



HORIZON CITY

Incorporated 1988

**AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, April 9, 2024, 6:00 PM**

Notice is hereby given that a Regular City Council Meeting of the Town of Horizon City, Texas will be held on **Tuesday, April 9, 2024 at 6:00 PM** at City Council Chambers Room, 15001 Darrington Road, Horizon City, TX 79928, at which time the following will be discussed and considered:

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

CONSENT AGENDA

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

- 3. Approval of Minutes from:** **5**
Mayor/City Clerk
3/12/24 Regular City Council Meeting.
- 4. Request to Excuse Absent Council Members:**
- 5. Discussion and Action:** **11**
Mayor/CIP Manager
Regarding a Resolution authorizing the Mayor to sign the Temporary Easement Agreement between the Walmart Real Estate Business Trust, a Delaware statutory trust ("Grantor") and the Town of Horizon City ("Grantee") necessitated by the N. Darrington Reconstruction Project and to pay the consideration specified therein.
- 6. Discussion and Action:** **15**
Mayor/Planning Director
Regarding a Resolution authorizing the Mayor or his designee to sign all documents necessary to extend the substantial completion deadlines for the Horizon Crossing Unit Three and Horizon Town Center Unit Four subdivisions from March 31, 2024 to May 31, 2024.
- 7. Approval of Consent Agenda Items:**
REGULAR AGENDA
- 8. This item was postponed at the 3/12/24 Regular City Council Meeting.** **16**
Discussion and Action:
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.
- 9. Discussion and Action:** **43**
Mayor/CIP Manager
On an update on the Capital Improvement Program.

10. PRESENTATION:	65
Mayor/Chief Vargas	
On a Proclamation declaring April 14 - April 20, 2024 as Public Safety Telecommunicators Week.	
11. Discussion and Action:	66
Mayor/Chief Vargas	
On authorization for the Mayor to sign the 2022 Operation Stonegarden Grant Interlocal Agreement with El Paso County.	
12. Discussion and Action:	68
Mayor/Chief Vargas	
On the approval of the 2024 Local Border Security Grant resolution.	
13. Discussion and Action:	70
Mayor/Finance Director	
On an Engagement Letter with Hilltop Securities for arbitrage services.	
14. Discussion and Action:	
Mayor/Chief Vargas	
On an agreement with the FBI and Town of Horizon City for the FBI Violent Crimes Task Force OT Reimbursement.	
15. Discussion:	78
Mayor/Planning Director	
1st Reading of Ordinance No. _____ , An Ordinance Amending the Municipal Code of the Town of Horizon City, Texas, Chapter 10 (Subdivision Regulations), Exhibit 10A (Subdivision Ordinance), to Revise and Amend the Following: Section 2 (Minimum Standards), Subsection 2.8 (Parkland Dedication and Fees in Lieu) to Provide for Private Parkland Requirements; Section 4 (Subdivision Application Procedure and Approval Process), Subsection 4.1 (Requirements and Approval Process) to Amend Classification of Subdivisions and Revise Platting Requirements and Add State and City Requirements, Subsections 4.2 (Preliminary Plat Requirements) and 4.3 (Final Plat Requirements) to Add Amending and Minor Plat Requirements and to Amend the Numbering, Subsection 4.11 (Preparation of Recording Plat), to Add Authorization for Mayor to Sign Applicable Recording Subdivision Plats, Subsection 4.14 (Approval Authority) to Add Approval of Amending and Minor Plats and Appeal Process; Proper Notice and Hearing; and Effective Date; the Penalty Being as Provided in Section 810 of the Code of Ordinances of the Town of Horizon City, Texas, Creating a Misdemeanor Punishable by a Fine not to Exceed \$2,000.	
16. Discussion:	92
Mayor/Planning Director	
1st Reading of Ordinance No. _____ , An Ordinance Amending the Municipal Code of the Town of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), to Revise and Amend the Following: Chapter 4 (Residential Districts), Section 405 (Bulk Regulations) to Add Reference to Subdivision Density Calculation for Parkland Requirements; Chapter 8 (General Provisions), Section 802 (Wall Standards) to Increase Rock and Mortar Allowance; Chapter 13 (Planned Unit Development), Section 1311 (Bulk Regulations) to Add Reference to Subdivision Density Calculation for Parkland Requirements; Chapter 14 (Open Space/Parks), Section 1405 (Bulk Standards) to Amend the Bulk Standards in the Open Space/Parks S-1 Zoning District; Proper Notice; and Effective Date; the Penalty Being as Provided in Section 810 of the Zoning Ordinance (No. 0102) of the Town of Horizon City, Texas, Creating a Misdemeanor Punishable by a Fine not to Exceed \$2,000.	
17. PUBLIC HEARING:	
Mayor/Chief Planner	
2nd 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.	
18. Discussion and Action:	98
Mayor/Chief Planner	

2nd 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.

19. PUBLIC HEARING:

Mayor/Chief Planner

2nd 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.

20. Discussion and Action:

113

Mayor/Chief Planner

2nd 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.

21. Discussion and Action:

127

Mayor/Chief Planner

On the **Final Subdivision Plat** application for **Rancho Desierto Bello Unit 16 (Case No. SDF24-0001)**, legally described as a portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 21.481 ± acres. Application submitted by Applicant/Representative TRE and Associates, LLC.

22. Discussion and Action:

139

Mayor/Planning Director

On a resolution that the Mayor be authorized to sign a letter with the Town of Clint, Texas to allow the Bojorquez Law Firm to jointly represent the Town of Horizon City, Texas and the Town of Clint, Texas on a project known as the Interlocal Agreement regarding Vector Services.

23. Discussion and Action:

142

Mayor/Planning Director

On a Resolution authorizing the Mayor to sign an Interlocal Agreement between the Town of Horizon City, Texas and the Town of Clint, Texas for the Town of Horizon City, Texas to provide vector control services to the Town of Clint, Texas during the 2024 calendar year.

24. Executive Session

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

Adjournment:

Motion to Adjournment: _____ 2nd _____

Dated this Friday, 4/5/24

By: _____
Elvia Schuller, City Clerk

I, the undersigned authority, hereby certify that the above notice of the Regular City Council Meeting of the Town of Horizon City, Texas is a correct copy of this notice, and that I posted this notice at least seventy-two (72) hours

preceding the scheduled meeting at the City Hall Bulletin Boards of the Town of Horizon City, Texas on this Friday, 4/5/24 by 5:00 p.m.

Agenda Removed: _____ Time _____ By _____

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

**MINUTES
AGENDA
PUBLIC MEETING
REGULAR CITY COUNCIL MEETING
THE TOWN OF HORIZON CITY, TEXAS
Tuesday, March 12, 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, March 12, 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 Council Member Scott Quiroz and Mayor Andres Renteria were absent. Mayor Pro Tem, Rafael Padilla Jr. presided at the meeting. Quorum Established.

2. Open Forum:

No one signed up to speak.

CONSENT AGENDA

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

3. Approval of Minutes from:

Mayor/City Clerk
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:

A motion was made by Councilman Miller and seconded by Councilwoman Randleel to excuse Councilman Quiroz and Mayor Renteria and approve the remainder of the consent agenda. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Present but not voting; MENDOZA – Aye. Motion passed.

REGULAR AGENDA

7. Discussion and Action:

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.

Dr. Hector Ocaranza, El Paso Public Health Department Director, spoke regarding this item and answered Council questions. Councilman Miller requested a report from the health department to be presented at our next City Council meeting with an accounting of activities that lead to the cost assessment on the agreement.

A motion was made by Councilman Miller and seconded by Councilwoman Urrutia to postpone action on this item until the next scheduled City Council meeting. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Present but not voting; MENDOZA – Aye. Motion passed.

8. **Discussion and Action:**

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.

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 authorizing the Mayor and the Municipal Court Administrator to sign a revised Interlocal Cooperation Contract for the Failure to Appear Program. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Present but not voting; MENDOZA – Aye. Motion passed.

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 Mendoza and seconded by Councilwoman Urrutia to accept the report as presented. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Present but not voting; MENDOZA – Aye. Motion passed.

10. **Discussion:**

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.

Chief Planner, Art Rubio spoke regarding this item.

11. **Discussion:**

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.

Chief Planner, Art Rubio spoke regarding this item.

12. **Discussion and Action:**

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.

Chief Planner, Art Rubio spoke regarding this item.

A motion was made by Councilman Mendoza and seconded by Councilwoman Urrutia to approve the 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. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Nay; URRUTIA – Aye; PADILLA – Present but not voting; MENDOZA – Aye. Motion passed.

Items #13 through #30 were taken together.

13. PUBLIC HEARING:

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:

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:

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:

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:**
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:**
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:**
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:**
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:**

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:**

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.

Planning Director, Michelle Garcia spoke regarding items #13 through #30. No one from the public spoke on the public hearings from items #13, 15, 17, 19, 21, 23, 25, 27 and 29. Floor amendments were made to items #19, 20, 21, 22, 25 & 26 to add penalty language.

A motion was made by Councilman Miller and seconded by Councilman Mendoza to approve the ordinances of the Town of Horizon City, Texas, amending the codes on items #14, 16, 18, 20, 22, 24, 26, 28 & 30 by adopting and authorizing the Mayor to execute and adopt the amended codes. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Present but not voting; MENDOZA – Aye. Motion passed.

Item #31 as taken after Item #7.

31. **PRESENTATION:**

Mayor/Chief Vargas

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

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

32. **Discussion and Action:**

Mayor/Chief Vargas

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

Chief of Police, Marco Vargas spoke regarding this item.

A motion was made by Councilman Miller and seconded by Councilwoman Urrutia to approve presenting the Town of Horizon City Holiday Parade as a City event and discuss how to direct revenues generated from the event at a later date. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Nay; URRUTIA – Aye; PADILLA – Present but not voting; MENDOZA – Aye. Motion passed.

A motion was made by Councilman Miller and seconded by Councilwoman Urrutia to adjourn into Executive Session at **7:10 PM**. The CITY CLERK polled the Council: MILLER – Aye; QUIROZ – Absent; ORTEGA – Aye; RANDLEEL – Aye; URRUTIA – Aye; PADILLA – Present but not voting; MENDOZA – Aye. Motion passed.

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).

33A. Mayor/Asst. City Atty

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

The Mayor and Council Reconvened into Open Session at 7:14 PM.

Upon returning to Open Session no action was taken on this item:

ADJOURNMENT

A motion was made by Councilman Miller and seconded by Councilwoman Urrutia to adjourn at 7:15 PM.

Approved this ____ day of _____, 20__.

Attest:

Elvia Schuller, City Clerk

Andres Renteria, Mayor

RESOLUTION

That the Mayor be authorized to sign the Temporary Easement Agreement between the Walmart Real Estate Business Trust, a Delaware statutory trust (“Grantor”) and the Town of Horizon City (“Grantee”) necessitated by the N. Darrington Reconstruction Project and to pay the consideration specified therein.

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By _____
Sylvia Borunda Firth
City Attorney

Printed Name

Title

Corporate Acknowledgment

State of
County of

This instrument was acknowledged before me on _____ by

of _____, a _____

corporation, on behalf of said corporation.

Notary Public's Signature

Grantors:

Wal-Mart Real Estate Business Trust, a Delaware statutory trust

Printed Name

Title

Trust Acknowledgment

State of
County of

This instrument was acknowledged before me on _____ by

of _____, a _____

corporation, on behalf of said trust.

Notary Public's Signature

RESOLUTION

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

TOWN OF HORIZON CITY

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

By _____
Sylvia Borunda Firth
City Attorney

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: _____

Town of Horizon City Capital Improvement Program

April 9, 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
- Competitive Sealed Proposal Opening:
April 10, 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
- Advertised: March 2024
- Bid opening: April 24, 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 million₅₀
- 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

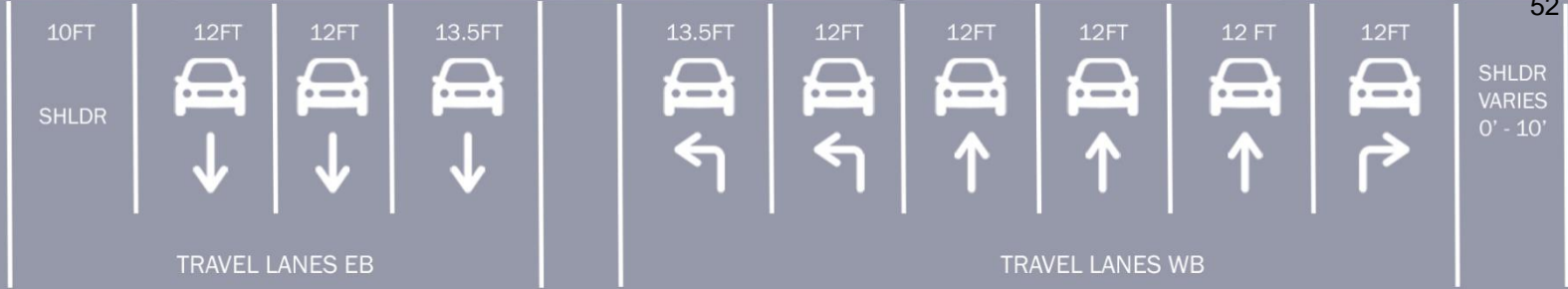
OMEGA
ENGINEERS, INC.



N. Darrington Reconstruction



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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

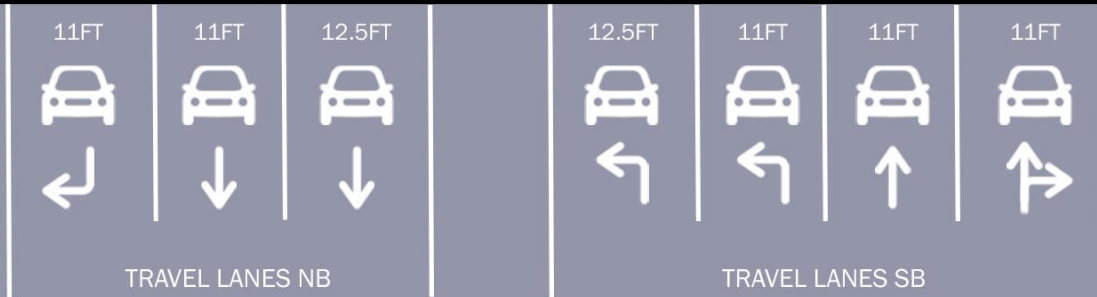
OMEGA
ENGINEERS, INC.



N. Darrington Reconstruction



34



DARRINGTON RD

HORIZON/DARRINGTON RECONSTRUCTION (NORTH)

CSJ: 0924-06-587

OMEGA
ENGINEERS, INC.



N. Darrington Reconstruction



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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 – finalizing agreement; Council considering the agreement today.
 - 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 – TBD**

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

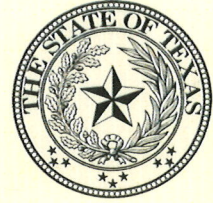
- Funding will be made available through HUD and Economic Development – pending final agreement

Town of Horizon City Capital Improvement Program

April 9, 2024
Council Meeting



Town of Horizon City



PROCLAMATION

WHEREAS, the women and men serving as Public Safety Telecommunicators-911 operators, dispatchers and other communications specialists answer calls from citizens for police, fire and emergency services; and

WHEREAS, these professionals, the "unseen first responders", are the first link in providing critical assistance to Texans in times of great need, and their specialized skills and calm presence are invaluable to the members of our community; and

WHEREAS, the Town of Horizon City Public Safety Communicators exhibit professionalism, compassion, and empathy during the reporting of critical events; and

WHEREAS, to highlight the invaluable role of Public Safety Telecommunicators, the community annually designates a week in April for recognition and appreciation for our unseen heroes; and

WHEREAS, all residents of the Town of Horizon City are encouraged to extend their appreciation to our Public Safety Telecommunicators whose diligent efforts ensure that help is on the way when it is needed most.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the Town of Horizon City, Texas

That the week of April 14 - April 20, 2024 be known as:
"Public Safety Telecommunicators Week".

SIGNED, this 9th day of April 2024.

- _____ City Mayor Andres Renteria
- _____ Council Member Place 1 Walter Miller
- _____ Council Member Place 2 Scott Quiroz
- _____ Council Member Place 3 Rocio Ortega
- _____ Council Member Place 4 Pat Randleel
- _____ Council Member Place 5 Laura Urrutia
- _____ Council Member Place 6 Rafael "Ralph" Padilla Jr.
- _____ Council Member Place 7 Ruben Mendoza





MEMO

TO: Mayor Andres Renteria and City Council
CC: Marco Vargas Chief of Police
FROM: Jesus Ortega Patrol Operations Lieutenant
RE: FY 2023 Operation StoneGarden OPSG Program Grant Resolution
DATE: April 9, 2024

Background

Each year, we are presented with the opportunity to participate in the Operation StoneGarden (OPSG) grant program. This grant reimburses the police department for personnel costs and fringe benefits. The program is designed to enhance border security, cooperation, and coordination between federal, state, and local law enforcement agencies.

Request

We present this request to the City Council to approve the 2023 (OPSG) Operation Stone Garden resolution 3007409. For this grant, there are no matching funds required. If we are allowed to participate, we are scheduled to receive \$59,000 in reimbursements.

Recommendation

Discussion and Action: On a recommendation, the City Council authorizes the Mayor to sign the 2023 Operation StoneGarden Grant resolution. (Mayor Andres Renteria /Lieutenant Jesus Ortega)

RESOLUTION

OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION

HS-HOMELAND SECURITY GRANT PROGRAM (HSGP) 2023 (3007409)

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

WHEREAS, the Town of Horizon City finds it in the best interest of the citizens of the Town of Horizon City to submit the grant application for the Homeland Security Grant Program (HSGP) project to the Office of the Governor, Homeland Security Grants Division, and

WHEREAS, The Town of Horizon City acknowledges that the Office of the Governor, Homeland Security Grants Division does NOT require matching funds or an in-kind match; and

WHEREAS, The Town of Horizon City agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grants Division funds, the Town of Horizon City assures that the funds will be paid back in full; and

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

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

NOW THEREFORE, BE IT RESOLVED that the Town of Horizon City, Council has approved submission of the grant application for the Homeland Security Grant Program (HSGP).

