

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code and Section 3.15 of the City Charter, the City Council hereby approves the modification of the building code.

Section 2. AMENDMENT OF THE BUILDING CODE

The City Council hereby enacts and adopts the 2021 edition of the International Building Code (“IBC”) regulating and governing property, buildings, and structures in the City; providing for the issuance of permits and collection of fees.

The City Council hereby approves the modification of Chapter 3, Article 3.02, Division 2 of the City’s Code of Ordinances, as set forth in Attachment A, for the above-stated purpose.

Section 3. PUBLICATION OF ORDINANCE

The City Council authorizes the Mayor, City Clerk, or their designee, to record and publish this ordinance’s regulations, rules, and policies in the City’s Code of Ordinances.

Section 4. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 5. SEVERABILITY

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

Section 6. PROPER NOTICE & MEETING

The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act.

**DULY RESOLVED & ADOPTED by the City Council of the Town of Horizon City, TX,
on this, the ___ day of ___ 2024.**

APPROVED:

Andres Renteria, Mayor

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Sylvia B. Firth, City Attorney

Attachment “A”

Section 3.02.031 Adoption.

That certain document, a copy of which is on file with Town Clerk of the City and authenticated, being marked and designated as the 2021 edition of the International Building Code (“IBC”) is hereby adopted as the building code of the city for regulating and governing the conditions and maintenance of all property, buildings and structures, by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use, and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided, and providing for the issuance of permits and collection of fees therefor, and each and all of the regulations, provisions, penalties, conditions and terms of said building code on file in the office of the city clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in this division.

Section 3.02.032 Amendments.

- (a) Insertions. None.
- (b) Revisions. None.
- (c) Deletions. The following sections of the IRC are hereby deleted in their entirety or as stated below, as follows:

Section A 105.2 – Work Exempt From Permit:

Building (1), (2), (4), (6)
Mechanical (4), (7)

TOWN OF HORIZON CITY

ORDINANCE NO. 202__ - ____

AN ORDINANCE OF THE TOWN OF HORIZON CITY, TEXAS, AMENDING THE ENERGY CONSERVATION CODE BY ADOPTING AND AUTHORIZING THE MAYOR TO EXECUTE AND ADOPT THE AMENDED ENERGY CONSERVATION CODE; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE, AND HEARING.

WHEREAS, the City Council of the Town of Horizon City (“City Council”) finds it to be in the public interest and necessary to update its Code of Ordinances from time to time; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an ordinance, rule, or police regulation that is for the good government, peace, or order of the City and are necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Section 55.001 of the Texas Local Government Code, and Section 3.15 of the City Charter, the City Council has the authority to modify and adopt codes of technical regulations; and

WHEREAS, the City Council has determined that the adoption of the updated 2021 edition of the International Energy Conservation Code (“IECC”) to promote the safety and orderly construction within the corporate city limits of the Town of Horizon City, Texas, in the extraterritorial jurisdiction of Horizon City; and

WHEREAS, the City Council finds it to be in the public interest that the City modify and adopt this ordinance and technical code to promote the safety and welfare of the community.

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

Section 1. FINDINGS OF FACT

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code and Section 3.15 of the City Charter, the City Council hereby approves the modification of the energy conservation code.

Section 2. AMENDMENT OF THE ENERGY CONSERVATION CODE

The City Council hereby enacts and adopts the 2021 edition of the International Energy Conservation Code (“IECC”) regulating and governing energy conservation and other energy systems in the City.

The City Council hereby approves the modification of Chapter 3, Article 3.02, Division 8 of the City’s Code of Ordinances, as set forth in Attachment A, for the above-stated purpose.

Section 3. PUBLICATION OF ORDINANCE

The City Council authorizes the Mayor, City Clerk, or their designee, to record and publish this ordinance’s regulations, rules, and policies in the City’s Code of Ordinances.

Section 4. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 5. SEVERABILITY

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

Section 6. PROPER NOTICE & MEETING

The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

**DULY RESOLVED & ADOPTED by the City Council of the Town of Horizon City, TX,
on this, the ___ day of ___ 2024.**

APPROVED:

Andres Renteria, Mayor

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Sylvia B. Firth, City Attorney

Attachment “A”

Section 3.02.241 Adopted.