Adopted on the 9th day of April 2024.

Andres Renteria
Mayor
Horizon City, Texas

ATTEST:

Elvia Schuler
City Clerk
Horizon City, Texas



MEMO

TO: Mayor Andres Renteria and City Council
CC: Marco Vargas Chief of Police
FROM: Jesus Ortega Patrol Operations Lieutenant
RE: FY 202 Local Border Security Program Grant Resolution
DATE: April 9, 2024

Background

Each year, we are presented with the opportunity to participate in the Local Border Security grant program. This grant reimburses the police department for personnel costs and fringe benefits. The program is designed to enhance border security, cooperation, and coordination between federal, state, and local law enforcement agencies.

Request

We present this request for the City Council to approve the 2024 (LBSP) Local Border Security resolution. For this grant, there are no matching funds required. If we are allowed to participate, we have applied to receive up to \$65,000.00 in reimbursements.

Recommendation

Discussion and Action: On a recommendation the City Council authorize the Mayor to sign the 2024 Local Border Security Grant resolution **2999510**. (Mayor/Lieutenant Jesus Ortega)

RESOLUTION

OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION

OPERATION BORDER SECURITY (LBSP) 2024 (GRANT 2999510)

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

WHEREAS, the Town of Horizon City finds it in the best interest of the citizens of the Town of Horizon City to submit the grant application for the FY 2024 Local Border Security (LBSP) project to the Office of the Governor, Homeland Security Grants Division, and

WHEREAS, The Town of Horizon City acknowledges that the Office of the Governor, Operation Border Security Grants Division does NOT require matching funds or an in-kind match; and

WHEREAS, The Town of Horizon City agrees that in the event of loss or misuse of the Office of the Governor, Operation Border Security Grants Division funds, the Town of Horizon City assures that the funds will be paid back in full; and

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

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

NOW THEREFORE, BE IT RESOLVED that the Town of Horizon City, Council has approved submission of the grant application for the Local Border Security Grant Program (LBSP) the operates from 09/01/2024 to 08/31/2025.

Adopted on this 9th day of April 2024.

Andres Renteria

Mayor

Horizon City, Texas

ATTEST:

Elvia Schuler

City Clerk

Horizon City, Texas

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Lily Gaytan, Finance Director

CC: File

DATE: April 9, 2024

RE: Engagement Letter with Hilltop Securities Asset Management, LLC for Arbitrage Services

Attached for your consideration is an Engagement Letter with Hilltop Securities Asset Management to perform arbitrage services in connection with the City's tax-exempt bonds. Hilltop will provide professional compliance services which will include determining the "Arbitrage Amount" or amount of investment earnings, if any, that are required to be returned to the Treasury. Hilltop will perform the required calculations on the 2014, 2019 and 2023 Combination Tax & Revenue bond issues.

Hilltop's fee is disclosed in Appendix A of the agreement and shall not exceed \$12,365.00.

**AGREEMENT FOR
ARBITRAGE REBATE COMPLIANCE SERVICES
BETWEEN
TOWN OF HORIZON CITY, TEXAS
(Hereinafter Referred to as the “ISSUER”)
AND
HILLTOP SECURITIES ASSET MANAGEMENT, LLC
(Hereinafter Referred to as “HSAM”)**

It is understood and agreed that the Issuer, in connection with the sale and delivery of certain bonds, notes, certificates, or other tax-exempt obligations (the “*Obligations*” or “*Bonds*”), will have the need to determine to what extent, if any, it will be required to rebate certain investment earnings (the amount of such rebate being referred to herein as the “*Arbitrage Amount*”) from the proceeds of the Obligations to the United States of America pursuant to the provisions of Section 148(f)(2) of the Internal Revenue Code of 1986, as amended (the “*Code*”). For purposes of this Agreement, the term “Arbitrage Amount” includes payments made under the election to pay penalty in lieu of rebate for a qualified construction issue under Section 148(f)(4) of the Code.

If it is accepted by the Issuer, this shall become the agreement (the “*Agreement*”) between the Issuer and HSAM and will become effective at the date of its acceptance as provided for herein below.

1. This Agreement shall apply to all issues of tax-exempt Obligations delivered subsequent to the effective date of the rebate requirements under the Code, except for (i) issues which qualify for exceptions to the rebate requirements in accordance with Section 148 of the Code and related Treasury regulations, or (ii) issues excluded by the Issuer in writing in accordance with the further provisions hereof, (iii) new issues effected in a fashion whereby HSAM is unaware of the existence of such issue, (iv) issues in which, for reasons outside the control of HSAM, HSAM is unable to procure the necessary information required to perform such services.

Covenants of Hilltop Securities Asset Management

2. HSAM agrees to provide our professional services in determining the Arbitrage Amount with regard to the Obligations. The Issuer will assume and pay the fee of HSAM as such fee is set out in Appendix A attached hereto. HSAM shall not be responsible for any expenses incurred on behalf of Issuer in connection with providing such professional services, including any costs incident to litigation, mandamus action, test case or other similar legal actions.
3. HSAM agrees to perform the following duties in connection with providing arbitrage rebate compliance services:
 - a. To cooperate fully with the Issuer in reviewing the schedule of investments made by the Issuer with (i) proceeds from the Obligations, and (ii) proceeds of other funds of the Issuer which, under Treasury Regulations Section 1.148, or any successor regulations thereto, are subject to the rebate requirements of the Code;
 - b. To perform, or cause to be performed, consistent with the Code and the regulations promulgated thereunder, calculations to determine the Arbitrage Amount under Section 148(f)(2) of the Code; and
 - c. To provide a report to the Issuer specifying the Arbitrage Amount based upon the investment schedule, the calculations of bond yield and investment yield, and other information deemed relevant by HSAM. In undertaking to provide the services set forth in paragraph 2 and this paragraph 3, HSAM does not assume any responsibility for any record retention requirements which the Issuer may have under the Code or other applicable laws, it being understood that the Issuer shall remain responsible for compliance with any such record retention requirements. HSAM shall maintain Issuer records and work product pursuant to its own internal document retention policy.

Covenants of the Issuer

4. In connection with the performance of the aforesaid duties, the Issuer agrees to the following:
 - a. The fees due to HSAM in providing arbitrage rebate compliance services shall be calculated in accordance with Appendix A attached hereto. The fees will be payable upon delivery of the report prepared by HSAM for each issue of Obligations during the term of this Agreement.
 - b. The Issuer will provide HSAM all information regarding the issuance of the Obligations and the investment of the proceeds therefrom, and any other information necessary in connection with calculating the Arbitrage Amount. HSAM will rely on the information supplied by the Issuer without inquiry, it being understood that HSAM will not conduct an audit or take any other steps to verify the accuracy or authenticity of the information provided by the Issuer.
 - c. The Issuer will notify HSAM in writing of the retirement, prior to the scheduled maturity, of any Obligations included under the scope of this Agreement within 30 days of such retirement. This notification is required to provide sufficient time to comply with Treasury Regulations Section 1.148-3(g) which requires final payment of any Arbitrage Amount within 60 days of the final retirement of the Obligations. In the event the Issuer fails to notify HSAM in a timely manner as provided hereinabove, HSAM shall have no further obligation or responsibility to provide any services under this Agreement with respect to such retired Obligations.
5. In providing the services set forth in this Agreement, it is agreed that HSAM shall not incur any liability for any error of judgment made in good faith by a responsible officer or officers thereof and, except to the limited extent set forth in this paragraph, shall not incur any liability for any other errors or omissions, unless it shall be proved that such error or omission was a result of the gross negligence or willful misconduct of said officer or officers. In the event a payment is assessed by the Internal Revenue Service due to an error by HSAM, the Issuer will be responsible for paying the correct Arbitrage Amount and HSAM's liability shall not exceed the amount of any penalty or interest imposed on the Arbitrage Amount as a result of such error. Additionally, it is understood and agreed that HSAM shall incur no liability for any errors, omissions, or failure to make a timely payment in connection with any IRS Computation Date calculations occurring prior to the effective date of the Initial Agreement with the Issuer, even if the error is discovered after the date of HSAM's engagement.

No Coordination with Private Activity Regulations

6. The purpose of HSAM's engagement is to determine the Arbitrage Amount pursuant to Section 148(f)(2) of the Code. Sections 141-147 of the Code and the related Treasury Regulations set forth requirements with respect to the amount of obligation proceeds that may be used for the benefit of a private person or entity. Treasury Regulations Section 1.141-6(a) requires that allocations of expenditures of obligation proceeds for purposes of computing the Arbitrage Amount must be the same as the allocations of expenditures used to test the private use of projects financed with proceeds of the Obligations.
7. For purposes of calculating the Arbitrage Amount, our calculations assume that the allocation of the expenditures of Obligation proceeds as provided to us are the same for both purposes of Sections 141-147 and Section 148 of the Code. The scope of this engagement does not include procedures to analyze the private use limitations associated with the Obligations.

Obligations Issued Subsequent to Initial Agreement

8. The services contracted for under this Agreement will automatically extend to any additional Obligations (including financing lease obligations) issued during the term of this Agreement if such Obligations are subject to the rebate requirements under Section 148(f)(2) of the Code. In connection with the issuance of additional Obligations, the Issuer agrees to the following:
 - a. The Issuer will notify or cause the notification, in writing, to HSAM of any tax-exempt financing (including financing lease obligations) issued by the Issuer during any calendar year of this Agreement, and will provide HSAM with such information regarding such Obligations as HSAM may request in connection with its performance of the arbitrage rebate services contracted for hereunder. If such notice is not provided to HSAM

with regard to a particular Obligation, HSAM shall have no obligation to provide any services hereunder with respect to such Obligation.

- b. At the option of the Issuer, any additional Obligations to be issued subsequent to the execution of this Agreement may be excluded from the services provided for herein. In order to exclude an issue, the Issuer must notify HSAM in writing of their intent to exclude any specific Obligations from the scope of this Agreement, which exclusion shall be permanent for the full life of the Obligations; and after receipt of such notice, HSAM shall have no obligation to provide any services under this Agreement with respect to such excluded Obligations.

Effective Date of Agreement

9. This Agreement shall become effective at the date of acceptance by the Issuer as set out herein below and remain in effect thereafter for a period of five (5) years from the date of acceptance, provided, however, that this Agreement may be terminated with or without cause by the Issuer or HSAM upon thirty (30) days prior written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to HSAM for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement expires or is terminated prior to the completion of its stated term, all records provided to HSAM with respect to the investment of monies by the Issuer shall be returned to the Issuer as soon as practicable following written request by Issuer, provided that such records have not been destroyed pursuant to HSAM's internal document retention policy. In addition, the parties hereto agree that, upon termination of this Agreement, HSAM shall have no continuing obligation to the Issuer regarding any arbitrage rebate related services contemplated herein, regardless of whether such services have previously been undertaken, completed, or performed.

Acceptance of Agreement

10. When accepted by the Issuer in accordance with the terms hereof, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Issuer and HSAM for the purposes and the consideration herein specified. In order for this Agreement to become effective, it must be accepted by the Issuer within sixty (60) days of the receipt by the Issuer. After the expiration of such 60-day period, acceptance by the Issuer shall only become effective upon delivery of written acknowledgement and reaffirmation by HSAM that the terms and conditions set forth in this Agreement remain acceptable to HSAM.

Counterpart Signatures

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each Party may execute this Agreement on a facsimile or PDF hereof. In addition, facsimile or PDF signatures of either Party shall be valid and binding, and delivery of a facsimile or PDF signature by either Party shall constitute due execution and delivery of this Agreement.

Governing Law

12. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflicts of laws.

Acceptance

13. Acceptance will be indicated by returning one executed copy to HSAM. An electronic version is acceptable. HSAM will then execute the Agreement and return a fully executed electronic version of the Agreement to the Issuer.

Respectfully submitted,

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

By _____

David K. Medanich, President

Date _____

ISSUER'S ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by:

_____ Town of Horizon City, Texas _____, on this the _____ day of _____, _____.

By _____

Authorized Representative

Title _____

Printed Name _____

APPENDIX A - FEES

The Obligations to be covered initially under this Agreement include all issues of tax-exempt obligations delivered subsequent to the effective dates of the rebate requirements, under the Code, except as set forth in Section I of the Agreement.

The fee for any Obligations under this Agreement shall only be payable if a computation is required under Section 148(f)(2) of the Code. In the event that any of the Obligations fall within an exclusion to the computation requirement as defined by Section 148 of the Code or related regulations and no calculations were required by HSAM to make that determination, no fee will be charged for such issue. For example, certain obligations are excluded from the rebate computation requirement if the proceeds are spent within specific time periods. In the event a particular issue of Obligations fulfills the exclusion requirements of the Code or related regulations, the specified fee will be waived by HSAM if no calculations were required to make the determination.

HSAM’s fee for arbitrage rebate services is based upon a fixed Calculation Period fee per issue. The Calculation Period fee is charged based upon the number of Calculation Periods that proceeds exist subject to rebate from the delivery date of the issue to the Calculation Date.

HSAM’s fees are payable upon delivery of the report. The first report will be made following one Calculation Period from the date of delivery of the Obligations and on each Calculation Date thereafter during the term of the Agreement. The fees for computations of the Arbitrage Amount which encompass more, or less, than one Calculation Period shall be prorated to reflect the longer, or shorter, period of work performed during that period.

The fee for each of the Obligations included in this Agreement shall be based on the table below.

Additionally, due to significant time saving efficiencies realized when investment information is submitted in an electronic format, HSAM passes the savings to its clients by offering a 10% reduction in its fees if information is provided in a spreadsheet or electronic text file format.

Description	FEE
<i>ANNUAL CALCULATION PERIOD FEE</i>	\$1,600
<i>COMPREHENSIVE ARBITRAGE COMPLIANCE SERVICES INCLUDE:</i>	
<ul style="list-style-type: none"> • Commingled Funds Analysis & Calculations • Spending Exception Analysis & Calculations • Yield Restriction Analysis & Calculations (for yield restricted Project Funds, Reserve Funds, Escrow Funds, etc.) • Parity Reserve Fund Allocations • Transferred Proceeds Calculations • Universal Cap Calculations • Debt Service Fund Calculations (including earnings test when required) • Preparation of all Required IRS Paperwork for Making a Rebate Payment / Yield Reduction Payment • Retention of Records Provided for Arbitrage Computations • IRS Audit Assistance • Delivery of Rebate Calculations Each Year That Meets the Timing Requirements of the Audit Schedule • On-Site Meetings, as Appropriate, to Discuss Calculation Results / Subsequent Planning Items 	INCLUDED
<i>OTHER SERVICES AVAILABLE:</i>	
IRS Refund Request – Update calculation, prepare refund request package, and assist issuer as necessary in responding to subsequent IRS Information Requests	\$2,500

Note: Capped fee to perform the required calculations of the below-captioned bond issues shall not exceed \$12,365.

- 1) \$14,675,000 Combination Tax & Revenue CO, Series 2014 (6/24/2014 to 6/24/2024)
- 2) \$11,830,000 Combination Tax & Revenue CO, Series 2019 (6/11/2019 to 6/11/2024)
- 3) \$25,410,000 Combination Tax & Revenue CO, Series 2023 (8/30/2023 to 9/30/2024)

EXPLANATION OF TERMS:

- a. **Bond Year:** A “Bond Year” is each 1-year period selected by the issuer. The first and last bond years may be short periods. If no bond year is selected, bonds years will end on each anniversary date of the issue and at final maturity.
- b. **Computation Date:** A “Computation Date” is a five bond year period no longer than five years after the issue date. Subsequent Computation Dates will be for a period not later than 5 years after the previous Computation Date and at final maturity of the issue.
- c. **Calculation Period:** A “Calculation Period” represents a one year period from the delivery date of the issue to the date that is one calendar year after the delivery date, and each subsequent one-year periods thereafter. Therefore, if a calculation is required that covers more than one Calculation Period, the Calculation Period fee is multiplied by the number of periods contained in the calculation being performed. If a calculation includes a portion of a Calculation Period, i.e., if the calculation includes 1 ½ Calculation Periods, then the base fee will be multiplied by 1.5.
- d. **Electronic Data Submission:** The data should be provided electronically in MS Excel or ASCII text file (comma delimited text preferred) with the date, description, dollar amount, and an activity code (if not in debit and credit format) on the same line in the file.
- e. **Variable/Floating Rate Bond Issues:** Special services are also required to perform the arbitrage rebate calculations for variable rate bonds. A bond is a variable rate bond if the interest rate paid on the bond is dependent upon an index which is subject to changes subsequent to the issuance of the bonds. The computational requirements of a variable rate issue are more complex than those of a fixed rate issue and, accordingly, require significantly more time to calculate. The additional complexity is primarily related to the computation of the bond yield, which must be calculated on a “bond year” basis. Additionally, the regulations provide certain flexibility in computing the bond yield and determining the arbitrage amount over the first IRS reporting period; consequently, increased calculations are required to determine which bond yield calculation produces the lowest arbitrage amount.
- f. **Commingled Fund Allocations:** By definition, a commingled fund is one that contains either proceeds of more than one bond issue or proceeds of a bond issue and non-bond proceeds (i.e., revenues) of \$25,000 or more. The arbitrage regulations, while permitting the commingling of funds, require that the proceeds of the bond issue(s) be “carved out” for purposes of determining the arbitrage amount. Additionally, interest earnings must be allocated to the portion of the commingled fund that represents proceeds of the issue(s) in question. Permitted “safe-harbor” methods (that is, methods that are outlined in the arbitrage regulations and, accordingly, cannot be questioned by the IRS under audit), exist for allocating expenditures and interest earnings to issues in a commingled fund. HSAM uses one of the applicable safe-harbor methods when doing these calculations.
- g. **Debt Service Reserve Funds:** The authorizing documents for many revenue bond issues require that a separate fund be established (the “Reserve Fund”) into which either bond proceeds or revenues are deposited in an amount equal to some designated level, such as average annual debt service on all parity bonds. This Reserve Fund is established for the benefit of the bondholders as additional security for payment on the debt. In most cases, the balance in the Reserve Fund remains stable throughout the life of the bond issue. Reserve Funds, whether funded with bond proceeds or revenues, must be included in all rebate calculations.
- h. **Debt Service Fund Calculations:** Issuers are required under the regulations to analyze the invested balances in their debt service funds annually to determine whether the fund depletes as required during the year and is, therefore, “bona fide” (i.e., potentially exempt from rebate in that year). It is not uncommon for surplus balances to develop in the debt service fund that services an issuer’s tax supported debt, particularly due to timing differences of when the funds were due to be collected versus when the funds were actually collected. HSAM performs this formal analysis of the debt service fund and, should it be determined that a surplus balance exists in the fund during a given year, allocates the surplus balance among the various issues serviced by the fund in a manner that is acceptable under IRS review.
- i. **Earnings Test for Debt Service Funds:** Certain types of bond issues require an additional level of analysis for the debt service fund, even if the fund depletes as required under the regulations and is “bona fide.” For short-term, fixed rate issues, private activity issues, and variable rate issues, the regulations require that an “earnings test” be performed on a bona fide debt service fund to determine if the interest earnings reached \$100,000 during the year. In cases where the earnings reach or exceed the \$100,000 threshold, the entire fund (not just the surplus or residual portion) is subject to rebate.