That certain document, a copy of which is on file with Town Clerk of the City and authenticated, being marked and designated as the 2021 edition of the International Energy Conservation Code, as published by the National Code Council, is hereby adopted as the energy conservation code of the city for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of energy conservation systems as herein provided, and providing for the issuance of permits and collection of fees therefor, and each and all of the regulations, provisions, penalties, conditions and terms of said energy conservation code on file in the office of the city clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in this division.

Section 3.02.242 Amendments.

(a) Insertions. None.

(b) Revisions. None.

(c) Deletions. None.

TOWN OF HORIZON CITY

ORDINANCE NO. 202__ - ____

AN ORDINANCE OF THE TOWN OF HORIZON CITY, TEXAS, AMENDING THE MECHANICAL CODE BY ADOPTING AND AUTHORIZING THE MAYOR TO EXECUTE AND ADOPT THE AMENDED MECHANICAL CODE; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE, AND HEARING.

WHEREAS, the City Council of the Town of Horizon City (“City Council”) finds it to be in the public interest and necessary to update its Code of Ordinances from time to time; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an ordinance, rule, or police regulation that is for the good government, peace, or order of the City and are necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Section 55.001 of the Texas Local Government Code, and Section 3.15 of the City Charter, the City Council has the authority to modify and adopt codes of technical regulations; and

WHEREAS, the City Council has determined that the adoption of the updated 2021 edition of the International Mechanical Code (“IMC”) to promote the safety and orderly construction within the corporate city limits of the Town of Horizon City, Texas, in the extraterritorial jurisdiction of Horizon City; and

WHEREAS, the City Council finds it to be in the public interest that the City modify and adopt this ordinance and technical code to promote the safety and welfare of the community.

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

Section 1. FINDINGS OF FACT

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code and Section 3.15 of the City Charter, the City Council hereby approves the modification of the mechanical code.

Section 2. AMENDMENT OF THE MECHANICAL CODE

The City Council hereby enacts and adopts the 2021 edition of the International Mechanical Code (“IMC”) regulating and governing mechanical systems in the City.

The City Council hereby approves the modification of Chapter 3, Article 3.02, Division 6 of the City's Code of Ordinances, as set forth in Attachment A, for the above-stated purpose.

Section 3. PUBLICATION OF ORDINANCE

The City Council authorizes the Mayor, City Clerk, or their designee, to record and publish this ordinance's regulations, rules, and policies in the City's Code of Ordinances.

Section 4. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 5. SEVERABILITY

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

Section 6. PROPER NOTICE & MEETING

The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

DULY RESOLVED & ADOPTED by the City Council of the Town of Horizon City, TX, on this, the ___ day of ___ 2024.

APPROVED:

Andres Renteria, Mayor

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Sylvia B. Firth, City Attorney

Attachment “A”

Section 3.02.181 Adoption.

A certain document, a copy of which is on file in the office of the city clerk, being marked and designated as the International Mechanical Code, 2021 edition, as published by the International Code Council, is hereby adopted as the mechanical code of the city for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems as herein provided, and providing for the issuance of permits and collection of fees therefor, and each and all of the regulations, provisions, penalties, conditions and terms of said mechanical code on file in the office of the city clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in this division.

Section 3.02.182 Amendments.

- (a) Insertions. None.
- (b) Revisions. None.
- (c) Deletions. The following sections of the IMC are hereby deleted in their entirety or as stated below, as follows:

Section A 106.2 –Permits not Required (4) (7)

TOWN OF HORIZON CITY

ORDINANCE NO. 202__ - ____

AN ORDINANCE OF THE TOWN OF HORIZON CITY, TEXAS, AMENDING THE PLUMBING CODE BY ADOPTING AND AUTHORIZING THE MAYOR TO EXECUTE AND ADOPT THE AMENDED PLUMBING CODE; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE, AND HEARING.

WHEREAS, the City Council of the Town of Horizon City (“City Council”) finds it to be in the public interest and necessary to update its Code of Ordinances from time to time; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an ordinance, rule, or police regulation that is for the good government, peace, or order of the City and are necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Section 55.001 of the Texas Local Government Code, and Section 3.15 of the City Charter, the City Council has the authority to modify and adopt codes of technical regulations; and

WHEREAS, the City Council has determined that the adoption of the updated 2021 International Plumbing Code (“IPC”) to promote the safety and orderly construction within the corporate city limits of the Town of Horizon City, Texas, in the extraterritorial jurisdiction of Horizon City; and

WHEREAS, the City Council finds it to be in the public interest that the City modify and adopt this ordinance and technical code to promote the safety and welfare of the community.

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

Section 1. FINDINGS OF FACT

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code and Section 3.15 of the City Charter, the City Council hereby approves the modification of the plumbing code.

Section 2. AMENDMENT OF THE PLUMBING CODE

The City Council hereby enacts and adopts the 2021 edition of the International Plumbing Code (“IPC”) regulating and governing property, buildings, and structures in the City; providing for the issuance of permits and collection of fees.

The City Council hereby approves the modification of Chapter 3, Article 3.02, Division 5 of the City’s Code of Ordinances, as set forth in Attachment A, for the above-stated purpose.

Section 3. PUBLICATION OF ORDINANCE

The City Council authorizes the Mayor, City Clerk, or their designee, to record and publish this ordinance’s regulations, rules, and policies in the City’s Code of Ordinances.

Section 4. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 5. SEVERABILITY

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

Section 6. PROPER NOTICE & MEETING

The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

**DULY RESOLVED & ADOPTED by the City Council of the Town of Horizon City, TX,
on this, the ___ day of ___ 2024.**

APPROVED:

Andres Renteria, Mayor

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Sylvia B. Firth, City Attorney

Attachment “A”

Section 3.02.141 Adoption.

A certain document, a copy of which is on file in the office of the city clerk, being marked and designated as the International Plumbing Code, 2021 edition, as published by the International Code Council, is hereby adopted as the plumbing code of the city regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems as herein provided, and providing for the issuance of permits and collection of fees therefor, and each and all of the regulations, provisions, penalties, conditions and terms of said plumbing code on file in the office of the city clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in this division.

Section 3.02.142 Amendments.

- (a) Insertions. None.
- (b) Revisions. None.
- (c) Deletions. None.

TOWN OF HORIZON CITY

ORDINANCE NO. 202__ - ____

AN ORDINANCE OF THE TOWN OF HORIZON CITY, TEXAS, AMENDING THE ELECTRIC CODE BY ADOPTING AND AUTHORIZING THE MAYOR TO EXECUTE AND ADOPT THE AMENDED ELECTRIC CODE; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE, AND HEARING.

WHEREAS, the City Council of the Town of Horizon City (“City Council”) finds it to be in the public interest and necessary to update its Code of Ordinances from time to time; and

WHEREAS, Texas Local Government Code Section 51.001 provides the City general authority to adopt an ordinance, rule, or police regulation that is for the good government, peace, or order of the City and are necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Section 55.001 of the Texas Local Government Code, and Section 3.15 of the City Charter, the City Council has the authority to modify and adopt codes of technical regulations; and

WHEREAS, the City Council has determined that the adoption of the updated 2020 edition of the NFPA 70 National Electrical Code (“NEC”) to promote the safety and orderly construction within the corporate city limits of the Town of Horizon City, Texas, in the extraterritorial jurisdiction of Horizon City; and

WHEREAS, the City Council finds it to be in the public interest that the City modify and adopt this ordinance and technical code to promote the safety and welfare of the community.

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

Section 1. FINDINGS OF FACT

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code and Section 3.15 of the City Charter, the City Council hereby approves the modification of the electric code.

Section 2. AMENDMENT OF THE ELECTRIC CODE

The City Council hereby enacts and adopts the 2020 edition of the NFPA 70 National Electrical Code (“NEC”) regulating and governing electrical systems in the City.