- j. **Transferred Proceeds Calculations:** When a bond issue is refinanced (refunded) by another issue, special services relating to “transferred proceeds” calculations may need to be performed. Under the regulations, when proceeds of a refunding issue are used to retire principal of a prior issue, a pro-rata portion of the unspent proceeds of the prior issue becomes subject to rebate and/or yield restriction as transferred proceeds of the refunding issue. The refunding issue essentially “adopts” the unspent proceeds of the prior issue for purposes of the arbitrage calculations. These calculations are required under the regulations to ensure that issuers continue to exercise due diligence to complete the project(s) for which the prior bonds were issued.
- k. **Universal Cap:** Current regulations provide an overall limitation on the amount of gross proceeds allocable to an issue. Simply stated, the value of investments allocated to an issue cannot exceed the value of all outstanding bonds of the issue. For example, this situation can occur if an issuer encounters significant construction delays or enters into litigation with a contractor. It may take months or even years to resolve the problems and begin or resume spending the bond proceeds; however, during this time the debt service payments are still being paid, including any scheduled principal payments. Thus, it’s possible for the value of the investments purchased with bond proceeds to exceed the value of the bonds outstanding. In such cases, a “de-allocation” of proceeds may be required to comply with the limitation rules outlined in the regulations.
- l. **Yield Restriction Analysis/Yield Reduction Computations:** The IRS strongly encourages issuers to spend the proceeds of each bond issue as quickly as possible to achieve the governmental purpose for which the bonds were issued. Certain types of proceeds can qualify for a “temporary period,” during which time the proceeds may be invested at a yield higher than the yield on the bonds without jeopardizing the tax-exempt status of the issue. The most common temporary period is the three-year temporary period for capital project proceeds. After the end of the temporary period, the proceeds must be yield restricted or the issuer must remit the appropriate yield reduction payment when due. HSAM performs a comprehensive yield restriction analysis when appropriate for all issues having proceeds remaining at the end of the applicable temporary period and also calculates the amount of the yield reduction payment due to the IRS.

TOWN OF HORIZON CITY

ORDINANCE NO. 035, AMENDMENT NO.

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE TOWN OF HORIZON CITY, TEXAS, CHAPTER 10 (SUBDIVISION REGULATIONS), EXHIBIT 10A (SUBDIVISION ORDINANCE), TO REVISE AND AMEND THE FOLLOWING: SECTION 2 (MINIMUM STANDARDS), SUBSECTION 2.8 (PARKLAND DEDICATION AND FEES IN LIEU) TO PROVIDE FOR PRIVATE PARKLAND REQUIREMENTS;; SECTION 4 (SUBDIVISION APPLICATION PROCEDURE AND APPROVAL PROCESS), SUBSECTION 4.1 (REQUIREMENTS AND APPROVAL PROCESS) TO AMEND CLASSIFICATION OF SUBDIVISIONS AND REVISE PLATTING REQUIREMENTS AND ADD STATE AND CITY REQUIREMENTS; SUB SECTIONS 4.2 (PRELIMINARY PLAT REQUIREMENTS) AND 4.3 (FINAL PLAT REQUIREMENTS) TO ADD AMENDING AND MINOR PLAT REQUIREMENTS AND TO AMEND THE NUMBERING; SUBSECTION 4.14 (APPROVAL AUTHORITY) TO ADD APPROVAL OF AMENDING AND MINOR PLATS AND APPEAL PROCESS; PROPER NOTICE AND HEARING; AND EFFECTIVE DATE; THE PENALTY BEING AS PROVIDED IN SECTION 810 OF THE CODE OF ORDINANCES OF THE TOWN OF HORIZON CITY, TEXAS, CREATING A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED \$2,000.

WHEREAS, a proposal was brought forward by City Council and considered by the Town of Horizon City Planning and Zoning Commission to amend portions of Subdivision Ordinance No. 035 relating to adding Minor and Amending Plat Procedure, Requirements, Approval and Appeal Process, Density Calculation, Density Increase Reference to Chapter 10 Zoning Ordinance and Private Parkland ; and

WHEREAS, the Planning and Zoning Commission considered City Council's proposals at its regular meetings and voted to recommend approval of the change to the ordinance; and

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

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

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

WHEREAS, pursuant to Texas Local Government Code section 51.001, the town has general authority to adopt an ordinance that is for the good government, peace or order of the Town and is necessary or proper for carrying out a power granted by law to the Town; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace, and order and that our physical environment has a direct impact on the chances for happy, prosperous lives for the residents of the Town of Horizon City to adopt this Ordinance and technical code; and

WHEREAS, the Texas Local Government Code Section 212.002 allows for the governing body of a municipality to adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and

WHEREAS, the intent of the amendment is to provide an expeditious means of making minor revisions to a recorded plat and simplify divisions of land under certain conditions outlined and consistent with provisions of state law and City Municipal Code.

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

I. ENACTMENT OF AMENDMENTS

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code, the City Council of the Town of Horizon City hereby enacts and adopts this amendment **no.** to Ordinance no.035, which regulates subdivisions within the territorial limits of the Town of Horizon City and related matters, to amend Chapter 10 Subdivision Regulations, Sections 2 and 4 as follows:

Section 2 Minimum Standards

Subsection 2.8 Parkland Dedication and Fees in Lieu

Subsection 2.8.3 Calculating Acreage and Fees for Dedicated Parkland.

Add Density Calculation and Private Parkland to Satisfy Part of the Parkland Dedication Requirements.

2.8.3 Calculating Acreage, Density and Fees for Dedicated and Private Parkland.

A. When the subdivision application requires dedication of parkland and/or fees, the subdivider may use private parkland to satisfy half of the required parkland dedication, or the City has approved the payment of cash in lieu of the dedication of parkland, such payment shall be calculated in the following manner, which may be amended by the Council from time to time:

Single-Family and Mobile Homes in Single Subdivision:	
1–149 Units	\$400.00 per unit
150–224 units	1 acre plus \$400.00 per unit over 150 units
225–299 units	1-1/2 acres plus \$400.00 per unit over 225
300 units and up	2 acres plus \$400.00 per unit over 300 unit
Multifamily in Single Subdivision:	
1–249 units	\$240.00 per unit
*For 250 units and up, 1 acre plus \$240.00 per unit over 250 units, plus an additional 1/2 acre for each additional 75 unit plus \$240.00 per unit above the 75-unit increment will be required.	
<u>*For private parkland ½ acre credit will be applied for each acre of required parkland dedication requirement, this does not apply to park fees.</u>	

Section 2 Minimum Standards

Subsection 2.8 Parkland Dedication and Fees in Lieu

Subsection 2.8.3 Calculating Acreage Density and Fees for Dedicated Parkland

To Add C. Density Calculation and Requirements and

To Add Density, Increase Reference to Chapter 14 Zoning , Section 405 (Bulk Regulations)

C. Density Calculation and Requirements. Density for single-family, multi-family and mixed-use subdivisions shall be calculated at the maximum density allowed unless otherwise specified by the subdivider through covenants restricting density to less than maximum density. Maximum density is the gross number of units calculated based on the maximum number of lots permitted by the zoning district pursuant to the zone district bulk standards less parkland, storm water drainage ponding and right-of-way required. Applicants shall provide covenants restricting the subdivision to the maximum density or less than maximum density calculated if so desired.

Should the property owner increase density through a rezoning as referenced in Chapter 14 Zoning, Section 405 (Bulk Regulations), Subsection 405.6 (Density Increase Through Change of Use or Rezoning) other proposed increase in density, replat or vacation of a right-of-way or other means, the applicant shall submit a request for covenant amendment to Horizon City for review and final action. Property owners may not increase density unless they have an approved increase in density through amended covenants and have provided the appropriate parkland fees and dedication when applicable. After parkland fees have been calculated, a subdivision, not otherwise classified as a residential subdivision, that changes the use to include dwelling units or increases the density of dwelling units within the subdivision, shall trigger a recalculation of parkland fees or parkland dedication under Chapter 10 Subdivision Regulations. If additional fees are due or if the recalculation requires parkland to be dedicated, then such fees shall be paid, or dedication provided, prior to the issuance of any building permit.

Section 2 Minimum Standards

Subsection 2.8 Parkland Dedication and Fees in Lieu

2.8.5 Fees, Land, Private Parkland or Improvements In Lieu of Dedication of Parkland

To Add Private Parkland and Requirements to Satisfy Part of the Parkland Dedication Requirements

E. Private Park facilities to satisfy required parkland dedication. Single-family, duplex, or multi-family development where parkland dedication is required may be satisfied using private parkland by following the requirements below:

1. Park facilities shall be owned and maintained by residents of the dwelling units or by the owner of the rental facility.
2. The private ownership and required maintenance of such park facilities shall be memorialized through recorded agreement, conveyance, or deed restrictions.
3. Private parkland facility use shall be restricted strictly for park and recreational use by recorded covenant running with the land favoring future owners of such property and cannot be amended or removed without review and approval by the city council.
4. Private parkland facilities seeking credit shall receive credit only if such facilities meet all minimum parkland dedication and standards.
5. No credit shall be given for recreational facilities other than the land upon which those facilities are located.
6. A minimum of 1 acre of Functional Park Area. Functional Park Area may include parks, child play areas, multi-purpose courts, and similar facilities. Swimming pools, community, recreational or exercise buildings, and similar facilities shall not be eligible for credit.

F. Private Parkland Credit Calculation.

1. One acre of private parkland shall count as credit for one-half acre of the required parkland dedication. The parkland requirement may be satisfied in its entirety by providing private parkland which meets the criteria in this section.
2. If the required parkland dedication cannot be completely satisfied by providing private parkland, any remaining requirement can be satisfied as follows:
 - a. Through the dedication of public parkland.
 - b. Review and approval by City Council: Through improvements to existing parkland located in the same area, provided that a developer participation agreement is entered into and complies with the provisions of the state statute that

governs developer participation agreements.
c. Review and approval by City Council: Payment of fees.

3. See Section 2.8.3 Calculating Acreage, Density and Fees for Dedicated and Private Parkland.

E. G.

Section 4 Subdivision Application Procedure and Approval Process

Subsection 4.1 Classification of Subdivisions

To revise the classification of subdivisions as follows:

Whenever any subdivision of land classified as (Amending, Minor, Preliminary, Final, Combination Preliminary & Final, Replat (Resubdivision) or Vacating Subdivision) is proposed or determined to be required, and before any contract is made for the sale or development of any part thereof; and prior to the issuance of any no building or grading permits shall be issued until the subdivider shall apply - applies for and secures approval of such proposed or required subdivision consistent with the provisions of state law and the following procedure, except where a Land Development Exemption Determination is granted.

Subsection 4.2 Amending Plat Requirements

To add Amending Plat and requirements:

Subsection 4.2.1 Amending Plat Standards in ETJ

To add Amending Plat Standards in ETJ

Standards for preparation of amending plats submitted to the City Engineer for proposed subdivisions located within Horizon City's extraterritorial jurisdiction (ETJ) of the City of five (5) miles or other cities ETJ's shall be to standards proposed in that municipality's subdivision ordinance. Where no conflicts exist with these standards, the plat standards proposed below will be required as a minimum.

Subsection 4.2.2 Amending Plat Standards

To add Amending Plat Standards

- a. **Purpose of Amending Plat - applies to changes of a previously recorded plats except for recorded covenants, the creation of new lots, dissolving of existing lots or the dedication of any required improvements or vacation, relocation or addition of easements. Amending plat allows for corrections to errors in bearings and distance, real property descriptions, clerical or scrivener errors, removal of restrictions, lot line adjustments so long as all affected property owners are part of the application, changes do not affect zoning and other state or municipal regulations. Final action on amending plats shall be**

the responsibility of the Planning Director or designee.

b. General Requirements for preparation of preliminary amending plats for existing subdivision within the City Municipal limits or within the five (5) mile ETJ of the City shall be drawn to a scale of one hundred feet to one inch (100' = 1"); except that a scale of two hundred feet to one inch (200' = 1") may be used if the preliminary is over one hundred acres by express permission of the City Engineer. The maximum sheet size accepted shall be 24" x 36" (Note: the maximum final amending plat size for recording is 24" x 36" and the minimum final plat size for recording shall be 18" x 24"). The following are additional requirements for preliminary plats located in the ETJ:

1. A digital copy of the amending plat shall be uploaded through the customer portal if using the online submission application or submit a PDF format on CD or flash drive for an in-person application.
2. The date, scale and north point, a key plan showing the location of the subdivision, the name and address of the owner, and the name of the engineer and/or surveyor.
3. Add amending to the existing subdivision name and call out existing and proposed changes.
4. The legal description of the property proposed to be amended including name of the County, survey and together with reference to the nearest section corner or an original corner of the original survey of which it is a part and/or survey tie at the nearest right-of-way or existing monument. The total acreage of the subdivision shall be placed at the bottom of the legal description in a proper manner.
5. Location of existing boundary lines and width and location of platted streets, alleys within or adjacent to the subject property, including location of watercourses, ravines, existing bridges, culverts, present structures and other features pertinent to subdivision, and location of any existing utilities with the size of sewer or water mains if they exist within the area. The total acreage of each lot is to be indicated below the lot number.
6. Current topographic information approximately equivalent to two (2) feet contours on land less than 5% gradient and five (5) feet contours on land more than 5% gradient. Local U.S.G.S. datum shall be referenced. Topography shall be based on aerial photogrammetry, on field surveys conducted by the surveyor or engineer or on reliable existing topography. If the latter, the date [data] source shall be noted on the plan. Such topographical information, location and dimensions shall be of sufficient accuracy as to permit the planning of drainage facilities, streets and other proposed improvements. Developed stormwater shall be addressed in the drainage study.

7. Include the names, locations, width and dimensions of existing streets, roads, lots, alleys and of drainage and public utility easements, parks or other public spaces, sites for all public uses and other features, and their relation to streets in adjacent subdivisions, including lot lines on the plat. A location map of a smaller scale as requested by the City Engineer shall be placed on the preliminary plat showing the outline and identification of the adjacent properties, location of subdivisions and how the streets or highways in the subdivision offered for record may connect with those in the nearest subdivision or other roads in the area. The location map should be oriented with the drawing and in the same direction as the detail subdivision drawing.
8. The location of the boundaries of the Flood Hazard Area for the regulatory (100-Year) flood for all waterways in accordance with the requirements of El Paso County Floodplain Regulations (See El Paso County Manual "Guidelines and Procedures for Development Permits") and the drainage requirements of this specification. Clarification of these boundaries (if any) by a professional engineer or registered surveyor is required.
9. Certification from utility and/or service agencies indicating their confirmation of the location and extent of existing utility easements. Said certification will also state whether services will be available sufficient to serve the subdivision. If certifications are not submitted with the amending plats showing all proposed easements, the City may forward plats and a comment sheet to these agencies requesting utility service information and easement location comments and will charge a fee to cover the cost.
10. A general summary description of any deed restrictions proposed indicating the lots so restricted and all pertinent documents pertaining to the creation of a property owners' association responsible for maintenance obligations, if such private ownership is to be established.
11. Include all existing street names and proposed street name change if applicable.

c. General Requirements for Final Amending Plat

1. The date, subdivision title, scale, location map and north point.
2. The name of the subdivision and adjoining subdivisions, the name of the streets (to conform wherever possible to existing street names whenever extending streets, but not to create new streets with duplicated names), numbers on each lots and blocks, and street addresses (provided by the City Engineer).
3. The lines and names of all proposed streets or other ways or such easements, including a statement of the purpose for which such easements are dedicated. The lines and names of other open spaces to be dedicated for public use or

granted for use by the inhabitants of the subdivision. Show all natural drains and watercourses as they exist, or as adjusted, with an easement of width as required hereafter in these specifications. All easements of record shall be shown, or if incapable of being definitely located on the ground, a statement of such easements must appear on the plat.

4. Sufficient data to determine readily and reproduce on the ground the location, true bearing and length of every street line, lot line, block line, whether curved or straight and include the true north point. This shall include the complete curve data for property lines, centerlines of the rights-of-way and returns.
5. The location of all permanent monuments and control points. The monuments and pins shall be delineated in a standard manner with:
 - (a) found or set monuments shown as a solid circle;
 - (b) to-be-set monuments as an open circle with a solid small circle in the center;
 - (c) to-be-set pins as an open circle to indicate return radii, change of bearing and block corners;
 - (d) square footage of each lot to be placed under lot number.
6. Dimensions shall be shown in feet and hundredths of a foot, and angles in degrees, minutes and seconds. All lines and ties to primary control points and existing monuments, survey corners, etc., shall be shown.
7. The location of the boundaries of the Flood Zone Area for the regulatory flood (100-Year Flood) for all waterways in accordance with the requirements of the El Paso County Floodplain Regulations and drainage requirements of these Regulations. These boundaries shall be established by a professional engineer or registered surveyor of the State of Texas, whose seal and signature shall appear on the plan. (Should the subdivider elect to contain the Flood Hazard Area within a drainage easement, the actual boundaries of the Flood Hazard Area, need not be shown provided that the Engineer certifies that the actual Flood Hazard Area boundaries are contained within the drainage easement.)
8. If finished floor elevations for buildings in the lots, a portion or all of which lots lie in Flood Hazard Areas, are noted on the plat within the boundaries of the lot or tract to which they apply, then minimum development permit fees are applicable for buildings constructed on these lots. Elevation verification will still be required. The floor elevations shall be determined by the engineer or surveyor and shall comply with the requirements of the El Paso County Floodplain Regulations and the drainage requirements of these Regulations.
9. One or more benchmarks shall be monumented in subdivisions which contain or bound flood hazard areas. The distance between benchmarks in a subdivision shall not exceed 2500 feet.