The City Council hereby approves the modification of Chapter 3, Article 3.02, Division 4 of the City's Code of Ordinances, as set forth in Attachment A, for the above-stated purpose.

Section 3. PUBLICATION OF ORDINANCE

The City Council authorizes the Mayor, City Clerk, or their designee, to record and publish this ordinance's regulations, rules, and policies in the City's Code of Ordinances.

Section 4. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 5. SEVERABILITY

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

Section 6. PROPER NOTICE & MEETING

The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act.

DULY RESOLVED & ADOPTED by the City Council of the Town of Horizon City, TX, on this, the ___ day of ___ 2024.

APPROVED:

Andres Renteria, Mayor

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Sylvia B. Firth, City Attorney

Attachment “A”

Section 3.02.101 Adopted.

That certain document, a copy of which is on file with Town Clerk of the City and authenticated, being marked and designated as the 2020 edition of the NFPA 70 National Electrical Code, as published by the National Electrical Code Council, is hereby adopted as the electrical code of the city for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of electrical systems as herein provided, and providing for the issuance of permits and collection of fees therefor, and each and all of the regulations, provisions, penalties, conditions and terms of said electrical code on file in the office of the city clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in this division.

Section 3.02.102 Amendments.

- (a) Insertions. None.
- (b) Revisions. None.
- (c) Deletions. None.



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Chief Marco Vargas

DATE: March 6, 2024

RE: Horizon City Christmas Parade

On behalf of the Town of Horizon City Mayor Andres Renteria, this memorandum is to respectfully request consideration from the Horizon City Council to have complete oversight for activities pertaining to the Horizon City Annual Christmas Parade. This would include the logistics, permitting, fee collection, safety, and overall coordination.

History:

Historically, the Annual Horizon City Christmas Parade was organized by the Lions Centennial Club of El Paso. This organization is a non-profit social organization dedicated to assisting other non-profits with fund raising and support. Their involvement included participant coordination, fee collection, scheduling, among other duties. They are currently not situated or associated with Horizon City.

The fee collection for this event was done by the Lions Centennial Club and no funds were returned or collected by the Town of Horizon City. The Lions Centennial Club would annually come to city council to have all fees and costs waived to have this event. This included any parade fees and costs for barricades and security. The following is an approximate breakdown of costs for the safety measures which included traffic control devices and officer presence.

Staff	Number of Staff	Cost per Hour	# of Hours	Total
Assistant Chief	1	\$56.56	6	\$339.39
Lieutenants	2	\$34.84	6	\$417.90
Sergeants	1	\$32.06	6	\$192.46
Detectives	3	\$29.36	6	\$528.58
Officers	5	\$28.86	6	\$865.93
Public Works Staff	5	\$27.60*	6	\$828.34
				\$3,172.62

Costs not included is the preparation time for the coordination of the safety and security aspect. Additionally, we had the following agencies and equipment assisting us:

- 9 El Paso County Constables with patrol vehicles
- 4 EL Paso County Sheriff's Deputies with patrol vehicles
- 6 El Paso County Sheriff's Emergency Response Team members
- 6 Horizon Fire Department personnel deployed in 2 separate Utility Terrain Vehicles

\$1,625 was spent last year on the cost for barricade services. Drinks and snacks for this event were provided by the Horizon City Police Department Police Association at no cost to the town.

This effort costs the town approximately \$4,800.

Purpose:

Although this parade was done by the Lions Centennial Club of El Paso, there was no direct connection between the Town of Horizon City and the organization. However, they will be invited to assist and or volunteer to help us with this event. This organization has done an impeccable job at coordinating this event for several years. We will incorporate their expertise into the planning and organization of this event.

The reason the Mayor would like to shift this responsibility is that that the monies collected from the registration fees could be redirected to community projects that impact our citizens directly. This endeavor is a community gem which provides great entertainment value for our community. We would like to continue this tradition with the help and guidance from the Lions Centennial Club and the members of our senior center. We are respectfully requesting consideration for the town to assume the responsibility for the coordination of this event.

Any proceeds would be considered to sponsor community events such as the Police Explorer Program, Coffee with a Cop, Easter Egg Hunt, National Night Out, Christmas Parade and so that we can begin offering scholarship opportunities to our youth.

Plan:

The responsibilities for the coordination would be a Town initiative. They would be distributed as follows:

1. **Permitting and Permissions: (Office of Planning and Development)**
 - Obtain necessary permits from local authorities, such as the state or county government.
 - Coordinate with relevant agencies to secure permissions for road closures and other necessary arrangements.
2. **Route Planning: (Public Safety Police)**

- Plan the parade route, taking into consideration factors like traffic flow, public safety, and accessibility.
 - Communicate the route details to participants and stakeholders.
3. **Communication: (Public Safety Communications and Police)**
 - Establish clear communication channels with participants, volunteers, and stakeholders.
 - Distribute information about the parade schedule, lineup, and any relevant guidelines.
 4. **Participant Coordination: (Office of the City Clerk)**
 - Manage participant registrations and ensure all necessary paperwork is completed.
 - Assign lineup positions and provide detailed instructions to participants regarding their roles and responsibilities.
 5. **Safety Measures: (Public Safety Police)**
 - Develop and implement safety protocols, including emergency procedures and coordination with local law enforcement and medical services.
 - Communicate safety guidelines to participants and spectators.
 6. **Logistics: (Office of Planning and Development)**
 - Coordinate logistics such as staging areas, float storage, and transportation for participants.
 - Arrange for any necessary equipment, like barricades, signage, or portable toilets.
 7. **Volunteer Management: (Office of the City Clerk)**
 - Recruit and organize volunteers to assist with various tasks, such as crowd control, participant coordination, and cleanup.
 - Provide training and clear instructions to volunteers.
 8. **Public Relations: (Public Safety Police)**
 - Promote the parade through various channels, including local media, social media, and community newsletters.
 - Handle inquiries from the public, participants, and the media.
 9. **Budgeting and Funding: (Public Safety Police)**
 - Develop a budget outlining expenses for permits, equipment, logistics, and any other associated costs.
 - Seek and secure funding through sponsorships, donations, or grants.
 10. **Timeline and Schedule: (Office of Planning and Development)**
 - Create a detailed timeline for the parade, including setup, lineup, start time, and cleanup.
 - Coordinate with participants and stakeholders to ensure everyone is aware of the schedule.
 11. **Post-Event Evaluation: (Public Safety Police)**
 - Conduct a debriefing session with key stakeholders and volunteers to gather feedback.
 - Evaluate the overall success of the parade and identify areas for improvement in future events.

There are no existing memorandums of understanding between the Town of Horizon City and the Centennial Lion's Club which obligates any legal authority over the coordination of this event. If approved, a formal letter would be sent to the Lions Centennial Club simply informing them the Town of Horizon City will be coordinating the Horizon City Annual Christmas Parade from this point forth.

Thank you,

February 26, 2024

Mr. Oscar Mendez, Jr.
Mendez Isaac Joudi
Attorneys at Law
320 Texas Avenue, Suite 300
El Paso, Texas 79901

Sent by email to: contact@mijlawfirm.com

RE: Certified Claim Letter to Town of Horizon City - Claim Osvoldo Hernandez

Dear Mr. Mendez:

This firm represents the Town of Horizon City and is in receipt of a copy of your letter dated February 15, 2024.

Please be advised that El Paso County Emergency Services District No. 1 is a separate governmental entity from the Town of Horizon City and the Town of Horizon City has no control over that entity, nor does it have any liability for the acts of the employees of ESD No. 1.

Based upon the facts as you presented them in your letter, it appears the claim should be directed to ESD No. 1, and the matter considered by their board. The El Paso County Emergency Services District #1 is governed by a five-person Board of Commissioners appointed by the El Paso County Commissioners Court. I noted that your letter was also sent to ESD No. 1, and I have copied them on this letter as well.

Bojorquez Law Firm, P.C.

By: 
Sylvia Borunda Firth
Of Counsel

cc:

Mayor Andres Renteria
Town of Horizon City

El Paso County Emergency Services District #1
ATTN: President Bill Mayberry
bmayberry@epcesd1.com