Subsection 4.3 Minor Plat Requirements

To add Minor Plat and requirements:

Subsection 4.3.1 Minor Plat Standards in ETJ

Standards for preparation of minor plats submitted to the City Engineer for proposed subdivisions located within Horizon City's extraterritorial jurisdiction (ETJ) of the City of five (5) miles or other cities ETJ's shall be to standards proposed in that municipality's subdivision ordinance. Where no conflicts exist with these standards, the plat standards proposed below will be required as a minimum.

- a. **Purpose of Minor Plat** - applies to minor or replats involving four or fewer lots fronting on an existing street and not requiring the creation or dedication of any new street or the extension or dedication of municipal facilities and parks. Final approval of minor plats is the responsibility of the Planning Director or Designee.
- b. **General Requirements for preparation of preliminary minor plats within the City Municipal limits or within the five (5) mile ETJ of the City shall be drawn to a scale of one hundred feet to one inch (100' = 1"); except that a scale of two hundred feet to one inch (200' = 1") may be used if the preliminary is over one hundred acres by express permission of the City Engineer. The maximum sheet size accepted shall be 24" x 36" (Note: the maximum final amending plat size for recording is 24" x 36" and the minimum final plat size for recording shall be 18" x 24"). The following are additional requirements for preliminary plats located in the ETJ:**
 1. A digital copy of the amending plat shall be uploaded through the customer portal if using the online submission application or submit a PDF format on CD or flash drive for an in-person application.
 2. The date, scale and north point, a key plan showing the location of the subdivision, the name and address of the owner, and the name of the engineer and/or surveyor.
 3. Add amending to the existing subdivision name and call out existing and proposed changes.
 4. The legal description of the property proposed to be amended including name of the County, survey and together with reference to the nearest section corner or an original corner of the original survey of which it is a part and/or survey tie at the nearest right-of-way or existing monument. The total acreage of the subdivision shall be placed at the bottom of the legal description in a proper manner.
 5. Location of existing boundary lines and width and location of platted streets,

alleys within or adjacent to the subject property, including location of watercourses, ravines, existing bridges, culverts, present structures and other features pertinent to subdivision, and location of any existing utilities with the size of sewer or water mains if they exist within the area. The total acreage of each lot is to be indicated below the lot number.

6. Current topographic information approximately equivalent to two (2) feet contours on land less than 5% gradient and five (5) feet contours on land more than 5% gradient. Local U.S.G.S. datum shall be referenced. Topography shall be based on aerial photogrammetry, on field surveys conducted by the surveyor or engineer or on reliable existing topography. If the latter, the date [data] source shall be noted on the plan. Such topographical information, location and dimensions shall be of sufficient accuracy as to permit the planning of drainage facilities, streets and other proposed improvements. Developed stormwater shall be addressed in the drainage study.
7. Include the names, locations, width and dimensions of existing streets, roads, lots, alleys and of drainage and public utility easements, parks or other public spaces, sites for all public uses and other features, and their relation to streets in adjacent subdivisions, including lot lines on the plat. A location map of a smaller scale as requested by the City Engineer shall be placed on the preliminary plat showing the outline and identification of the adjacent properties, location of subdivisions and how the streets or highways in the subdivision offered for record may connect with those in the nearest subdivision or other roads in the area. The location map should be oriented with the drawing and in the same direction as the detail subdivision drawing.
8. The location of the boundaries of the Flood Hazard Area for the regulatory (100-Year) flood for all waterways in accordance with the requirements of El Paso County Floodplain Regulations (See El Paso County Manual "Guidelines and Procedures for Development Permits") and the drainage requirements of this specification. Clarification

of these boundaries (if any) by a professional engineer or registered surveyor is required.

9. Certification from utility and/or service agencies indicating their confirmation of the location and extent of existing utility easements. Said certification will also state whether services will be available sufficient to serve the subdivision. If certifications are not submitted with the amending plats showing all proposed easements, the City may forward plats and a comment sheet to these agencies requesting utility service information and easement location comments and will charge a fee to cover the cost.

10. A general summary description of any deed restrictions proposed indicating the lots so restricted and all pertinent documents pertaining to the creation of a

property owners' association responsible for maintenance obligations, if such private ownership is to be established.

11. Include all existing street names.

c. General Requirements for Final Minor Plat

1. The date, subdivision title, scale, location map and north point.
2. The name of the subdivision and adjoining subdivisions, the name of the streets (to conform wherever possible to existing street names whenever extending streets, but not to create new streets with duplicated names), numbers on each lots and blocks, and street addresses (provided by the City Engineer).
3. The lines and names of all proposed streets or other ways or such easements, including a statement of the purpose for which such easements are dedicated. The lines and names of other open spaces to be dedicated for public use or granted for use by the inhabitants of the subdivision. Show all natural drains and watercourses as they exist, or as adjusted, with an easement of width as required hereafter in these specifications. All easements of record shall be shown, or if incapable of being definitely located on the ground, a statement of such easements must appear on the plat.
4. Sufficient data to determine readily and reproduce on the ground the location, true bearing and length of every street line, lot line, block line, whether curved or straight and include the true north point. This shall include the complete curve data for property lines, centerlines of the rights-of-way and returns.
5. The location of all permanent monuments and control points. The monuments and pins shall be delineated in a standard manner with:
 - (a) found or set monuments shown as a solid circle;
 - (b) to-be-set monuments as an open circle with a solid small circle in the center;
 - (c) to-be-set pins as an open circle to indicate return radii, change of bearing and block corners;
 - (d) square footage of each lot to be placed under lot number.
6. Dimensions shall be shown in feet and hundredths of a foot, and angles in degrees, minutes and seconds. All lines and ties to primary control points and existing monuments, survey corners, etc., shall be shown.
7. The location of the boundaries of the Flood Zone Area for the regulatory flood (100-Year Flood) for all waterways in accordance with the requirements of the El Paso County Floodplain Regulations and drainage requirements of these Regulations. These boundaries shall be established by a professional engineer or

registered surveyor of the State of Texas, whose seal and signature shall appear on the plan. (Should the subdivider elect to contain the Flood Hazard Area within a drainage easement, the actual boundaries of the Flood Hazard Area, need not be shown provided that the Engineer certifies that the actual Flood Hazard Area boundaries are contained within the drainage easement.)

8. If finished floor elevations for buildings in the lots, a portion or all of which lots lie in Flood Hazard Areas, are noted on the plat within the boundaries of the lot or tract to which they apply, then minimum development permit fees are applicable for buildings constructed on these lots. Elevation verification will still be required. The floor elevations shall be determined by the engineer or surveyor and shall comply with the requirements of the El Paso County Floodplain Regulations and the drainage requirements of these Regulations.

9. One or more benchmarks shall be monumented in subdivisions which contain or bound flood hazard areas. The distance between benchmarks in a subdivision shall not exceed 2500 feet.

Section 4 (Subdivision Application Procedure and Approval Process)

Sub Section 4.14 Approval Authority

To add the Planning Director or designee as the administrative approver of Amending and Minor Plats and add appeal process.

4.14.4 The Planning Director shall administratively approve amending and minor plats which have met all requirements of these regulations and shall have the authority to sign recording amending and minor plats, pursuant to Texas Local Government Code §212.0065 Delegation of Approval Responsibility.

4.14.5 Within ten business days of denial of an amending or minor plat, the Planning Director or designee, shall prepare an action letter indicating the reasons for the denial and shall provide a copy to the applicant. The Planning Director or designee's decision is final unless within ten calendar days from the date of receiving such action letter, the applicant submits an appeal application to the City Council specifying reasons for the appeal. Said appeal shall also include a written rebuttal to the City Council.

II. FINDINGS OF FACT

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

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

III. 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.

IV. 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.

V. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the ____ 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: _____
Adres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Sylvia Borunda Firth
Assistant City Attorney

Michelle Garcia
Planning Director

DRAFT



TOWN OF HORIZON CITY MEMORANDUM

Date: April 09, 2024
To: Honorable Mayor and Members of City Council
From: Art Rubio, Planner
SUBJECT: **1st Reading of Ordinance, _____**, An Ordinance Amending the Municipal Code of the Town of Horizon City, Texas, Chapter 14 (Zoning), Exhibit A (Zoning Ordinance), to Revise and Amend the Following: Chapter 4 (Residential Districts), Section 405 (Bulk Regulations) to Add Reference to Subdivision Density Calculation for Parkland Requirements; Chapter 8 (General Provisions), Section 802 (Wall Standards) to Increase Rock and Mortar Allowance; Chapter 13 (Planned Unit Development), Section 1311 (Bulk Regulations) to Add Reference to Subdivision Density Calculation for Parkland Requirements; Chapter 14 (Open Space/Parks), Section 1405 (Bulk Standards) to Amend the Bulk Standards in the Open Space/Parks S-1 Zoning District; Proper Notice; and Effective Date; the Penalty Being as Provided in Section 810 of the Zoning Ordinance (No. 0102) of the Town of Horizon City, Texas, Creating a Misdemeanor Punishable by a Fine not to Exceed \$2,000.

This is a City initiated amendment being introduced today. The amendment's goals are to amend the wall standards adjacent to golf clubs, provide a subdivision density increase reference to Zoning Ordinance and to modify the bulk standards in the Open Space Parks S-1 Zone District:

- To add reference to subdivision density calculation, increase for parkland dedication and fees through change of use or rezoning
- To increase rock and mortar allowance from 2' feet to 3' feet on rear setbacks when adjacent to a golf course.
- To amend the Bulk Standards in the Open Space/Parks S-1 Zoning District and provide flexibility on the current 50' foot setback requirement on buildings.

Draft Ordinance presented to the P&Z is attached. There were no comments from the public.

TOWN OF HORIZON CITY

ORDINANCE NO. 0102, AMENDMENT NO.

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE TOWN OF HORIZON CITY, TEXAS, CHAPTER 14 (ZONING), EXHIBIT A (ZONING ORDINANCE), TO REVISE AND AMEND THE FOLLOWING: CHAPTER 4 (RESIDENTIAL DISTRICTS), SECTION 405 (BULK REGULATIONS) TO ADD REFERENCE TO SUBDIVISION DENSITY CALCULATION FOR PARKLAND REQUIREMENTS; CHAPTER 8 (GENERAL PROVISIONS), SECTION 802 (WALL STANDARDS) TO INCREASE ROCK AND MORTAR ALLOWANCE; CHAPTER 13 (PLANNED UNIT DEVELOPMENT), SECTION 1311 (BULK REGULATIONS) TO ADD REFERENCE TO SUBDIVISION DENSITY CALCULATION FOR PARKLAND REQUIREMENTS; CHAPTER 14 (OPEN SPACE/PARKS), SECTION 1405 (BULK STANDARDS) TO AMEND THE BULK STANDARDS IN THE OPEN SPACE/PARKS S-1 ZONING DISTRICT; PROPER NOTICE; AND EFFECTIVE DATE; THE PENALTY BEING AS PROVIDED IN SECTION 810 OF THE ZONING ORDINANCE (NO. 0102) OF THE TOWN OF HORIZON CITY, TEXAS, CREATING A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED \$2,000.

WHEREAS, a proposal was brought forward by staff to and considered by the Town of Horizon City Planning and Zoning Commission to amend portions of Ordinance No. 0102 relating to density increase through rezoning and golf course rear wall standards; and

WHEREAS, the Planning and Zoning Commission considered the staff's proposals at its March 13, 2024, regular meetings and voted to recommend approval of the change to the ordinance; and

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

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

WHEREAS, pursuant to Texas Local Government Code section 51.001, the town has general authority to adopt an ordinance that is for the good government, peace or order of the Town and is necessary or proper for carrying out a power granted by law to the Town; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace, and order and that our physical environment has a direct impact on the chances for happy, prosperous lives for the residents of the Town of Horizon City to adopt this Ordinance and technical code; and

WHEREAS, the Texas Local Government Code Section 211.005(b) requires “that zoning regulations be uniform for each class or kind of building in a district”, furthermore, “regulations shall be adopted with reasonable consideration, among other things, for the character of each district and its particular suitability for particular uses, with a view of conserving the value of buildings, maximizing the best use of property, and encouraging the most appropriate use of land in the municipality”.

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

I. ENACTMENT OF AMENDMENTS

Pursuant to Sections 51.001 and 51.012 of the Texas Local Government Code, the City Council of the Town of Horizon City hereby enacts and adopts this amendment no. to Ordinance no.0102, which regulates zoning within the territorial limits of the Town of Horizon City and related matters, to amend Chapter 4, Section 405, Chapter 8, Section 802, Chapter 13, Section 1311 and Chapter 14, Section 1405:

Section 405 Bulk Regulations

To Add Subsection 405.6 Referencing Subdivision Maximum Density Calculation for Parkland Dedication and Fees for Density Increase Through Change of Use or Rezoning.

Section 405.6 Density Increase Through Change of Use or Rezoning. After parkland fees have been calculated, a subdivision, not otherwise classified as a residential subdivision, that changes the use or zoning district to include dwelling units or increases the density of dwelling units within the subdivision, shall trigger a recalculation of parkland fees or parkland dedication under Chapter 10 Subdivision Regulations. If additional fees are due or if the recalculation requires parkland to be dedicated, then such fees shall be paid, or dedication provided, prior to the issuance of any building permit, pursuant to Chapter 10 Subdivision Regulations, Subsection 2.8.3 Calculating Acreage Density and Fees for Dedicated Parkland, C. Density Calculation and Requirements.

Section 802 Wall Standards

Subsection 802.2.3 Rear walls on golf course lots

To Increase the Rock and Mortar Allowance From Two to Three Feet.

802.2.3 Rear walls on golf course lots shall be of rock and mortar ~~two feet (2')~~ three feet (3') high with one foot (1') square rock pillars constructed on the wall every ten feet (10') with rails of wrought iron set between the pillars. The maximum height of the wrought iron sections shall be six feet (6') in height from finished grade. The height of the rock pillars may match the height of the wrought iron. The rear wall height shall comply with Subsection 807.1.O when applicable. The Building Official may allow the location of one or more pillars to be adjusted for the wall to correctly fit the property dimensions.

Chapter 13 Planned Unit Development

Section 1311 Bulk Regulations

To Add Subsection 1311.5 Referencing Subdivision Maximum Density Calculation for Parkland Dedication and Fees for Density Increase Through Change of Use or Rezoning.

Section 1311.5 Density Increase Through Change of Use or Rezoning. After parkland fees have been calculated, a subdivision, not otherwise classified as a residential subdivision, that changes the use or zoning district to include dwelling units or increases the density of dwelling units within the subdivision, shall trigger a recalculation of parkland fees or parkland dedication under Chapter 10 Subdivision Regulations. If additional fees are due or if the recalculation requires parkland to be dedicated, then such fees shall be paid, or dedication provided, prior to the issuance of any building permit, pursuant to Chapter 10 Subdivision Regulations, Subsection 2.8.3 Calculating Acreage Density and Fees for Dedicated Parkland, C. Density Calculation and Requirements.

Section 1405 Bulk Regulations.

To amend the bulk standards in the open space parks zoning district.

The following standards shall control the minimum site area and the placement and size of any buildings, and the locations of parking facilities or active recreation areas relative to adjoining districts:

A. Properties proposed for S-1 zoning shall have a minimum size of one-half acre (21,780 square feet) and shall have ~~not less than 100 feet for street frontage and a parcel depth of not less than 100 feet. The minimum street frontage requirement, however, shall not be applied for properties used exclusively for stormwater ponding;~~

B. ~~No building in an S-1 district shall be placed closer than 50 feet from any property line or street right-of-way;~~ Building(s) in S-1 district shall have the following setbacks: front setback of 10' feet, rear setback of 10' feet and side setbacks of 10' feet.

C. No building shall have more than two stories, nor shall any building have a height greater than 35 feet;

D. A minimum of 10 feet of landscaped area shall be provided between the street right-of-way and any vehicle parking lot; and,

E. A minimum of ~~25~~ 10' feet shall be provided between any active playing surface (e.g. limits of a golf course fairway, perimeter of a tennis court, or edge of a swimming pool) and any property line.

II. FINDINGS OF FACT

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

III. 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.

IV. 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.

V. PROPER NOTICE AND MEETING

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

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

Town of Horizon City

By: _____
Andres Renteria, Mayor

ATTEST:

By: _____
Elvia Schuller, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Sylvia Borunda Firth
City Attorney

Michelle Padilla
Planning Director



**TOWN OF HORIZON CITY
MEMORANDUM**

Date: April 09, 2024

To: Honorable Mayor and Members of City Council

From: Art Rubio, Chief Planner

SUBJECT: **2nd 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 reviewed and unanimously recommended approval of the vacation request.

Staff have received a letter of no objection from HRMUD and no other objections from any of the other utility companies in Horizon City. Based on no objections from any of the utility companies in Horizon City, staff recommend approval of the vacation request.

Attached for your review is the staff report that was 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

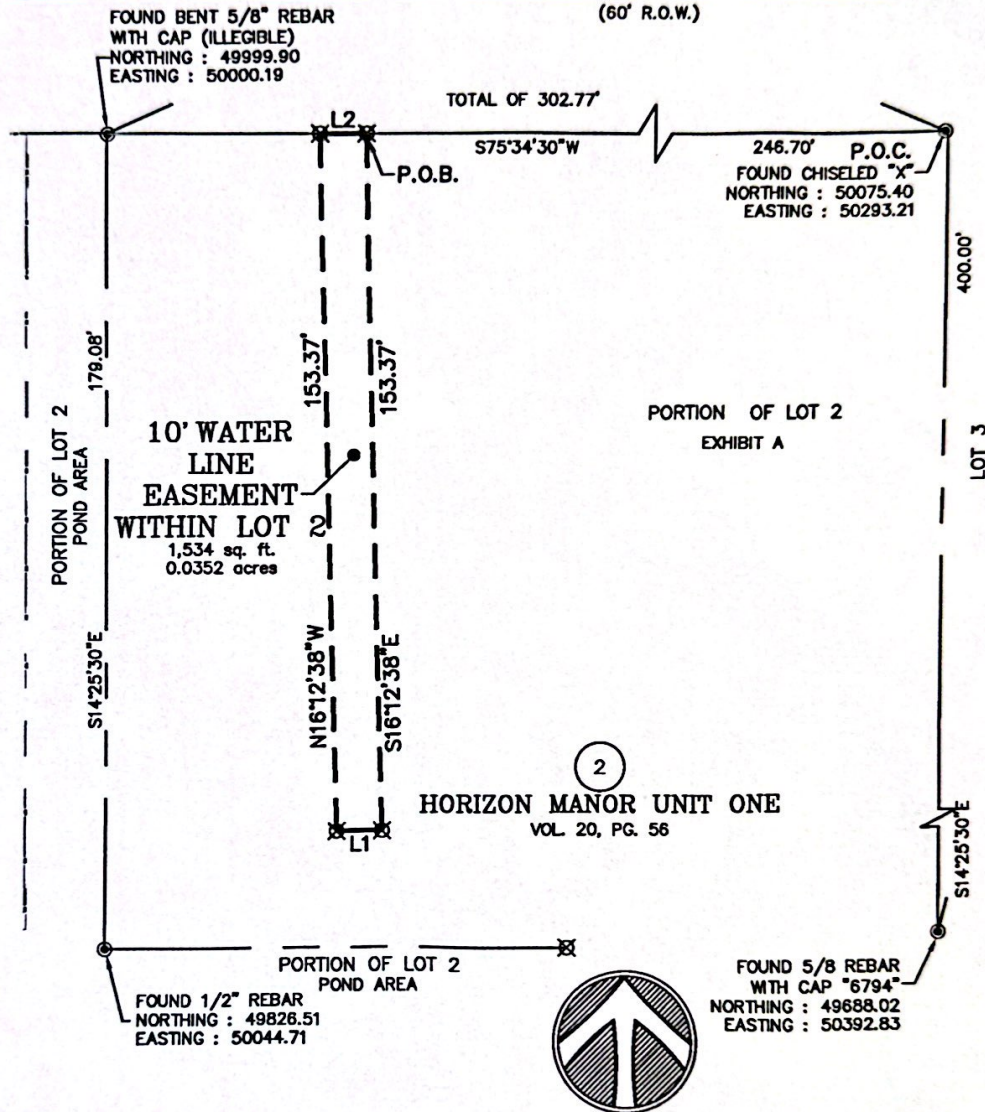
First Reading 03/12/2024
Second Reading 04/09/2024

"EXHIBIT A"
Survey

Doc# 20240005749

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

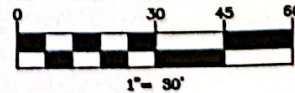
PAWLING DR



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

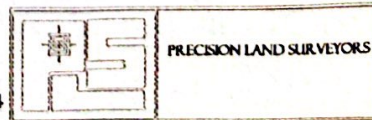


CERTIFICATION

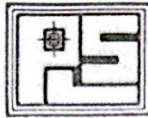
I HEREBY CERTIFY THAT THIS MAP WAS MADE FROM AN ACTUAL ON THE GROUND SURVEY AND THAT THE MONUMENTATION SHOWN HEREIN WERE FOUND AND/OR PLACED UNDER MY PERSONAL SUPERVISION. I ALSO CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS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

Jesus D. Ibarra
JESUS D. IBARRA RPLS#6085, FIRM#10194184

DATE: 1/5/2024



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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

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".

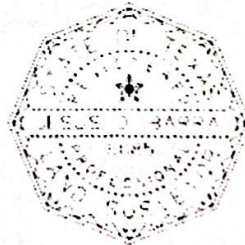
Thence leaving said right of way line, South 16°12'38" East a distance of 153.37 feet to a point;

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 and no objections were received by any other utility companies in Horizon City.

Horizon Regional Municipal Utility District

No objections. Letter of no objection to vacation was received.

El Paso Electric

No objections.

Texas Gas Service

No objections.

Spectrum

No objections.

AT&T

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

Attachments:

Attachment 1 – Zoning Map

Attachment 2 – Aerial

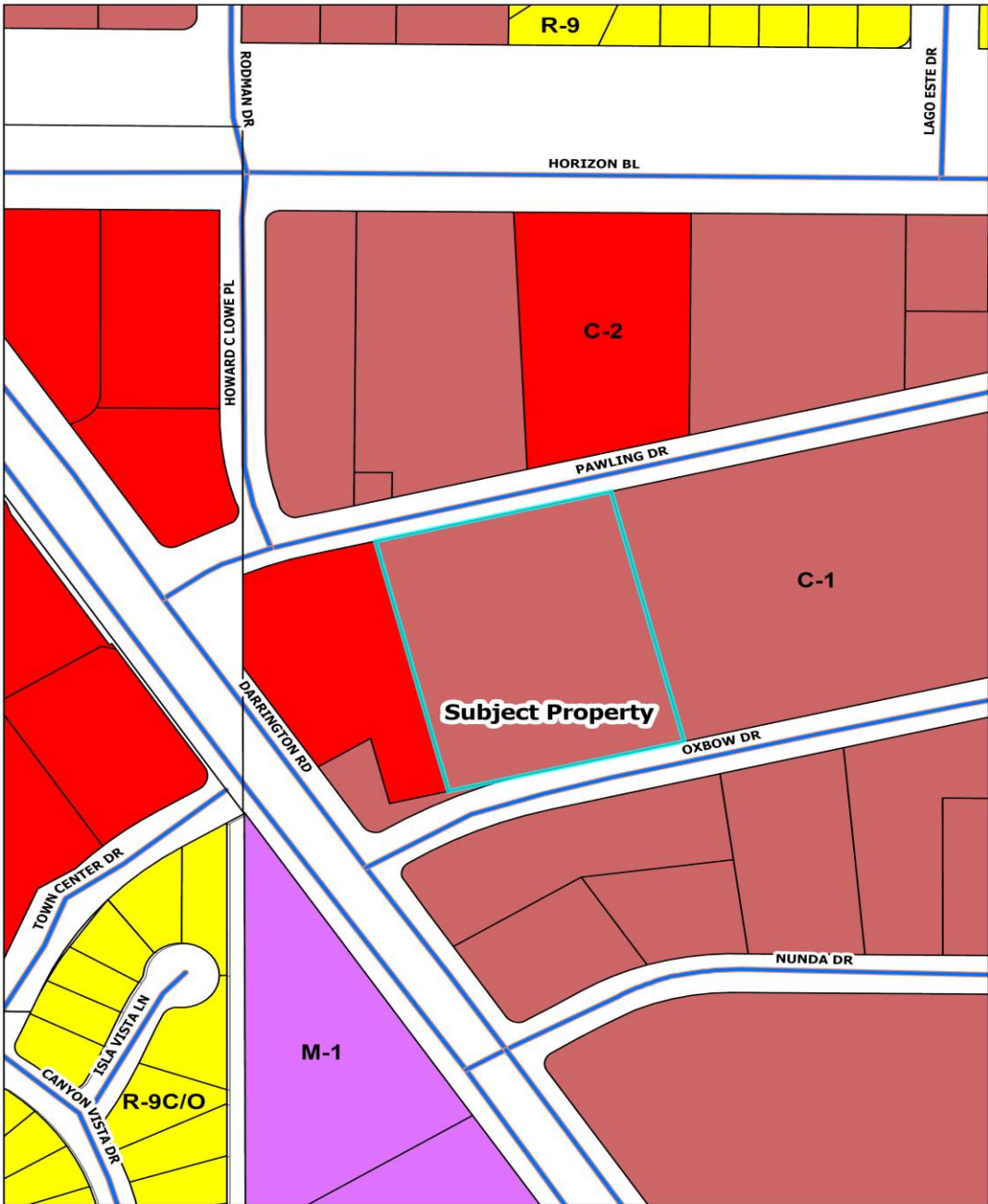
Attachment 3 – Survey and M&B

Attachment 4 – Application

Attachment 5 – Applicant/Representative Affidavit

Attachment 1: Zoning Map

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

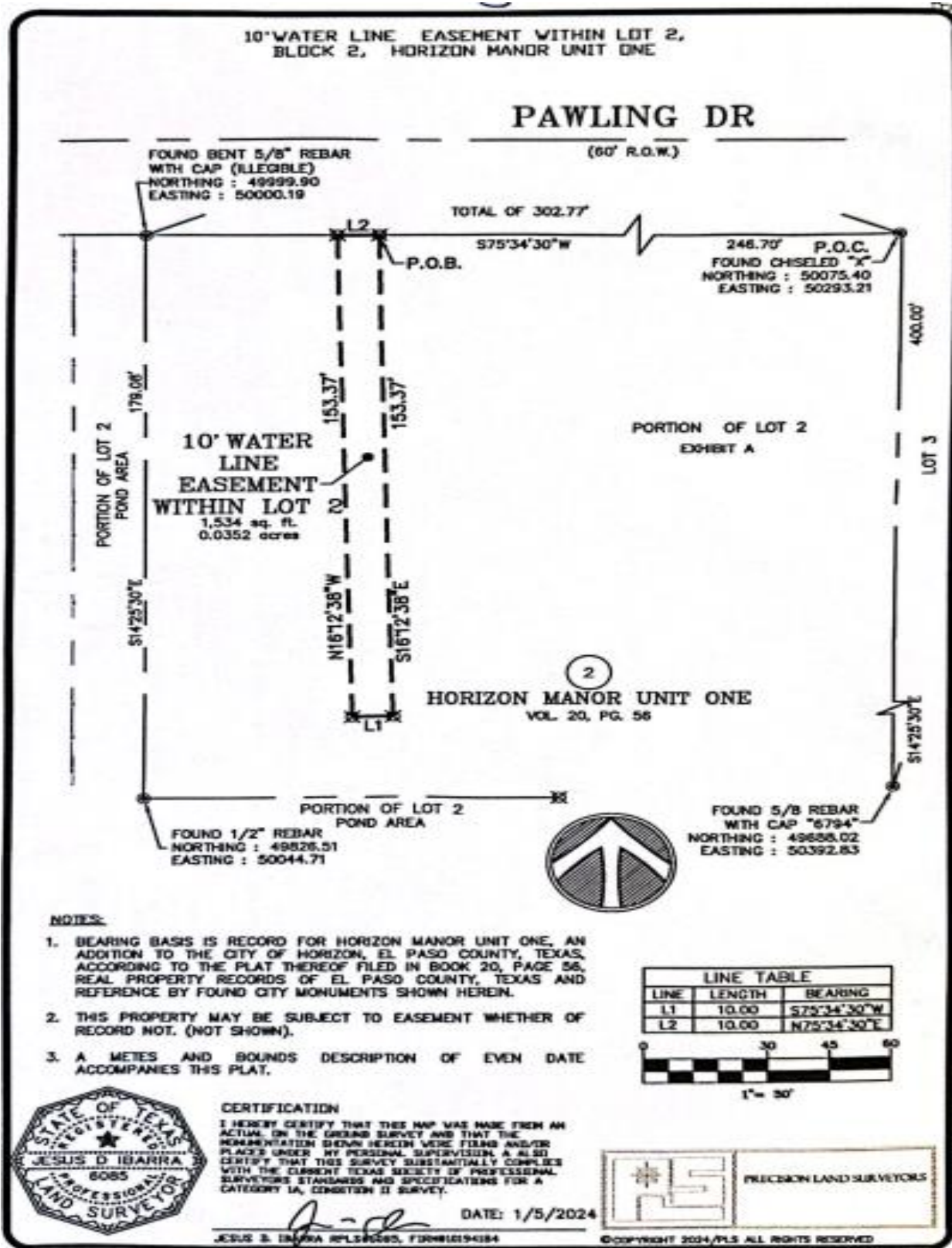


Attachment 2: Aerial

**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

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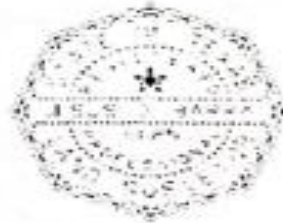
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Thence, South 75°34'30" West a distance of 10.00 feet to a point,

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



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

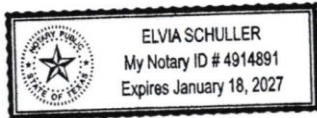
BEFORE ME, the undersigned official, on this day personally appeared GEORGE M. DIPP FOR HORIZON OXBOW LLC., who is personally know to me, and first being duly sworn according to law upon his/her oath deposed and said:

"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

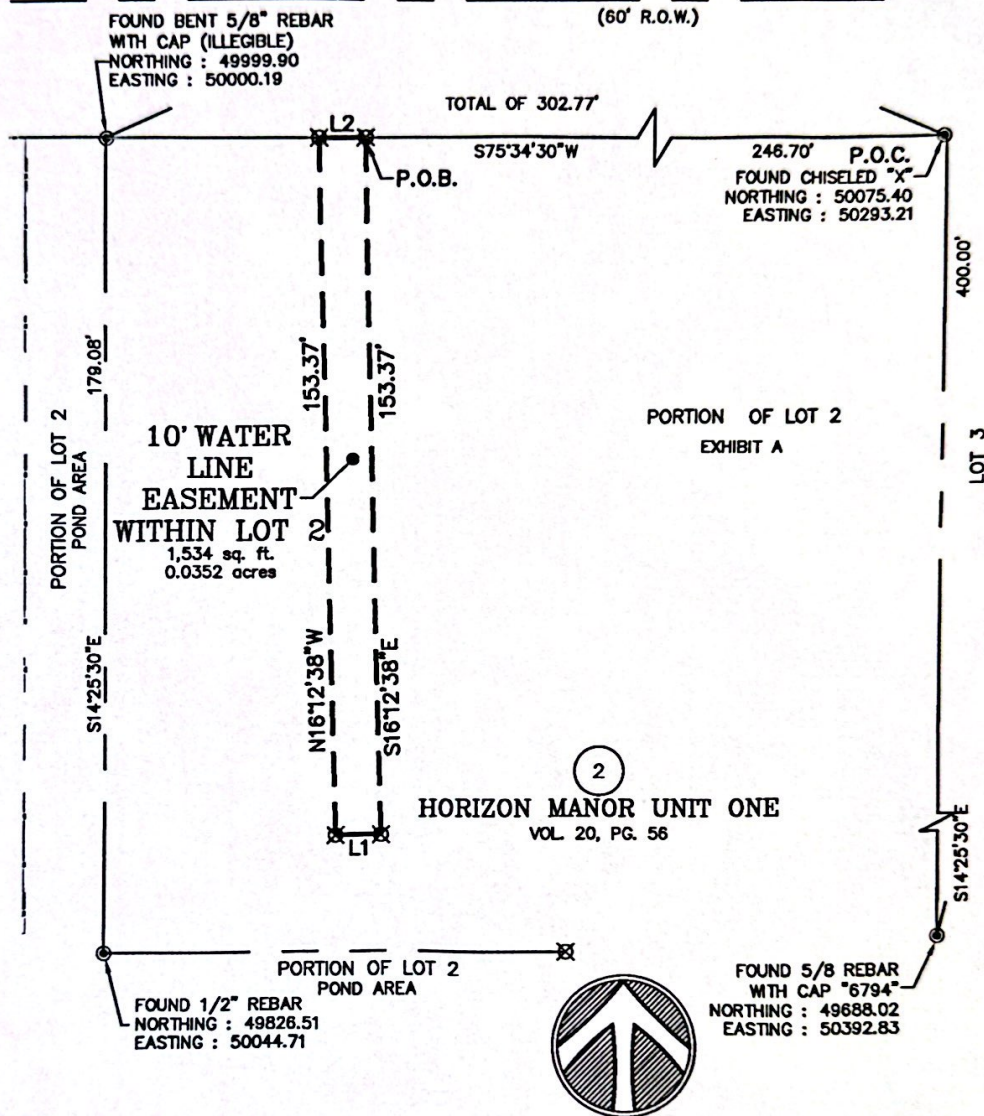


Survey

Doc# 20240005749

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

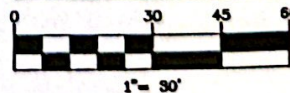
PAWLING DR



NOTES:

- 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.
- THIS PROPERTY MAY BE SUBJECT TO EASEMENT WHETHER OF RECORD NOT. (NOT SHOWN).
- 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

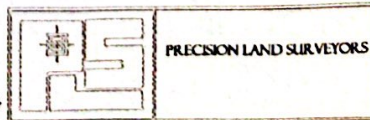


CERTIFICATION

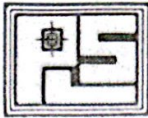
I HEREBY CERTIFY THAT THIS MAP WAS MADE FROM AN ACTUAL ON THE GROUND SURVEY AND THAT THE MONUMENTATION SHOWN HEREIN WERE FOUND AND/OR PLACED UNDER MY PERSONAL SUPERVISION. I ALSO CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS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

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"**.

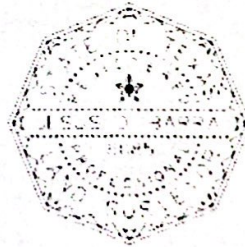
Thence leaving said right of way line, **South 16°12'38" East** a distance of **153.37 feet** to a point;

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
MEMORANDUM**

Date: April 09, 2024
To: Honorable Mayor and Members of City Council
From: Art Rubio, Chief Planner
SUBJECT: **2nd 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 reviewed and unanimously recommended approval of the vacation request.

Staff have not received any objections from any of the utility companies in Horizon City. Based on no objections received from any of the utility companies in Horizon City, staff recommend approval of the vacation request.

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:

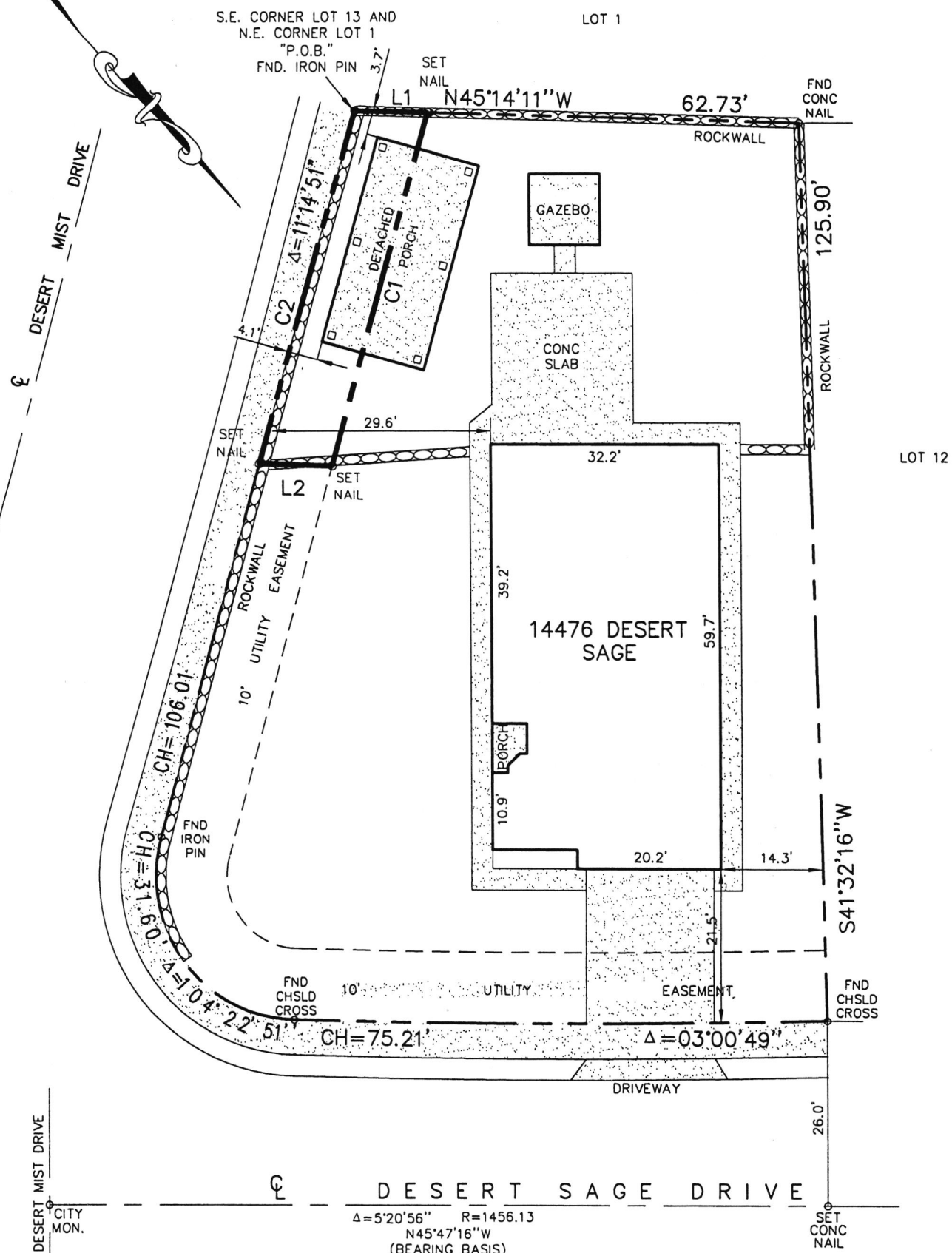
Elvia Schuller, TRMC, City Clerk

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°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.
16 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

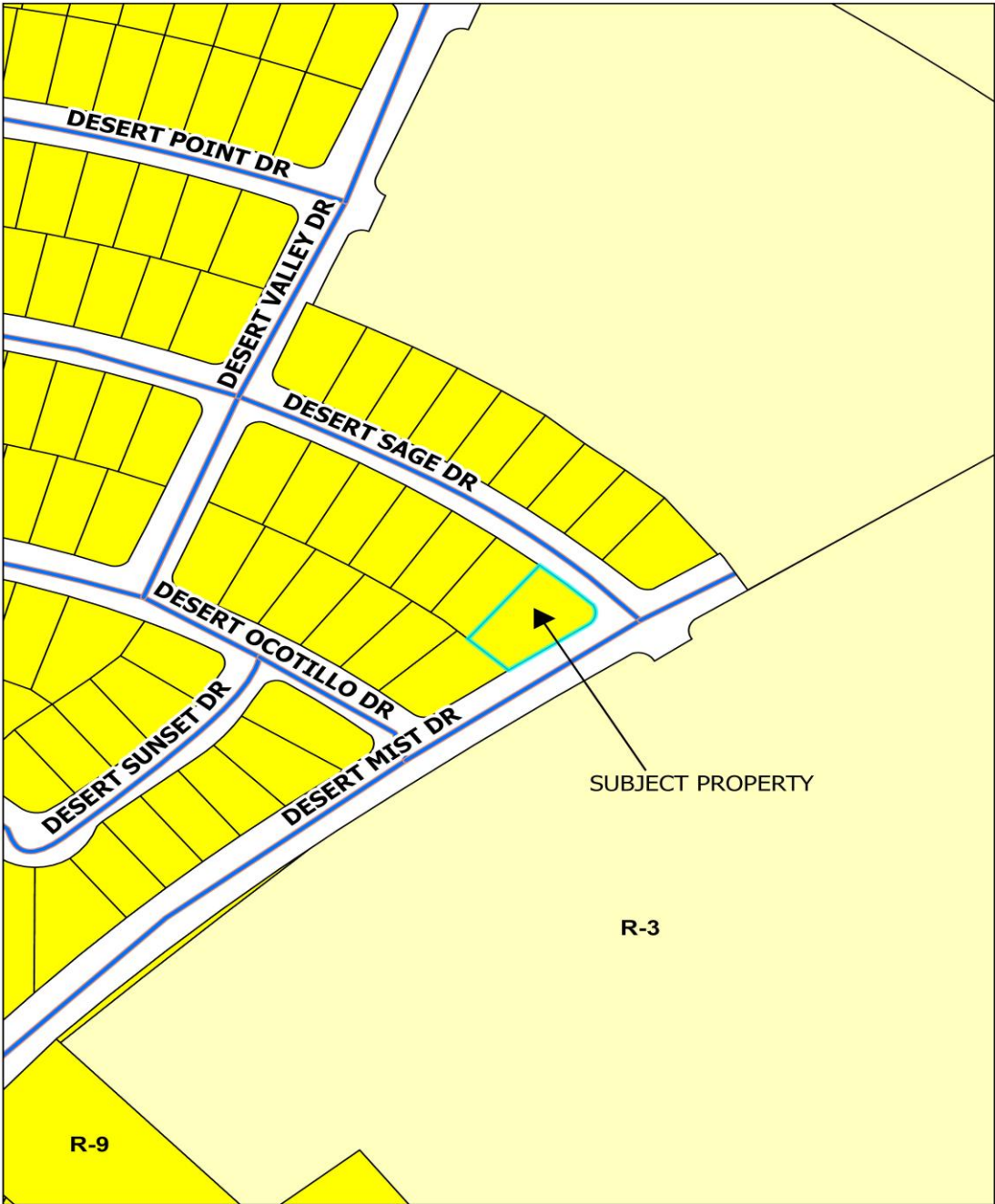
Attachment 2 – Aerial

Attachment 3 – Survey

Attachment 4 – Application

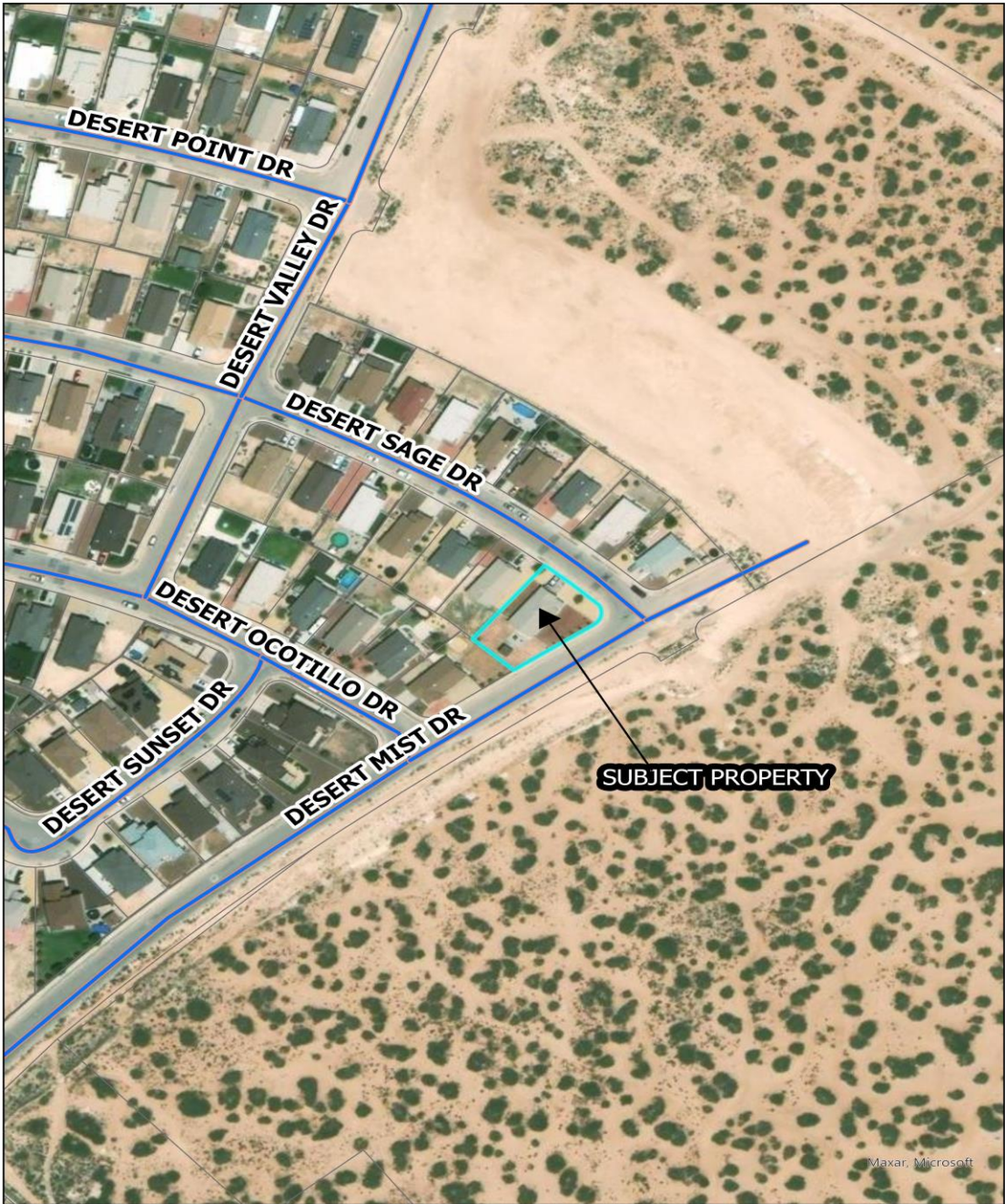
Attachment 1: Zoning Map

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

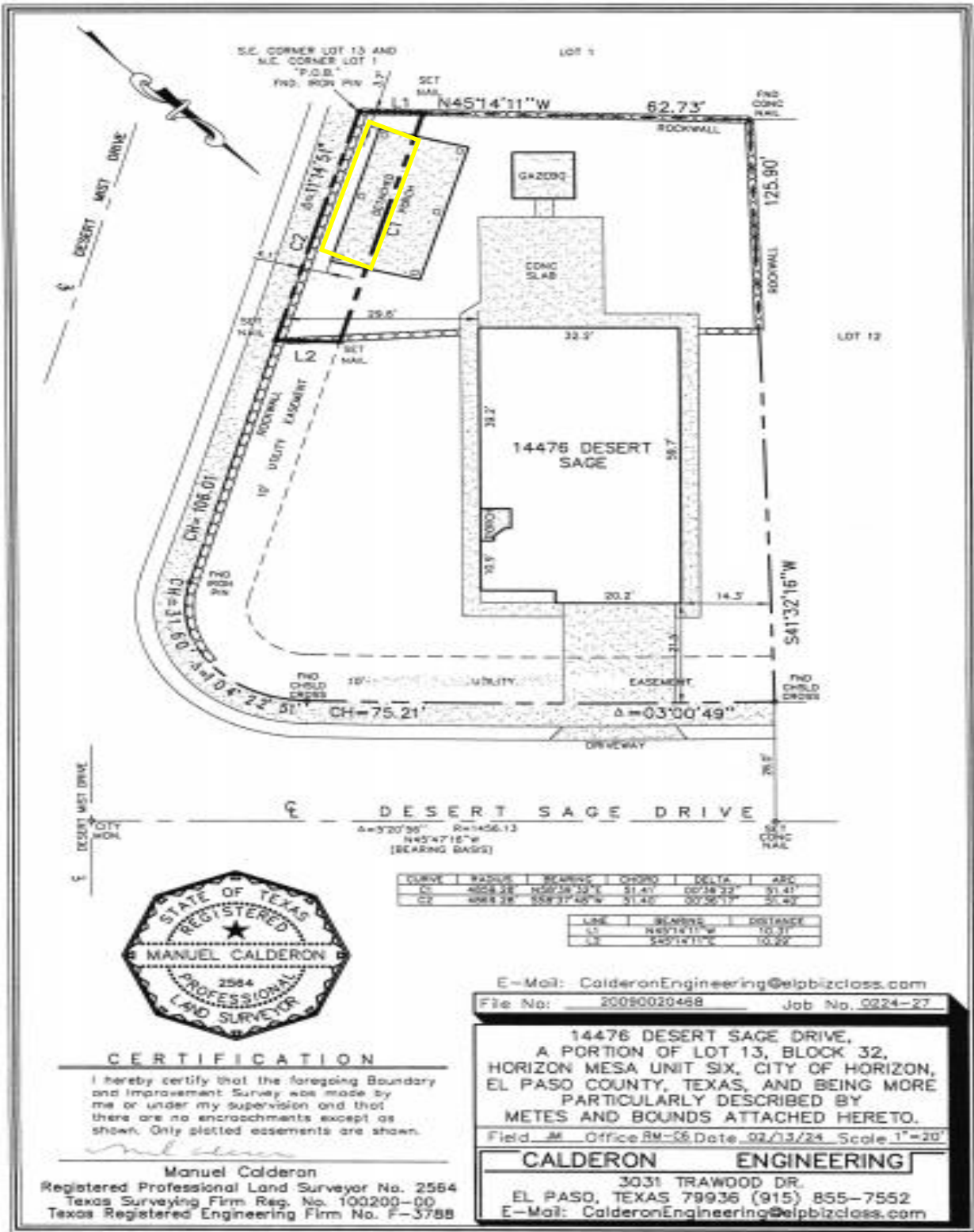


Attachment 2: Aerial

**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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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°36'17", whose radius is 4869.28 feet and whose chord bears South 58°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
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

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

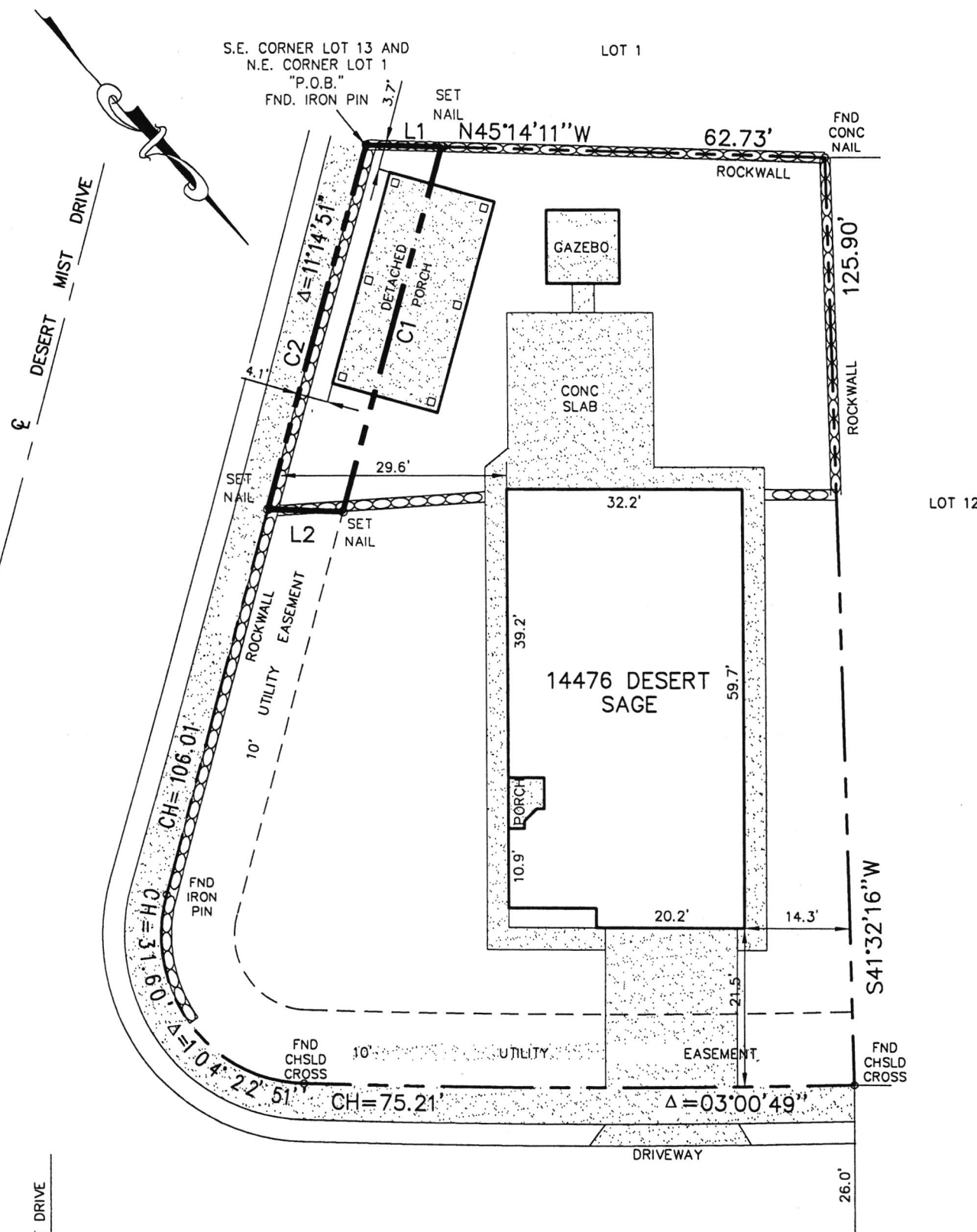
OWNER / APPLICANT SIGNATURE: [Signature] REPRESENTATIVE: Same as owner

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 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'
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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.
 25 EL PASO, TEXAS 79936 (915) 855-7552
 E-Mail: CalderonEngineering@elpbizclass.com

Calderon Engineering

3031 Trawood Drive
El Paso, Texas 79936
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calderonengineering@elpbizclass.com

February 13, 2024

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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: April 09, 2024

To: Honorable Mayor and Members of City Council

From: Art Rubio, Planner

SUBJECT: On the **Final Subdivision Plat** application for **Rancho Desierto Bello Unit 16 (Case No. SDF24-0001)**, legally described as a portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 21.481 ± acres. Application submitted by Applicant/Representative TRE and Associates, LLC.

On March 18, the Planning & Zoning Commission unanimously recommended approval of Rancho Desierto Bello Unit 16 on a final plat basis.

The application meets all minimum requirements of a preliminary and final plat subdivision, has addressed all agency review comments and staff recommends approval of RDB U-16 on a final plat basis subject to including all temporary turnaround instrument numbers on recording plat prior to recording.

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



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

Case No.: **SD24-0001**
Rancho Desierto Bello Unit Sixteen (RDBU16)

Application Type: **Final Plat**

P&Z Hearing Date: March 18, 2024

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

Address/Location: The vacant parcel is located northwest of Claret Cup Road and west of Darrington Road.

Legal Description: A portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas, approximately 21.481± acres

Owner: SDC Development, LTD.

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

Nearest Park: RDB 2 Park

Nearest School: Ricardo Estrada Middle School

SURROUNDING PROPERTIES:		
	Zoning	Land Use
N	R-9 (Residential)	Vacant
E	R-2 (Residential)	Vacant
S	M-1 (Industrial)	Industrial
W	R-9 (Residential)	Vacant
LAND USE AND ZONING:		
	Existing	
Land Use	Vacant	
Zoning	R-9 Residential	

Application Description:

The proposed RDB-U16 Final Plat Subdivision includes 74 lots for single-family residential development. The smallest lot measuring approximately 6,036 sq. ft. and the largest lot measuring approximately 12,733 sq. ft. in size and one 2.261-acre storm water drainage pond. The applicant proposes 52' ROW Residential sub collector Streets and a 76' ROW Minor Arterial Street to serve all the lots in the subdivision.

Cumulative Parkland Dedication:

The developer dedicated 5.022 acres of parkland with Unit 13 to account for the entirety of the remaining Rancho Desierto Bello development, Units 12-20. The total number of units for both phases of Unit 15 is 149 lots, putting the current cumulative lot total for Units 12-20 of Rancho Desierto Bello at 386 lots. In accordance with Section 2.8.1 of the Subdivision Ordinance, this results in 2.5 acres of required parkland and \$4,400 parkland

fees due. After Unit 14, the developer will carry 2.022 acres of parkland and fee credit that is eligible to apply to the remaining units of the development. RDB Unit 16 requires cumulative parkland of 0.5 acres for the proposed 74 lots and \$1,200 parkland fees, which they are taking as a remaining credit. After Unit 16 the developer will carry 1.522 acres of parkland credit which is no longer eligible to apply to the remaining units of the development as the remaining credits expired 9/21/2023 as not being used.

Staff Recommendation:

Staff recommends approval of Rancho Desierto Bello Unit Sixteen on a Final Subdivision Plat basis subject to all recorded temporary turnaround instrument numbers annotated on recording plat prior to recording.

Planning Comments:

~~Correct gross acreage on the Final Plat application.~~

Public Works Director Comments:

~~RANCHO DESIERTO BELLO U-16 (Final Plat)~~

~~Review #1 3/6/2024~~

- ~~1. Address review/approval by the El Paso County 9-1-1 District is required.~~
- ~~2. Provide Temporary turnaround Instrument Number.~~
- ~~3. Missing Benchmark and Datum.~~

Town Engineer Comments:

- ~~1. Address review/approval by the El Paso County 9-1-1 District is required~~
- ~~2. Provide Temporary turnaround instrument number.~~
- ~~3. Missing benchmark and datum.~~

School District Comments:

No exceptions taken by Clint ISD.

El Paso County 9-1-1 District:

~~Please see the attached document for Rancho Desierto Bello Unit 16. The only recommended changes are to Block #73 as it should begin with 14344 at Lot #14 to account for the extra address space of Brozo Street as Block #49 does. This therefore would require changes to the subsequent addresses in Block #73.~~

~~In addition, we do ask to keep in mind the address range of Banana Yucca Drive so that it eventually lines up with the 14500 block of Banana Yucca Drive in Rancho Desierto Bello Unit 15.~~

El Paso Electric:

We have no comments for Rancho Desierto Bello Unit 16.

Texas Gas:

In reference to this proposed Subdivision, Rancho Desierto Bello Unit 16, Texas Gas Service does not have any objections.

El Paso Central Appraisal District:

We here at central appraisal have no comments for the Rancho Desierto Bello #16 Subdivision.

Additional Requirements:

§4.2.4 Expiration of Preliminary Plat Approval. Failure of the subdivider to submit a final plat for review and approval within six (6) months of the date of approval of the preliminary plat by the City Council will nullify the approval of the preliminary subdivision plat and obligate the subdivider to reapply for preliminary plat approval, should the subdivider wish to pursue the subdivision. No vested rights will survive if the preliminary plat approval is nullified by a failure of the subdivider to submit a final plat map within the timeframe specified in this section, nor shall the subdivider be entitled to a refund of any application fees or review fees that may have been paid.

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

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

- Any required parks fees shall be paid prior to the recordation of the plat if applicable.

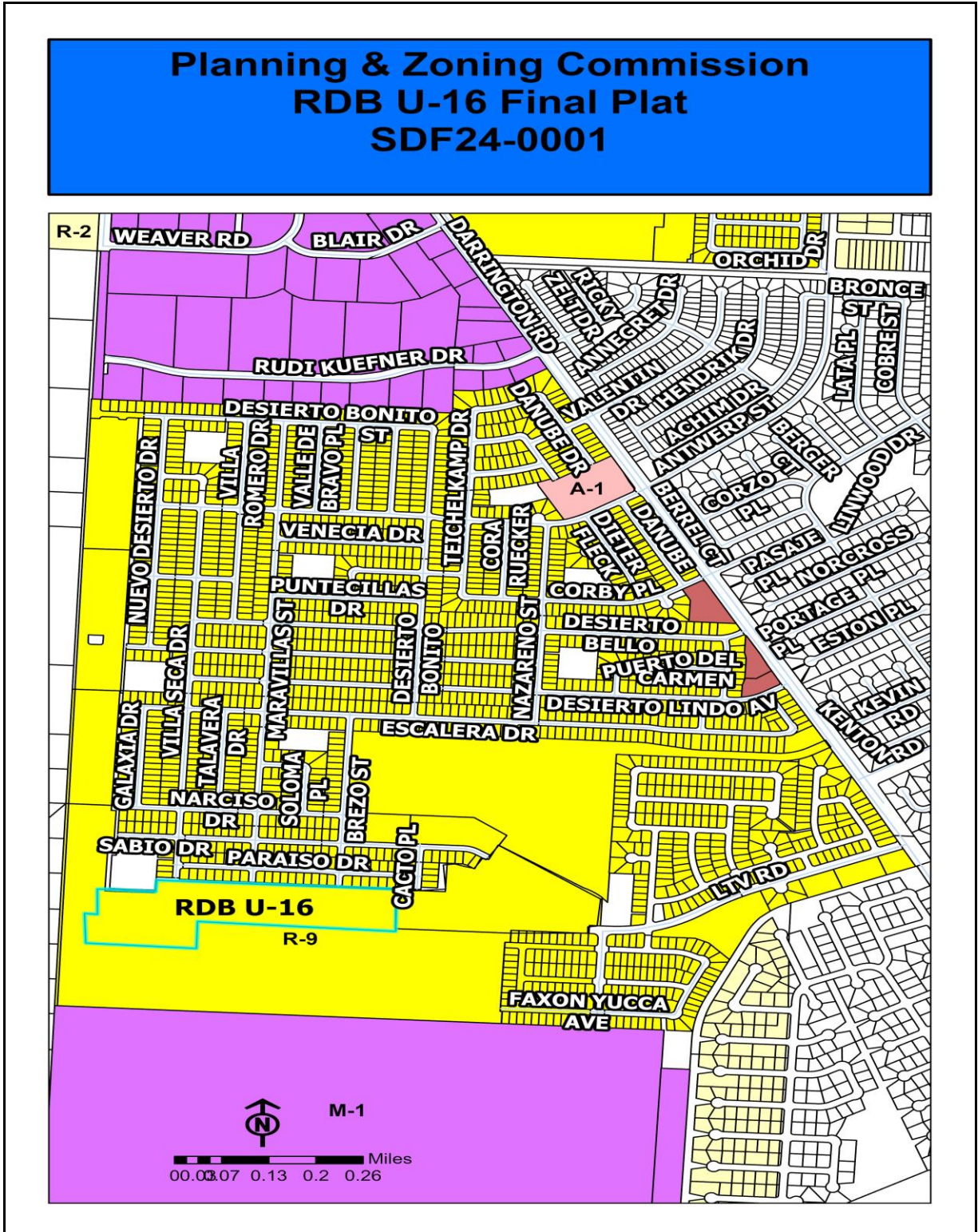
Attachments:

- 1 - Aerial**
- 2 - Zoning Designation Map**
- 3 - Location Map**
- 4 - Final Plat**
- 5 - Right of Way Cross Sections**
- 6 - Final Plat Application**
- 7 - Applicant/Representative Affidavit**

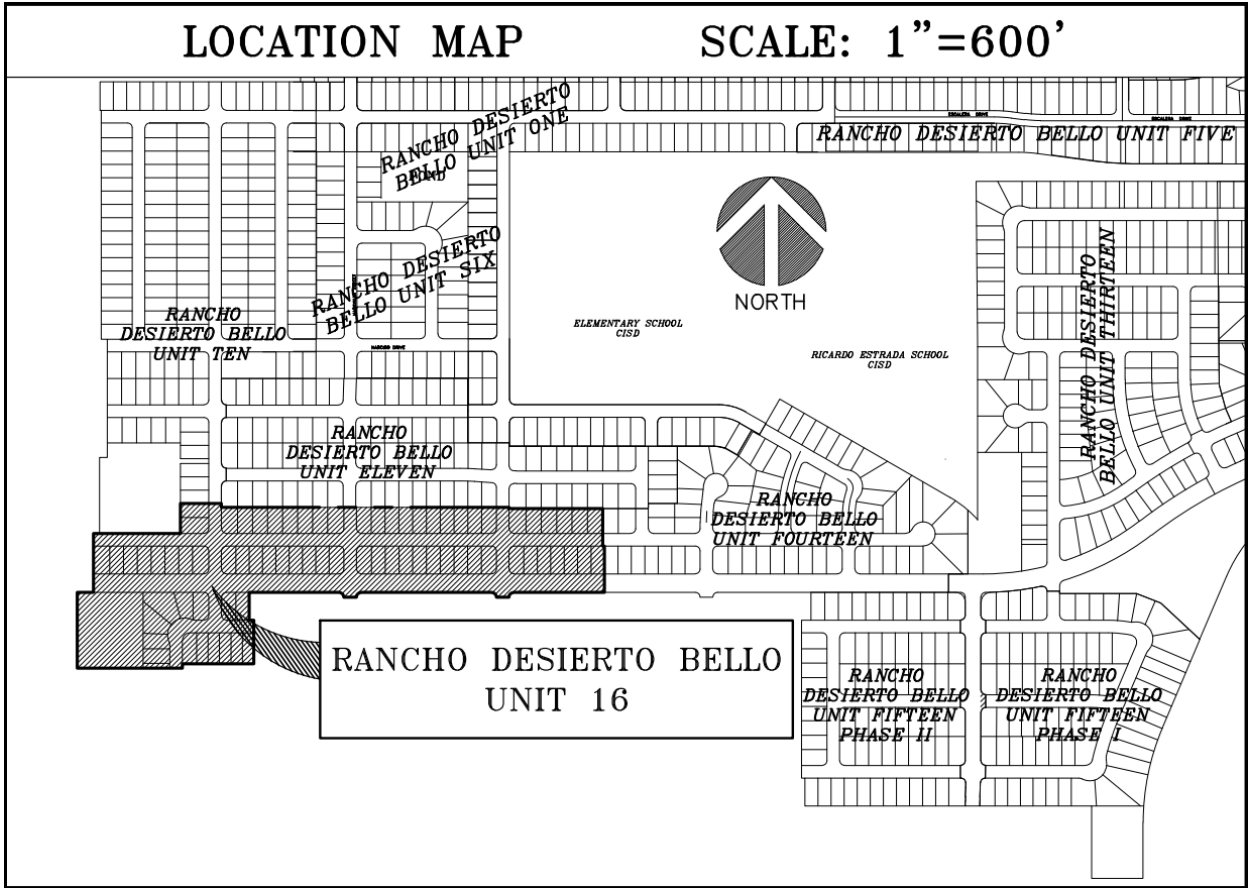
**Planning & Zoning Commission
RDB U-16 Final Plat
SDF24-0001**



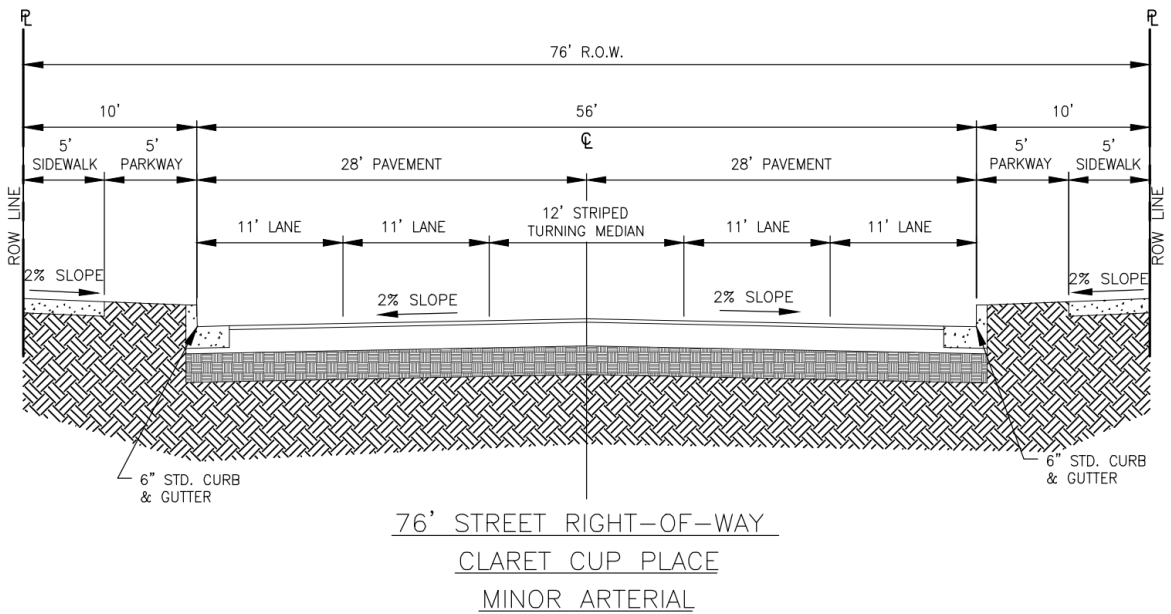
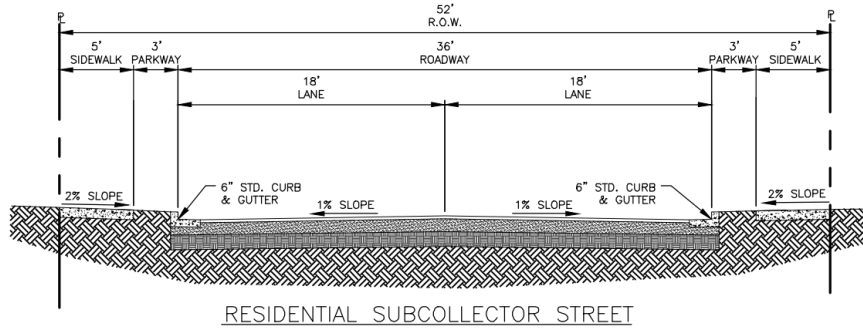
Attachment 2: Zoning Designation Map



Attachment 3- Location Map



Attachment 5 – Right of Way Cross Sections



Attachment 6 – Final Plat Application



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

**MAJOR SUBDIVISION
 FINAL PLAT APPLICATION**

SUBDIVISION PROPOSED NAME: Rancho Desierto Bello Unit 16 SUBMITTAL DATE: February 26, 2024

1. LEGAL DESCRIPTION FOR THE AREA INCLUDED ON THIS PLAT (TRACT, BLOCK, GRANT, etc.)
A PORTION OF LEIGH CLARK SURVEY NO. 297, TOWN OF HORIZON CITY, EL PASO COUNTY, TEXAS, CONTAINING 21.481 ACRES +/-

2. PROPERTY LAND USES:

	ACRES	SITES		ACRES	SITES
SINGLE-FAMILY	<u>11.364</u>	<u>74</u>	OFFICE	_____	_____
DUPLEX	_____	_____	STREET & ALLEY	_____	_____
APARTMENT	_____	_____	PONDING & DRAINAGE	<u>2.261</u>	<u>1</u>
MOBILE HOME	_____	_____	INSTITUTIONAL	_____	_____
P.U.D.	_____	_____	OTHER	_____	_____
PARK (Min 1 Acre)	_____	_____	R.O.W.	<u>7.856</u>	_____
SCHOOL	_____	_____	TOTAL NO. SITES	<u>75</u>	_____
COMMERCIAL	_____	_____	TOTAL (GROSS) ACREAGE	<u>21.481</u>	_____
INDUSTRIAL	_____	_____			

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

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

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

6. WHAT TYPE OF DRAINAGE IS PROPOSED? (IF APPLICABLE LIST MORE THAN ONE) Underground storm sewer system to retention pond

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

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

9. IS A MODIFICATION OF ANY PORTION OF THE SUBDIVISION ORDINANCE PROPOSED? YES NO
 IF "YES", PLEASE LIST SECTION & EXPLAIN THE NATURE OF THE MODIFICATION _____

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

11. REMARKS AND/OR EXPLANATION OF SPECIAL CIRCUMSTANCES: _____

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

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

14. OWNER OF RECORD SDC Development, LTD, 7910 Gateway Blvd, East Ste. 102 El Paso, TX 79915 jduran@desertviewhomes.com (915) 591-5319
 (NAME & ADDRESS) (EMAIL) (PHONE)

15. DEVELOPER SDC Development, LTD, 7910 Gateway Blvd, East Ste. 102 El Paso, TX 79915 jduran@desertviewhomes.com (915) 591-5319
 (NAME & ADDRESS) (EMAIL) (PHONE)

16. ENGINEER TRE & Associates, LLC 110 Mesa Park Dr, Ste. 200 El Paso, TX 79912 AAlvarez@tr-eng.com (915) 852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)

17. APPLICANT TRE & Associates, LLC 110 Mesa Park Dr, Ste. 200 El Paso, TX 79912 AAlvarez@tr-eng.com (915) 852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)

18. REP/POINT OF CONTACT Alexis Alvarez - TRE & Associates, LLC 110 Mesa Park Dr, Ste. 200 El Paso, TX 79912 AAlvarez@tr-eng.com (915) 852-9093
 (NAME & ADDRESS) (EMAIL) (PHONE)

NOTE: Applicant is responsible for all expenses incurred by the City in connection with the Final plat approval request, including but not limited to attorney's fees, engineering fees and publication. Charges exceeding deposit will be invoiced separately. Initials AA
 Applicant Signature [Signature] EMAIL AAlvarez@tr-eng.com

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

Attachment 7 – Applicant/Representative Affidavit

AFFIDAVIT

(Appointment of Representative)

THE STATE OF TEXAS

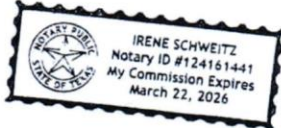
COUNTY OF EL PASO

BEFORE ME, the undersigned official, on this day personally appeared John Duran, who is personally know to me, and first being duly sworn according to law upon his/her oath deposed and said:

"My name is John Duran; I am over eighteen (18) years of age and I reside at: 7910 Gateway E, Ste 102, El Paso, TX 79915. 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) TRE & Associates LLC. I have designated (Firm/Individual) TRE & Associates LLC 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."

On June 7, 2022, personally appeared John Duran and having been duly sworn by me, subscribed to the foregoing affidavit and has stated that the facts therein are true and correct.

[Signature]
Affiant
[Signature]
Notary Public, State of Texas





**TOWN OF HORIZON CITY
MEMORANDUM**

Date: April 09, 2024

To: Honorable Mayor and Members of City Council

From: Art Rubio, Planner

SUBJECT: On the **Final Subdivision Plat** application for **Rancho Desierto Bello Unit 16 (Case No. SDF24-0001)**, legally described as a portion of Leigh Clark Survey No. 297, Town of Horizon City, El Paso County, Texas. Containing 21.481 ± acres. Application submitted by Applicant/Representative TRE and Associates, LLC.

On March 18, the Planning & Zoning Commission unanimously recommended approval of Rancho Desierto Bello Unit 16 on a final plat basis.

The application meets all minimum requirements of a preliminary and final plat subdivision, has addressed all agency review comments and staff recommends approval of RDB U-16 on a final plat basis subject to including all temporary turnaround instrument numbers on recording plat prior to recording.

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

March __, 2024

Mayor Andres Renteria
Town of Horizon City

Mayor Ramon Cano
Town of Clint

SUBJECT: Joint Representation

Mayor Renteria & Mayor Cano:

It is my understanding that your two entities want to engage our law firm to represent you jointly regarding the project known as the *Interlocal Agreement regarding Vector Services*. As you know, our firm has long served as City Attorney for the Town of Clint and also for the Town of Horizon City.

Conditions. Although it is not common for a law firm to represent more than one party in a transaction, dual representation is permitted by professional ethics guidelines as long as two *conditions* are met.

First, the law firm must conclude, after a good-faith self-evaluation, that the law firm can adequately represent the interests of each client. The multiple representations should not adversely affect the attorney's independent professional judgment on behalf of any client. Second, all clients must consent to the multiple representations after full disclosure is given by the law firm.

The first condition has been satisfied because I believe that this firm can adequately represent each of you (although I hope you understand that we must reserve the right to withdraw from this dual representation if later events cause me in good faith to reach a different conclusion). This letter is intended to fulfill the second requirement mentioned above, that of disclosure and consent. Accordingly, I will review some of the possible effects that dual representation may have on you.

Conflicts of Interest. If I determine that, because of differences between the parties, I can no longer represent each of you impartially, I will inform you of the conflict. and I must then withdraw (at least partially) from representation. If this occurs, we will need to reassess the situation to determine how best to obtain independent, outside counsel for one (or both) parties.

You would, of course, be responsible for payment of all accrued legal fees and any outstanding expenses up to the point we are replaced (if at all).

Scope of Representation. In regards to the Interlocal Agreement for Vector Services for which this Joint Representation will apply, our firm will be advising both entities regarding such areas of interlocal agreement for vector services and related municipal services. The primary lawyer for our firm assigned to the Town of Horizon City for this limited-time project is Theresa Cullen Cordova. The primary lawyer for our firm assigned to the Town of Clint for this limited-time

project is *Sylvia Borunda Firth. Sylvia Borunda Firth. Theresa Cullen Cordova. and Chris Gad* will continue to work primarily on general, City Attorney / Municipal Court matters.

Judgment Calls. In all real estate and development transactions, there are occasions that require our professional judgment in representing your sometimes competing interests. There are of course potential problems that might develop in which your governing bodies may differ on which course to take or which potential outcome is preferable. Although we assure you that we will try to act as fairly as possible in judgment call matters, it is certainly possible that one of you may not concur with my judgment. We will strive to keep you both informed throughout this process and to assist you in working together to achieve the best mutual outcomes.

Confidential Information. During the course of any representation, a lawyer generally becomes aware of confidential information regarding the client. Although I assure you that we will try to act discreetly within the bounds of fair dealing, it is certainly possible that either or both of you would prefer to eliminate any possibility of having your confidential information known by an attorney who is also representing the other party. Furthermore, neither of you will be protected by the attorney-client privilege concerning any information disclosed to me or another lawyer in this firm during our representation. The general rule is that, as between commonly represented clients, the privilege does not prevent mutual disclosure among the jointly- represented parties. Thus, confidential information that would be protected by the attorney-client privilege if we represented only one of you can be disclosed to the other party.

Of course, we would have declined the dual representation before now if we had not already concluded that we can adequately represent both of you in this transaction; however, we also understand that you may feel differently. Therefore, I would appreciate your giving careful thought to the matters discussed in this letter. If you consent to the multiple representation, please sign in the space below and return this letter to me. You should keep a copy of this letter for your records. I will be happy to answer any questions you might have.

Standard Terms of Engagement. The Town of Clint and the Town of Horizon City have already executed an agreement engaging our firm for general City Attorney services that predate this project (and will continue to govern our relationship afterward).

Sincerely,

Alan Bojorquez
Attorney at Law

TOWN OF HORIZON CITY:

Andres Renteria, Mayor

TOWN OF CLINT:

Ramon Cano, Mayor

RESOLUTION

WHEREAS, the Town of Clint, Texas has asked the Town of Horizon City, Texas to provide mosquito control services to the Town of Clint for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, the Town of Clint, Texas, and the Town of Horizon City, Texas have executed agreements engaging the Bojorquez Law Firm for general City Attorney services; and

WHEREAS, both municipalities want to engage the Bojorquez Law Firm to represent them jointly for the project known as the Interlocal Agreement regarding Vector Services; and

WHEREAS, the City Council of the Town of Horizon City, Texas finds that the Bojorquez Law Firm can adequately represent the interests of both the Town of Horizon City, Texas, and the Town of Clint, Texas for this project.

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

That the Mayor be authorized to sign a letter with the Town of Clint, Texas to allow the Bojorquez Law Firm to jointly represent the Town of Horizon City, Texas, and the Town of Clint, Texas on a project known as the Interlocal Agreement regarding Vector Services.

PASSED AND ADOPTED ON this ___ day of _____ 2024.

TOWN OF HORIZON CITY:

Andres Renteria, Mayor

ATTEST:

Elvia Schuller, City Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth, City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2024 by and between the **TOWN OF HORIZON CITY, TEXAS** (“Town of Horizon City”) and the **TOWN OF CLINT, TEXAS** (“Town of Clint”) by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

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

WHEREAS, the Town of Horizon has a Code Enforcement Department which provides mosquito control services to the Town of Horizon; and

WHEREAS, this Agreement for interlocal cooperation for the Town of Horizon City to provide mosquito control services to the Town of Clint is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned.

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

1. **SCOPE OF SERVICES.**

1.1 The Town of Horizon City will perform the following mosquito control services by and through its Code Enforcement Department under the terms and conditions hereinafter stated, and the Town of Clint hereby accepts and agrees to the following terms and conditions:

The Town of Horizon City will provide larviciding and fogging services (“mosquito control services”). Services will be provided on a weekly basis.

1.2 Nothing within the terms of this Agreement will require the Town of Horizon City to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

1.3 The Town of Horizon City agrees that it will keep accurate records of all services provided to the Town of Clint 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 Clint officials, as requested. However, the Town of Horizon City will not be required to furnish copies of any reports that are maintained on the Town of Horizon City's website and available to the Town of Clint from the website.

1.4 It is understood and agreed to between the Parties that any portion of this Agreement providing for the delivery of mosquito control services for which the Town of Clint does not grant legal authority shall be null and void and of no force and effect, and the Town of Horizon City shall not be obligated to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where services are to be performed is in the Town of Clint, Texas, and any extraterritorial jurisdiction thereof where the Town of Clint may lawfully provide mosquito control services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of the Town of Clint).

3. **TIMES OF PERFORMANCE.** The Town of Horizon City will commence the provision of its services on May 1, 2024, and will terminate on Oct. 31, 2024, regardless of the date of execution of this Agreement.

3.1 In the event of an mosquito control emergency, such as, but not limited to, a disaster declaration of the Town of Clint, requiring, as a result of the emergency, mosquito control services from the Town of Horizon City after Oct. 31, 2024, and prior to the signing of any subsequent Interlocal for mosquito control services between the Parties to this Agreement, the required services shall be provided by the Town of Horizon City to the Town of Clint at the rate described in the present Agreement, and the Town of Clint shall pay for Town of Horizon City said services at said rate within thirty (30) days of receipt of an invoice from the Town of Horizon City for said services.

4. **COMPENSATION.**

4.1 The Town of Clint agrees to pay the amount not to exceed THIRTY TWO THOUSAND SIX HUNDRED FIFTEEN and 56/100 DOLLARS

(\$32,615.56) for services rendered in accordance with this Agreement, excluding the services described in Section 3.1. Payments shall be made within thirty (30) days of receipt of an invoice from the Town of Horizon City for said services. The payment described in this Section 4.1 does not include the services described in Section 3.1. The Rate Schedule attached hereto as Appendix A identifies the total cost of services offered by the Town of Horizon City to the Town of Clint pursuant to this Agreement.

5. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the Town of Horizon City, Attn: Accounts Receivable, 14999 Darrington Road, Horizon City, Texas 79928.

6. **LAW GOVERNING CONTRACT.** For purposes of determining the law governing the same, this Agreement is entered into in the Town of Horizon City, El Paso County, State of Texas, and the Town of Clint, El Paso County, State of Texas shall be governed by the laws of the State of Texas. Venue shall be in the Town of Clint, El Paso County, Texas.

6.1 *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 Town of Horizon City 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.

6.2 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the Town of Horizon City 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 Town of Horizon City, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

6.3 *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.

6.4 *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.

7. **TERMINATION.** This Agreement may be terminated in whole or in part by either Party upon sixty (60) days written notice to the other Party at the following addresses, or at a new address as provided in writing to the nonmoving Party by the Party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

TOWN OF HORIZON CITY: Town of Horizon City
 Attn: Mayor
 14999 Darrington Road
 Horizon, Texas 79928

TOWN OF CLINT: Town of Clint
 Attn: Mayor
 200 N. San Elizario Road
 Clint, Texas 79836

All payments by the Town of Clint under this Agreement are payable only out of current Town of Clint revenues. In the event that funds relating to this Agreement do not become available, such as by Town of Clint City Council not appropriating the funds, the Town of Clint shall have no future obligation to pay or perform any future services related herein to the Town of Horizon for the

Town of Clint's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the Town of Horizon shall be paid in accordance with Sections 5 and 6 of this Agreement. Should the Town of Clint experience a funding unavailability related to the services described in this Agreement, the Town of Clint shall immediately provide written notification to the Town of Horizon City of such case and either Party may choose to terminate the Agreement subject to this Section 7. In the event that the Town of Clint notifies the Town of Horizon City that the Town of Clint is experiencing a funding unavailability related to this Agreement, the Town of Horizon City shall immediately cease providing the services described in this Agreement to the Town of Clint except as required by related grant funding requirements to which the Town of Horizon City must adhere.

8. **INDEPENDENT CONTRACTORS.** The Town of Horizon City and the Town of Clint are independent legal entities. 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 Town of Horizon City nor the Town of Clint 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.

9. **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.

10. **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.

11. **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 after 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 Town of Clint, Interlocal Agreement between the Town of Horizon City and the Town of Clint.

APPROVED this _____ day of _____, 2024.

TOWN OF CLINT

Mayor

ATTEST:

City Clerk, Town of
Clint

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Sylvia B. Firth
Town Attorney

(Signatures continue on the following page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

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

APPROVED this _____ day of _____, 2024.

TOWN OF HORIZON CITY

Andres Renteria
Mayor

ATTEST:

Elvia Schuller
City Clerk

APPROVED AS TO FORM:

Sylvia B. Firth
Assistant City Attorney

APPROVED AS TO CONTENT:

Michelle Garcia, AICP
Planning Director

APPENDIX A
FEE SCHEDULE

Service	Hours	Hourly/Daily Rate	Number of Days/Hours	Weekly Rate	Total for 27 weeks
Larvaciding Mileage	22 travel miles + 10 larvaciding miles @ \$0.67 per week	\$ 0.67	1 day	\$ 21.44	\$ 578.88
Fogging Mileage OVT	22 travel miles + 20 fogging miles @ \$0.67 per week	\$ 0.67	1 day	\$ 28.14	\$ 759.78
Equipment Maintenance	\$250	\$ 0.12	12 hours	\$ 1.44	\$ 38.94
Chemicals*	see below	*	*	\$ 676.13	\$ 18,255.51
Larvaciding Labor	6 hours per week	\$ 21.50	6 hours	\$ 129.03	\$ 3,483.78
Fogging Labor	6 hours OVT per week	\$ 32.26	6 hours	\$ 193.54	\$ 5,225.67
Recordkeeping	1 hour per week	\$ 21.50	1 hour	\$ 17.52	\$ 473.04
Program Management	2 hours per week	\$ 40.90	2 hours	\$ 81.81	\$ 2,208.83
FICA/Medicare	Earnings at Rate	7.65%			\$ 871.44
TMRS	Earnings at Rate	5.60%			\$ 637.91
Certification Renewal & Maintenance	\$250	\$ 0.12	14 hours	\$ 1.68	\$ 45.43
Tool & Safety Equipment	\$200	\$ 0.10	14 hours	\$ 1.35	\$ 36.35
Totals:		\$ 117.98		\$ 1,152.08	\$ 32,615.56

Chemicals*					
Larvaciding granuals per lb	covers 2 acres	\$14.75		8	\$118.00
Larvaciding oil per gallon	covers 1 acre	\$26.75		2	\$53.50
Fogging Chemical per gallon	covers all 20 miles (approximately) of roadways within city limits	\$72.09		7	\$504.63
					\$676.13 weekly
					\$18,255.51 27 weeks

RESOLUTION

WHEREAS, the Town of Horizon City, Texas and the Town of Clint, Texas are authorized to enter into agreements pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code;

WHEREAS, the Town of Horizon City has a Code Enforcement Department which provides mosquito control services to the Town of Horizon City;

WHEREAS, this Agreement for interlocal cooperation for the Town of Horizon City to provide mosquito control services to the Town of Clint is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned.

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

That the Mayor be authorized to sign an Interlocal Agreement between the Town of Horizon City, Texas and the Town of Clint, Texas for the Town of Horizon City, Texas to provide mosquito control services to the Town of Clint, Texas during the 2024 calendar year.

PASSED AND ADOPTED the 9th day of April, 2024.

THE TOWN OF HORIZON CITY

By: _____
Andres Renteria
Mayor

ATTEST:

By: _____
Elvia Schuller, TMRCP
City Clerk

APPROVED AS TO FORM:

By: _____
Sylvia Borunda Firth
Assistant City Attorney

APPROVED AS TO CONTENT:

By: _____
Michelle Garcia, AICP
Planning Director